

Conveyance Deed

This INDENTURE OF CONVEYANCE is made on this _____ day of _____ in the year
Two Thousand And Twenty _____

BETWEEN

1. **SUGAM GRIHA NIRMAAN LIMITED**, a company incorporated under the Companies Act, 1956, having its CIN U70109WB1989PLC045956 and having PAN **AAECS7354N** and having its Registered Office at 2/5, Sarat Bose Road, Unit No. 1F, P.S. Ballygunge, P.O. Elgin Road, Kolkata – 700 020, AND (2) **ERODE MERCHANTS PRIVATE LIMITED**, a company incorporated

under the Companies Act, 1956, having its CIN U67120WB1995PTC073778 and having PAN AAACE5513F, and having its registered office at 2/5, Sarat Bose Road, Unit No. 4B, P.S. Ballygunge, P.O. Elgin Road, Kolkata – 700 020 AND (3) **ALEXIA DEALERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its CIN U51909WB2008PTC126236 and having PAN AAHCA0632L, and having its registered office at 2/5, Sarat Bose Road, Unit No. 1F, P.S. Ballygunge, P.O. Elgin Road, Kolkata – 700 020 AND (4) **ARYA PROJECTS LIMITED**, a Company incorporated under the Companies Act, 1956, having its CIN L72300WB1978PLC031444 and having PAN AACCA1732C and having its registered office on the 2nd floor in the building known as “Commerce House” at 2, Ganesh Chandra Avenue, 2nd Floor, P.S. Bowbazar, P.O. Bowbazar, Kolkata – 700 013, all hereinafter jointly referred to as the “**OWNERS**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successors-in-interest and agents and all represented by their Constituted Attorney **MR. BISHWANATH HARALALKA**, son of Late Basudev Haralalka, having PAN **ABCPH1758F** and having his Aadhaar No: **686816377880** and having his place of business at 2/5, Sarat Bose Road, Unit No. 4B, P.S. Ballygunge, P.O. Elgin Road, Kolkata – 700 020, authorised *vide* the respective Board Resolutions dated _____ of the **FIRST PART** ;

2. AND

3. **SUGAM SERENITY LLP** a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its LLP Identification No. AAC 7288 and having its PAN ACQFS2908B and its registered office at Premises No 2/5, Sarat Bose Road, Unit No. 1F, P.S. Ballygunge, P.O. Elgin Road, Kolkata – 700 020, represented by its Authorised Representative **MR. BISHWANATH HARALALKA**, son of Late Basudev Haralalka, having PAN **ABCPH1758F** and having his Aadhaar No: **686816377880** and having his place of business at Premises no 2/5, Sarat Bose Road, Unit No. 4B, P.S. Ballygunge, P.O. Elgin Road, Kolkata – 700 020 and hereinafter referred to as the “**PROMOTER**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest, agents and assigns) of the **SECOND PART** ;

4. AND

5. _____ son of _____ by nationality _____ aged about _____ years, by occupation _____ having his PAN: _____, having his Aadhaar No. _____ residing at _____, Ph- _____,

6. AND

7. _____ son of _____ by nationality _____ aged about _____ years, by occupation _____ having his PAN: _____, having his Aadhaar No. _____ residing at _____, Ph- _____, hereinafter Jointly called the “**PURCHASER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns), of the **THIRD PART**. The Owners, the Promoter and the Allottee shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

8. **WHEREAS** by a conveyance dated 22nd February, 2011 made between Shyamdas (alias Shyamdas Lalwani alias Shyamdas Tharoomal) therein referred to as the ‘Vendors’ of the one part and the abovenamed vendors all therein jointly referred to as the ‘Purchasers’ of the other part and registered in Book No. 1, CD Volume No.04, pages from 146 to 169 being No. 01443 for the year 2011 at the

office of the Additional Registrar of Assurances-I, Kolkata, the said therein named vendors for the consideration and in the premises therein stated sold and the above named Vendors purchased ALL THOSE pieces or parcels of lands of diverse natures containing an area of 46 Cottahs 11 Chittacks and 26.28 square feet (more or less) together with twenty very old tin shed residue tiles units standing on part of the said lands comprised in J.L. No. 50, L.R. Khatian No. 1741 (after B.L.R.O Mutation L.R. Khatian Nos. 2831, 2832, 2833, 2834) being a portion of Municipal Holding No. 709 Kusumba and a portion of Municipal Holding No. 710 Kusumba within Ward No. 7 of The Rajpur-Sonarpur Municipality and recorded in the following R.S. Dag Nos., L.R. Dag Nos., lying situate in Mouza- Kusumba P.S. Sonarpur, P.O. Narendrapur, Sub-Registration office at Sonarpur, L.R. Khatian No. 1741 , Pargana Madanmolla, District-24 Parganas (South) and the particulars of which lands are stated hereunder –

R.S. Dag	R.S. Khatian No.	L. R. Dag No.	Land Area
1759	553	1841	17.0
1765	563	1847	21.0
1762	315	1844	13.23
1766	529	1848	16.0
1767	529	1849	10.0
		Grand Total	77.23

46 Cottahs 11 Chittacks and 26.28 square feet Equivalent to 77.23 decimals and the said lands are more fully described in the Schedule thereunder written.

9. **AND WHEREAS** by another conveyance dated 22nd February, 2011 made between (1) Rajesh Lalwani ,(2) Rakesh Lalwani, (3) Mrs. Rhea Sahjwani and (4) Mrs. Babita Sawlani all therein jointly referred to as the Vendors of the first part and the above named vendors all therein jointly referred to as the purchasers of the second part and the said Rajesh Lalwani therein referred to as the Executor of the third part and duly registered in Book No. 1, C.D. Volume No. 04, pages from 1917 to 1936, being No. 01437 for the year 2011, at the office of the Additional Registrar of Assurances-I, Kolkata the said therein named vendors for the consideration and in the premises therein stated, the said Executor confirmed having assented to the vesting of the said lands thereby sold in favour of the vendors and the above named vendors purchased all those pieces or parcels of lands of diverse nature containing an area of 13 Cottahs 12 Chittacks and 18.6 square feet together with 35 tin shed residential quarters with cement shed and three tiled tenements all lying situate and being a portion of Municipal holding No. 709 and also Municipal holding No. 173 Kusumba under Ward No. 7 of Rajpur - Sonarpur Municipality on a 19' wide road comprised in J.L. No. 50, L.R. Khatian No. 1741, (after B.L.R.O Mutation L.R. Khatian Nos. 2831, 2832, 2833, 2834) Mouza - Kusumba, P.S. Sonarpur, Sub-Registrar Office at

Sonarpur, P.O. Narendrapur, Pargana - Madanmolla, District-24 Parganas (South), recorded in the R.S. Dag Nos. 1762 and the L.R. Dag Nos 1844 .

13 Cottahs 12 Chittacks and 18.6 square feet Equivalent to 22.77 Decimals and the said lands are more fully described in the Schedule thereunder written.

10. **AND WHEREAS** by another conveyance dated 22nd February, 2011, made between (1) Rajesh Lalwani and (2) Rakesh Lalwani, all therein jointly referred to as the Vendors of the one part and the above named vendors all therein jointly referred to as the purchasers of the other part and registered in Book No. 1, C.D. Volume No. 04 pages from 126 to 145, being No. 01433, for the year 2011, at the office of the Additional Registrar of Assurances - I, Kolkata, the said therein named Vendors for the consideration and in the premises therein stated the said Executor confirmed having assented to the vesting of the said lands thereby sold in favour of the vendors and the above named vendors purchased, ALL THOSE pieces or parcels of Land of diverse nature containing an area of 3 decimals equivalent to 1 Cottahs 13 Chittacks and 1.8 square feet (more or less) lying situate within the limits of Ward No. 7, of the Rajpur Sonarpur Municipality on a 19' wide road recorded in J.L. No. 50, Touzi No. 259, Pargana - Madanmollah, P.O. Narendrapur, District-24 Parganas (South) comprised in R.S. Dag No. 1763, L.R. Dag No. 1845, L.R. Khatian No. 1741, (after B.L.R.O Mutation L.R. Khatian Nos. 2831, 2832, 2833, 2834) Mouza - Kusumba, P.S. Sonarpur, Sub - Registrar Office at Sonarpur, District - 24 Parganas (South) and the said land is more fully describe in the schedule thereunder written.

11. **AND WHEREAS** the said premises/lands were a part of the larger Holding No. 710, Kusumba. On sub-division of the larger premises the Rajpur- Sonarpur Municipality renumbered the said premises/lands as Premises No. 709, Kusumba.

12. **AND WHEREAS** by a Deed of Exchange dated 27th February, 2013 between the Owners being the Transferors therein and (1) Shankar Prasad Sahani, (2) Santosh Sahani and (3) Jogutiya Debi Sahani being the Transferees therein registered with ARA-I, Kolkata Being No. 01742 for the year 2013, the Transferors transferred an area of 3 Kattahs recorded in R.S. Dag No. 1759 (Mouza Kusumba, Dist 24 Parganas South) in favour of the Transferees and in exchange the Transferees transferred an area of 1 Kattah 8 Chittacks recorded in R.S. Dag No. 1598 (Part) and 1599 (Part) at (Mouza Kusumba, District-24 Parganas South) in favour of the Transferors.

13. **AND WHEREAS** the said Municipal Holdings/ is also duly mutated in the Joint names of the said Vendors/owners in the records of the Rajpur- Sonarpur Municipality.

14. **AND WHEREAS** the Vendors have obtained the use / nature of land comprised in the said premises being Municipal Holding No. 709 Kusumba converted by the concerned authorities and the

Vendors are entitled to use a portion of the land of the said premises for the purpose of construction of new buildings containing self contained residential units / villas.

15. **AND WHEREAS** the Owners have decided to take up the Development of the said Holding No.709 Kusumba containing (by Purchase Deeds) an area of 62 Kottahs 5 Chatacks 1.68 sft equivalent to 4167.88 sq.mtrs. and having an area of 3620.06 sq.mtrs by physical measurement lying situate within Ward No. 7, of the Rajpur - Sonarpur Municipality and the said land is hereinafter referred to as the said 'Land'/'Premises'.

16. **AND WHEREAS** the Owners have applied for sanction of building plan for construction of the new buildings containing self contained independent residential flats and other units on the land of the said Municipal Holding No. 709 Kusumba (hereinafter called the said 'Land/Premises').

17. **AND WHEREAS** the Owners have mutually agreed that the said Promoter shall do the development of the said land of the said Municipal Holding No. 709 Kusumba and the construction of the new buildings thereon or on part thereof containing self contained independent residential/other units with the provision of car parking spaces (open, Mechanical and covered) as may be provided.

18. **AND WHEREAS** the Owners have obtained the sanction of the building plans on the said Land / Premises and the plans are bearing no. SWS-OBPAS/2207/2024/0783 dated 09.05.2024.

AND WHEREAS the Developer had undertaken the development and construction of the New Villas as aforesaid and entered into agreements with intending Purchasers of the Villas/ constructed areas/ car parking spaces (open and covered) of the Developer Allocation in the said New Villas constructed on the said lands/ premises.

AND WHEREAS the Purchaser expressed his/her desire of acquiring and having on ownership basis ALL THAT Villa No. _____ at the said premises and marked in RED borders on the Floor Plans attached herewith TOGETHER WITH the proportionate undivided indivisible variable share in the land of the said premises and also TOGETHER WITH the proportionate undivided indivisible variable share in the common parts and portions attributable to the said unit/Villa/apartment in the said building And TOGETHER WITH the right of access to and from the said unit through the paths and passages in the complex up to roadside (and also TOGETHER WITH the car parking space, if expressly included and stated in the **SECOND SCHEDULE** hereunder written) more fully and particularly described in the Second Schedule hereunder written and collectively hereinafter referred to as the said Villa.

AND WHEREAS the Purchaser expressed his/her desire of acquiring and having on ownership basis the said Villa and _____ **open/ covered car parking space** and accordingly by an Agreement for Sale dated _____ made between the said Owners/Vendors and the said Developer and the said Purchaser, the Owners/Vendors and the Developer agreed to sell and transfer and the Purchaser agreed to purchase and have ALLTHAT **Villa No. _____** at the said premises and marked in RED borders on the Floor Plans attached herewith (more fully and particularly described in the Second Schedule hereunder written and collectively hereinafter referred to as the said Villa) containing _____ **sq.ft.** Carpet Area with _____ **open/covered car parking space** TOGETHER WITH the proportionate undivided indivisible variable share in the land of the said premises and also TOGETHER WITH the proportionate undivided indivisible variable share in the common parts and portions attributable to the said Villa And TOGETHER WITH the right of access to and from the said unit through the paths and passages in the complex up to roadside at or for a total consideration of **Rs. _____/-** (**Rupees _____ only**) paid on the stages and dates stated herein and free from all encumbrances but subject to the obligations to make security deposits and extra payments and also subject to the obligation to bear and pay proportionately the Land revenue and the maintenance charges and the entirety of the municipal taxes and electricity charges and on the terms and conditions and stipulations therein contained.

AND WHEREAS the Purchaser is fully satisfied in respect of the following matters:

- a) The validity of the title of the Owners/Vendors for the said premises.
- b) The right of the Developer to develop the said premises.
- c) The legality and validity of the Agreement dated 20th November, 2024 subsisting between the Owners/Vendors and the Developer.
- d) The contents of the plans sanctioned by the Rajpur-Sonarpur Municipality, 24 Parganas (South).
- e) The super built up area, built up area and carpet area to comprise in the said unit as per the said sanctioned plans. The super built up area includes the built up area of the said Villa and the pro-rata share of the common parts and portions.
- f) Specifications and/or materials to be used in the construction of the said new Project including the said Villa as mentioned in the **FOURTH SCHEDULE** in the Agreement for Sale dated _____.
- g) The particulars of the common parts and portions for the benefits and enjoyment of the unit-holders in the complex as well as all Easement and Quasi-Easement Rights as mentioned in the **SIXTH SCHEDULE** hereunder written.
- h) The land comprised in the said premises is free from encumbrances, mortgages, and that the Owners/Vendors have a good and marketable title thereto.

- i) As to the rights of the said Developer to develop the said land.

AND WHEREAS unless otherwise excluded or repugnant to the subject or context the following expressions shall have the following meanings in these presents:-

- A) **'DEVELOPER'** shall mean the said Sugam Serenity LLP a Limited liability partnership incorporated under Limited Liability Partnership Act, 2008.
- B) **'OWNERS'** shall also mean all the said owners namely (1) Sugam Griha Nirmaan Ltd., (2) Erode Merchants (P) Ltd., (3) Alexia Dealers Pvt. Ltd. and (4) Arya Projects Ltd. being the joint owners of the said land described in the First Schedule hereunder written.
- C) **'ARCHITECT'** shall mean M/s. Shelter represented by its architect Shri Saugata Mitra having their office at unit 609/610, 6th Active Business Park, 54/ 10, D. C Dey Road, Kolkata, West Bengal 700015 and / or such Architects as the Developer may appoint from time to time.
- D) **'CAR PARKING SPACE'** shall mean the covered/open car parking spaces in the said complex, (if expressly agreed to be acquired by the Purchaser and stated in the **SECOND SCHEDULE** hereunder written and the Developer shall give possession thereof to the Purchaser along with that of the said Villa/Unit at the time of execution of these presents and upon payment of all dues remaining to the Developer).
- E) **'COMPLEX'** shall mean the entirety of the said Lands as described in the First Schedule hereunder written and the New Villas constructed thereon in accordance with the said sanctioned plans and also the RECREATION CENTRE/ CLUB and each building in the complex will have a separate identification name or number. In the complex the New Villas will be primarily for residential uses and purposes.
- F) **'COMMON PARTS/ PORTIONS'** shall mean the common parts, portions, facilities and amenities including the roof of the buildings, generator, generator installations, pump, pump installations, tube wells and its installations, drains, sewers, boundary walls and electrical installations, main gates, security room, paths and passages, staircases and lobbies, sewage treatment plant and underground and overhead water reservoirs etc. in the New Villas and/or the Complex, as shall be provided and determined by the Developer for the beneficial enjoyment of the Purchasers of the residential Villas saleable spaces as expressly provided hereinafter, excepting the areas earmarked for open / covered car parking spaces and the club/ recreation centre. The Purchasers of the residential Villas will have the right to enjoy the common portions as expressly stated in the **THIRD SCHEDULE** hereunder written.
- G) **'COMMON PURPOSES'** shall include the purposes of upkeep, management, maintenance, administration and protection of the common portions and the purposes of regulating mutual

rights, obligations, responsibilities and liabilities of the owners and/or occupants of the respective Villas and all other purposes or matters in which the owners and/or occupants have common interest relating to the New Villas and the Complex.

- H) **‘HOLDING ORGANISATION/MAINTENANCE COMPANY’** shall mean the Company /Society/Association that would be formed or promoted by the Developer for the common purposes, maintenance and upkeep of the Complex after disposal of all saleable units and areas and delivery of possession and execution of sale deeds of all saleable areas/units in the complex in favour of the respective acquirers.
- I) **‘PLAN’** shall mean the plans sanctioned by The Rajpur - Sonarpur Municipality being **No. SWS-OBPAS/2207/2024/0783 dated 09.05.2024.** for the construction of the New Villas at the said premises and Approved Completion Plans bearing No. _____ **dated** _____ and shall include all other additions, modifications, and revised sanctioned plans showing revised placement of the blocks as per the revised sanctioned plan and the plan shall be sanctioned in such phases as the Developer may require and the Purchaser has agreed not to raise any objection in any manner whatsoever or howsoever. The Developer shall be entitled to have the said sanctioned plan revised, added and/or altered for the purpose of availing further available constructible area by vertical and/or horizontal expansion in the said premises and upon obtaining sanction of such plan or plans the same shall also be treated as included within the definition of the said expression “PLAN”.
- J) **‘THE PREMISES’** shall mean the said lands containing an area of **103 decimals** equivalent to **62 Kottahs 5 Chattack 1.68 sft** (more or less) as per deeds and having an area of 3620.06 sq.mtrs (more or less) as per the physical measurement being the said Municipal Holding No. 709, Kusumba and more fully described in the **FIRST SCHEDULE** hereunder written.
- K) **‘THE BUILDING’** shall mean the new Villa block in the said complex wherein the unit/Villa of the Purchaser is situated /contained.

NOW THIS INDENTURE WITNESSETH that in the premises and in pursuance of the said Agreement for Sale dated _____ and in consideration of the said sum of **Rs. _____/- (Rupees _____ only)** well and truly to the Developer paid by the Purchaser at and before the execution of these presents (receipt whereof is admitted by the Developer and confirmed by the Owners and upon payment of the same they - the said Owners/Vendors and the Developer do hereby acquit release and discharge the said Villa/unit and the said Purchaser) they, the said Owners/Vendors do hereby grant convey transfer sell assign and assure All that entire residential

Villa No. _____ containing _____ sq.ft. Carpet Area **open/covered car parking space** described in the **SECOND SCHEDULE** hereunder written and marked in RED borders on the Floor Plans hereto annexed Together with the undivided proportionate indivisible variable share in the common parts and portions attributable to the said Villa and the said Owners do hereby assure transfer and release AND also together with the undivided, proportionate, indivisible share in the land beneath the said building AND the Developer doth hereby confirms that the Purchaser shall in relation to the said Villa/unit have the Easement and Quasi-Easement Rights as stipulated in the **SIXTH SCHEDULE** hereunder written AND ALSO TOGETHER WITH the common rights in common entrance to and from the said Villa through paths and passages in the Complex up to roadside and in common with others without causing any annoyance, obstruction, disturbance but subject always, to the terms and conditions herein contained. AND rents issues and profits in connection with the said Villa (and the car parking space if included and stated in the Second Schedule hereunder written) TOGETHER WITH all the legal incidents of the said unit AND ALSO all the estate right title interest property and claim and demand of the Owners/Vendors into and upon the said Villa. TO HAVE AND TO HOLD the said Villa and the said undivided share in the said land beneath the said building (attributable to the area of the said Villa) and the said open/covered car parking space conjunctively and as one unit and absolutely and forever as heritable and transferable Estate free from all encumbrances whatsoever BUT ALWAYS SUBJECT to the performance and observance and fulfillment of the covenants obligations and commitments of the Purchaser (which shall be always deemed as covenants running with said Villa and land) by the Purchaser AND ALSO subject to the covenants of the Purchaser as hereinafter stated AND subject to the rights of the Owners/Vendors/Developer as expressly stated and reserved to them as expressly stated in these presents AND ALSO subject to the Purchasers duly and regularly and timely paying and discharging all municipal taxes, other rates and taxes and charges and electricity dues and all other charges payable in respect of the said Villa AND ALSO the Purchasers paying proportionately the maintenance charges/common expenses and the pro-rata share of the land revenue payable for the said premises to the Government of West Bengal described in the **FOURTH SCHEDULE** hereunder written.

I. The SAID OWNERS/VENDORS DO HEREBY COVENANT WITH THE PURCHASERS AS FOLLOWS :-

(a) THAT notwithstanding any deed matter or thing whatsoever by the Owners/Vendors done or executed or knowingly suffered to the contrary, they the Owners/Vendors are lawfully rightfully and absolutely seized and possessed of the said Villa (being the said Villa and undivided proportionate indivisible attributable variable share in land beneath the building containing the said Villa and attributable to the super built up area of the said Villa hereby granted and conveyed or intended so to

be for a perfect and indefeasible and transferable estate of inheritance free from all encumbrances but subject to payment of the annual land revenue to the Government of West Bengal.

(b) THAT the Purchaser subject to the observance and fulfillment of the Purchaser's obligations shall and may be all times hereafter peacefully and quietly hold possess have and enjoy the said Villa without any lawful eviction interruption claim or demand whatsoever by the Owners/Vendors or any one claiming from under or in Trust for them.

(c) THAT the said Owners/Vendors shall and will at the requests and costs of the Purchaser do and execute and cause to be done and executed all such further lawful acts and deeds for more fully granting and conveying and assuring the said Villa unto the Purchaser as shall be reasonably required.

(d) THAT the Owners/Vendors unless prevented by fire or inevitable/unavoidable accident/reasons shall upon reasonable requests and costs of the Purchaser produce the original documents of title of the said land from time to time before the Purchaser and at all trials and commission or examination for establishing their title to the said land and shall ensure as far as practicable that the said original title deeds are kept safe and un-obliterated and are not cancelled.

The SAID DEVELOPER DOTH HEREBY in the premises acquit, release and discharge the said Villa and car parking and share and undivided share in the land beneath the building containing the said Villa and doth hereby covenant with the Purchaser to do and execute at the request and costs of the Purchaser all further acts, deeds and things as shall be reasonably required for more perfectly acquitting and releasing and discharging the said Villa by the Developer.

II. The SAID PURCHASER/S DOTH /DO HEREBY COVENANT WITH THE DEVELOPER AND THE OWNERS/ VENDORS AS FOLLOWS:-

1) The rights of the Purchaser shall remain restricted to the said Villa and the purchaser/purchasers shall not have any right claim over and in respect of any other portion of the said premises and the said Block and building/s and portions and parts in the complex save and except the right to use the common portions in common and harmony with other Villa owners/occupiers as expressly stated herein

2) In addition to the said consideration money, the Purchaser is and shall be responsible and liable to pay to the said Owners/Vendors the respective non-refundable amounts mentioned in the Part II of the **THIRD SCHEDULE** of the Agreement for Sale dated _____. The Purchaser shall also be liable to bear and pay the statutory taxes at the applicable rates as may be applicable on the sale of the said Villa and car parking space hereby sold by the Owners/Vendors and the Developer.

3) It is expressly agreed and understood that each building block does forms a separate entity AND that the Developer on completion of the entire project shall allocate such portion of lands for each of the said buildings/Blocks and also that certain areas in the complex shall be common for the benefits of all the Villa owners/occupants in the complex as shall be determined by the Developer AND the said Purchaser doth hereby accept and accords consent to such allocation and arrangement to be made by the Developer.

4) Since the entire complex is having separate buildings/blocks, as agreed, the Developer has provided/reserved the common parts/portions separately/exclusively for each building /block as detailed/stated in Part I of the **THIRD SCHEDULE** hereunder written and the Developer has also provided/reserved the common parts and portions of the complex as stated in Part II of the **THIRD SCHEDULE** hereunder written as common the all Villa holders of the complex.

5. As from the date of possession of the said Villa the Purchaser/s doth / do hereby agree and covenant with the Developer and the Owners/Vendors as follows :

(a) TO CO-OPERATE with other co-purchasers and the Developer in the management and maintenance of the said building and the Complex.

(b) TO OBSERVE the rules framed from time to time by the Developer and upon formation by the Association or Co-operative Society or Private Limited company for quiet and peaceful enjoyment of the said Villa and/or Building as a decent building in the complex without causing/creating any annoyance to any person whomsoever.

(c) TO ALLOW the Developer with or without workmen to enter into the said Villa for the purpose of maintenance and repairs of other portions of the other Villas (either above or below or adjoining) and for serving any notice.

(d) TO PAY and bear the common expenses and other outgoings and expenses since the date of actual delivery of possession/deemed date of delivery of possession as per the Notice of possession (whichever is earlier) and also the rates and taxes for and/or in respect of the said Building including those mentioned in the **FOURTH SCHEDULE** hereunder written, proportionately for the building and/or common parts/areas and the Complex and wholly for the said unit and/or to make further payment of the amounts on account thereof in the manner stated in the Agreement for Sale dated _____ and in these presents to the Developer or the Holding Organisation upon its formation (which may be an Association or Co-operative society or Private Limited Company to make such payments to the Association/Cooperative Society or Private Limited Company as the case may be) as stated in paragraph 6 hereinafter and such amount shall be deemed to be due and payable on and from the date of actual delivery of possession or deemed delivery of possession of the said Villa as per the Notice of Possession(whichever is earlier)

- (e) TO DEPOSIT the interest free amount required to be deposited with the Developer and upon the formation of the Holding Organisation, with the said Holding Organisation towards the liability for the rates and taxes and other outgoings.
- (f) TO PAY charges for electricity in or relating to the said Villa wholly to the Developer/Organisation/Electricity Suppliers as per bills for the units consumed and proportionately relating to the common parts of the building and the complex to the Developer/Holding Organisation.
- (g) NOT TO sub-divide the said Villa and/or the car parking space or any portion thereof, nor make any construction on the car parking space or Two wheeler space nor use the same for other purposes nor for storage purposes nor put any fencing/boundary on the sides thereof.
- (h) NOT TO do any act deed or thing or obstruct the construction and completion of the said building and the Complex in any manner whatsoever.
- (i) NOT TO throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said building and common parts/portions and/or the compound thereof and also in the areas of the Complex except in the space provided for placing garbage in the said complex.
- (j) NOT TO store or bring and allow to be stored and brought in the said Villa any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc. in any manner.
- (k) NOT TO hang from or attach to the beams or rafters or walls, any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- (l) NOT TO fix or install air conditioners in the said Villa save and except at the place which have been specified in the said Villa for such installation.
- (m) NOT TO do or cause anything to be done in or out or around the said Villa which may cause or tend to cause or amount to cause or affect any damage to any flooring or ceiling of the said Villa or adjacent to the said Villa and/or to any common portion in and out of the said building and not in any manner to interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- (n) NOT TO damage or demolish or cause to be damaged or demolished the said Villa or any part thereof or the fittings and fixtures affixed thereto.
- (o) NOT TO close or permit the closing of verandahs or lounges or balconies or doors/windows or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external wall or the fences of external doors and windows including grills of the said Villa which in the opinion of the Developer and/or the Holding Organisation differs or deviates from the colour scheme of the building or which in the opinion of the Developer may affect the elevation and the exterior walls of the said New Villas.
- (p) NOT TO install grills and railings, the designs of which have not been approved by the Architect. Not to install any protruded or extended grills in the windows or any other openings. The

Developer/Holding Organisation shall be entitled and will have the right to pull down any such grills and railing as are not approved, at the cost of the Purchaser. The Purchaser will not be allowed to change the elevation of the balconies (if provided) and the exterior or interior of the building and the paint and/or colour on the balcony walls and the colour of the exterior and interior of the building.

(q) NOT TO do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Villa or any part of the said building or cause increase in the premium to be payable in respect thereof if the building is insured.

(r) NOT TO make in the said Villa any structural addition and/or alteration of beams, columns, partition walls fixtures etc. or remove or place any wall or make any kind of alteration or improvement of a permanent nature except with the prior approval in writing of the Developer/Holding Organisation and also the concerned authority.

(s) NOT TO fix or install any window antenna or open any other window on the roof or terrace of the said building nor shall fix any window antenna in the Villa excepting that the Purchaser/s shall be entitled to avail of the cable TV connection in the said Villa.

(t) NOT TO use the said Villa or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use the same for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portion of the said building or to the owners and occupiers of the neighbouring buildings/premises or for any illegal or immoral purpose or as a boarding House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or as a place for common discourse or for any commercial (even if it is a small scale one) or industrial activities whatsoever and shall not be let for the use of professional chambers.

(u) TO MAINTAIN and keep in working condition the "SUGAM" signage on the ultimate roof of the Complex in perpetuity and the power for the said signage will be a part of the common area consumption and thereby the cost of maintenance and upkeep of the signage will be a part of the Common Area Maintenance payable by the Purchaser/s.

(v) TO ALLOW the Developer to enter the Complex and undertake the repair of the "SUGAM" signage at the Complex, if such circumstances arise.

(w) NOT TO keep in the car parking space, if allotted, anything other than medium size private motor cars or motor cycles and not to not raise or put up any kutchra or pucca construction, grilled wall/enclosures thereon or part thereof and to keep it always in the same condition (being open/covered) in which it has been given by the Developer. Dwelling or staying of any person or blocking by putting any articles in the car parking space shall not be allowed. The car parking space will be used without causing/creating obstruction in the parking/movement of other vehicles. The Purchaser is also not allowed to put any signboard or Glow sign outside the Villa.

(x) NOT TO park the car or two-wheeler on the pathway or open spaces of the building or at any other place in the Complex except the space allotted to it and shall use the pathways only for the purpose of ingress and egress.

(y) TO ABIDE by such rules and regulations as may be made applicable by the Developer before the formation of the Holding Organisation and after the Holding Organisation is incorporated to comply with and/or adhere to the rules and regulations as may be made applicable by such Holding Organisation.

(z) TO ABIDE by such rules and regulations regarding RECREATION CENTRE as shall be framed or made applicable from time to time by the Developer/Holding organization. The said Recreation Centre shall not be used for unlawful/harmful activities or for any kind of meeting place for political/religious objects or purposes.

(aa) NOT TO alienate sell, transfer or lease out the car parking space without the sale, transfer or letting out of the said Villa.

(bb) To apply to concerned municipality at Purchasers' own costs and efforts for obtaining the Purchaser's name mutated as the Owner/s of the said Villa, within 30 days from the date of execution of these presents.

6. For managing the common affairs and doing other connected acts concerning the entire complex the Developer shall cause to be formed a Holding Organisation which may be a syndicate and/or private limited company or a company within the meaning of the Companies Act 2013 and/or society and/or Association and the rules and regulations of such Holding Organisation shall be formulated by the Developer in consultation with its Solicitors (hereinafter referred to as HOLDING ORGANISATION).

7. It is agreed that in all matters of taking decisions or of forming and applying and relaxing the regulations, the decision of the Developer/Holding organization shall be final and binding on the Purchaser and the purchasers of other Villas in the said Complex for the management of the common portions in the New Villas in the Complex.

8. The Purchaser shall become a member of the said Holding Organisation and agrees to abide by the rules and regulations that may be made by the Developer and/or by the Holding Organisation for managing the common affairs and purposes and the maintenance and use of the common parts (including Recreation Centre) and the said Villa and the Purchaser agrees to make payment of all the amounts agreed to be paid in terms of the Agreement for Sale dated _____ and also as may be decided in furtherance of the terms contained herein.

9. For the purpose of proper representation and for effective administration of the said entire complex, the Developer will formulate a scheme whereby each of the buildings shall have its own representative to look after the particular building and such representative will be nominated to become a member of the Executive Committee of the Holding Organisation and any decision taken by the

Executive Committee of such Holding Organisation shall be final and binding on all the Villa owners at the said Complex.

10. The representative of a particular building shall be concerned with the upkeep and maintenance of the particular building but the affairs and matters relating to all buildings and/or the entire Complex would be looked after and/or maintained by all the members of the Executive Committee of the Holding Organisation and the decision of the Executive Committee shall be final and binding on all concerned.

11. As from the date of Notice of Possession the Purchaser shall be liable and has agreed to regularly and punctually make payment of the proportionate share of municipal rates, taxes and outgoings payable in respect of the said Villa until the said Villa is assessed separately and also the proportionate share of maintenance charges without raising any objection thereto ; And in the event of any default the Purchaser shall be liable and agrees to make payment of interest @ 18% per annum on the amounts outstanding and if such default shall continue for a period of two months the Developer / Holding Organisation without prejudice to their rights and contentions shall be entitled to and the Purchaser hereby consents :-

- (i) Prevent use of the lift by the Purchaser and all persons claiming through him,
- (ii) To stop the use of the facilities of the Recreation Centre, community hall, gymnasium, etc by the Purchaser and all persons claiming through him,

And the said services shall be restored only upon payment of all the amounts due with interest thereon as aforesaid and the Purchaser assuring not to make such defaults in future.

12. The purchaser doth hereby covenant/agree with the Owners/Vendors and the Developer as follows:

- (a) To regularly and punctually make payment of the proportionate share of maintenance charges.
- (b) To regularly and punctually make payment of the proportionate share of rates, taxes and other outgoings (hereinafter referred to as the RATES & TAXES).
- (c) Until formation of the Holding Organisation for the Complex and its taking over the affairs of the complex the Purchaser shall be liable and agrees to make payment of the proportionate share of the maintenance charges as well as the proportionate share of Rates and Taxes to the Developer without any abatement or adjustment for any reason whatsoever and the Purchaser agrees not to withhold payment of the same on any account whatsoever.
- (d) After formation of the said Holding Organisation and its taking over the affairs the Purchaser shall be liable and agrees to make payment of the said maintenance charges and rates and taxes to the Holding Organisation as the case may be and in such event the Developer shall stand relieved of its said responsibilities.

(e) For the purpose of payment of the maintenance charges the Purchaser at or before taking over possession of the said Villa shall pay to the Owners/Vendors a sum of Rs. 2/- per sq. ft of the area of the Villa per month for 12 months deposit as and by way of advance against monthly maintenance charges (hereinafter referred to as the ADVANCE AMOUNT) which amount shall be retained by the Developer, free of interest, and shall be used by the Developer for the maintenance of the said Complex for one year from the date of completion PROVIDED HOWEVER that there shall be no breach of any terms and conditions on the part of the Purchaser to be performed and observed. Such amount is to be paid @ Rs. 2/- per sq. ft. per month and shall be revisable according to the exigencies of the situation.

13.(i) The Developer has provided a Recreation Centre in the said complex for the benefits and common use of the purchaser and the purchaser of various Villas / constructed spaces / occupants of the units. The said Recreation Centre is consisting of an air conditioned Community Hall, Library, Table Tennis, Pool Table, Gymnasium, Steam Room, and Indoor Games, and Home Theatre as set out in the **FIFTH SCHEDULE** hereunder written.

(ii) All Villas Owners of the project at the said premises will become members and also contribute and pay the one-time non-refundable fees for becoming members and also the deposit for maintenance of the club/ recreation centre for a period of 12 months as shall be determined by the Developer and also the user charges for the club/ recreation centre as per the rules to be framed by the Developer.

(iii) The payment of the monthly subscription charges for the club/ recreation centre shall be compulsory irrespective of the Purchaser using the club/ recreation centre facilities or not. The monthly subscription charges and the daily user charges of the club/ recreation centre shall be determined by the Developer and such rates and charges shall be varied from time to time and shall be subject to escalation according to the exigencies of the situation.

(iv) The Purchaser has agreed to pay and contribute a sum of Rs. 50/- per sq. ft. towards the cost of the facilities to be provided at the said CLUB/ RECREATION CENTRE and the Purchaser shall also pay the monthly proportionate costs of maintenance of the Recreation Centre. The Purchaser shall also be liable to pay the daily charges for the facilities if the Purchaser avails the same.

14. The Purchaser doth consent to the Owners/Vendors and the Developer at their / its costs acquiring /purchasing further Lands / properties adjoining the said property described in the **First Schedule** hereunder written and to the amalgamation / inclusion of the said further Lands / properties with the said property described in the First Schedule hereunder written to the lawfully exploitation thereof and to the sanction of building plans enabling further construction of the building and enlarging the complex / project and to the combining and Joining of all facilities and infrastructural inside (both underground and overhead systems communications pathways, drive ways, water pipes, soil pipes, other mains and electricity mains etc. AND the doth agree and confirm that the said further constructed area will for all purposes be treated as included and part of the said complex.

15. The name of the Complex shall be “**Sugam VILLA 18**” and shall not be changed.
16. The Owners/Vendors and/or the Developer as per their own arrangements shall be entitled to all future vertical and horizontal exploitation of the said building and/or the said premises and/or the said Complex by way of additional construction and additional floors or otherwise and take revised sanction for that purpose and the Purchaser hereby does accept and consent to the same and does agree not to raise any objection thereto in any manner whatsoever or howsoever.
17. That the Developer shall be entitled to deal with all open/covered areas earmarked for parking of motor cars and Developer shall have exclusive control and rights over these areas and shall be fully entitled to use, transfer, assign and deal with the same without any objection by the Purchaser.
18. All notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the day of the date the same has been delivered for dispatch to the postal authority by registered post with acknowledgement due at the last known address of the parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO
THE SAID PREMISES

ALL THOSE the pieces and parcels of land together with the structures thereon containing an area of **103 decimals** equivalent to **62 Kottahs 5 Chattack 1.68 sft** (more or less) as per deeds and having an area of 3620.06 sq.mtrs (more or less) as per the physical measurement lying situate at Mouza Kusumba, Pargana Madanmalla, J.L. No. 50, R.S. No. 138, Touzi No. 259, Police Station : Sonarpur, Sub Registration Office : Sonarpur, in the District of 24 Parganas (South) numbered as Municipal Premises **No. 709, Kusumba**, (Previously part of larger holding no. 710 Kusumba), **P.O. Narendrapur, Kolkata-700103**, within the limits of **ward no. 7** of the Rajpur- Sonarpur Municipality and comprised in the **L.R. Khatian Nos. 2831, 2832, 2833 and 2834** and the following several Dag numbers.

L.R. Dag No.	R.S. Dag No.	Area (Decimals)
1841	1759	17.0
1844	1762	36.0
1845	1763	3.0
1847	1765	21.0
1848	1766	16.0

1849	1767	10.0
	Total Area	103 Decimals

Equivalent to 62 Kottahs 5 Chattack 1.68 sft

ON THE EAST - By others land
 ON THE SOUTH - By others land
 ON THE WEST - By others Land
 ON THE NORTH - By Public Road/ By Others Land

THE SECOND SCHEDULE ABOVE REFERRED TO
THE SAID UNIT/VILLA

ALL THAT the entire Villa No. _____ measuring _____ **sq.ft** (more or less) Carpet Area and marked in RED borders on the Floor Plan attached herewith with _____ **open/covered car parking space** together the proportionate share in common parts and facilities and together with the proportionate undivided indivisible share of land corresponding and/or attributable thereto.

THE THIRD SCHEDULE ABOVE REFERRED TO
COMMON PARTS

PART –I (Common for the entire Complex)

1. Children's play area
2. Landscaped garden
3. Generator
4. CCTV system/ 24 hours security
5. Sewage Treatment Plant
6. Water Filtration plant
7. Underground water reservoir
8. Drains, sewers, pipelines
9. Driveways and pathways
10. Common Toilet on the ground floor
11. Water Connection.
12. Boundary walls and main gates
13. Fire fighting system
14. Library

15. Indoor Games Room (Multi Purpose)
16. Air Conditioned Community Hall (Multi Purpose)
17. Gymnasium
18. Swimming Pool.

THE FOURTH SCHEDULE ABOVE REFERED TO:
COMMON EXPENSES

1. The costs and expenses of maintaining, repairing, redecoration and renewing etc of the New Villas in the complex, the boundary walls, the main structure and in particular the roof, drains, gutters and water pipes for all purposes, electric installations, cables and wires in under and upon the said building and enjoyed and used by the Purchaser in common with the occupiers or serving more than one Villa/other saleable spaces at the New Villas in the complex.
2. The costs of cleaning and lighting the main entrances, passages, landings, staircases and other common parts of the said building so enjoyed by the Purchasers in common as aforesaid.
3. The costs of painting, repainting, decorating and redecorating the exterior of the said building.
4. The cost of salaries of the janitors, officers, clerks, bill collectors, chowkidars or security men, sweepers, caretakers, parking valets, electricians, plumbers, health instructor and any other employee as the Developer/Holding Organisation may deem fit.
5. The costs charges and expenses of working and maintenance as well as repairs and replacement of common utilities such as generators, transformers, water pumps, water filtration plant, tubewell, firefighting equipment, air-conditioners and other equipments etc. as may be installed in the New Villas at the said complex.
6. Municipal tax and other rates, taxes, and outgoings in respect of the common portions.
7. Keeping the driveways in good condition and get the same repaired and when necessary.
8. Premium for the insurance of the New Villas at the said complex against loss or damage by earthquake, riot, strike, malicious damage, civil commotion, flood, fire, storm, cyclone, tempest and such other risks as the Developer/Holding Organisation may deem fit.

9. Such other expenses as are deemed necessary by the Developer/Holding Organisation for the maintenance and upkeep of the New Villas at the said premises and incidental to the holding and ownership of the land and building and the said Villa/space and other Villas and saleable spaces for the New Villas at the said complex.
10. Providing and arranging for the disposal of the rubbish/garbage from the receptacles providing by the Developer Holding Organisation.
11. The fees and disbursements paid to any caretaker, workmen, manager, contractor, agent, security agency as maybe appointed by the Developer Holding organisation in respect of the management, upkeep and maintenance of the New Villas at the said premises.
12. The fees of the qualified accountant if employed for auditing the accounts of the Holding Organisation.
13. Such amounts as shall be decided and fixed by the Developer Holding Organisation in their absolute discretion for administration and other like purposes.
14. The expenses to be incurred for the maintenance of the recreation centre/club at the said premises as may be determined by the Developer/Club. These expenses shall also include the salary of the manager, swimming pool maintenance staff, librarian, gym instructress, supervisors etc. as may be necessary from time to time. Other expenses for the recreation centre/club shall include the maintenance of the gym equipments, steam equipments, swimming pool, air conditioners, re-painting of the club community hall and the other areas and all other expenses that may be incurred in this regard.
15. Complying with the requirements of and directions of any competent authority and with the provisions of all statutes, regulations, orders and bye-laws relating to the management and maintenance of New Villas at the said premises.
16. Administration and management of the New Villas and arranging for all necessary meetings to be held for complying with all relevant statues and its own regulations and employing a suitable firm to deal with such matters if deemed fit by the Developer/ Holding Organisation.
17. The said Sinking Fund shall be kept in a separate account and any interest or income of the said fund (the balance thereof) shall be made over to and held by the Holding Organisation in trust for Purchasers and shall only be applied as stated in the aforesaid clauses of this agreement.

THE FIFTH SCHEDULE ABOVE REFERRED TO
RECREATION CENTRE FACILITIES OWNED BY THE OWNERS/VENDORS AND THE
DEVELOPER

1. Air conditioned Community Hall
2. Library/ Home theatre room
3. Indoor games room
4. Gymnasium
5. Table tennis & Pool Table
6. Indoor Play Area for Children

THE SIXTH SCHEDULE ABOVE REFERED TO
EASEMENT AND QUASI-EASEMENTS RIGHTS FOR THE PURCHASER
AND CO-PURCHASERS

1. The right in common with the other Purchasers for the use of common parts for ingress in and egress out.
2. The right of passage in common with other Purchasers to get gas, electricity, water connection, telephone connection, cable T.V. connection etc. from and to any other Villas or common parts through pipes, drains, wires, conduits lying or being in under through or over the said Villa as far as may be reasonably necessary for the beneficial use and occupation of the other parts of the building.
3. The right of protection of from by and for other parts of the Villa by all parts at the said Villa as far as it be necessary to protect the same.
4. The right of support from the said Villa that be enjoyed by the other parts of the project.
5. The right with or without workmen and with the necessary materials to enter from time to time to the other Villas for the purpose of repairing so far as may be necessary, pipes, drains, wires, and conduits as foresaid provided always that save in the case of emergency the Purchaser shall give a prior forty eight hours written notice to the other co-purchasers/Vendors/Holding Organisation of the intention for such entry as aforesaid.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED AND DELIVERED BY THE
OWNERS at Kolkata in presence of :

1.

(Biswanath Haralalka)
Authorised Signatory of
Sugam Griha Nirmaan Ltd
Erode Merchants Pvt. Ltd.
Alexia Dealers Pvt. Ltd.
Arya Projects Ltd

2.

SIGNED AND DELIVERED BY THE
DEVELOPER at Kolkata in presence of :

1.

Sugam Serenity LLP

Authorised Signatory
(Biswanath Haralalka)

2.

SIGNED AND DELIVERED BY THE
PURCHASER/S at Kolkata in presence of :

1.

2.

MEMO OF CONSIDERATION

Received by the Developer above-named, **from the Purchaser** the within mentioned sum of **Rs.**

_____/- (**Rupees** _____ **only**) as per memo below :

Sl. No	Cheque no. / DD no. /RTGS/ NEFT	Date	Drawn on	Amount

Witness :

1.

Sugam Serenity LLP

Authorised Signatory
(Biswanath Haralalka)
DEVELOPER

2.

Drafted by

DATED THIS _____ DAY OF _____

TWO THOUSAND AND _____

BETWEEN

SUGAM GRIHA NIRMAAN LTD. & OTHERS
(OWNERS)

AND

SUGAM SERENITY LLP
(DEVELOPER)

AND

(PURCHASERS)

CONVEYANCE DEED

OF VILLA NO. “ _____ ”

AT PRE. NO. “VILLA 18”,

709 KUSUMBA , KOLKATA - 700103