

DRAFT DEED OF CONVEYANCE (SUBJECT TO MODIFICATIONS)

THIS INDENTURE is made on this the _____ Day of _____ 2026

BETWEEN

Bengal Shriram Hi- Tech City Private Limited (PAN No- AAKCS 3576 J) (CIN U45203KA 2006PTC0440975), a Company incorporated under the Companies Act, 1956, having its Registered Office at No.31, 2nd Main Road Sadashivnagar, Bangalore - 560080 and corporate office at Level – 7, Block – B, “Victoria Park”, Block GN, Plot 37/2, , Sector V, Salt Lake, Post Office – Nabadiganta, Police Station – Salt Lake Electronic Complex, Sector V, Kolkata – 700091, represented by its authorised signatory **Mr. RAJARSHI SINHA**, (PAN No. - **APVPS8546P**) (Aadhar No - **886396965233**) Son of **Mr PRASANTA KUMAR SINHA**, working for gain at Level – 7, Block – B, “Victoria Park”, Block GN, Plot 37/2, , Sector V, Salt Lake, Post Office – Nabadiganta, Police Station – Salt Lake Electronic Complex, Sector V, Kolkata – 700091, **authorized vide Board Resolution dated 9th August, 2018**, hereinafter referred to as the “**OWNER**”/ “**PROMOTER**”/“**SELLER**” (which term or expression shall, unless repugnant to the subject or

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context thereof, be deemed to mean and include its successors, successor-in-interest, nominee and assigns) of the **FIRST PART**;

AND

NAME-_____ (**PAN No.** _____) (**Aadhaar No.** _____), aged about _____ years, SON / DAUGHTER / WIFE / HUSBAND / FATHER / MOTHER OF _____ **AND NAME-**_____ (**PAN No.** _____) (**Aadhaar No.** _____), aged about _____ years, SON / DAUGHTER / WIFE / HUSBAND / FATHER / MOTHER OF _____ both residing at

_____, Post Office - _____, Police Station - _____, District - _____, State- _____ PIN - _____, (hereinafter **Jointly Referred** to as the **“PURCHASERS”** / **“ALLOTTEE/S”**, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, administrators, successors-in-interest, executors and/or permitted assigns) of the **SECOND PART**.

The said Owner/ Promoter and the Purchaser/s/Allottee/s shall, hereinafter collectively be referred to as the **“Parties”** and individually as the **“Party”**.

- A.** One Hindustan Motors Limited, having its registered office at Birla Building, 9/1, R.N. Mukherjee Road, Kolkata – 700001 (**“HML”**), was in possession and enjoyment of approximately 709 acres of land comprised in various Dag Nos./plot nos. situated in Mouza Bara Bahera, J.L. No. 105 (previously J.L No.5), Mouza Khorda Bahera, J.L. No. 106(Previously J.L No. 6), Mouza Konnagar, J.L. No. 107(Previously J.L No. 7), Mouza Kotrong, J.L. No. 108 (previously J.L No. 8), Mouza Bhadrakali, J.L. No. 109(Previously J.L No. 9) and Mouza Makhla, J.L. No. 111(Previously J.L No. 11), under various Khatian Nos. within the jurisdiction of Uttarpara Police Station in the District of Hooghly, West Bengal.
- B.** By virtue of an order vide Memo No. 2675-GE(M)/5M-03/06 dated 13th September, 2006 issued by the Land and Land Reforms Department of the Government of West Bengal (**“Government Order”**), contiguous land parcel admeasuring 314 acres of land comprised in various dag/plot nos. under the Mouzas Bara Bahera, Khorda Bahera, Konnagar, Kotrong, Bhadrakali and Makhla, out of the land admeasuring 709 acres which was under the possession and enjoyment of HML, was technically resumed by the Government of West Bengal and resettled in favour of HML along with freehold rights to develop or cause to be developed a township on the said freehold land or part thereof and to sell, lease or otherwise dispose of the whole or substantial part of the said freehold land in the manner and subject to the terms and conditions contained in the Government Order.
- C.** Subsequently, the Promoter has purchased the entire 314 acres of freehold land comprised in various dag/plot nos. under the Mouza Khorda Bahera, J.L NO. 106 (previously J.L. No. 6), Mouza Konnagar, J.L. No. 107 (previously J.L no. 7), Mouza Bara Bahera, J.L. No.105 (Previously J.L no. 5) , Mouza Kotrong, J.L. No. 108 (previously J.L. No. 8), Mouza Bhadrakali, J.L. No. 109 (previously J.L. No. 9) and Mouza Makhla, J.L. No. 111 (previously J.L. No. 11) under L.R. Khatian Nos. 1808, 11976, 4129, 5798, 7798, 5935 under the jurisdiction of the Uttarpara Police Station and within the local limits of Uttarpara-Kotrong Municipality and Kanaipur Gram Panchayat in the District of Hooghly, West Bengal from the erstwhile owners HML in 5 (five) separate parts/lots (LOT-A, B, C, D & E) by way of 5 (five) separate Sale Deeds. Subsequently on 11th February 2026, the Promoter transferred a land measuring 42.37 acres comprised in 301, 193, 192 dag Nos./plot nos., situated in Mouza Bhadrakali, J.L no. 109 (previous J.L. No. 9) under Khatian No. 7798 and Dag/ Plot No.

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432,1503,1504,1505, 1538 1559,1560,1561,1566,1591,1593,1597,1599,1667 Mouza Makhla, J.L no. 111 (previous J.L. No. 11) under Khatian No. 5935 within the jurisdiction of Uttarpara Police Station in Hooghly District, West Bengal falling within the local limits of Uttarpara Kotrung Municipality in favour of Govt of West Bengal by virtue of Deed of Conveyance vide Deed no 0645 of 2026 (“**Township Land**”).

- D.** The said Promoter herein, is developing an integrated township named “**SHRIRAM GRAND CITY**” in a phase wise manner in conformity with the terms and conditions of the Government Order (“**Township**”). The Township shall be developed in phases, each of which constitutes a separate project.
- E.** By a **sale deed dated 2nd September, 2009** made between HML, therein referred to as the “Vendor” of the one part, and Bengal Shriram Hi-Tech City Pvt. Ltd., the Promoter herein, therein referred to as the “Purchaser/s” of the other part, which was registered in the office of the Additional Registrar of Assurances-III, Kolkata and duly recorded in Book – I, Volume No. 21-22 Pages 10 to 80 being Deed No. 531 for the year 2008, the said HML sold, transferred and conveyed in favour of the said Bengal Shriram Hi-Tech City Pvt. Ltd., the PROMOTER herein **ALL THAT** piece and parcel of land admeasuring **63.020** acres, being the LOT-C of the Township Land (as defined in the recitals hereinabove), comprised in L.R. Dag Nos. 4476(P) under R.S. Khatian No. 11721 L.R. Khatian No. 11976 in Mouza Konnagar, J.L. No. 107 (Previously J.L. No. 7), L.R. Dag Nos. 1515,3444(P),3663,3664,3665(P),3666(P),3667(P) under R.S. Khatian No. 3847, L.R. Khatian No. 4129 in Mouza Barabahera J.L. No. 105 (previously J.L. No.5) and L.R. Dag Nos. 1891(P),1897(P),1898(P),1899(P),1900(P),1901(P) under R.S. Khatian No. 1677 L.R. Khatian No. 1808 in Mouza Khordabahera, J.L. No. 106 (previously J.L. No. 6) and situated under the Uttarpara Police Station within the limits of Kanaipur Panchayat of Hooghly District in West Bengal (hereinafter referred to and identified as the “**LOT-C LAND**”).
- F.** Subsequently, based on the scrutiny of the survey report filed by the office of the Block Land and Land Reforms Officer (“**BL&LRO**”), Sreerampore-Uttarpara, vide Memo No. 287/SRU/09 dated 18th (eighteenth) March, 2009, it was discovered by the party of the first part herein that there were several inconsistencies and discrepancies in the R.S. Dag Nos. corresponding or relating to the L.R. Dag Nos. of the various plots/parcels contained in the Lot-C Land purchased by it, as recited hereinabove.
- G.** By a deed of declaration dated 02.09.2009 made between HML, therein referred to as the “Vendor” of the one part, and Bengal Shriram Hi-Tech City Pvt. Ltd., the Owner/Promoter, therein referred to as the “Purchaser” of the other part, which was registered in the office of the Additional Registrar of Assurances - III, Kolkata and duly recorded in Book – IV, Volume No. 6, Pages 3019 to 3040, being Deed No. 04309 for the year 2009, the various inconsistencies and discrepancies in the R.S. Dag Nos. corresponding or relating to the L.R. Dag Nos. of the various plots/parcels contained in the Lot-C Land purchased by the party of the first part were finally rectified.
- H.** By a sale deed dated 2nd September, 2009 made between HML, therein referred to as the “Vendor” of the one part, and Bengal Shriram Hi-Tech City Pvt. Ltd., the Promoter herein, therein referred to as the “Purchaser/s” of the other part, which was registered in the office of the Additional Registrar of Assurances-III, Kolkata and duly recorded in Book – I, Volume

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No. 4, Pages 112 to 138 being Deed No. 255 for the year 2008, the said HML sold, transferred and conveyed in favour of the said Bengal Shriram Hi-Tech City Pvt. Ltd., the Promoter herein ALL THAT piece and parcel of land admeasuring 63.880 acres, being the LOT-D of the Township Land (as defined in the recitals hereinabove), comprised in L.R. Dag Nos. 4499,4476(P) under R.S. Khatian No. 11721 L.R. Khatian No. 11976 in Mouza Konnagar, J.L. No. 107 (previously J.L No. 7), L.R. Dag Nos. 148(P),150(P),151(P),152(P) under R.S. Khatian No. 5690, L.R. Khatian No. 5798 in Mouza Kotrang J.L. No. 118 (previously J.L No.18) and L.R. Dag Nos. 3444(P), 3665(P)3666(P),3667(P) under R.S. Khatian No. 3847 L.R. Khatian No. 11976 in Mouza Konnagar, J.L. No. 107 (Previously J.L No. 7) situated under the Uttarpara Police Station within the limits of Kanaipur Panchayat of Hooghly District in West Bengal (hereinafter referred to and identified as the “**LOT-D LAND**”).

- I.** Subsequently, based on the scrutiny of the survey report filed by the office of the BLLRO, Sreerampore-Uttarpara, vide Memo No. 287/SRU/09 dated 18th (eighteenth) March, 2009, it was discovered by the party of the first part herein that there were several inconsistencies and discrepancies in the R.S. Dag Nos. corresponding or relating to the L.R. Dag Nos. of the various plots/parcels contained in the Lot-C Land purchased by it, as recited hereinabove.
- J.** By a deed of declaration dated 02.09.2009 made between HML, therein referred to as the “Vendor” of the one part, and Bengal Shriram Hi-Tech City Pvt. Ltd., the Owner/Promoter, therein referred to as the “Purchaser” of the other part, which was registered in the office of the Additional Registrar of Assurances - III, Kolkata and duly recorded in Book – IV, Volume No. 6, Pages 2976 to 2996, being Deed No. 04307 for the year 2009, the various inconsistencies and discrepancies in the R.S. Dag Nos. corresponding or relating to the L.R. Dag Nos. of the various plots/parcels contained in the Lot-D Land purchased by the party of the first part were finally rectified.
- K.** By virtue of the sale deeds dated 29.01.2008 and 08.12.2007 more particularly set out under Recital E and H hereinabove and the deeds of declaration dated 02.09.2009 and 02.09.2009 more particularly set out in Recital G & J hereinabove, the Owner/Promoter has become the sole owner of and is absolutely seized and possessed of or otherwise sufficiently entitled to the **Lot-C and Lot-D** Land respectively.
- L.** Owner/Promoter has subsequently been recorded as a “Raiyat” in respect of the Lot-C and Lot-D Land in the Record-of-Rights maintained at the office of BLLRO, Sreerampore – Uttarpara and is the absolute and lawful owner of all the Lots of the abovementioned land.
- M.** Thereafter, the LOT-C and D LAND has been interalia converted to non-agriculture land and presently classified as “Upanagari” vide Order No. IX-2/07(Comm)/2358/1(7)/S/2015 dated 20th April, 2015.
- N.** The Promoter is presently developing residential plots and commercial units in the name and style of “**Shriram Southbrook**” (“**Project Shriram Southbrook**” / “**Project**”) on **ALL THAT** pieces and parcel of contiguous land altogether admeasuring **16.17 acres** (equivalent to 65437.668 Sq. Mtrs.) out of the LOT-C & D LAND as mentioned hereinabove falling within Mouza Barabehera J.L. No. 105 (previously J.L No. 05), comprised in LR Dag No. 3444 under LR Khatian no. 4129 and mouza Konnagar J.L. No. 107 (Previously J.L No. 07),

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and comprised in L.R. Dag No. 4476 under L.R. Khatian No. 11976 within the Kanaipur Gram Panchayat ,Police Station – Uttarpara in the District of Hooghly, West Bengal, more particularly described in the **Schedule A Part -I** hereunder written and hereinafter referred to as the (“**Project Land**”).

- O.** Subsequently, pursuant to a mortgage deed No. I-1021 of 2026 dated 26.02.2026, the Promoter has availed project finance from VENUS INDIA ASSET FINANCE PRIVATE LIMITED, for financing the construction work relating to the development of the Project Shriram Southbrook.
- P.** The Promoter has obtained the final layout plan, sanctioned plan and approvals for the Project from Kolkata Metropolitan Development Authority (“**KMDA**”), who vide following approvals has sanctioned the Project **Shriram Southbrook**.
- Q.** The Project Land is earmarked for the purpose of building a project comprising of [•] residential plots and [•] commercial units in a Commercial Building. The said Project is a part of the integrated Township, i.e., Shriram Grand City.
- R.** The part of the Project measuring 0.55 acres land shall have a Commercial Building (*as defined herein after*) comprising [•] commercial units, along with Common Areas and Facilities of the Neighbourhood Commercial Zone (*as defined herein after*) as more particularly detailed in **Schedule E** hereunder (“**Neighbourhood Commercial Zone**”).
- S.** The Promoter has given to KMDA a written intimation of commencement of the development work of the Project vide its letter no. [•] as per obligation based on the Development Permission and Sanction” issued Vide Letter No. 385/KMDA/SPU/I-5/09/SW dated 05.03.2026.
- T.** The Owner/Promoter herein has registered the Project Shriram Southbrook under the provisions of the Act with West Bengal RERA Authority at Kolkata on _____ under registration no. WBRERA/P/HOO/2025_____.
- U.** The Purchaser had applied for a Commercial Unit in the Commercial Building at the Neighbourhood Commercial Zone in Project Shriram Southbrook as more fully described and detailed in Part III of **Schedule A** hereto for a sale price of **Rs** _____ (“**Sale Price**”) in the Project Shriram Southbrook and upon issuing the provisional allotment letter, the Owner/Promoter had confirmed and agreed to sell the said Commercial Unit by a registered agreement for sale, being No. _____ dated _____, registered in the office of **A.D.S.R Uttarpara** in Book No- **I**, Volume _____, Page _____, Being _____ (hereinafter referred to as the “**said Agreement**”) on the terms and conditions mentioned herein. The Commercial Unit is delineated in the concerned floor plan annexed hereto which is marked as Schedule A and duly bordered thereon in ‘RED’ colour.
- V.** The Parties have gone through all the terms and conditions set out in this Sale Deed and understood the mutual rights and obligations detailed herein and the same shall, in the event of conflict, prevail over and supersede all other terms and conditions of any other document, if any prevailing at any time herein before as mentioned hereinabove.

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- W.** The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Sale Deed and all Applicable Laws, are now willing to enter into this Sale Deed on the terms and conditions appearing hereinafter. Owner/Promoter/Seller, at the request of the Purchaser and with the consent of the Purchaser, is hereby executing this Sale Deed on mutually agreed terms and conditions contained herein, for the purpose of recording the detailed and comprehensive terms and conditions relating to the sale and purchase of the Commercial Unit as appearing hereinafter.
- X.** In accordance with the terms and conditions set out in this Sale Deed as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Purchaser hereby agrees to purchase the Commercial Unit as specified in Recital U.
- Y.** The Purchaser together with all other purchasers of commercial units in the Project shall have only proportionate undivided variable and impartible interest and not any individual right in all Common Areas and Facilities of the Neighbourhood Commercial Zone.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. DEFINITIONS:

For the purpose of this Agreement, unless the context otherwise requires and in addition to the terms defined elsewhere in the Deed: -

- a) "Act" / "RERA" shall mean the Real Estate (Regulation and Development) Act 2016 as amended/replaced from time to time and wherever relevant shall also include the West Bengal Housing Industry Regulatory Act, 2017;
- b) "Advance Core Maintenance Charges" shall have the meaning ascribed to it in Clause 7.1.4;
- c) "Advance Township Maintenance Charges" shall have the meaning ascribed to it in Clause 7.2.6;
- d) "Agreement" means the agreement for sale dated [•] entered between the Owner/Promoter and the Purchaser/s/Allottee/s.
- e) "Applicable Laws" means all statute, law, regulation, ordinance, rule, judgement, order, decree, bye-law, approval of any Governmental Authority, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation having the force of law or any of the foregoing by any Governmental Authority having jurisdiction over the matter in question, in effect at the relevant time in India;
- f) "Architect" shall mean person(s) and/ or firm(s) and/ or company(s) whom the Owner/Promoter may appoint from time to time as the architect for Project Shriram Southbrook and who is registered under the provision of the Architect Act, 1972;
- g) "Association"/"Owners' Association" shall mean the association, society, or other body of Allotees/owners, as may be formed or caused to be formed by the Promoter in accordance with Applicable Laws, for the purposes of management, administration, operation, maintenance and upkeep of the Common Areas and Facilities of the Neighbourhood Commercial Zone comprised in the Project. The Owners' Association shall be distinct and separate from any association or body of owners formed or proposed to be formed for the residential plots of the Project.
- h) "BL&LRO" shall have the meaning ascribed to it under Recital F;
- i) "Built-up Area or BUA" shall mean the constructed area of the Commercial Unit which includes the thickness of the external walls, pillars and columns in the Commercial Unit. PROVIDED THAT, if any wall or pillar or column be common between 2 (two) commercial units then, half of the area under such wall, column or pillar shall be

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- included in each such commercial unit;
- j) “**Carpet Area**” shall mean the net usable floor area of the Commercial Unit, excluding the area covered by the external walls, area under services shafts, but includes the area covered by the internal partition walls of the Commercial Unit;
- k) “**Clause**” means a clause in this Deed;
- l) “**Commercial Building**” shall mean the building or structure constructed or proposed to be constructed in the Neighbourhood Commercial Zone, comprising exclusively of commercial units together with the Common Areas and Facilities of the Neighbourhood Commercial Zone appurtenant thereto, more fully described in Schedule E, as sanctioned by the competent authority, and intended for commercial use in accordance with the approved plans and Applicable Laws, and which forms a distinct component of the Project separate from the residential project/plots and their associated amenities;
- m) “**Commercial Unit**” shall have the meaning ascribed to it in Schedule A Part III;
- n) “**Common Areas and Facilities of the Neighbourhood Commercial Zone**” shall mean the common areas, common utilities, amenities, services and facilities forming part of and appurtenant to the Neighbourhood Commercial Zone at the said Project, as more particularly described in Schedule E, which are intended for common use and enjoyment by the allottee/s of the commercial unit(s) in the said Neighbourhood Commercial Zone. For the avoidance of doubt, the expression “Common Areas and Facilities of the Neighbourhood Commercial Zone” shall be restricted to those forming part of or exclusively serving the Neighbourhood Commercial Zone and shall not include any residential areas, facilities or amenities intended for the residential plots or other components of the Project. The expression shall further exclude Parking Space(s) as sanctioned by KMDA;
- o) “**Core Maintenance**” shall have the meaning ascribed to it in Clause 7.1.1;
- p) “**Core Maintenance Charges**” shall have the meaning ascribed to it in Clause 7.1.3;
- q) “**Corpus Deposit**” shall have the meaning ascribed to it in Clause 7.1.5;
- r) “**Deed/Sale Deed**” means this sale deed executed by the Owner/Promoter for conveyance of the Commercial Unit in favour of the Purchaser/s/Allottee/s;
- s) “**Deemed Date of Possession**” shall have the meaning ascribed to it in Clause 4.5;
- t) “**Defect Liability Period**” shall have the meaning ascribed to it in Clause 8.1;
- u) “**Force Majeure Events**” shall have the meaning ascribed to it in Clause 18.8;
- v) “**Governmental Authority**” shall mean the Government of West Bengal or any semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity exercising powers conferred by Applicable Law;
- w) “**Government Order**” shall have the meaning ascribed to it under Recital B;
- x) “**HML**” shall have the meaning ascribed to it under Recital A;
- y) “**Inspection Notice**” shall have the meaning ascribed to it in Clause 4.2;
- z) “**KMDA**” shall have the meaning ascribed to it Recital P;
- aa) “**Limited Common Area**” shall mean and include the sanctioned Parking Space/s, which are allotted for the exclusive use of the llottee/s to whom it has been allotted as they would be attached to such commercial units and capable of being used by the allottee/s of the commercial units only. The Limited Common Area shall be maintained by the allottee/s of the commercial units, who have opted for it, at their cost and not as part of the Common Areas and Facilities of the Neighbourhood Commercial Zone;
- bb) “**LOT-C LAND**” shall have the meaning ascribed to it in Recital E;
- cc) “**Neighbourhood Commercial Zone**” shall have the meaning ascribed to it in Recital R;
- dd) “**Other Charges and Deposit**” means as mentioned in Schedule C, Part II of the Agreement for Sale and includes payment for Core Maintenance Charges, Advance Core Maintenance Charges, Corpus Deposit, Township Maintenance, Advance Township Maintenance Charges, and/or Special Facilities morefully mentioned in the Payment Schedule at Schedule C herein.

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- ee) **“Parking Space(s)”** shall mean the designated parking space(s) sanctioned by KMDA and specifically earmarked for the commercial units by the Promoter and available in limited numbers, reserved for exclusive use by the purchaser/s/lottee/s of commercial units and lawful occupants in the Neighbourhood Commercial Zone for parking cars and two-wheeler;
- ff) **“Payment Schedule”** shall have the meaning ascribed to it in Schedule C;
- gg) **“Possession Date”** shall have the meaning ascribed to it in clause 4.4;
- hh) **“Possession Notice”** shall have the meaning ascribed to it in clause 4.3;
- ii) **“Possession Period”** shall have the meaning ascribed to it in Clause 4.3;
- jj) **“Project Shriram Southbrook” / “Project”** shall have the meaning ascribed to it under Recital N;
- kk) **“Project Land”** shall have the meaning ascribed to it under Recital N;
- ll) **“Regulations”** means the Regulations made under Real Estate (Regulation and Development) Act, 2016;
- mm) **“Rules”** means the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the RERA, i.e., Real Estate (Regulation and Development) Act, 2016;
- nn) **“Sanctioning Authority”** shall mean KMDA (Kolkata Metropolitan Development Authority) and/or any other competent authority who shall have the power to sanction/renew/issue necessary NoCs/certificates for the said Project Shriram Southbrook and or any part thereof, for the time being in force;
- oo) **“Sale Price”** shall mean the amount as detailed in Recital U;
- pp) **“Super-Built Up Area”** or **“SBUA”** shall mean the Built up Area and the undivided proportionate area occupied by the Common Areas and Facilities of the Neighbourhood Commercial Zone;
- qq) **“Total Payable Amount”** shall be an aggregate of the Sale Price, Other Charges and Deposits along with all applicable rates and taxes and include any other amount payable by the Purchaser/s/Allottee/s in terms of the Payment Schedule mentioned in Schedule C of this Deed and shall be collected from the Purchaser/s and/or to be paid before the grant of possession;
- jj) **“Township”** shall have the meaning ascribed to it in Recital D;
- kk) **“Township Land”** shall have the meaning ascribed to it under Recital C;
- ll) **“Township Maintenance”** shall have the meaning ascribed to it in Clause 7.2.4;
- mm) **“Township Maintenance Charges”** shall have the meaning ascribed to it in Clause 7.2.5; and
- nn) **“WBREERA”** shall mean West Bengal Real Estate Regulatory Authority.

INTERPRETATION:

- (a) Reference to a person includes a reference to a corporation, partnership firm, association or other jural entity and vice versa;
- (b) Words in singular shall include the plural and vice versa;
- (c) Reference to a gender includes a reference to all other genders;
- (d) A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;
- (e) Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Sale Deed;
- (f) The Schedules shall have effect and be construed as an integral part of this Sale Deed;
- (g) The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Sale Deed;
- (h) The captions and headings in this Sale Deed are for convenience and reference only and do not enter into or become a part of the substance hereof; and
- (i) All pronouns include the masculine, feminine, neuter, singular or plural and the name of persons, firms, corporations, trusts or the parties, as the context may require.

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2. TRANSFER OF TITLE

- 2.1 At the specific and voluntary request of and at the behest of the Purchaser/s/Allottee/s and upon receipt of the Sale Price as stipulated in Schedule C, the Owner/Promoter hereby absolutely sells, transfers and conveys the Commercial Unit and the Purchaser/s/Allottee/s hereby purchases the Commercial Unit. It is mutually agreed and understood between the parties that the Purchaser/s/Allottee/s shall pay the remaining balance of the Total Payable Amount as per Schedule C upon receiving the Possession Notice from the Owner/Promoter and before taking possession of the Commercial Unit.
- 2.2 The right, title, ownership and interest of the said Commercial Unit is absolutely sold, conveyed, transferred, granted and assigned to the Purchaser/s/ Allottee/s free from encumbrances.
- 2.3 The Purchaser/s/Allottee/s is executing and registering this Sale Deed with free will and consent, under no compulsion or coercion from any person on terms and conditions mutually agreed between the Parties. The Owner/Promoter is registering the Sale Deed at the specific and voluntary request of the Purchaser/s/Allottee/s in good faith and believing upon the request and representation of the Purchaser/s/Allottee/s.
- 2.4 The Purchaser/s/ Allottee/s has/have independently examined and/or caused to be examined and made himself fully aware of and has thoroughly satisfied himself about, inter alia, the right, title and interest of the Owner/Promoter to the Neighbourhood Commercial Zone, the plans sanctioned by KMDA, the necessary approvals, permissions and about the status of construction of the Neighbourhood Commercial Zone, the Common Areas and Facilities of the Neighbourhood Commercial Zone specifically earmarked within the Neighbourhood Commercial Zone (which is more fully and particularly listed in Schedule E hereinbelow- and the said Commercial Unit, including the specifications, quality of materials being used, structural stability, workmanship, Carpet Area, Built-up Area and Super Built-up Area of the said Commercial Unit and is purchasing the said Commercial Unit pursuant to the Agreement between the Owner/ Promoter and the Purchaser/s/ Allottee/s. The Purchaser/s / Allottee/s undertakes and covenants not to raise henceforth any objection or claim or make any requisition regarding any of the above matter/issues and also waives the right, if any, to do so.

3. CONSTRUCTION OF NEIGHBOURHOOD COMMERCIAL ZONE/ COMMERCIAL UNIT

- 3.1 The Purchaser/s/Allottee/s hereby specifically promises to fully cooperate with the Owner/Promoter for allowing completion of the Commercial Unit and the Neighbourhood Commercial Zone and also grants his consent to the Owner/Promoter for remaining in possession and control of the Commercial Unit till its completion in accordance with Applicable Laws and till the payment of the Total Payable Amount by the Purchaser/s / Allottee/s. Based on such promise from the Purchaser/s/Allottee/s, the Owner/Promoter, in good faith, has accepted this arrangement volunteered by the Purchaser/s/Allottee/s and accordingly the Owner/Promoter has agreed to execute and register this Deed.
- 3.2 The Purchaser/s/Allottee/s further agrees that even after taking possession of the Commercial Unit, they shall have no objection to the Owner/Promoter in continuing with the construction of additional structures and/or buildings adjacent to or above the Commercial Building or in the Neighbourhood Commercial Zone, as sanctioned by the competent authority, on any ground whatsoever or howsoever. The Purchaser/s/Allottee/s shall not object, complain, obstruct and claim any compensation and/or withhold any payment payable to the Owner/Promoter for the same.

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- 3.3 The Purchaser/s/Allottee/s hereby freely consents that the Owner/Promoter shall have full right, title and interest to use and utilize the additional FSI/FAR/TDR in respect of the Project Land comprised in the Neighbourhood Commercial Zone, after obtaining such other approvals/consents/permissions that may be required under the provisions of Applicable Laws, even after the sale deed of all the residential plots/ commercial units in the Project have been executed and the Purchaser/s/Allottee/s or the Association or any member of the Association shall not raise any objection, individually or collectively, of whatsoever nature for the same.
- 3.4 The Promoter/Owner have also reserved their right of usage of common areas, roads, pathways and passages, service area, amenities, facilities, utilities and other infrastructure in the Project Land for undertaking/supporting the development of the Township as well as for maintenance of services therein. This right is in the nature of an easement which runs as a covenant with the Project Land. The Purchaser/s/Allottee/s agree/s and undertake/s hereby to execute any such separate writings/ documents as may be required by the Promoter/Owner, confirming unfettered, permanent and irrevocable easmentary right in favour of the Owner/Promoter at any time hereinafter.

4. POSSESSION OF SAID COMMERCIAL UNIT

- 4.1 The Owner/Promoter agrees and understands that there shall be timely delivery of possession of the Commercial Unit to the Purchaser/s/Allottee/s and the Common Areas and Facilities of the Neighbourhood Commercial Zone to the Association of Purchaser/s/Allottee/s (as soon as the Association is formed). The process for grant of possession as was mentioned in the Agreement and as mutually agreed by the parties in this Deed are herein after narrated.
- 4.2 The Owner/Promoter shall intimate the Purchaser/s/Allottee/s to come for inspection of the said Commercial Unit ("**Inspection Notice**") within a period specified in the Inspection Notice. In case the Purchaser/s/Allottee/s fail/s to turn up for inspection within the period stipulated in the Inspection Notice, the Commercial Unit would be deemed to have been inspected and accepted by the Purchaser/s/Allottee/s. During the inspection, the Owner/Promoter shall make a list of major snags as may be indicated by the Purchaser/s/ Allottee/s and clear the snags within a time period informed to the Purchaser/s/Allottee/s at the time of inspection. The decision of the Owner/Promoter with regard to the clearance of the snags will be final.
- 4.3 The Owner/Promoter shall serve upon the Purchaser/s/Allottee/s, a notice in writing to take over possession of the Commercial Unit ("**Possession Notice**") within the period stipulated in the said Possession Notice ("**Possession Period**").
- 4.4 The Purchaser/s/Allottee/s shall take over physical possession of the Commercial Unit from the Owner/Promoter on any date within the period stipulated in the Possession Notice ("**Possession Date**") subject to the payment of the remaining Total Payable Amount in conformity with the Payment Schedule as stated in Schedule C herein and upon fulfilling the compliances mentioned in the Possession Notice and upon the complete performance, observance and fulfillment of all the terms and conditions of this Sale Deed and its connected documents by the Purchaser/s/Allottee/s.

If the Purchaser/Allottee, for whatsoever reason, fail/s and/or neglect/s to participate and take over physical possession of the Commercial Unit from the Owner/Promoter within the period stipulated in the Possession Notice, the Purchaser/s/Allottee/s shall be deemed to have taken possession upon expiry of the period specified in the Possession Notice for taking over possession of the Commercial Unit ("**Deemed Date of Possession**") for all purposes, irrespective of the actual date on which the Purchaser/s/Allottee/s take/s over the physical possession of the Commercial Unit, and such Deemed Date of Possession will be construed as the Possession Date.

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- 4.5 On and from the Possession Date or the Deemed Date of Possession, as may be applicable :
- 4.5.1 The Commercial Unit shall be at the sole risk and responsibility and cost of the Purchaser/s/Allottee/s and the Owner/Promoter shall have no liability or concern thereof;
- 4.5.2 The Purchaser/s/Allottee/s shall become liable to pay the maintenance and other charges or any other outgoings in respect of the Commercial Unit;
- 4.5.3 All taxes, deposits and other levies/charges, utility payments imposed, demanded or required to be paid to the authorities concerned relating to the Commercial Unit and the undivided interest in the Common Areas and Facilities of the Neighbourhood Commercial Zone shall be borne and paid by the Purchaser/s/Allottee/s;
- 4.5.4 All other expenses necessary and incidental to the management and maintenance of the Common Areas and Facilities of the Neighbourhood Commercial Zone as determined by the Promoter/Association of the Purchaser/s/Allottee/s as the case may be shall be borne by the Purchaser/s/Allottee/s;
- 4.6 In the event the Owner/Promoter is unable to deliver possession of the Commercial Unit within the time frame due to Force Majeure Event and/or due to default of the Purchaser/s/Allottee/s, the Owner/Promoter shall intimate the Purchaser/s/Allottee/s of the occurrence of the same and shall complete the Neighbourhood Commercial Zone within such reasonable extended period as may be intimated to the Purchaser/s/Allottee/s.
- 4.7 The Purchaser/s/Allottee/s understand/s and agree/s that the Owner/Promoter may develop a part of the Neighbourhood Commercial Zone/Commercial Building and defer the development of the rest, without affecting the handover of Commercial Unit to the Purchaser/s/Allottee/s.
- 4.8 The Purchaser/s/Allottee/s understand/s and agree/s that the Owner/Promoter shall handover the possession of the various commercial units comprised in the Neighbourhood Commercial Zone gradually in parts/lots or in phases. The sequence of handover of possession of a particular commercial unit in the Neighbourhood Commercial Zone will be at the sole discretion of the Owner/Promoter.
- 4.9 The Purchaser/s/Allottee/s understand/s and agree/s that the Purchaser/s/Allottee/s shall be required to take possession of the Commercial unit in the manner provided herein irrespective of whether the residential portion of the Project is constructed or completed or not.
- 4.10 The Purchaser/s/Allottee/s undertakes and remains responsible to comply and carry out all requirements, repairs, demands which are required after taking possession of Commercial Unit.
- 4.11 The Owner/Promoter shall compensate the Purchaser/s/Allottee/s in case of any loss caused to the Purchaser/s/Allottee/s due to defective title of the Neighbourhood Commercial Zone in the manner provided in the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.
- 4.12 **Failure of Purchaser/s/Allottee/s to take Possession of Commercial Unit:**
- 4.12.1 If the Purchaser/s/Allottee/s fail/s to participate towards taking over the possession of the Commercial Unit from the Owner/Promoter within the period stipulated in the Possession Notice, the Purchaser/s/Allottee/s shall be liable to pay to the Owner/Promoter, holding charges at the rate of Rs. 6.30/- per square feet of the Built-up Area of the Commercial Unit per month (“**Holding Charges**”) exclusive of

taxes and duties, as may be applicable. The Owner/Promoter shall issue a demand letter

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to the Purchaser/s/Allottee/s for payment of Holding Charges and/or payment of other dues if any.

- 4.12.2 If the Purchaser/s/Allottee/s delays or fails to pay such Holding Charges and/or other charges within the time period mentioned in the demand letter and/or fails to take possession, then the Owner/Promoter shall have sole and exclusive charge on the Commercial Unit and shall be entitled to recover the dues in accordance with Applicable Law.
- 4.12.3 The Owner/Promoter shall never be made liable in any manner for failure and/or delay on the part of the Purchaser/s/Allottee/s to take possession.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 Representations and Warranties of the Owner/Promoter :

- 5.1.1 The Owner/ Promoter has a clear and marketable title and possession with respect to Neighbourhood Commercial Zone and have valid and legal rights to own and develop.
- 5.1.2 The Owner/Promoter has lawful rights and requisite approvals from the competent authorities to carry out the development of the Neighbourhood Commercial Zone.
- 5.1.3 No litigation is pending before any court of Law or authority with respect to ownership and title of the said Neighbourhood Commercial Zone and/or the Commercial Unit.
- 5.1.4 The Owner/Promoter has the right to enter into this Deed and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s/Allottee/s created herein, may prejudicially be affected.
- 5.1.5 The Owner/Promoter has not entered into any agreement for sale and/or development agreement or any other agreement or arrangement with any person or party with respect to the said Commercial Unit which will in any manner affect the rights of the Purchaser/s/Allottee/s under this Deed.
- 5.1.6 The Owner/Promoter confirms that the Owner/Promoter is not restricted in any manner whatsoever from selling and transferring the title and ownership of the Commercial Unit to the Purchaser/s/Allottee/s in the manner contemplated in this Deed.
- 5.1.7 The Neighbourhood Commercial Zone is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title or claim over Neighbourhood Commercial Zone.
- 5.1.8 The Owner/Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings whatsoever payable with respect to the said Neighbourhood Commercial Zone to the competent authorities till the Deemed Date of Possession.
- 5.1.9 That the Neighbourhood Commercial Zone is not wakf property.
- 5.1.10 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Neighbourhood Commercial Zone) has been received or served upon the Owner/Promoter in respect of Neighbourhood Commercial Zone.
- 5.1.11 It shall be the responsibility of the Owner/Promoter to hand over the necessary copies of documents and plans, including Common Areas and Facilities of the Neighbourhood Commercial Zone to the Association, as and when formed.
- 5.1.12 It is agreed that the Owner/Promoter shall not make any major additions and alterations in the sanctioned plans, layout plans in respect of the said Neighbourhood Commercial Zone without the previous written consent of the Purchaser/s/Allottee/s and the Purchaser/s/Allottee/s further agree/s such consent shall not be unreasonably withheld and shall be provided within a specified time as mentioned by the Owner/Promoter. The Owner/Promoter may send a letter to Purchaser/s/Allottee/s for the purpose of taking such consent through registered post with acknowledgement due

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on the address mentioned herein and in case the Purchaser/s/Allottee/s does not reply to such letter within one week of the date of delivery of the letter, the same shall be deemed to be consent of the Purchaser/s/Allottee/s as required under Section 14 of the RERA Act and relevant WBREERA Rules.

- 5.1.13 Notwithstanding anything to the contrary contained herein, if the competent authority is of the view that certain changes in the Neighbourhood Commercial Zone are necessary, then such changes can be carried out by the Owner/Promoter based on the approval of the competent authority and without the requirement of obtaining any further approval from the Purchaser/s/Allottee/s.
 - 5.1.14 The Owner/Promoter may issue Rules and Regulations for maintenance of the Neighbourhood Commercial Zone/Commercial Building and the Purchaser/Allottee shall abide by the same until the formation of the Owners' Association as may be required and issuance of by-laws accordingly.
- 5.2 The Owner/Promoter agrees and acknowledges that the Purchaser/s/Allottee/s shall have the following rights in relation to the Commercial Unit as mentioned below:
- 5.2.1 The Purchaser/s/Allottee/s shall have exclusive, freehold, absolute right, title, interest, ownership of the Commercial Unit;
 - 5.2.2 The Purchaser/s /Allottee/s shall also have undivided proportionate share in the Common Areas and Facilities of the Neighbourhood Commercial Zone. Since the share/interest of Purchaser/s/Allottee/s in the Common Areas and Facilities of the Neighbourhood Commercial Zone is undivided and cannot be divided or separated, the Purchaser/s/Allottee/s shall use the Common Areas and Facilities of the Neighbourhood Commercial Zone along with the other allottees/occupants, association, maintenance staff of the Neighbourhood Commercial Zone, peacefully, without causing any inconvenience or hindrance to other purchaser/s/allottee/s of the Neighbourhood Commercial Zone;
 - 5.2.3 Further the right of the Purchaser/s/Allottee/s to use the Common Areas and Facilities of the Neighbourhood Commercial Zone shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Owner/Promoter shall hand over and/or give the Common Areas and Facilities of the Neighbourhood Commercial Zone to the Owners' Association after duly obtaining the Completion Certificate from the competent authority;
 - 5.2.4 That the computation of the Total Payable Amount of the Commercial Unit includes recovery of price of land, construction of not only the Commercial Unit but also the Common Areas and Facilities of the Neighbourhood Commercial Zone, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the Common Areas and Facilities of the Neighbourhood Commercial Zone, maintenance charges as per the Agreement and includes cost for providing all other facilities and specifications to be provided within the Commercial Unit and the Common Areas and Facilities of the Neighbourhood Commercial Zone.
- 5.3 It is made clear by the Owner/Promoter, and the Purchaser/s/Allottee/s agrees that the Commercial Unit along with the Parking space/s, if any, shall be treated as a single indivisible unit for all purposes. It is agreed that the Parking Space, if any, allotted to the Purchaser/s/Allottee/s is/are for its exclusive use and enjoyment and the Purchaser/s/Allottee/s shall not have any power and authority to transfer the same separately other than with the Commercial Unit allotted.
- 5.4 The Owner/Promoter agrees to pay all outgoings before transferring the physical possession of the Commercial Unit to the Purchaser/s/Allottee/s, which it has collected from the Purchaser/s/Allottee/s, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including

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mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Neighbourhood Commercial Zone). If the Owner/Promoter has failed to pay all or any of the outgoings collected by it from the Purchaser/s/Allottee/s or any liability, mortgage loan and interest thereon before transferring the Commercial Unit to the Purchaser/s/Allottee/s, the Owner/Promoter agrees to remain liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

6. RIGHTS AND OBLIGATION OF THE PURCHASER/ALLOTTEE:

6.1 Rights of the Purchaser/s/Allottee/s

The Purchaser/s/Allottee/s shall have the following rights:

- 6.1.1 upon taking possession, the rights and liberty of the Purchaser/s/Allottee/s and all persons entitled, authorised or permitted by the Purchaser/s/Allottee/s (in common with all other persons entitled, permitted or authorised to a similar right) at all times and for all purposes, to use the Common Areas and Facilities of the Neighbourhood Commercial Zone for proper ingress and egress;
- 6.1.2 upon taking possession to have the rights of passage of water, electricity, sewerage to/from the Commercial Unit through the pipes, wires, sewer lines, drain and water courses, cables, pipes and wires which are or may at any time hereafter be, in, under or passing through Neighbourhood Commercial Zone or any part thereof. The Purchaser however agrees that the ingress to and egress from the Neighbourhood Commercial Zone shall be directly through the driveway as per the Plan annexed hereto as Annexure A and the Allottee/Purchaser shall not have right to ingress and egress other than as stated above;
- 6.1.3 the right to lay cables or wires for electrical appliances and such other installations, at dedicated parts of Neighbourhood Commercial Zone in the Neighbourhood Commercial Zone with prior written permission of the Promoter;
- 6.1.4 the rights of entry and passage for the Purchaser/s/Allottee/s with/without workmen to other parts of the Neighbourhood Commercial Zone at all reasonable times after notice for the purpose of repairs to or maintenance of the Commercial Unit or for repairing, cleaning, maintaining the sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the owners/lawful occupants of other commercial units in Neighbourhood Commercial Zone and making good any damage caused as a result thereof;
- 6.1.5 the Purchaser/s /Allottee/s shall not place objects/things/articles which may hinder free use of the Common Areas and Facilities of the Neighbourhood Commercial Zone.
- 6.1.6 The Purchaser/s/ Allottee/s shall not erect any compound or fencing around his Commercial Unit. Further any right to use and enjoyment of any area or facility designated as Limited Common Area shall be restricted to only such of the purchaser/s /allottee/s of the Neighbourhood Commercial Zone who have been granted the right to use such Limited Common Area by the Owner/Promoter/Seller;
- 6.1.7 the Purchaser/s/Allottee/s shall have an unfettered right to deal with, transfer, alienate or dispose of the Commercial Unit by way of sale, mortgage, gift, will, assignment, exchange or otherwise pursuant to the registration of the Sale Deed subject to the fulfillment of the terms of this Deed.

6.2 Obligations of the Purchaser/Allottee

The Purchaser/s /Allottee/s shall have the following obligations in respect of the Commercial Unit (the obligations herein contained are in addition to the obligations contained elsewhere in this Sale Deed):

- 6.2.1 to make timely payments of all amounts due under this Deed as per the Payment Schedule mentioned under Schedule C;
- 6.2.2 to pay registration charges, municipal taxes, water and electricity charges, land revenue

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- and other charges, as per Applicable Laws;
- 6.2.3 in case of a delay in payment, to pay interest at the prescribed rate towards any of the amounts due or charges payable under this Deed;
- 6.2.4 to participate towards formation of Association;
- 6.2.5 not enter into any parallel arrangements for maintenance;
- 6.2.6 not object to the use of Common Areas and Facilities of the Neighbourhood Commercial Zone by the owners/lawful occupants of other commercial units in the Neighbourhood Commercial Zone;
- 6.2.7 not at any time cause any annoyance, inconvenience or disturbance or injury to the other owners/lawful occupants in Project Shriram Southbrook or the Township;
- 6.2.8 not keep any cattle/live stock in the Commercial Unit or in Neighbourhood Commercial Zone and Purchaser/s /Allottee/s shall not keep any pets.
- 6.2.9 maintain at his own cost, the Commercial Unit and the Parking Space, if any, earmarked to them, in a good condition, state and order and shall abide by all the laws and regulations of the Government, or/and any other duly constituted authority from time to time in force, and be responsible for all notices or violations of any of the terms and conditions in this Deed and/or bye-laws of the Association;
- 6.2.10 to pay to the Owner/Promoter or its nominated maintenance company/agency or Owners' Association, as the case may be, the regular maintenance expenses on pro-rata basis as Core Maintenance Charges.
- 6.2.11 To pay to the Owner/Promoter or any entity nominated by the Owner/Promoter, the Township Maintenance Charges;
- 6.2.12 to sign all applications, papers, documents, agreements and other relevant papers, as required, and to do all acts, deeds and things as the Owner/Promoter may require for the purpose of forming an Association. To ensure participation of self along with other Purchaser/s/Allottee/s so that the maintenance shall be started by the Association immediately and as per the terms of this Deed. The Purchaser/s /Allottee/s shall along with the Sale Deed, also provide his written consent in the format provided by the Owner/Promoter for formation of Association and the same shall be treated as deemed consent for to the Association being formed by the Owner/Promoter;
- 6.2.13 not make any structural changes, changes in the internal design or changes on the external facade of the Commercial Unit even after the execution of the Sale Deed/hand over of possession. More specifically, the Purchaser/s/ Allottee/s shall not:
- (a) dismantle any external wall,
 - (b) change the elevation,
 - (c) change the position of internal walls,
 - (d) change the position of electrical switches and location of fittings which are fixed and not subject to any alteration,
 - (e) change the position of sanitary and kitchen fittings and fixtures which are fixed and not subject to any alteration, and
 - (f) use the external walkways and terraces for storage;
- 6.2.14 not make any additions/alterations with respect to or concerning the electrical and water supply networks provided by the Owner/Promoter in concealed and exposed manner within the Commercial Unit;
- 6.2.15 not divide, sub-divide or demolish any structure of the Commercial Unit or any portion thereof or cause to make any new construction in the Commercial Unit. Further Purchaser/s/Allottee/s shall not use the Commercial Unit or permit the same to be used for any purpose other than commercial or for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other commercial units or for any illegal or immoral purpose. Further the Purchaser/s /Allottee/s shall at all times co-operate with the owners/lawful occupants of the other commercial units in the Neighbourhood Commercial Zone;
- 6.2.16 not do or permit to be done any act or thing which may render void or voidable any

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- insurance of Neighbourhood Commercial Zone or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- 6.2.17 after taking the possession, the Purchaser/s /Allottee/s may make non-structural changes/aesthetical changes to the Commercial Unit, subject to the prior approval and consent of the Owner/Promoter and as per the fit-out guidelines provided by the Promoter. However, it is hereby clarified that the Purchaser/s/Allottee/s shall not make any additions or alterations in the Commercial Unit that may cause blockage or interruption in the smooth flow of common utilities and installations meant normally for common use and/or cause damage or encroachment on the structures of the Neighbourhood Commercial Zone;
- 6.2.18 to pay the Owner/Promoter, the proportionate share of all necessary sums expended by the Owner/Promoter for meeting all legal costs, charges and expenses, including professional and legal costs incurred by the Owner/Promoter in connection with formation of the Association and/or maintenance company and for preparing its rules, regulations and bye-laws; The Owner/Promoter shall be entitled to deal with the Limited Common Area in such manner as it may deem fit and the Purchaser/s/Allottee/s shall not have any right to interfere in the same; and
- 6.2.19 not claim any right over and/or in respect of any open land at the Neighbourhood Commercial Zone or in any open or covered areas of the Neighbourhood Commercial Zone, any Limited Common Area and the portion of the Neighbourhood Commercial Zone which is not meant to be a Common Areas and Facilities of the Neighbourhood Commercial Zone or in any Parking Spaces other than that mentioned herein.
- 6.2.20 The Purchaser/s/Allottee/s agree/s that Purchaser/s/Allottee/s shall not, directly or indirectly, make, express, transmit, write, or otherwise communicate in any manner, whether in writing or verbally in digital /social media as an individual and/or part of any group or otherwise, or make any remark, comment, or statement of any kind that might reasonably be construed to be derogatory, defamatory or is likely to damage the reputation or name of the Owner/Promoter, its business, directors, employees, etc. at all times. The Purchaser/s/Allottee/s agree/s that on the occurrence of any event as provided in this Clause, the Owner/Promoter shall, notwithstanding any other remedy available under the Applicable Laws, be entitled to call upon the Purchaser/s/Allottee/s to withdraw such act/statement or set right the damage through the same medium pursuant to which the act/statement was made within 7 (seven) days from the date of service of notice to that effect.
- 6.2.21 Notwithstanding the Purchaser/s/Allottee/s agreeing to withdraw such act/statement/set right the derogatory/defamatory remarks as stated in the above Clause, any loss or damage or expenses (including legal expenses) suffered by the Owner/Promoter in this regard shall be paid along with appropriate taxes, if any, by the Purchaser/s/Allottee/s to the Owner/Promoter within 7(seven) days of the demand made by the Owner/Promoter.

6.3 Handover of Common Areas and Facilities of the Neighbourhood Commercial Zone to the Owners' Association:

- 6.3.1 As per Applicable Laws, the Owner/Promoter shall initiate steps for formation of the Association and hand over the Common Areas and Facilities of the Neighbourhood Commercial Zone as described in Schedule E along with all the documents, plans, papers to the Association.
- 6.3.2 Any Association, syndicate, committee, body or society formed by any of the Commercial Unit Owners without the participation of the Owner/Promoter shall not be entitled to be recognized by the Owner/Promoter and shall not have any right to represent the Purchaser/s/Allottee/s or to raise any issue relating to the Common Areas and Facilities of the Neighbourhood Commercial Zone/Commercial Building and/or take over maintenance thereof. The maintenance of the Common Areas and Facilities of the Neighbourhood Commercial Zone shall be made over to the

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Association and upon such making over, the Association shall be responsible for the maintenance of the Common Areas and Facilities of the Neighbourhood Commercial Zone and the Commercial Building.

- 6.3.3 It is expressly clarified that the said Association, upon its formation and handover of the Common Areas and Facilities of the Neighbourhood Commercial Zone as morefully described in Schedule E hereinbelow by the Owner/Promoter after the completion of Neighbourhood Commercial Zone, shall be responsible for the management, maintenance, upkeep, security, administration and control of the Common Areas and Facilities of the Neighbourhood Commercial Zone and for collecting Core Maintenance Charges for up-keep and maintenance of all Common Areas and Facilities of the Neighbourhood Commercial Zone.
- 6.3.4 The Allottee shall be bound to take possession of the Commercial Unit upon issuance of the completion certificate irrespective of whether all the phases of Neighbourhood Commercial Zone have been completed or not. The Allottee's rights and interest shall be restricted to the Neighbourhood Commercial Zone and the Allottee shall not have any be entitled to claim any right, title or interest in respect of any other portion of the Neighbourhood Commercial Zone.
- 6.3.5 The Purchaser/s/Allottee/s hereby agrees that the right to use and enjoyment of the Common Areas and Facilities of the Neighbourhood Commercial Zone shall not include any right to use and enjoy or any proportionate share in the Limited Common Areas whose use, enjoyment and entitlement shall be restricted to the Purchaser/s/Allottee/s to whom such right to use, enjoyment and proportionate share has been granted by the Owner/Promoter.
- 6.3.6 The Allottee agrees not to object to the sharing of the Common Area and Facilities of the Neighbourhood Commercial Zone with the allottees of the residential plots in the Project. The Allottee unconditionally and unequivocally acknowledges and agrees that the allottees of the residential plots shall be entitled to enjoy Common Area and Facilities of the Neighbourhood Commercial Zone which are common to the commercial units as well as the residential plots. Similarly, if any common area and facility forming a part of the residential project is made available for common enjoyment of the allottees of the commercial units, the Allottee shall be required to make payment of the common area maintenance charges attributable to such common areas and facilities even if the same is housed in the part of the Project Land relating to the residential portion of the Project without any protest or objection in the manner and proportion and in such sums as may be determined by the Promoter or the maintenance agency or the respective owners associations jointly, as the case may be.

7. MAINTENANCE OF THE SAID TOWER / COMMERCIAL UNIT / PROJECT

7.1 Management and Maintenance of the Neighbourhood Commercial Zone - "Core Maintenance":

- 7.1.1 The Owner/Promoter shall be responsible for the management, upkeep and maintenance of the Common Areas and Facilities of the Neighbourhood Commercial Zone, till the handover of the same to the Owners' Association. The same shall be referred to as the "**Core Maintenance**". The Owner/Promoter may entrust the Core Maintenance to one or more agencies of its choice for the specified period as the Owner/Promoter may deem fit or till formation of Owners' Association, whichever is earlier, subject to the terms and conditions as may be decided in due course.
- 7.1.2 For the purpose of smooth and hassle-free management, upkeep and maintenance of Common Areas and Facilities of the Neighbourhood Commercial Zone, the Purchaser/s/Allottee/s is/are liable to abide by the 'bye laws' as shall be formulated by the Owner/Promoter for Project Shriram Southbrook.

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- 7.1.3 The Purchaser/s/Allottee/s shall be liable to pay the Core Maintenance Charges at the rate of Rs. _____ per month per square feet of the Built-up Area of the Commercial Unit from the Possession Date for the purpose of Core Maintenance (“**Core Maintenance Charges**”) irrespective of completion of any of the Common Areas and Facilities of the Neighbourhood Commercial Zone. The above rates are based on the preliminary estimate made by the Owner/Promoter as on date. Final rate of Core Maintenance Charges shall be decided by the Owner/Promoter and informed to the Purchaser/s /Allottee/s before possession.
- 7.1.4 The Purchaser/s/Allottee/s will be required to pay to the Owner/Promoter or such person as may be designated by the Owner/Promoter in advance, a sum equivalent to 24 (twenty four) months of Core Maintenance Charges as intimated by the Owner/Promoter before taking possession of the Commercial Unit as “**Advance Core Maintenance Charges**”.
- 7.1.5 The Purchaser/s/Allottee/s will also be required to pay to the Owner/Promoter the amount as per details given below before taking possession of the Commercial Unit as “**Corpus Deposit**” of **Rs.** _____/- (**Rupees** _____). This amount shall be transferred to the Owners’ Association, subject to the terms stated herein. The Corpus Deposit is non-interest bearing.
- 7.1.6 The Core Maintenance Charges shall become payable by the Purchaser/s/Allottee/s as aforesaid on and from the Possession Date or the Deemed Date of Possession, as may be applicable, or the date as may be decided by the Owner/Promoter at its sole discretion. The Owner/Promoter shall maintain the Common Areas and Facilities of the Neighbourhood Commercial Zone till the date of formation of the Owners’ Association. During such period, the Owner/Promoter shall use the amount received on account of ‘Advance Core Maintenance Charges’ from the Purchaser/s/Allottee/s. After handover of Core Maintenance to the Association, if any amount out of Advance Core Maintenance Charges received from the Purchaser/s/Allottee/s is lying unutilized or unadjusted for certain number of months depending upon the timing of handover of the Commercial Unit, the same shall be handed over to the Association without interest. After the completion of the 24 (twenty-four) months’ period, the Purchaser/s/Allottee/s shall be responsible to pay the Core Maintenance Charge by the 7th (seventh) day of each month or quarter in advance, at the discretion of the Owner/Promoter. The Owner/Promoter shall not be required to provide the accounts of maintenance expenses spent by the Owner/Promoter during the period such maintenance is undertaken by the Owner/Promoter.
- 7.1.7 In the event, the Owner/Promoter finds the aforesaid sum being insufficient to meet the Core Maintenance for any reason, including in case of escalation in the cost of labour and other materials used for Core Maintenance, the Owner/Promoter shall be entitled to seek proportionate increase in these charges.
- 7.1.8 Any tax liability on account of the Core Maintenance Charges shall be borne by the Purchaser/s/Allottee/s.
- (a) In case the Purchaser/s/Allottee/s fail/s to pay the Core Maintenance Charges to the Owner/Promoter within the stipulated period mentioned hereinabove, then:
- (i) Interest at the rates as communicated at the time of possession will be payable by the Purchaser/s/Allottee/s.
- (ii) The Owner/Promoter shall be entitled to adjust the unpaid amount towards the Core Maintenance Charges from the Corpus Deposit.
- (b) After handover of Core Maintenance to the Association, unadjusted amount of Corpus Deposit the same shall be handed over to the Association without interest.

7.2 Management and Maintenance of the Township – “Township Maintenance”:

- 7.2.1 The proposed Township comprises of areas intended to be used for other purposes and are in no way directly, indirectly or in any manner whatsoever connected to Project Shriram Southbrook. The brochure and/or other advertising materials in any format made available in public domain are merely to acquaint the Purchaser/s/Allottee/s with the Township along with Project Shriram Southbrook as well as the Township and such brief description of the overall development plan is not intended to convey to the Purchaser/s/Allottee/s any impression of any right, title or interest in any of the zones to be developed in or about the land(s) falling outside Project Shriram Southbrook.
- 7.2.2 The Purchaser/s/Allottee/s acknowledge/s and accepts that the Township shall be developed over a period of time, as per the Owner’s/Promoter’s decision with diverse product clusters that are intended to be applied to different uses. The Purchaser/s/Allottee/s shall not raise any objection and impediment to the same. The Owner/ Promoter shall have the right and absolute authority to deal with the land comprising the entire Township, phasing of zones, including but not limited to, the creation of further rights in favour of any other party at their sole discretion including making such alteration/ modification to the master plan or the sanction plan as the Owner/ Promoter may deem fit. In furtherance thereof, the Owner/ Promoter shall have the absolute right and entitlement to enter into any agreements and/or arrangements, including but not limited to, agreements for transfer or parting of possession with any parcels of land in which Township is comprised and the Purchaser/s/Allottee/s hereby agree to not raise any objections or disputes regarding the same.
- 7.2.3 The Owner/ Promoter is free and entitled to carry on /cause to carry on any development activities on the said balance portions/phase at any time as it deems fit and the Purchaser/s/Allottee/s will not have any right to object to such development or claim any interest therein.
- 7.2.4 The Owner/ Promoter shall be responsible for the maintenance of the Township, its infrastructure including but not limited to Township roads, entry scape, street lighting, drainages, electricity, parks, gardens and facilities as developed by the Owner/ Promoter over a period of time. The same shall be referred to as the “**Township Maintenance**”. The Owner / Promoter may also entrust the Township Maintenance to one or more maintenance company(ies) of its choice for the specified period as the Owner/Promoter may deem fit. The Owner/ Promoter shall continue with the maintenance as above till the handover of the same to the concerned local authority or any other governmental agency(ies) in stages as may be applicable.
- 7.2.5 It is clearly stated by the Owner/Promoter to the Purchaser/s/Allottee/s that the Project Shriram Southbrook is a part / subset of the integrated Township i.e. Shriram Grand City and the Purchaser/s/Allottee/s of Project Shriram Southbrook will be enjoying the infrastructure and benefits of the Township, to be developed in phases within such time as may be decided by the Owner/Promoter, along with the other Purchaser/s/Allottee/s. Therefore, the Purchaser/s/Allottee/s shall pay Township Maintenance Charges at the rate of Rs.1.30/ per month per square feet of the Built-up Area of the Commercial Unit for maintenance of the Township (“**Township Maintenance Charges**”). The above rates are based on the preliminary estimate made by the Owner/ Promoter as on date. Final rate of Township Maintenance Charge shall be decided by the Owner and informed to the Purchaser/s /Allottee/s by the Owner/Promoter before possession.

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- 7.2.6 The Purchaser/s/Allottee/s will be required to pay the Owner/Promoter in advance a sum equivalent to 24 (twenty four) months of Township Maintenance Charges as intimated by the Owner/Promoter before taking possession of the Commercial Unit as “**Advance Township Maintenance Charges**”.
- 7.2.7 The Township Maintenance Charges shall become payable by the Purchaser/s/Allottee/s as aforesaid on and from the Possession Date or Deemed Possession Date or a date as shall be decided by the Owner/Promoter. The Owner/Promoter shall use the Advance Township Maintenance Charges received from the Purchaser/s/Allottee/s for a period of 24 (twenty four) months from the date of completion. After the completion of the said period, the Purchaser/s/Allottee/s shall be responsible to pay the Township Maintenance Charges to the Owner/Promoter by 7th (seventh) of each month in advance without any abatement.
- 7.2.8 In the event the aforesaid sums are found to be insufficient to meet the Township Maintenance Charges for any reason, including in case of escalation in the cost of labour and other materials used for Township Maintenance, the Owner/Promoter shall be entitled to and reserve their right to seek proportionate increase in these charges.
- 7.2.9 Any tax liability, present or future, on account of Township Maintenance Charges shall be borne by the Purchaser/s/Allottee/s.
- 7.2.10 The Purchaser/s/Allottee/s hereby agrees to purchase the Commercial Unit on the specific understanding that the right to use of Common Areas and Facilities of the Neighbourhood Commercial Zone shall be subject to timely payment of maintenance charges, as determined by the Owner/Promoter/ Association or any maintenance agency appointed by any of them and adherence by the Purchaser/s/Allottee/s to all the terms and conditions specified by the maintenance agency or the Association of Purchaser/s/Allottee/s from time to time.

8. DEFECT LIABILITY

- 8.1 After the Possession Date, the Purchaser/s/Allottee/s will have no right or claim against the Owner/Promoter, except for structural defect, defective workmanship, quality or provision of service, if proved to the satisfaction of the Architect during the defect liability period which would be 5 (five) years from the Possession Date or the Deemed Date of Possession, whichever is applicable (“**Defect Liability Period**”). During such Defect Liability Period, if any major defect is proved to the satisfaction of the Architect, which makes the Commercial Unit uninhabitable, the same will be remedied at no extra cost to the Purchaser/s/Allottee/s. It is agreed that the decision of the Architect of the Owner/Promoter will be final and binding on the Purchaser/s/Allottee/s and the Owner/Promoter. All defects that are caused due to Force Majeure Events, normal wear and tear, abuse, accident and damage/improper usage/negligence/omission/act or commission on the part of the Purchaser/s/Allottee/s or their nominee/agent and also due to those products fixtures and fittings for which the manufacturing companies/ vendors/ agencies do not provide warranty beyond the prescribed limited period as per market practices is/are excluded from this Clause and the Owner/Promoter shall neither be liable nor responsible for the same. Further, the Owner/Promoter shall not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party unless it results in structural defects. The Owner’s/ Promoter’s defect liability obligation shall be subject to the Purchaser/s/Allottee/s Association continuing with all annual maintenance contracts for equipment/material installed/used within the Neighbourhood Commercial Zone/Commercial Building at their cost and effort.
- 8.2 The Owner/Promoter shall not be responsible for any issues (such as difference in shades of tiles, granite, marbles, tolerances as per IS and building codes, air pockets beneath tiles,

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separation cracks/gaps between non-homogeneous building components, slopes considered for water drainage, reduction in Carpet Area due to plaster thickness and skirting). Moreover, minor tile chipping, minor damages in places where welding has conducted, shall not be considered as defects for the purposes of this section. Purchaser/s/Allottee/s agrees and acknowledges that defects arising from natural wear and tear/forced/ intentional/accidental damages shall not come within the scope of defect liability and hence the Owner/Promoter shall not be responsible for the maintenance of the same. Further, Parties agree that any defects or damages caused to glass, electrical fixtures, sanitary fixtures, ceramic, vitrified, porcelain materials after acceptance of possession of the Commercial Unit by the Purchaser/s/Allottee/s shall not come under scope of defect liability and the Owner/Promoter shall not be held liable for not curing/ entertaining such claims.

- 8.3 The Owner/Promoter shall not be responsible for routine/non-structural cracks resulting from differential co-efficient of thermal expansion, non-monolithic joints, seasoning effects, sweating of walls, etc. and such other defects caused due to normal wear and tear, abuse and improper usage.

9. RIGHT TO ENTER THE COMMERCIAL UNIT FOR REPAIRS

- 9.1 The Purchaser/s/Allottee/s shall permit the Owner/Promoter and or an agency appointed by it or the Owners' Association, as the case may be, their agents, with or without workmen at all reasonable times to enter into and upon the Commercial Unit or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, or other conveniences belonging to or servicing or used for the Commercial Unit and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity and other facilities etc., to the Commercial Unit who have defaulted in paying their share of the water, electricity and other charges and common expenses.

9.2 USAGE

9.2.1 Service Areas:

The basement and service areas, if any, located within the said Neighbourhood Commercial Zone are earmarked for purposes such as Parking Space and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plan. The Purchaser/s/Allottee/s shall not be permitted to use the service areas in any manner whatsoever, other than the Parking Space, if any allotted to the Purchaser/s/Allottee/s and the same shall be reserved for use by the Promoter/Association and/or maintenance agency appointed by the Promoter/Association for rendering maintenance services.

9.2.2 Parking Space:

- (a) The Parking space(s) provided in Neighbourhood Commercial Zone are for the benefit of the Purchaser/Allottee or lawful occupants of Neighbourhood Commercial Zone. However, a limited number of Parking Space(s) are proposed to be provided within the Neighbourhood Commercial Zone and the same shall be deemed to be Limited Common Area. The rights to use Parking Space(s) have been earmarked to limited number of allottee/s for facilitating the smooth functioning and use of Parking Space(s). The Purchaser/s/Allottee/s understand/s and agree/s that in the absence of such earmarking of Parking Space(s), the use of the Parking Space(s) would result in disharmony and periodical disputes amongst the purchaser/s/allottee/s/lawful occupants of the

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commercial units. In view of the same, the Purchaser/s/Allottee/s hereby irrevocably authorize/s the Owner/Promoter to earmark Parking Space(s) to the purchaser/s/allottee/s at the sole discretion of the Owner/Promoter in the interest of one and all in order to maintain peace, cordiality and harmony amongst the purchaser/s/allottee/s. The Purchaser/s/Allottee/s further declare/s that he/she/they shall be bound by such earmarking of Parking Space(s) and will not question the authority of the Owner/Promoter in doing so and further desist from making any issue or claims in respect thereto.

- (b) The Parking Space(s) earmarked to Purchaser/s/Allottee/s is/are for his exclusive use and enjoyment and the Purchaser/s/Allottee/s agrees that he shall not have the right to put up any construction in the Parking Space(s) or enclose the same or use/convert it for any purpose other than as a Parking Space, i.e. for parking of vehicle.
- (c) Apart from use of the Parking space(s), the Purchaser/s/Allottee/s shall not have any power or authority to transfer the same separately other than with the Commercial Unit allotted. In case of transfer/sale of Commercial Unit by Purchaser/s/Allottee/s, the exclusive user-right of the Parking Space(s) shall stand automatically transferred along with the Commercial Unit .

10. COMPLIANCE WITH RESPECT TO THE COMMERCIAL UNIT

- 10.1 The Purchaser/s/Allottee/s shall, after taking possession, be solely responsible to maintain the Commercial Unit at his own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Commercial Unit, or the Common Areas and Facilities of the Neighbourhood Commercial Zone which may be in violation of any laws or rules of any authority or change or alter or make additions to the Commercial Unit and shall keep the Commercial Unit its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter and likewise of the Commercial Unit is not in any way damaged or jeopardized.
- 10.2 The Purchaser/s/Allottee/s further undertakes, assures and guarantees that he/she would not put any sign-board / nameplate, neon light, publicity material or advertisement material etc, on the face facade of the Commercial Unit or anywhere on the exterior of the Commercial Building or Neighbourhood Commercial Zone, except strictly in the specific places/ areas expressly earmarked/ allocated for such purpose to the Allottee/s for their respective Commercial Unit. Such signage shall be of the exact size, design, material, illumination type, and specifications as may be permitted and approved in writing by the Promoter or the Owner's Association (as and when formed). Any installation outside the designated location or in deviation from the approved specifications shall be deemed an unauthorized act, and the Promoter/Owner's Association shall have the absolute right to remove, dismantle, or otherwise take down such signage without notice, at the sole cost, risk, and expense of the Allottee/s, without prejudice to the Promoter's right to recover damages and/or impose penalties for such breach.
- 10.3 The Purchaser/s/Allottee/s shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser/s/Allottee/s shall not store any hazardous or combustible goods in the Commercial Unit or place any heavy material in the common passages or staircase of the Commercial Building/Neighbourhood Commercial Zone. The Purchaser/s/Allottee/s shall also not remove any wall including the outer and load bearing wall of the Commercial Unit. Further the Purchaser/s/Allottee/s shall not store any hazardous or combustible or inflammable goods/ substances in the Commercial Unit or place any heavy material in the common passages or common area of the Commercial Building/ Neighbourhood Commercial Zone.

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- 10.3.1 The Purchaser/s/ Allottee/s shall not use any open fire and/or activities causing pungent or obnoxious smell or smoke.
- 10.3.2 The Purchaser/s/ Allottee/s shall not sell and /or cause or allow to be sold any live stock from their unit save and except the frozen items.
- 10.3.3 The Purchaser/s/ Allottee/s shall not create any disturbance in the neighbourhood by using high volume music or sound.
- 10.3.4 The Purchaser/s/ Allottee/s shall also not remove any wall including the outer and load bearing wall of the Commercial Unit.

The Purchaser/s/Allottee/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the Owner/Promoter and thereafter the Association and/or maintenance agency appointed by Association. The Purchaser/s/Allottee/s shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

11. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES

- 11.1 The Parties are entering into this Sale Deed for sale and transfer of the Commercial Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the said Project Shriram Southbrook.
- 11.2 Promoter (till the formation of the Association)/Owners' Association shall be solely liable and responsible for applying or obtaining the renewal of all NOC and approvals from the appropriate authorities as shall be required from time to time for smooth functioning of the Project Shriram Southbrook.

12. ADDITIONAL CONSTRUCTIONS

The Allottee/s agree/s and acknowledge/s that the Promoter shall have the right to make additions in the sanctioned plans, layout plans, of the commercial units, Common Areas and Facilities of the **Neighbourhood Commercial Zone** to put up additional floors/structures in the Commercial Building after obtaining such other approvals/consents/permissions of the competent Authority that may be required under the provisions of Applicable Laws and such additional structures may result in change in the proportionate interest in the Common Areas and Facilities of the **Neighbourhood Commercial Zone**. The Promoter shall also be entitled to connect the electricity, water and sanitary connections and drainage fittings for such additional structures with the existing sources after obtaining such other approvals/consents/permissions that may be required under the provisions of Applicable Laws.

13. APARTMENT OWNERSHIP ACT and OWNERS' ASSOCIATION

- 13.1 The Purchaser/s/Allottee/s hereby agree/s and undertake/s to become a member/s of the Owners' Association, formation of which shall be enabled or facilitated by the Owner/Promoter in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972 (as amended from time to time) and rules, regulations and bye-laws, framed thereunder for Project Shriram Southbrook. The Purchaser/s/Allottee/s shall sign and execute all applications for membership and other papers, bye-laws, declaration, documents, declarations, affidavit, letters, forms as may be necessary to form the Association and/or run the said Association. The Purchaser/s/Allottee/s shall observe and comply with all the declarations, bye-laws and rules and regulations of the said Owners' Association.
- 13.2 It is expressly clarified that the said Owners' Association, upon its formation and handover of the Common Areas and Facilities of the Neighbourhood Commercial Zone as morefully

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described in the Schedule E herein by the Owner/Promoter after the completion of Neighbourhood Commercial Zone, shall be responsible for the management, maintenance, upkeep, security, administration and control of the Common Areas and Facilities of the Neighbourhood Commercial Zone and for collecting Core Maintenance Charges for up-keep and maintenance of all Common Areas and Facilities of the Neighbourhood Commercial Zone as morefully described in Schedule E hereinbelow.

14. WAIVER NOT A LIMITATION TO ENFORCE

- 14.1 The Owner/Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Deed, waive any breach by the Purchaser/s/Allottee/s. It is made clear and so agreed by the Purchaser/s/Allottee/s that exercise of discretion by the Owner/Promoter in the case of one Purchaser/s/Allottee/s shall not be construed to be a precedent and /or binding on the Owner/ Promoter to exercise such discretion in the case of other Purchaser/s/Allottee/s.
- 14.2 Failure on the part of the Parties to enforce at any time or for any period of time, the provisions hereof, shall not be construed to be a waiver of any provisions of or of the right thereafter to enforce each and every provision. Accordingly, any waiver by the Promoter to be valid has to be in writing.

15. SEVERABILITY

If any provision of this Deed shall be determined to be void or unenforceable under the Act or the rules and regulations made thereunder or under other Applicable Laws, such provisions of the Deed shall he deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to any Act or the rules and regulations made thereunder or the Applicable Law, as the case may be, and the remaining provisions of this Deed shall remain valid and enforceable.

16. FURTHER ASSURANCES

Both Parties agree that for betterment of ownership and perfect transfer of title the parties shall execute, acknowledge and deliver to each other such deed, instruments, rectifications, declarations, letters as may be reasonably required in order to effectuate the provisions of this Deed.

17. NOTICES

All notices and communications to be served at the address stated at the beginning of this Deed by registered post. It shall be the duty of the Purchaser/s/Allottee/s and the Owner/Promoter to inform each other of any change in address subsequent to the execution of this Deed by registered post/courier/email, failing which all communications and letters posted at the above address shall he deemed to have been received by the Owner/Promoter or the Purchaser/s/Allottee/s, as the case may be.

18. GENERAL

- 18.1 The Purchaser/s/Allottee/s shall indemnify and save harmless the Owner/Promoter against all losses, damage, liabilities, cost, expenses (including reasonable attorney fees) arising as a result of breach by the Purchaser/s/ Allottee/s of the terms and conditions of this Deed including its obligations/covenants under this Deed.
- 18.2 The Purchaser/s/Allottee/s shall not alter or subscribe to the alteration of the name of the Project

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Shriram Southbrook as may be assigned by the Owner/Promoter. Further the Purchaser/s/Allottee/s shall not put up any name plate, sign board, neon sign, publicity or advertisement material in the Common Areas and Facilities of the Neighbourhood Commercial Zone and shall not change the colour scheme of the outer walls or painting of the exterior side of the doors, windows, grills or carry out any change in the exterior elevation or design, with a view to maintain uniform aesthetics. The name plates, sign board, neon sign and other publicity or advertisement material shall be put up only at the entrance to the Commercial Unit as identified by the Promoter or at such other place as may be allowed by the Promoter.

- 18.3 If the Purchaser/s/Allottee/s lets out or sells the Commercial Unit, then Purchaser/s/Allottee/s shall immediately notify the Owner/Promoter/Facility Manager/the Association (upon formation) of the tenant's/transferee's address and telephone number.
- 18.4 After possession, the access and use to the Common Areas and Facilities of the Neighbourhood Commercial Zone in common with other commercial units shall be permissible to Purchaser/s/Allottee/s BUT the Purchaser/s/Allottee/s shall not use the Common Areas and Facilities of the Neighbourhood Commercial Zone for holding any cultural/social/functional program or for resting of any staff for any undesirable and/or objectionable uses and purposes which may cause nuisance and annoyance or obscenity.
- 18.5 The original title deeds and other title related documents pertaining to Project Shriram Southbrook as well as several other approvals of Project Shriram Southbrook will be retained by the Owner/ Promoter at all times. A copy of the relevant documents will be handed-over to the Association at the time of handover of the Common Areas and Facilities of the Neighbourhood Commercial Zone.
- 18.6 The terms and conditions as stated herein are as per the contractual understanding as mutually agreed between the Parties herein and are not in derogation of or inconsistent with the terms and conditions set out above or any Act, Rules and Regulations made thereunder. This Deed contains all the terms and conditions governing transfer of the Commercial Unit and hand over of possession of the Commercial Unit. The Parties shall be entitled to rely only on this Deed to ascertain their rights and obligations. Pursuant to execution of this Deed, the Agreement shall no longer govern the rights and obligations of the Parties.
- 18.7 The Owner/Promoter is entitled to reserve such number of commercial units and Parking space(s) in the Neighbourhood Commercial Zone as they may deem fit for utilizing the same as service/transit commercial units by permitting the use of the same on a daily/monthly/annual basis and exploit the income there- from. The Purchaser/s/Allottee/s and/or the persons claiming through or under him shall not have the right to object or come in the way of the Owner/Promoter and the Owner/Promoter can also appoint any third party to run such activities of service/transit commercial units.
- 18.8 **“Force Majeure Events”** shall mean and include any event or circumstance beyond the reasonable control of the Promoter which prevents the Promoter from performing any or all of its obligations under this Agreement and shall include the following:
- i. Act of war, hostilities (whether war be declared or not), invasion, act of foreign enemies, armed conflict, riot, civil war, civil disorder, act of terrorism., insurrection or sabotage;
 - ii. Any act, rules, regulations, notifications, circulars, bye-laws of any governmental instrumentality including any local authority, state, or central government of India or any department, instrumentality or agency thereof which may have a materially adverse effect on the development of the Neighbourhood Commercial Zone;
 - iii. Flood, cyclone, lightning, earthquake, drought, storm or any other calamity caused by nature;
 - iv. Epidemic, Pandemic, famine;

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- v. Fire, explosion or accident leading to breakage of facilities, plant or equipment or chemical contamination thereof;
- vi. Any unforeseen circumstances or conditions or event beyond the reasonable control of the Promoter .
- vii. Any other circumstances as may be notified by the competent authority;
- viii. Any other calamity caused by nature affecting the regular development of the Neighbourhood Commercial Zone.

18.9 The Owner/Promoter may hand over management and upkeep of all Common Areas and Facilities of the Neighbourhood Commercial Zone to a professional facility management organization (Facility Manager). In this regard, it is clarified that (a) the Facility Manager shall operate, manage and render day to day services with regard to the Common Areas and Facilities of the Neighbourhood Commercial Zone (b) Facility Manager shall levy and collect the Maintenance Charges (c) the Purchaser/s/ Allottee/s shall be bound to pay the Maintenance Charge/s to the Facility Manager (d) the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Purchaser/s/Allottee/s and it shall not be deemed that the Facility Manager is rendering the services to the Purchaser/s/ Allottee/s for commercial considerations (e) subject to the terms and conditions of this Deed, the right to use of the Common Areas and Facilities of the Neighbourhood Commercial Zone shall vest in all the residents of the Neighbourhood Commercial Zone represented by the Association (after formation) and the Facility Manager shall merely be the service provider for rendition of services with regard to the Common Areas and Facilities of the Neighbourhood Commercial Zone.

SCHEDULE 'A'

SCHEDULE 'A'

PART- I: "PROJECT LAND"

All That piece and parcel of land measuring about **16.17 Acres** comprised in LR Dag No. 3444(P), Mouza Barabahera under L.R. Khatian no. 4129, Police Station-Uttarpara District-Hooghly, and LR Dag No 4476(P) in Mouza- Konnagar, under L.R. Khatian no. 11976, Police Station -Uttarpara, District -Hooghly PIN-712246 within the ambit of the Kanaipur Gram Panchayat, the details of which are given herein below:

Land Details of Shriram Southbrook				
Sl. No.	Mouza	J.L. No	Dag No.	Area (Acres)
1	BARABAHERA	5	3444 (P)	7.84
2	KONNAGAR	7	4476(P)	8.33
Grand Total				16.17

Boundary of Shriram Southbrook					
Mouza	Dag No.	North	South	East	West

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Barabahera	3444(P)	3444(P)	4476 (Konnagar)	3444(P)	3444(P), Land	Others
Konnagar	4476(P)	3444 (Barabehera)	4476(P)	4476(P)	Others Land	

PART- II: NEIGHBOURHOOD COMMERCIAL ZONE

The North East portion of the Project “Shriram Southbrook” comprising 52 commercial units in a G+1 Building, together with such Common Areas and Common Utilities, Facilities & Amenities as are more particularly described in **Schedule E** hereunder written. **The said NEIGHBOURHOOD COMMERCIAL ZONE admeasures 0.55 ACRES i.e 2239.75 SQ.M.** comprised in LR Dag No. 3444(P), Mouza Barabahera under L.R. Khatian no. 4129,Police Station-Uttarpara District-Hooghly, PIN-712246 within the ambit of the Kanaipur Gram Panchayat,West Bengal

Boundary of Neighbourhood Commercial Zone					
Mouza	Dag No.	North	South	East	West
Barabahera	3444(P)	3444(P)	3444(p)	3444(P)	3444(P), Others Land

PART- III: “COMMERCIAL UNIT”

ALL THAT Commercial Unit No. -----having the area description appearing in the Table below “Area Description of the Commercial Unit-” within Project “Shriram Southbrook” which is being constructed on part of the Project Land i.e Neighbourhood Commercial Zone measuring **0.55 ACRES = 2239.75 SQ.M. (B)** comprised in LR Dag No. 3444(P), Mouza Barabahera under L.R. Khatian no. 4129,Police Station-Uttarpara District-Hooghly, PIN-712246 within the ambit of the Kanaipur Gram Panchayat,West Bengal:

TABLE: AREA DESCRIPTION OF THE COMMERCIAL UNIT

Super Built-up Area (in Sq. Ft.)	Built-up Area (in Sq. ft.)	Carpet Area (in Sq. ft.)

ALONG WITH exclusive, perpetual, transferable and heritable right to park a vehicle in ----- designated Car Parking Space(s) **TOGETHER WITH** the undivided, proportionate right to use the Common Areas and Facilities of the Neighbourhood Commercial Zone (described under Schedule E) in common with the Promoter as well as the owners/lawful occupants of other commercial units in the Project **AND TOGETHER WITH** the proportionate undivided share in Neighbourhood Commercial Zone that shall expressly exclude the land and/or areas attributable to the residential Plot area in the Project **Shriram Southbrook** (described under Schedule I) attributable to the Built-Up Area of the Commercial Unit in proportion to the sum total of the Built-Up Area of all the Commercial Units comprised in the Project. The Commercial Unit is delineated in the concerned Floor Plan annexed hereto

DRAFT DEED OF CONVEYANCE (SUBJECT TO MODIFICATIONS)

which is marked as **Schedule B** and duly bordered thereon in '**RED**'.

SCHEDULE B

FLOOR PLAN OF THE COMMERCIAL UNIT

DRAFT DEED OF CONVEYANCE (SUBJECT TO MODIFICATIONS)

SCHEDULE 'C'

**SCHEDULE 'B'
(Amount Payable on issuance of Possession Notice)
Part I**

Remaining Sale Price

<u>Sl No.</u>	<u>Description</u>	<u>Amount (in Rupees)</u>	<u>GST</u>	<u>Total</u>	<u>Outstanding</u>
1					

Part II

Other Charges and Deposits

<u>Sl No.</u>	<u>Description</u>	<u>Amount (in Rupees)</u>	<u>GST</u>	<u>Total</u>	<u>Outstanding</u>
1					
2					
3					
4					
5					

SCHEDULE 'D'

SPECIFICATIONS (Commercial Unit will be handed over as per proposed Specifications givenbelow)

- 1. Structure**
 - 1.1. Sub-Structure- RCC Pile foundation
 - 1.2. Super Structure – RCC Frames or suitable alternative
- 2. Masonry** (Wherever required)
 - 2.1. Brick or Light-Weight Concrete / Fly-ash blocks in Cement Mortar
- 3. Plastering**
 - 3.1. Cement Mortar (Where ever required)
- 4. Painting**

DRAFT DEED OF CONVEYANCE (SUBJECT TO MODIFICATIONS)

- 4.1. Internal Wall – PoP putty with a coat of Primer
- 4.2. Internal Ceiling – PoP putty with coat of Primer
- 4.3. External Wall -Cement based paint
- 4.4. On metal surfaces – Enamel paint
- 5. Tiling – on Floors**
- 5.1. Commercial Unit Spaces/ Shops - Vitrified Tiles
- 5.2. Other locations of Common Areas– Cement flooring /equivalent
- 5.3. Ground Floor Common Facilities – Cement flooring
- 5.4. Lobby (Few Select locations) – Granite/Tiles
- 6. Plumbing**
- 6.1. Water supply, Drainage and Sewage in Common Areas– PVC pipes or equivalent
- 6.2. Sewage line – Stoneware or equivalent
- 6.3. Shutter – MS rolling Shutter
- 7. Electrical**
- 7.1. Single point Power Supply within the Unit
- 8. Power Back-up** (through DG)-Limited back up in
- 8.1. Common Toilets
- 8.2. Common Areas
- 8.3. Security check point

SCHEDULE 'E'

COMMON AREAS AND FACILITIES OF THE NEIGHBOURHOOD COMMERCIAL ZONE

PART I - “COMMON AREAS”

1. The foundations, columns, girders, beams along with all structural and other components necessary or convenient for the existence, maintenance and safety of the Commercial Building at **Neighbourhood Commercial Zone in the Project Shriram Southbrook.**
2. Ground Floor facilities such as toilets (gents/ladies), pump room, UGR, electrical meter room, of the **Neighbourhood Commercial Zone .**
3. The staircases, corridors, extended slabs, staircase and lobbies, fire escapes, mummy, parapet, entrances and exits of the Commercial Building/ **Neighbourhood Commercial Zone,**
4. Installations of central services such as electrical power supply system, water supply system, sewage collection & disposal system, storm water drainage sanitation system, rain water ,collecting pit , fire-fighting system, communication system, power back-up system (DG) (limited) and in general, all apparatuses connected with installations existing for common use of the **Neighbourhood Commercial Zone**
5. Outer Façade excluding designated signage and hoarding
6. Water supply system through overhead water tanks, underground water reservoir, sumps as applicable.
7. Driveways, and pedestrian pathways.
8. Boundary of the **Neighbourhood Commercial Zone** including entry/exitalong with security cabins/ booths.
9. Green area
10. All other areas, parts, portion of the **Neighbourhood Commercial Zone** necessary or convenient for its maintenance, safety etc. and in common use.

DRAFT DEED OF CONVEYANCE (SUBJECT TO MODIFICATIONS)

PART II - “COMMON UTILITIES, & FACILITIES”

1. Common Utilities and Services

- 1.1. Electrical Power Supply system
- 1.2. Water Supply system for Common Toilets
- 1.3. Sewage/ Garbage Collection and Disposal system
- 1.4. Storm water drainage and sanitation system for the Common Toilets
- 1.5. Rain Water Harvesting system
- 1.6. Fire Fighting system
- 1.7. Power back-up system through DG (Limited areas)

2. Common Facilities (Limited to the Neighbourhood Commercial Zone)

- 2.1. Electrical Meter Room
- 2.2. Toilet
- 2.3. Complex Entrance Gates & Security Booth
- 2.4. Drive ways & Walk ways
- 2.5. Traffic Signages

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Deed of Conveyance on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:
OWNER/ PROMOTER:

Name - **Bengal Shriram Hi-Tech City Pvt. Ltd.**

Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:
PURCHASER/S ALLOTTEE/S:

Signature _____

Signature_____

WITNESSES :

(1) Signature _____

DRAFT DEED OF CONVEYANCE (SUBJECT TO MODIFICATIONS)

Name _____

Address _____

(2) Signature _____

Name _____

Address _____

MEMO OF CONSIDERATION

RECEIVED of and from the Purchaser/s/Allottee/s the sum of
Rs. _____ -, herein above towards Sale Price of the Commercial Unit

Witnesses:

1

Signature of Owner/Promoter