

DEED OF CONVEYANCE

1. **Date:** _____
2. **Place:** Midnapore
3. **Parties:**

3.1 **Gobind Ram Agarwala**, [PAN NO: ACQPA6660A; AADHAR NO -], son of Late Dwarka Das Agarwala, aged about 72 years, residing at Rangamati, Midnapore, P.O. – Midnapur, P.S. - Kotwali, Dist: Paschim Midnapore; represented by his Constituted Attorney, Shah Real Estate, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at Sepoybazar, Midnapore, Pin - 721101 [PAN NO - ADVFS0443D], represented by its authorized Partners -

(1) Sk Parvez Kibria, S/o Sk. Shah Jamal, of Sepoy Bazar, P.S & P.O - Midnapore, Dist: Paschim Midnapore - Pin - 721101[PAN No.- BBKPK5664G; AADHAR NO - 220984030300],

(2) Suravi Agarwal, D/o Sravan Kumar Agarwal, [PAN No. - AADHAR NO - 642426114092]

Authorized by the Power of Attorney Dated 4th March 2021 registered in the office of Additional District Sub-registrar, Midnapore, recorded in Book I , Volume No. 1003-2021, Pages 30920 to 30953 being deed no. 100301206 for the year 2021,

Hereinafter called the "**OWNER**"(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignee's) of the **FIRST PART**;

AND

3.2 **Shah Real Estate**, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at sepoybazar, midnapore, Pin - 721101 [PAN No: ADVFS0443D], represented by its authorized Partner -

(1) Sk Parvez Kibria, S/o Sk. Shah Jamal [AADHAR NO -220984030300],

(2) Suravi Agarwal, D/o Sravan Kumar Agarwal [AADHAR NO -642426114092]

Hereinafter referred to as the "**Promoter**"(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignee's, including those of the respective partners) of the **SECOND PART**;

AND

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

[OR]

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

[OR]

[•] [PAN: [•]], a partnership firm established under the Indian Partnership Act, 1932 and having its office at [•], P.O: [•], P.S: [•], Midnapore- [•] and represented by its authorised partner [•] [PAN: [•]], son of [•] and residing at [•], P.S: [•], P.O: [•], Midnapore- [•],

hereinafter referred to as the **“Purchaser”** (which expression shall unless repugnant to the context or meaning thereof mean and include the partners of the firm for the time being and their successors and permitted assigns) of the **THIRD PART**.

[OR]

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

[OR]

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

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

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance

- 4.1. **Said Apartment :** Residential Apartment No. _____ on the _____ floor, having carpet area of _____ (_____) square feet, more or less, and the said apartment with attached balcony collectively having built up area of _____ (_____) square feet, more or less, being more particularly described in the **Schedule B** below and the layout of the apartment is delineated in **Red** colour on the Plan annexed hereto and marked as **Annexure “1” (Said Apartment)**, in Vrindavan Gardens (**Said Project**, shall mean the Said Premises with all the buildings and the common parts and the Common Portions and other erections at the premises jointly and/or severally.)
- 4.2. **Land Share:** Undivided, impartible, proportionate and variable share in the land underneath the Said Building as be attributable and appurtenant to the Said Apartment (Land Share).
- 4.3. **Said Parking Space:** The right to park in the parking space/s described in the **Schedule B** below (**Said Parking Space**), if any.
- 4.4. **Share In Common Areas:** Undivided, impartible, proportionate and variable share in the common areas of the Said Project (Share In Common Areas). The said Common Areas of the Project being described in the Schedule C below (Common Areas).
- 4.5. **Said Apartment And Appurtenances:** The subject matter of this Conveyance are 4.1, 4.2, 4.3 and 4.4 above, being the Said Apartment, the Land Share, the Said Parking Space (if any) and the Share In Common Areas, respectively, which are collectively described in the Schedule B below (collectively Said Apartment And Appurtenances).

5. Background

- 5.1. **Ownership of Larger Property:** The Owner is the absolute and lawful owner of and is absolutely seized and possessed of and/or sufficiently entitled to **ALL THAT** piece and parcel of land measuring 0.5472 (Point Five Thousand four hundred and seventy two) Acre more or less, contained in L.R. Dag no. 757, R.S. Dag no. 223/361, Khatian no. 876, situate lying at Mouza - Rangamati, J.L.No.-150, situated at old Holding No. 548 / 239, New Holding no. 388, ward no. 24, Rangamati, Midnapore, Dist: Paschim Medinipur, P.S. Kotwali, P.O - Midnapore, West Bengal, ("**Said Premises**") and more fully and particularly described in **Schedule-A** hereunder writtenvide Deed of Partition being no. 538, dated 30th January, 1987 dully registered at the A.D.S.R Midnapore (**Title Deed**)
- 5.2. **Development Agreement :** For the purpose of developing and commercially exploiting the Said Premises by construction of the Said Project thereon and selling various apartments/spaces therein, the Owner entrusted the work of development of the Said Premises to the Promoter, on the terms and conditions recorded in the development agreements i.e. Development agreement dated 1st March 2021 registered on 2nd March 2021 at the office of the Additional District Sub-Registrar, Midnapore, recorded in Book No I, Volume No. 1003-2021 Page No: 30773 to 30824, being no. 100301132 for the year 2021 (hereinafter referred to as the "**Development Agreement**"). In pursuance of the said Development Agreement, the Owner executed a Power of Attorney Dated 4th March 2021 registered in the office of Additional District Sub-registrar, Midnapore, recorded in Book I, Volume No. 1003-2021, Pages 30920 to 30953 being deed no. 100301206 for the year 2021 ("**Power of Attorney**"), whereby the Owner has authorized the Promoter inter alia to deal with the said Premises for the purpose of the development of the same and on other terms and conditions mentioned therein.
- 5.3. **Sanction of Plans:** In terms of the Development Agreement, the Promoter had earmarked the Said Premises for the purpose of development of a residential project comprising multistoried apartment and other common areas, parts, portions, facilities, amenities, utilities and installations constructed within the Building and the said premises named "**Vrindavan Gardens**" ("**Said Project**"). The Promoter, for that purpose had caused the sanctioning of a building plan by the Midnapore Municipality vide building permit no dated ("**said Plan**").
- 5.4. **Registration under the Act:** The Promoter had registered the Project under the provisions of the Act with the Authority at Kolkata on _____ under Registration No. _____.
- 5.5. **Application and Allotment to Purchasers:** The Purchasers, intending to be Purchasers, upon full satisfaction of the Owners' title and the Promoter's authority to sell, applied for purchase of the Said Apartment And Appurtenances and the Promoter has allotted the same to the Purchaser, who, in due course, entered into an agreement for sale dated _____ (**Said Agreement**) for purchase of the Said Apartment And Appurtenances, on the terms and conditions contained therein.
- 5.6. **Conveyance to Purchasers:** In furtherance of the above, the Owners and the Promoter are completing the Conveyance of the Said Apartment And Appurtenances in favour of the Purchaser, by these presents, on the terms and conditions contained herein.
- 5.7. **Satisfaction of Purchasers:** The undertaking of the Purchasers to the Owners and the Promoter that the Purchaser are acquainted with, fully aware of and are thoroughly satisfied about the title of the Owners, right and entitlement of the Promoter in the Project Property, the sanctioned plans, all background papers, the right of the Owners and the Promoter to grant this Conveyance described above and the extent of the rights being granted in favour of the

Purchasers and the negative covenants mentioned above and/or elsewhere in this Conveyance and the Purchaser hereby accept the same and shall not raise any objection with regard thereto.

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

6. **Transfer - Hereby Made:** The Owners and the Promoter hereby sell, convey and transfer to and unto the Purchaser, absolutely and forever, free from all encumbrances of any and every nature whatsoever, the Said Apartment And Appurtenances, described in the Schedule B below.

7. Consideration and Payment

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

8. Terms of Transfer

- 8.1. **Title, Sanctioned Plans and Construction:** It is recorded that at or before execution of these presents, the Purchaser have examined, verified, inspected or caused to be examined, verified, inspected the following and the Purchaser are fully satisfied about the same and shall not be entitled to and covenants not to raise any requisition, query, clarification or objection regarding the same and also further waives the right, if any, to do so:
- a) The right, title, interest and authority of the Owners and the Promoter in respect of the Project, the Said Building and the Said Apartment And Appurtenances;
 - b) The sanctioned plans sanctioned by the Midnapore Municipality;
 - c) The construction and completion of the Said Building, the Common Areas, the Said Apartment and the Said Parking Space (if any) including the quality, specifications, materials, workmanship and structural stability thereof.
 - d) The location and site of the Said apartment including the egress and ingress hereof;
 - e) The total Carpet Area, Built up, Super Built up Area in respect of the Said apartment;
 - f) Examined and satisfied themselves about the Terms and Conditions as contained in this Agreement and agrees to abide by it at all times in future and be bound by the Rules, Regulations and Restrictions contained therein;
 - g) Confirmed that the Promoter shall be entitled to change and/or alter and/or modify the said Plan in compliance with laws as applicable including change of use of any part or portion of the building to be constructed erected and completed on the said land and in that event the Purchaser shall have no objection to the application of common facilities to such extension;
 - h) Satisfied himself/herself /themselves as to the common parts/portions which would be common for all the residents /Apartment Owners of the various apartments comprised in the said building and has agreed not to challenge or dispute the same in any manner whatsoever or howsoever;
 - i) Structural stability of the Said Building;
 - j) Construction of the Said Building and the Said apartment;
 - k) The fittings and fixtures installed at the said apartment, building and premises;

- l) Completion and finishing of the Said apartment and the Said building;
- m) The situation of parking space;
- n) The supply of water and electricity to the Said apartment and Said Building;
- o) The common facilities and amenities of the Said Building;
- p) and has agreed not to raise henceforth any objection or make any kind of requisition, whatsoever or howsoever, regarding the above and also waives his/her/their right, if any, to do so.

The parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the Project.

8.2. Measurement: The Promoter had thereafter caused the carpet area and subsequently the Built Up area of the apartment of the Purchaser to be measured whereupon the same was found to be more/ less than the carpet area and subsequently the Built-Up Area mentioned in the Sale Agreement. The Promoter had therefore demanded the amount being the excess money to be paid by the Purchaser or the promoter has therefore cause to refund the excess money as paid by the Purchaser (after all dues are cleared) as mentioned in **Clause 10** of the Said Sale Agreement. The Purchaser has duly paid the Excess Amount / has been refunded or adjusted the excess amount and the amount for which the Said apartment is now being sold by the Promoter to the Purchaser is mentioned in **Part-II of Second Schedule and hereafter referred to as the "Said Consideration"**.

The Purchaser have measured the area of the Said Apartment and are satisfied regarding the same and agree and covenant not to ask for any details or question the computation of area or make any claims in respect thereof.

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

- 8.3.1. Conveyance: sale within the meaning of the Transfer of Property Act, 1882.
- 8.3.2. Absolute: absolute, irreversible and in perpetuity.
- 8.3.3. Benefit of Common Areas: subject to the terms and conditions of this Conveyance, together with proportionate ownership, benefit of user and enjoyment of the Common Areas described in the **Schedule C** below, in common with the other co-owners of the Said Building, including the Owners and the Promoter (if the Owners and/or the Promoter retain any Apartment in the Said Building).
- 8.3.4. Free from Encumbrances: free from all encumbrances of any and every nature whatsoever including but not limited to lis pendens, attachments, liens, charges, mortgages, trusts, debutters, reversionary rights, residuary rights, claims and statutory prohibitions.

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

- 8.4.1. Payment of Rates & Taxes: The Purchaser regularly and punctually paying costs, expenses, deposits and charges for Municipal Tax, surcharge, levies, cess, etc. (**collectively Rates & Taxes**), as be assessed for the Said Apartment And Appurtenances.
- 8.4.2. Payment of Maintenance Charge: The Purchaser regularly and punctually paying proportionate share (**Maintenance Charge**) in the common expenses for maintenance and upkeep of the Common Areas, indicatively described in the **Schedule E** below (collectively **Common Expenses/Maintenance Charge**).
- 8.4.3. Observance of Covenants: The Purchaser observing, performing and accepting the stipulations, regulations and covenants (collectively Covenants), described in the **Schedule D** below.

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

9. Possession

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

10. Outgoings

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

11. Holding Possession

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

12. Owner and Promoter's Covenant

- 12.1. THAT The right, title and interest which the Owner and Promoter doth hereby profess to transfer, subsists and that the Owner and Promoter have good right, full power and absolute authority to grant, convey, transfer, assign and assure unto and to the use of the Purchaser/Purchaser, the Said Apartment in the manner aforesaid;
- 12.2. THAT if any error or mistake in the description of the said apartment be discovered subsequently the same will be corrected by the Owner and the Promoter by executing necessary rectification Deed in favour of the Purchaser at the cost of the Purchaser;
- 12.3. THAT on the strength of the Deed of Conveyance the present Purchaser shall have the absolute right to mutate its name with the Competent Authority i.e. before Collector, Settlement Office or with Midnapur Municipality and also shall be entitled to pay revenue and taxes before the competent authorities;
- 12.4. THAT the Promoter hereto declare that up on the delivery of the possession of the apartments to the apartment owners, the liability of the external maintenance like repairing or colouring etc. of the said building shall be upon the apartment owners and/or **Association of apartment owners, as the case may be.** The Promoter hereto shall not in anyway be liable for the maintenance or repairing of the building, apartments et cetera after handing over possession of the same to the apartment owners. The Promoter shall not have any liability to maintain internal pipeline or internal electric line and shall not have any liability regarding sweeper. The Promoter shall have the liability to maintain the outside and common pipeline. But if the common pipeline or the outside pipeline is blocked by any of the apartment owners due to throwing of choking substance or hazardous substance by the respective apartment

owner and in such circumstances the respective apartment owners shall have to bear the cost of the maintenance and the cost of clearing the choking substance;

13. Defect Liability:

- 13.1. The Promoter shall rectify all reasonable construction related defects in the Said Apartment, if any, brought to the notice of the Promoter, at its own cost and effort, within two calendar years from the date of completion certificate, issued by the concerned authority.
- 13.2. It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement relating to such development is brought to the notice of the Promoter within a period of two year by the Purchaser from the date of completion certificate, it shall be the duty of the Promoter to rectify such defects without further charge; provided that the Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Purchaser (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Promoter.
- 13.3. It is clarified that the above said responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from:
 - a. Misuse, negligent use or accident done by the Purchaser or his/her/their/its nominee/agent
 - b. If there are changes, modifications or alteration in plumbing pipes and/or fittings and/or fixtures or change of wall or floor tiles after the Purchaser taking over possession of the apartment, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
 - c. If there are changes, modifications or alteration in electrical lines and/or wiring's after said possession unto the Purchaser, the Promoter will not take any responsibility of any defect in electrical lines and wiring's that have developed directly or indirectly due to such changes, modifications or alterations;
 - d. If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
 - e. If the Purchaser executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the apartment or by making any changes in the apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;
 - f. If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Purchaser or his / her agents in the manner in which same is required to be maintained;
 - g. Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Portions and/or in the apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.
 - h. If the Engineer / Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.
 - i. Cases of Force Majeure
 - j. unauthorised modifications or repairs done by the Purchaser or his/her/their/its nominee/agent
- 13.4. THAT notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Purchaser, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of

purported defect in the apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained herein-above in this clause.

- 13.5. Warranty for all consumables or equipment's used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. Provided that where the manufacturer warranty as shown by the Promoter to the Purchaser ends before the defect liability period and such warranties are covered under the maintenance of the Said Premises and if the annual maintenance contracts are not done/renewed by the Purchasers, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common Areas, wherever applicable. The Purchasers have been made aware and the Purchasers expressly agree that the regular wear and tear of the Project excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Purchasers it shall be necessary to appoint an expert /surveyor to be nominated by the Engineer / Architect of the Project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Said Apartment and in the workmanship executed, the cost of which to be borne by the Purchaser.

14. AND IT IS HEREBY MUTUALLY AGREED DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO as follows:

- 14.1. The properties benefits and rights hereby conveyed unto and in favour of the Purchaser is and shall be one lot and shall not be partitioned or dismembered in part or parts and the Purchaser shall also not claim any division or partition in the Said Premises towards its Said Proportionate Undivided Share appurtenant to the Said apartment. It is further agreed and clarified that any transfer of the Said apartment by the Purchaser shall not be in any manner inconsistent herewith and the covenants herein shall run with the land and the transferee of the Purchaser shall be bound to abide by the rules and regulations framed for the Building and become a member of the Association.
- 14.2. All the apartments and other constructed areas as well as the other open and covered spaces in the Building or the Said Premises / Project, as the case may be, until the same be disposed of by the Owners and the Promoter, shall remain the exclusive property of the Owners and the Promoter and the Purchaser shall not claim any right or share therein.
- 14.3. After the transfer of 80% of the Total apartments in the Said Project, the Association of the Purchasers shall be formed by the Promoter and the Purchaser and the other Purchasers of the Project shall be the members thereof, each having voting rights therein in accordance with the Act and the Rules. The Purchaser shall, along-with the other Purchasers, sign and execute all papers, documents, declarations and applications for the purpose of formation of the Association and its taking charge of the acts relating to the Common Purposes. The Purchaser confirms that the Promoter shall be at liberty to have the same effected as the constituted attorney of the Purchaser and the purchase shall execute and sign a power of attorney for the same.
- 14.4. The Purchaser has understood that after completion of construction and after completion of transfer of all the units, the Promoter shall hand over the responsibility of maintenance of common areas and the responsibility of the building in favour of the Association of the purchasers and the initial Association shall be formed by the Promoter and also that at the time of such initial formation of Association the purchaser shall not have any objection.
- 14.5. Until such time the Association is formed and takes charge of the acts relating to the Common Purposes, the Promoter or its nominees shall manage and maintain the Said Project and look

after the Common Purposes subject however to the Purchaser making payment of the proportionate share of maintenance charges, the Common Expenses and all other charges and expenses in terms hereof.

- 14.6. Upon formation of the Association and its taking charge of the acts relating to the Common Purposes all the rights and obligations with regard to the Common Purposes shall be and/or stood transferred by the Promoter and/or its nominee to the Association. All references to the Promoter herein with regard to the Common Purposes shall thenceforth be deemed to be reference to the Association.
- 14.7. The bills for maintenance charges / Common Expenses, electricity charges, and other charges payable by the Purchaser to the Promoter and/or their nominees and upon its formation to the Association, shall be deemed to have been served upon the Purchaser , in case the same is left in front of the Said apartment or in the letter box in the ground floor of the Building, handed over, whatsapped or emailed to the Purchaser or his/her family members, tenants or licensees and earmarked for the Said apartment.
- 14.8. It is placed on record that presently, the owners of the units shall remain liable to indemnify the Promoter and the Owner for all liabilities due to non fulfillment of their respective obligations and also for all liabilities claims and demands arising in course of the maintenance, management upkeep and administration of the said Premises (including those on account of loss of life or property due to operation and maintenance of lift's, generator and/or other installations in the said Premises).
- 14.9. The Purchaser shall bear registration charges including the stamp duty, registration fees, legal fees and such other expenses in respect of registration of this Deed of Conveyance.
- 14.10. The provisions of Agreement for Sale and any other prior agreement between the parties to the extent contrary to or inconsistent with these presents shall stand superseded.
- 14.11. However all other provisions, right and obligations, covenants and representations, contained in the Said Agreement, which are not in conflict with this Deed, shall be treated as part and parcel of this Deed and shall be deemed to be incorporated in this Deed by reference.

15. Arbitration:

- 15.1. **Disputes to be settled by Arbitration:** Any dispute, controversy or claims between the parties hereto arising out of or relating to this Agreements or the breach, termination or invalidity thereof (excepting disputes which are to be expressly referred to and resolved by the Architects) shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. In this regard, the Parties irrevocably agree that:
 - a) **Arbitral Tribunal:** The arbitral tribunal shall be composed of a Sole Arbitrator to be nominated by the Developer.
 - b) **Place of Arbitration:** The place of arbitration shall be at Midnapur and any award made whether interim or final, shall be deemed for all purposes between the Parties to be made at Midnapur.
 - c) **Language and Applicable Law:** The arbitral proceeding shall be conducted in the English language and any award or awards shall be rendered in English. The Arbitrator shall not be obliged to follow any procedural law and shall be entitled to set up its own procedure.
 - d) **Award Final and Binding:** The award of the arbitral tribunal shall be final and conclusive and binding upon the Parties hereto and the Parties shall be entitled (but not obliged) to enforce the award. Such enforcement shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.
 - e) **Summary Proceedings and Interim Awards:** The Arbitrator shall have the right to proceed summarily and to make interim awards.
- 15.2. **No Legal Proceeding without Recourse to Arbitration:** The Parties shall not commence legal proceedings or have any receiver appointed over the Said Unit And Appurtenances and/ or the Said Building/the Said Property without first referring the matter to arbitration and till the Arbitral Tribunal has given its direction/award.

- 15.3. **Jurisdiction:** Courts having territorial jurisdiction over the said Building/apartment alone shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this agreement or connected therewith, including the arbitration as provided herein-above.

SCHEDULE 'A'
(Said Property/Premises)

All THAT Piece and Parcel of Land measuring 0.5472 (Point Five Thousand four hundred and seventy two) Acre more or less, contained in R.S. Dag no. 223/361, Khatian no. 876, situate lying at Mouza - Rangamati, J.L.No.-150, situated at Holding No. 548 / 239, ward no. 20, Rangamati, Midnapore, Dist: Paschim Medinipur, P.S. Kotwali, P.O - Midnapore, West Bengal delineated on the Plan annexed hereto and bordered in colour Green thereon, as Annexure " 2" and butted and bounded as follows:

On The North	:	House and Land of Bajranglal Agarwala
On The East	:	By Government Road
On The South	:	Land of Girdharilal Gupta
On The West	:	Land of Girdharilal Gupta

SCHEDULE 'B'
Said Apartment And Appurtenances

- a) The Said Apartment, being Residential Apartment No. _____, on the ____ floor, having carpet area of _____ (_____) square feet and the said apartment with attached balcony collectively having built up area of _____ (_____) square feet, more or less, constructed in the said Project, Vrindavan Gardens. The layout of the Said Apartment is delineated in Red colour on the Plan annexed hereto and marked as Annexure "1";
- b) The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Building, as be attributable and appurtenant to the Said Apartment;
- c) The Said Parking Space, being the right to park __ (____) medium sized car in the _____, admeasuring 120 (one hundred and twenty) square feet, in the Said Project and
- d) The Share In Common Areas, being the undivided, impartible, proportionate and variable share and/or interest in the Common Areas of the Project described in Schedule C below, as be attributable and appurtenant to the Said Apartment subject to the terms and conditions of this Agreement.

Narration for Parking Space / Right

The parking space/s for the right to parking of medium sized cars and/or Bike is applicable only for those who have opted and have been allotted the same. It is clarified that the parking space (1) shall be allotted to the Purchaser after completion of construction of the Said building and (2) can only be used for parking of a medium sized car or bike as the case may be of the Purchaser and not for any other purposes.

SCHEDULE 'C'
(Common Area / Portions)

1. The land on which the said building is constructed and all assessment rights and appurtenances belong to the land and the building;

2. The space within the building comprises of the Open and/or covered paths, boundary wall and gates, passages, lobbies, staircases and landings for ingress and egress to and from the Said apartment or the Said building;
3. Entrance Lobby at the ground level of the Said Building;
4. Lobbies on all floors and staircase(s) of the Said Building;
5. The foundation column, griders, beams, supports, main walls, roofs, corridors, lobbies, staircase, stair ways entrance and landing space on all floors of the building meant for common use of all residential apartment owners;
6. Common services such as the drainage systems, water supply arrangement in the premises including water supply lines meant to be used by residential apartment owners only;
7. Overhead water tank, water pipes, sewerage pipes (save those inside any apartment), Drains, sewerage pits and pipes (save those inside any apartment);
8. Electrical wiring, meters and Electrical installations and fittings those as are installed for common purposes and meant to be used by the owners of the residential apartment. Electrical Installations including wiring and accessories for receiving electricity from Electricity Supply Agency to all the apartments in the building and Common Portions within the Said premises;
9. Wiring and accessories for providing stand by power to all the residential Units (if any) and Common Portions within the Said building;
10. Water pump, Motor, Compressors, Water tank, water pipes, sewerage pit & pipes and ditch and other common plumbing installation;
11. Stair head room, caretaker room (if any), Lift machine room, chute and lift well along with Lift and Lift machinery;
12. That premises for the lodging of janitors or persons employed for the management and supervisions of the common portions of the building;
13. Fire fighting equipment and accessories as required;
14. Pumps and motors for water supply system for the Said building.
15. Electricity meter(s) for common installations and space for their installation
16. Roof Area, Stair room (if any), CCTV (if any)
17. External Walls of the Said building
18. Community Hall, if any
19. All other areas, facilities and amenities for common use and enjoyment of Said Project
20. Ingress and Egress Easement Right through common area

SCHEDULE "D"
(Purchasers Covenants)

The Purchasers covenant with the Promoter (which expression includes the body of apartment owners of the Real Estate Project under the West Bengal Apartment Ownership Act, 1972 ("Association"), wherever applicable) and admits and accepts that:

1. **Satisfaction of Purchasers:** The Purchasers are acquainted with, fully aware of and are thoroughly satisfied about the title of the Owners, right and entitlement of the Promoter, the sanctioned plans, all the background papers, the right of the Owners and the Promoter to enter into this Agreement, the scheme of development described in this Agreement and the extent of the rights being granted in favour of the Purchasers and the negative covenants mentioned in this Agreement and the Purchasers hereby accept the same and shall not raise any objection with regard thereto.
2. **Purchasers Aware of and Satisfied with Common Areas and Specifications:** The Purchasers, upon full satisfaction and with complete knowledge of the Common Areas (described in the Schedule C above) and quality, specifications, materials, workmanship and structural stability thereof Specifications and all other ancillary matters, is entering into this Agreement. The Purchasers have examined and are acquainted with the Said Project and has agreed that the Purchasers shall neither have nor shall claim any right over any portion of the Said Building and/or the Said Project save and except the Said Apartment And Appurtenances.

The Purchaser has also examined and satisfied himself about all the permissions and licenses issued by the concerned authorities, including those relating to occupation of the Building, installation, maintenance and user of lift, generator and other utilities and facilities at the Said Project and fire safety and rules made thereunder and also acquainted himself and accepted and agree to comply with the norms, conditions, rules and regulations with regard to the use and enjoyment thereof as well as of water, electricity, drainage, sewerage, etc.

3. **Facility Manager:** The Promoter might appoint a professional for the management and upkeep of all Common Areas till the formation of the Association (**Facility Manager**). In this regard, it is clarified that (1) the Facility Manager shall operate, manage and render specified day to day services with regard to the Common Areas of the Said Project (2) the Facility Manager shall levy and collect the Common Expenses/Maintenance Charges (3) the Purchasers shall be bound to pay the Common Expenses/Maintenance Charges to the Facility Manager (4) the Facility Manager, will not be required to render any accounts to the Purchasers and it shall be deemed that the Facility Manager is rendering the services to the Purchasers for commercial considerations (5) the Facility Manager shall merely be the service provider for rendition of services with regard to the common portions and no superior rights with regard to the Common Areas shall vest in the Facility Manager and (6) the Facility Manager may be replaced by the Promoter.
4. **Purchasers to Mutate and Pay Rates & Taxes:** The Purchasers shall (1) pay all taxes, surcharge, levies, cess etc. (collectively "Rates & Taxes") (proportionately for the Said Building and/or the Said project and wholly for the Said Apartment And Appurtenances and until the Said Apartment And Appurtenances is separately mutated and assessed in favour of the Purchasers, on the basis of the bills to be raised by the Promoter/ the Association (upon formation) such bills being conclusive proof of the liability of the Purchasers in respect thereof and (2) have mutation completed at the earliest.

The Purchaser confirms and agrees that as and when called upon by the Promoter (after execution and registration of the Deed of Conveyance), the Purchaser shall execute and deliver all papers and documents as be required for obtaining separate apportionment/ assessment and mutation of the said apartment in the name of the Purchaser as the Purchaser thereof at their own cost, expense and liability and the Purchaser shall be liable and responsible for all the costs, expenses and consequences for the non-observance of this clause.

In the event of there being any enhancement to/in the rates and taxes due to any act, deed or thing done or carried out by the Purchaser at the said apartment, such enhancement shall be paid and borne exclusively by the Purchaser in addition to and over and above the aforesaid rates and taxes.

It being clarified that understood that such assessment and mutation shall not absolve the Purchaser of its continuing obligation to make payment of the proportionate share of the municipal rates and taxes in respect of the said Premises, as determined by the Promoter and/or / the Association (upon formation), as the case may be. The Purchasers further admit and accept that the Purchasers shall not claim any deduction or abatement in the bills of the Promoter/the Facility Manager or the Association (upon formation).

5. **Purchasers to Pay Common Expenses/Maintenance Charges:** The Purchasers shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Promoter /the Facility Manager/the Association (upon formation), such bills being conclusive proof of the liability of the Purchasers in respect thereof. The Purchasers further admit and accept that (1) the Purchasers shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges and (2) the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Promoter /the Facility Manager/the Association (upon formation).
6. **Purchasers to Pay Interest for Delay and/or Default:** The Purchasers shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Promoter/the Facility Manager/the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Purchasers shall pay

interest @ 2% (two percent) per month or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment, to the Promoter/the Facility Manager/the Association (upon formation), as the case may be. The Purchasers also admit and accept that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Purchasers and the Purchasers shall be disallowed from using the Common Areas Of the Project.

The apportionment of the liability of the Purchaser in respect of any item of expenses, tax, duty, levy or outgoings payable by the Purchaser in respect of the Said Apartment shall be done by the Promoter and the Association upon its formation and the same shall be final and binding on the Purchaser and the Purchaser shall not be entitled to raise any dispute or objection of any nature whatsoever nor shall the Purchaser be entitled to hold the Promoter or its nominee or the Association responsible to furnish any accounts, vouchers, bills, documents etc. or render explanation of expenses incurred by it in any manner.

7. **Promoter's Charge/Lien:** The Promoters shall have first charge and/or lien over the Said Apartment And Appurtenances for all amounts due and payable by the Purchasers to the Promoter.
8. **No Obstruction by Purchasers to Further Construction:** Subject to compliance with Section 14 of the Act, the Promoters shall be entitled to construct further floors on and above the top roof of the Said Building and/or make other constructions elsewhere on the Said Project and the Purchasers shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Purchasers due to and arising out of the said construction/developmental activity. The Purchasers also admit and accept that the Promoter and/or employees and/or agents and/or contractors of the Promoters shall be entitled to use and utilize the Common Areas for movement of building materials and for other purposes and the Purchasers shall not raise any objection in any manner whatsoever with regard thereto.
9. **No Rights of or Obstruction by Purchasers** All open areas in the Project Property proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Agreement and the Promoter shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.
10. **Variable Nature of Land Share and Share In Common Areas:** The Purchasers fully comprehend and accept that (1) the Share In Common Areas is a notional proportion that the Said Apartment bears to the currently proposed area of the Said Building/Project (2) if the area of the Said Building/ Project is recomputed by the Promoter, then the Share In Common Areas shall vary accordingly and proportionately and the Purchasers shall not question any variation (including diminution) therein (3) the Purchasers shall not demand any refund of the Total Price paid by the Purchasers on the ground of or by reason of any variation of the Share In Common Areas and (4) the Share In Common Areas are not divisible and partible and the Purchasers shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter, in its absolute discretion.
11. **Purchasers to Participate in Formation of Association:** The Purchasers admit and accept that the Purchasers and other Purchasers of apartments in the Said Project shall form the Association and the Purchasers shall become a member thereof. The Purchasers shall bear and pay the proportionate expenses of the Association and shall acquire and hold membership with voting rights and in this regard the Purchasers shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association, the Facility Manager shall look after the maintenance of the Common Areas. Each apartment owner will be entitled to cast a vote irrespective of his/her/its size of Apartment. In this regard and notwithstanding anything to the contrary mentioned in this Agreement it is made clear that the Promoter shall at its discretion have the liberty to form the Association after the entirety of the Project is completed and the Purchasers shall not raise any objection in any manner whatsoever in connection with the aforesaid discretionary right of the Promoter.
12. **Obligations of Purchasers:** The Purchasers shall:

- a) Co-operate in Management and Maintenance: co-operate in the management and maintenance of the Said Building and the Project by the Promoter/the Facility Manager/the Association (upon formation).
- b) Observing Rules: observe the rules framed from time to time by the Promoter/the Facility Manager/the Association (upon formation) for the beneficial common enjoyment of the Said Building and the Project.
- c) Paying Electricity Charges: pay for electricity and other utilities consumed in or relating to the Said Apartment And Appurtenances, wholly and the Common Areas, proportionately, from the possession date.
- d) Meter and Cabling: be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other apartment owners. The main electric meter shall be installed only at the common meter space in the Said project. The Purchasers shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Building, the Project Property, and outside walls of the Said Building save in the manner indicated by the Promoter/the Facility Manager/the Association (upon formation).
- e) Residential Use: use the Said Apartment for residential purpose only. Under no circumstances shall the Purchasers use or allow the Said Apartment to be used for commercial, industrial or other nonresidential purposes. The Promoter shall also not use or allow the Said Apartment to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- f) No Alteration: not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Apartment and the Said Building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Apartment. In the event the Purchasers makes any alterations/changes, the Purchasers shall compensate the Promoter /the Association (upon formation) (as the case may be) as estimated by the Promoter /the Association (upon formation) for restoring it to its original state.
- g) No Structural Alteration and Prohibited Installations: not alter, modify or in any manner change the structure or any civil construction in the Said Apartment And Appurtenances or the Common Areas or the Said Building. The Purchasers shall not install any dish-antenna on the balcony and/or windows of the Said Building and/or on any external part of the Said Building and/or the roof thereof. The Purchasers shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. The Purchasers shall install pipelines and ledge only at such places, as be specified and prescribed by the Promoter. Grills may only be installed by the Purchasers on the inner side of the doors and windows of the Said Apartment. The Purchasers shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Promoter, it being clearly understood by the Purchasers that no out-door units of split air-conditioners will be installed on the external walls of the Said Building and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Purchasers shall install the out-door unit of the same either inside the Purchasers' own balcony or on common ledge (if any) provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place. The Purchasers shall also not install any collapsible gate on the main door/entrance of the Said Apartment, such installation if any will only be done by the promoter on request from the Allottee and on subsequent extra payment for the same. The Purchasers accept that the aforesaid covenants regarding grills, air-conditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Complex, which is beneficial to all.
- h) No Sub-Division: not sub-divide the Said Apartment And Appurtenances and the Common Areas, under any circumstances. (i) No Changing Name: not change/alter/modify the names of the Said Building and the Said Complex from that mentioned in this Agreement.
- i) Trade Mark Restriction: not to use the name/mark SHAH in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever save and except for the

purpose of address of the Said Apartment and if the Purchasers does so, the Purchasers shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of the mark SHAH.

- j) No Nuisance and Disturbance: not use the Said Apartment or the Common Areas or the Said Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Building and/or the neighbouring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.
- k) No Storage: not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.
- l) No Obstruction to Promoter /Facility Manager /Association: not obstruct the Promoter /the Facility Manager/the Association (upon formation) in their acts relating to the Common Areas and not obstruct the Promoter in constructing on other portions of the Said Building and/or the Said Project and selling or granting rights to any person on any part of the Said Building/Said Project (excepting the Said Apartment and the Said Parking Space, if any).
- m) No Obstruction of Common Areas: not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Apartment and the Said Parking Space, if any.
- n) No Violating Rules: not violate any of the rules and/or regulations laid down by the Promoter /the Facility Manager/the Association (upon formation) for the use of the Common Areas.
- o) No Throwing Refuse: not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefor.
- p) No Injurious Activities: not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Apartment, the Said Parking Space, if any or the Common Areas.
- q) No Storing Hazardous Articles: not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Apartment and the Said Parking Space, if any.
- r) No Signage: not put up or affix any sign board, name plate or other things or other similar articles in the Common Areas or outside walls of the Said Apartment/Said Building save at the place or places provided therefor provided that this shall not prevent the Purchasers from displaying a standardized name plate outside the main door of the Apartment.
- s) No Floor Damage: not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home appliances.
- t) No Installing Generator: not install or keep or run any generator in the Said Apartment and the Said Parking Space, if any.
- u) No Use of Machinery: not install or operate any machinery or equipment except home appliances.
- v) No Misuse of Water: not misuse or permit to be misused the water supply to the Said Apartment.
- w) No Damage to Common Areas: not damage the Common Areas in any manner and if such damage is caused by the Purchasers and/or family members, invitees or servants of the Purchasers, the Purchasers shall compensate for the same.
- x) Fire Safety and Air Conditioning Equipment: not object to any fire safe equipment including fire sprinklers (if any) and Air Conditioning equipment being installed inside the Said Apartment and/or the Common Areas, as per statutory requirements. The Purchasers hereby understand and accept that as per the present statutory requirements/fire norms, the fire extinguisher pipe line/fire sprinklers, if any cannot be concealed within any wall and/or ceiling of the Said Apartment and consequently all fire extinguisher pipe line/fire sprinklers installed in the Said Apartment shall always remain exposed and the Purchasers shall not raise any objection in any manner whatsoever with regard thereto and further the Purchasers hereby confirm that the Purchasers shall not violate any terms of the statutory requirements/fire norms.

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

12.2 No Right in Other Areas: Save and except as expressly mentioned in this Agreement, the Purchasers shall not have any right in the other portions of the Property and the Purchasers shall not raise any dispute or make any claim with regard to the Promoter either constructing or not constructing on the said other portions of the Property.

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

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

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

13. The Purchaser shall permit the Promoter and, upon its formation, the Association and their surveyors or agents with or without workmen and others at all reasonable times upon 24 hours prior notice, except in case of emergency, to enter into and upon the Said apartment and every part thereof for the purpose of repairing reinstating rebuilding cleaning lighting and keeping in order and good condition the sewers drains pipes cables water courses gutters wires structures or other conveniences belonging to or serving or used for the Building and also for the purpose of laying down reinstating repairing and testing drainage and water pipes and electric wires and cables and for similar purposes and also to view and examine the state and condition of the Said apartment and the Purchaser shall make good all defects leakages and want of repairs within 7 days from the date of receiving notice in writing from the Promoter or the Association.
14. The Purchaser further binds himself and covenants:

- a) comply with and observe all Rules, Regulations and bye-laws including such rules and regulations as may be framed by the Developer /Maintenance In-charge / Association from time to time;
- b) permit the Developer, Maintenance In-charge and Association and their respective men agents and workmen to enter into the Said apartment for the Common Purposes of the Project;
- c) deposit the amounts for various purposes as may be required by the Developer / Maintenance In-charge or the Association;
- d) use the Project Common Areas, Amenities and Facilities without causing any hindrance or obstruction to other apartment Owners of the Said Project and/or occupants of the Building;
- e) keep the Said apartment and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other apartment in the Building and/or in the Said Phase in good and substantial repair and condition so as to support shelter and protect and keep habitable the other apartments /parts of the Building;
- f) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the Said apartment or the Project Common Areas for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise;
- g) sign and deliver to the Developer all papers applications and documents for obtaining separate electricity meter or electricity connection (at the purchaser's cost) for and in respect of the Said apartment from the service provider in the name of the Purchaser and until the same is obtained, the Developer may provide or cause to be provided reasonable quantum of electricity to be drawn by the Purchaser at his cost upon installation of electricity sub-meter in or for the Said apartment and the Purchaser shall pay all charges for electricity on the basis of reading of such sub-meter and as billed by the Developer;
- h) bear and pay the Common Expenses and other outgoings in respect of the Said Project proportionately, and the Said apartment wholly;
- i) pay municipal corporation taxes and all other rates taxes levies duties charges and impositions outgoings and expenses in respect of the Building and the Said Project proportionately, and the said apartment wholly, and to pay proportionate share of such rates and taxes payable in respect of the said apartment until the same is assessed separately by the municipal corporation;
- j) pay monthly common area maintenance charges for the maintenance of the Building, open areas, common areas, paths, passages and the Said Project as a whole, at such rate as may be quantified by the Developer at the appropriate time;
- k) pay for generator, integrated communication facilities, cable TV and other utilities consumed in or relating to the said apartment;
- l) allow the other purchasers the right of easements and/or quasi-easements;
- m) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Generator / Electricity Charges, Municipal Corporation Taxes and other payments mentioned herein within seven days of due;
- n) observe and comply with such other covenants as be deemed reasonable by the Developer for the Common Purposes;
- o) not to use the Said apartment or permit the same to be used for any purpose other than a private dwelling place of families and shall not make any noise or use or play any musical instrument or radio or television or amplifier in such a volume or shall not do any work or thing or act or conduct themselves in such a way that may reasonably cause irritation or annoyance or disturbance to any other residents of the building;
- p) not to do or suffer any thing to be done in or about for the Said apartment which may cause or tend to cause or tantamount to cause any damages to the floors or ceiling of the Said apartment or in any manner interfere with the use and enjoyment thereof or of any open spaces, passages or amenities available for common use;

- q) not to demolish or cause to be demolished the Said apartment or any part thereof at any time or any part of the said Building or the fittings and fixtures thereof;
- r) not to make in the Said apartment any structural alterations of a permanent nature except with the prior approval in writing of the Developer and/or the municipal corporation and all other concerned or statutory authorities;
- s) That the Purchaser shall not install grills, the design of which has not been suggested and/or approved by the Developer or the Association or in any other manner do any other act which would affect or detract from the uniformity and aesthetics of the exterior of the Building;
- t) That the Purchaser shall draw the electric lines/wires, television cables, broadband data cables and telephone cables to the apartment only through the space provided therefor, ensuring that no inconvenience is caused to the Developer or to the other Co-Owners and/or Co-Occupiers of the Project. The main electric meter shall be installed only at the common meter space in the Building or Project, as the case may be. The Purchaser shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Project, the Said Premises and outside walls of the building save and except in the manner indicated by the Developer or the Association, as the case may be;
- u) The Purchaser (as also other Co-Owners) will not be entitled to fix any antenna, equipment or any gadget on the roof or terrace of the Building or any window antenna, excepting that the Purchaser shall be entitled to avail the cable connection facilities of the designated providers to all the apartment/Units.
- v) not to carry out or permit to be carried out any illegal or immoral or hazardous activities in the Said apartment;
- w) not to store or keep any hazardous or explosive or dangerous or combustible or exceptionally heavy materials or things in the Said apartment or to hang from or attach to the rafters or beams any heavy materials which may damage or endanger the structural stability of the Building;
- x) not to put any nameplate or letter box or neon-sign or board in the Project Common Areas or on the outside wall of the Building save at the place as be approved or provided by the Developer Provided However that nothing contained herein shall prevent the Purchaser from putting a decent nameplate on the outer face of the main door of the Said apartment;
- y) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the Said apartment or any portion thereof;
- z) not to install or fix air-conditioners, dish antennas or other apparatus on the exterior walls of the Building, save at places specified / fixed and in a manner as indicated by the Developer;
- aa) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance of any apartment or any part of the Building or the Said Project or may cause any increase in the premium payable in respect thereof;
- bb) not to decorate the exterior of the Building otherwise than in the manner agreed by the Developer/Maintenance In-charge/Association in writing or in the manner as nearly as may be in which it was previously decorated;
- cc) not to store or permit any one to store any goods or things and neither to deposit or throw or permit to be deposited or thrown any garbage, dirt, rubbish or refuse or waste in or around the staircase, lobby, landings, lifts, passages or in any other common areas or installations of the Building;
- dd) not to raise any objection at the time of repair of pipeline or electric line or any other fault in his upper floor or in his lower floor and shall extend their full cooperation at the time of such repair which may involve his roof or his floor.
- ee) to inform and provide details to the Maintenance In-Charge / Association at the time of transfer of the instant apartment to a third party;

- ff) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other apartments in the Building;
- gg) that the Purchaser shall use the common wall jointly with other purchasers. In the common wall, he shall have the right to the tune of 50%. He will not affix or put any fixtures or nails or hooks etc. in the common wall using or penetrating more than half of the width of the common wall. He shall not be on guard or alter the walls or roof and/or the floor of the apartment. He shall not demolish the walls either common or otherwise. The Purchaser shall not use the common passage for any other purpose except for ingress and egress. He shall not place or keep any furniture or any articles or any other articles etc. in the common passage nor shall he project anything in the common passage.
- hh) not to claim any right over and/or in respect of any open land in the said Project or the Said Premises or in any other open or covered areas of the Building and the Said Premises and the Project reserved or intended to be reserved by the Owners and/or the Developer for their own exclusive use and enjoyment and not meant to be a common area or portion and not to obstruct any development or further development or additional construction which may be made from time to time by the Owners and the Developer thereat or on any part thereof;
- ii) not to claim partition or sub-division of the land comprised in the Said Premises or the Project or underneath the Building and/or the Project Common Areas, as the case may be, towards the Said Proportionate Undivided Share attributable to the Said apartment or any part thereof nor to do any act or deed, whereby the rights of the Owners and the Developer and/or the rights of the Purchaser of other apartments in the Building is/are affected or prejudiced in any manner whatsoever nor to do any act or deed, which may cause obstruction and/or hindrance in the construction of the said Building;
- jj) not to partition the Said apartment by metes and bounds;
- kk) not to shift or obstruct any windows or lights in the Said apartment or the Building;
- ll) not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the Said apartment without the prior consent in writing of the Developer and/or the Association;
- mm) not to park or allow anyone to park any car, two-wheeler or other vehicles at any place other than the space earmarked for parking car(s) or two wheeler(s) of the Purchaser(Said Parking Space) if any, mentioned in the SCHEDULE B hereto; and
- nn) not to let out or part with possession of the Said Parking Space, if so agreed to be acquired by the Purchaser hereunder, independent of the Said apartment and to use the same only for the purpose of parking of a medium size motor car or two-wheeler, as the case may be.
- oo) not to let out the Said apartment or any part thereof without obtaining prior written permission of the Developer and making payment of all sums or amounts then due and payable by the Purchaser in respect of the Said apartment.
- pp) not to park any car or two-wheeler in the Said Premises or the Project if the Purchaser has not been allotted any Garage therein, and to park only one car or two-wheeler in one parking space and not more than one, even if there be space for more than one in the parking space.
- qq) not have any right to raise any objection in the matter of transfer of any portion of the instant building whether it may be unit to be used for commercial space or parking space or a apartment or any other unit by the Vendors to anybody as per their choice.
- rr) not have any right to raise objection if any portion of the open roof of the building or any portion of the ground and/or First floor of the building is commercially Sold, let out or lease out or used by the Developer/Vendor nor the Purchaser shall be entitled to claim any share in the same.

SCHEDULE "E"

(Common Expenses)

1. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Building and the Said Project and the road network, STP etc.
3. **Association:** Establishment and all other capital and operational expenses of the Association of Purchasers (including its formation) and also similar expenses of the Promoter or any agency looking after the Common Purposes until handing over the same to the Association.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas [including the exterior or interior (but not inside any apartment) walls of the Said Building] and the road network, the drainage system, water discharge arrangement, elevator, supply system of electricity to common areas, common area machineries, equipment's, installations and accessories for common services, utilities and facilities etc.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas, including elevators, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas and the road network.
7. **Rates and Taxes:** Municipal Tax, surcharge, Water Tax and other levies in respect of the Said Building and the Said Project save those separately assessed on the Purchasers.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.
9. **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipments and personnel, if any.
10. The expenses or repairing maintaining white washing the exterior of the building as also the common areas.
11. Creation of funds for replacement revocation and/or other periodic expenses
12. Costs of cleaning and lighting the entrance of the building passage, lobbies, corridors, staircase and other common areas.
13. Such expenses as are necessary or incidental for maintenance and up-keeping of the common areas and facilities of the building complex as are not specifically provided herein.
14. Paying the cost of clearing repairing instating any drains and sewers forming part of the property.
15. Maintaining and operating the lifts
16. Insurance premium for insuring the Building against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
17. Expenses for serving/supply of common facilities and utilities (including electricity, water, etc.) and all charges incidental thereto.
18. All other expenses and/or outgoings including litigation expenses as are incurred by the Promoter and/or the Association for the Common Purposes.
19. Rates, taxes, water charges and other statutory dues if any, as may be made applicable.

SCHEDULE "F"
(Rights on Allottee's Default)

1. In case of default / delay in making payment of any amount payable under these presents (including in particular the Common Expenses and electricity charges) or otherwise by the Purchaser to the Promoter or the Association upon its formation, interest shall be payable by the

Purchaser at the agreed rate of 12% (twelve) percent per annum from the due date till the date of payment.

2. In case of there being a failure, refusal, neglect, breach or default on the part of the Purchaser to perform or comply with any of the terms conditions covenants undertakings stipulations restrictions prohibitions and/or obligations in respect of the Said Flat continuing for more than 1 month, then the Promoter and/or the Association upon its formation shall be entitled to issue a notice to the Purchaser calling upon the Purchaser to rectify and/or make good or set right the failure neglect refusal breach or default within 15 days from the date of issue of the said notice. If the Purchaser does not comply with the said notice to the satisfaction of the Promoter and the Association, as the case may be, then the Promoter and/or the Association, as the case may be, shall be entitled to invoke their rights under clause IV(g) of these presents and the Purchaser shall in addition be liable to pay to the Promoter and/or the Association, compensation and/or damages that may be quantified by the Promoter / Association.

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

We hereby do confirm signing this deed only after complete knowledge and understanding of every content of this deed

SIGNED SEALED AND DELIVERED
by the withinnamed **OWNERS/VENDORS**

We hereby do confirm signing this deed only after complete knowledge and understanding of every content of this deed

SIGNED SEALED AND DELIVERED
by the withinnamed **DEVELOPER/VENDORS**

We hereby do confirm signing this deed only after complete knowledge and understanding of every content of this deed

SIGNED SEALED AND DELIVERED
by the withinnamed **PURCHASER**

Witnesses to all signatories above:

1.)

2.)

RECEIPT

RECEIPT RECEIVED on the day month and year first above written of and from the withinnamed Purchaser the within-mentioned sum of **Rs.**/- (**Rupees**) **only**paid as and by way of full consideration in terms of these presents as per Memo below.

MEMO OF CONSIDERATION

RECEIVED as follows :

Sl. No	Payment Date	Amount (in Rs.)	Cheque No.	Bank
1				
2				
3				
4				
5				
	TOTAL			

Drafted by:

Witnesses

Typed by:

(Pradip Sen) M/s. Medini Infotech, Old LIC More.

This Deed is completed in 1 Stamp page and 26 Nos. of Demy pages and having 2 Witnesses. One Additional sheet is annexed herewith containing finger impressions of the parties. One drawn to scale map has been made part and parcel of this Deed.

Continued.....

**ATED THIS Day Of.....
BETWEEN**

**GOBINDA RAM AGARWALA
... Owners
AND
SHAH REAL ESTATE
... Developer
AND
XXXXXXXXXXXX
... Purchaser**

**DEED OF CONVEYANCE
Of**

Apartment No. : VV; Floor :

**WITH
0 (Zero) Parking Space
AT
VRINDAVAN GARDENS
MIDNAPORE**