

DEED OF CONVEYANCE

This Deed of Conveyance ("Deed") made at Kolkata on this the [•] day of [•], 20__ by and between:

IABA HOUSING PRIVATE LIMITED, a company incorporated under the Companies Act, 2013, having its registered office at 5, Gorky Terrace, 2nd Floor, police station and post office – Shakespeare Sarani, Kolkata – 700 017, West Bengal, having PAN No. AAFCI0051H and CIN No. U70109WB2018FTC228229, represented by [•] (Aadhar No. [•]), son of [•], by faith – [•], by occupation – [•], by nationality – Indian, working for gain at [•], having personal PAN No. [•], as authorised signatory, duly authorised vide board resolution dated [•], hereinafter referred to as the "**Promoter**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interest and assigns) of the **ONE PART**;

AND

MR./MS. [•] (Aadhar No. [•]), son/daughter/wife of [•], aged [•] years, by nationality [•], having his/her permanent residence at [•] and having PAN No. [•], *through his/her duly constituted power of attorney holder/guardian [•]

AND

****MR./MS.[•]** (Aadhar No. [•]), son/daughter/wife of [•], aged [•] years, by nationality [•], having his/her permanent residence at [•] and having PAN No. [•], *through his/her duly constituted power of attorney holder/guardian [•] (hereinafter [singly/ jointly] referred to as the "**Purchaser**", which expression shall, unless excluded by the context or otherwise, include his/her/their heirs, executors, administrators, successors-in-interest and permitted assigns) of the **OTHER PART**.

(*strike off if not applicable)

(**to be filled up in case of joint purchasers)

The Promoter and the Purchaser are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

- I. The Government of West Bengal acquired all that piece and parcel of land admeasuring approximately 1822.59 (one thousand eight hundred and twenty two point five nine) acres or thereabouts, lying and situated at District Burdwan, comprised within Mouzas – Amlouka, Patsaora, Khandra, Ukhra, Dakshinkhanda, Banguri, Andal, Arati and Tamla, West Bengal (hereinafter referred to as the "**Total Land**");
- II. Pursuant to a joint venture development agreement dated January 18, 2008, read with the first addendum dated October 26, 2009 to the said joint venture development agreement and the second addendum dated September 14, 2013 to the said joint venture development agreement (hereinafter collectively referred to as the "**JVDA**") executed between Bengal Aerotropolis Projects Limited ("**BAPL**") and West Bengal Industrial Development Corporation Limited ("**WBIDC**"), BAPL has been granted leasehold rights by WBIDC, under various lease deeds in respect of the Total Land. WBIDC has demised and leased unto BAPL, the Total Land for an initial term of 99 (ninety nine) years, with an option of automatic renewal of this lease for a further period of 99 (ninety nine) years on the terms and conditions as those contained therein for the initial term;



- III. Leasehold rights in respect of the Total Land have been granted by WBIDC to BAPL under the following lease deed(s): (a) lease deed dated July 23, 2010, registered with the Additional Registrar of Assurances III in Book No. I, CD Volume No. 3, pages 763 to 805, being no. 01303 for the year 2010; and (b) lease deed dated December 13, 2010, registered with the Additional Registrar of Assurances III in Book No. I, CD Volume No. 1, pages 3457 to 3490, being no. 00211 for the year 2011 (hereinafter collectively referred to as the “**Lease Deeds**”);
- IV. The Total Land has been granted to BAPL for development of an aerotropolis project therein comprising an airport, an IT & industrial park, institutional area, educational, commercial, residential township and a rehabilitation and EWS zone (“**Aerotropolis**”);
- V. On November 26, 2018 and November 21, 2019, BAPL entered into 2 (two) deeds of assignment bearing no. 190302908 of 2018, registered with the Additional Registrar of Assurances-III in Book No. I, Volume No. 1903-2018, pages 114984 to 115128 and bearing no. 109306452 of 2019, registered with the Additional Registrar of Assurances-III in Book No. I, Volume No. 1903-2019, pages 259178 to 259230 respectively, with the Promoter, under which BAPL assigned leasehold rights of a portion of the Total Land in the residential zone of the Aerotropolis, being land admeasuring (approximately upon rounding off to a single decimal point) 15.5 (fifteen point five) acres and 1.443 (one point four four three) acres respectively, situated at Andal District Burdwan, West Bengal, unto the Promoter for the purpose of developing a low-cost and affordable housing project thereon (collectively referred to as “**Assigned Land**”);
- VI. Accordingly, the Promoter has demarcated a portion of the Assigned Land admeasuring an area of about 11.19 (eleven point one nine) acres(hereinafter referred to as the “**Project Land**” and delineated and demarcated in Annexure – I hereto), with 12 (twelve) multi-storied towers/ buildings, and each such tower/building comprising several residential apartments to be developed in phases comprising 988 (nine hundred eighty eight) units, Club and commercial shops in the name and style of “[•]” (hereinafter referred to as the “**Residential Project**”);
- VII. The Promoter has further demarcated a portion of the Project Land within the Residential Project admeasuring an area of about [•] ([•]) acres(hereinafter referred to as the “**Said Land**” and delineated and demarcated in Annexure – II hereto), with [•] ([•]) multi-storied towers/ buildings, and each such tower/building comprising [•] ([•]) residential apartments, in the name and style of “**Ashavari Estate – Phase I**” (hereinafter referred to as the “**Project**”);
- VIII. The Promoter has obtained from WBIDC the sanctioned plan bearing reference no. WBIDC/BPS/BAPL/01/1026 dated November 17, 2021, comprising of the layout plan, specifications and approvals of the Residential Project, the Project and also for the Apartment (*as hereinafter defined*);
- IX. The Promoter registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ on _____ under registration no. _____;

- X. The Promoter is fully competent to enter into this Deed and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land, on which the Project has been constructed, have been completed;
- XI. The Purchaser had applied for an apartment in the Project and pursuant thereto has been allotted apartment no. [•] having carpet area of [•] square feet on the [•] floor in [tower/block/building] no. [•] ("**Building**"), along with exclusive balcony and open terrace area appurtenant to the apartment, if any (as mentioned under the Explanation to Section 2(k) of the Act), and along with right to use _____ car parking bearing parking number [•], as permissible under Applicable Law, and a *pro rata* share in the Common Areas, as defined in Section 2(n) of the Act (hereinafter collectively referred to as the "**Apartment**" and as more fully and particularly described in **Schedule A** written hereunder, with the floor plan of the apartment annexed hereto as **Schedule B**), on the terms and conditions contained in the allotment letter dated [•] and/or any subsequent modifications thereto;
- XII. Pursuant thereto the Parties executed an agreement for sale dated [•] for the said Apartment ("**AFS**"), on the terms and conditions set out therein and in accordance with Applicable Laws. The said AFS has been registered in the office of [•] in Book No. [•], CD Volume No. [•], Pages [•] to [•], being No. [•] for the year [•];
- XIII. By a memo bearing reference no. [•] dated [•] the [*name of the concerned competent authority to be inserted*] granted a completion certificate/partial completion certificate under Applicable Laws in respect of the Project;
- XIV. Pursuant to receipt of the completion certificate/partial completion certificate, the Promoter has issued a possession notice dated [•] to the Purchaser in compliance with the provisions of the AFS, and the Purchaser being in compliance with the provisions of the AFS and paying all amounts due with respect to the Apartment in accordance with the terms thereof, the Parties have now agreed to execute this Deed;
- XV. On or before execution of this Deed, the Purchaser has examined or has caused to be examined the following and the Purchaser has fully satisfied himself/herself as to:
- (a) the floor plan, area and other dimensions and specifications of the Apartment;
 - (b) the layout plan and sanctioned plan of the Residential Project, the Project and the Building;
 - (c) the amenities, facilities and Common Areas and/or the Limited Common Areas of the Residential Project; and
 - (d) the terms, conditions, covenants, stipulations, restrictions, reservations, and obligations, subject to which this Deed is being executed;
- and the Purchaser has further agreed, represented and undertaken, not to raise any objection and/or demand and/or claim for compensation and/or damage in respect thereof in any manner or on any ground whatsoever or howsoever;
- XVI. The Parties have gone through all the terms and conditions set out in this Deed and have understood the mutual rights and obligations detailed herein; and
- XVII. Based on the representations and other covenants by the Purchaser, the Promoter hereby executes this Deed in favour of the Purchaser on the terms and conditions as set forth herein.

NOW THEREFORE THIS DEED OF CONVEYANCE WITNESSES AS FOLLOWS:

1. Definitions and Interpretation

1.1 Definitions

In addition to the terms separately defined in this Deed the following terms, words and expressions shall, unless the context otherwise requires, have the respective meanings assigned to them herein:

“**Act**” shall mean the Real Estate (Regulation and Development) Act, 2016;

“**Aerotropolis**” shall have the meaning ascribed to such term in Recital IV of this Deed;

“**AFS**” shall have the meaning ascribed to such term in Recital XII of this Deed;

“**Apartment**” shall have the meaning ascribed to such term in Recital XI of this Deed and which is more fully and particularly described in **Schedule A** written hereunder and delineated and demarcated in **Schedule B** hereto;

“**Applicable Laws**” shall mean and include all applicable laws, statutes, enactments, acts of legislature or parliament, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives, orders, binding actions etc. of any governmental authority, tribunal, board, court, as updated or revised or amended from time to time, as applicable to the Project, the Residential Project and the Aerotropolis;

“**Assigned Land**” shall have the meaning ascribed to such term in Recital V of this Deed;

“**Association**” shall have the meaning ascribed to such term in Clause 5.1 of this Deed;

“**BAPL**” shall mean Bengal Aerotropolis Projects Limited having CIN No. U35303WB2007PLC117120;

“**Building**” shall have the meaning ascribed to such term in Recital XI of this Deed;

“**Club**” shall have the meaning ascribed to such term in Clause 6.1 of this Deed;

“**Co-Buyers**” or “**Co-Occupiers**” shall mean person or persons, who has/have purchased and/or is owning or occupying a residential unit or a commercial shop or a parcel of land, in the Residential Project, or any part thereof, or in the Aerotropolis, as the case may be and shall include personnel of the Promoter or BAPL or the Property Management Agency or the Association or any of their respective sub-contractors, who are residing within the premises of the Residential Project or the Aerotropolis;

“**Common Areas**” shall mean the common areas (as defined under the Act) of the Residential Project;

“**Corpus Deposit**” shall have the meaning ascribed to such term in Clause 5.4 of this Deed;

“**Deed**” shall mean this deed of conveyance including any schedules and annexures attached hereto or incorporated herein by reference;

“**GCITA**” shall mean the Golden City Industrial Township Authority;

“**Handover Date**” shall have the meaning ascribed to such term in Clause 5.3 of this Deed;

“**JVDA**” shall have the meaning ascribed to such term in Recital II of this Deed;

“**LeaseDeeds**” shall have the meaning ascribed to such term in Recital III of this Deed:

“**Limited Common Areas**” shall have the meaning ascribed to the term in the West Bengal Apartment Ownership Act, 1972 and for the purpose of the Residential Project shall include the areas mentioned in **Schedule C** hereunder written;

“**Maintenance Charges and Expenses**” shall mean the costs, expenses and charges related to maintenance, management, upkeep of the Common Areas and/or the Limited Common Areas and Club, including but not limited to the charges and expenses listed out hereinbelow and which shall be shared proportionately between the Co-Buyers/Co-Occupiers of the Residential Project:

- (i) Township Infrastructure Charges;
- (ii) Project Maintenance Charges;

“**Outgoings**” shall have the meaning ascribed to such term in Clause 4.7 of this Deed;

“**Possession Date**” shall have the meaning ascribed to such term in Clause 4.1 of this Deed;

“**Project**” shall have the meaning ascribed to such term in Recital VII of this Deed;

“**Project Land**” shall have the meaning ascribed to such term in Recital VI of this Deed;

“**Project Maintenance Charges**” shall, including but not limited to the charges and expenses listed out hereinbelow, mean the following:

- (i) cost and expense relating to renewal of various licenses, including but not limited to environmental clearance, West Bengal Pollution Control Board, fire, Airport Authority of India, pollution, building sanctions, electrical safety etc. related to the Residential Project;
- (ii) cost and expense relating to purchase, maintenance, renewal and insurance etc. of building, equipment, utilities and/or the provision of any service related to the Residential Project including all annual maintenance contracts;
- (iii) cost and expense of maintaining, operating, replacing, management, upkeep, repair, replacement of external facilities such as water connections, water supply, overhead tanks, underground water tanks, fire tanks, rain water harvesting pits, water drain, sewage system, sewage treatment system, lights, lighting apparatus, pumps, power connections, meters, generators, fire fighting equipment and/or other equipment and utilities of the Common Areas and used for the common use of the Co-Buyers/Co-Occupiers of the Residential Project;
- (iv) cost and expense relating to maintaining, operating, repairing, renovating, painting, decorating, replacing, amending, renewing and where appropriate cleaning of the Building and/or any other tower within the Residential Project, boundary wall, guard room, gates and other common infrastructure and finishes;

- (v) cost for providing and arranging for removal waste, rubbish etc. including composting of waste;
- (vi) cost and expense relating to the maintenance, management, upkeep of the lawns, water bodies, passage-ways, drive ways, parking areas, services areas, community facility and other Common Areas in the Residential Project;
- (vii) cost and expense relating to maintaining the structure of the Building and/or any other building within the Residential Project like foundations, plinth, super-structure etc.;
- (viii) costs and expense of the persons and/or Property Management Agency employed for such maintenance work including deployment of security services by the Association or by the Promoter until the Association is formed, including their perquisites, bonus and other emoluments and other benefits;
- (ix) cost and expense of the Association including its formation, establishment of its office & fitouts, working capital, administrative and miscellaneous expenses;
- (x) cost and expense relating to maintenance, management and upkeep of the Limited Common Areas;
- (xi) cost and expense related to all municipal and other rates, taxes and outgoings relating to the Residential Project which cannot be allocated to any particular Co-Buyers/Co-Occupiers of the Residential Project; and
- (xii) cost and expense for providing electricity to the Common Areas and/or the Limited Common Areas.

“Property Management Agency” shall have the meaning ascribed to such term in Clause 5.8 of this Deed;

“Residential Project” shall have the meaning ascribed to such term in Recital VI of this Deed;

“Said Land” shall have the meaning ascribed to such term in Recital VII of this Deed and which is more fully and particularly delineated and demarcated in Annexure – II hereto;

“Schedule” shall mean a schedule of this Deed;

“Section” shall mean a section of the Act;

“Total Land” shall have the meaning ascribed to such term in Recital I of this Deed;

“Township Infrastructure Charges” shall mean the costs, expenses and charges related to maintenance, management, upkeep of the infrastructure of Aerotropolis, which shall be shared proportionately between the Co-Buyers / Co-Occupiers of the Aerotropolis;

“Township Manager” shall have the meaning ascribed to such term in Clause 5.7 of this Deed;

“Unit(s)” shall mean individual saleable/transferable unit capable of separate independent use and occupation and which are part of the Residential Project constructed and developed on the Project Land; and

“WBIDC” shall have the meaning ascribed to such term in Recital II of this Deed.

1.2 Interpretation

In this Deed, unless the context otherwise requires:

- (i) headings and numbering are not to be considered as part of this Deed and they have been solely inserted for convenience and reference purposes and shall not affect the construction/interpretation of this Deed;
 - (ii) words importing the singular include the plural and *vice versa*, and word importing a gender include each of the masculine, feminine and neutral gender;
 - (iii) reference to any enactment, whether general or specific, shall include any modification, extension or re-enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws, permissions or directions at any time issued under it;
 - (iv) in the event of any inconsistency between the clauses of this Deed and the schedules hereto, the clauses of this Deed shall prevail;
 - (v) a reference to any agreement or document, is a reference to that agreement or document and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, renewed or extended, from time to time, in accordance with the terms thereof;
 - (vi) the word "*person*" shall mean any individual, partnership, firm, corporation, joint venture, association, trust, unincorporated organization or other similar organization or any other entity and wherever relevant shall include their respective successors and assigns and in case of an individual shall include his legal representatives, administrators, executors and heirs and in case of a trust shall include the trustee or the trustees for the time being;
 - (vii) the term "*or*" shall not be exclusive, the terms "*herein*", "*hereof*", "*hereto*" and "*hereunder*" and other terms of similar import shall refer to this Deed as a whole and not merely to the specific provision where such terms may appear and the terms "*including*" and "*include*" shall be construed without limitation; and
 - (viii) it is clarified that this Deed shall supersede and/or shall have overriding effect on any other documents executed prior to the date of this Deed.
2. In pursuance of the aforesaid **AND** in consideration of the sum of INR [●] (Indian Rupees [●]) paid by the Purchaser to the Promoter at or before the execution of these presents, the receipt whereof the Promoter does hereby admit and acknowledge by the instant clause and further in consideration of the Purchaser agreeing and undertaking to observe and perform the terms, conditions, covenants, restrictions and obligations hereunder, the Promoter does hereby acquit, release and discharge the Purchaser, and the Promoter does hereby grant, sell, transfer, convey, assure and assign in favour of the Purchaser, the Apartment (as more fully and particularly described in **Schedule A** written hereunder, with the floor plan of the apartment annexed hereto as **Schedule B**):
- 2.1 together with the right to use certain basic infrastructure of the Aerotropolis;

- 2.2 together with all the estate, right, title, claim, interest, demand of the Promoter into or upon the Apartment;
- 2.3 subject to the terms, conditions, and provisions contained herein but otherwise free from all encumbrances, charges, liens, lispendence, trusts, execution and attachment proceedings; and
- 2.4 also subject to the payment in perpetuity of the proportionate share of the Maintenance Charges and Expenses and all other Outgoings now chargeable upon or which become payable hereafter in respect of or in connection with the said Apartment wholly, the Common Areas and/or the Limited Common Areas proportionately,
- 2.5 **TO HAVE AND HOLD** the Apartment hereby sold, transferred, granted, conveyed, assigned and assured or intended to be and every part or portion thereof, to or unto the use of the Purchaser absolutely and forever but at all times.
3. **THE PROMOTER HEREBY AGREES AND ACKNOWLEDGES AS FOLLOWS:**
 - 3.1 That subject to the provisions of this Deed, the interest which the Promoter does hereby profess to transfer subsists and that the Promoter has full right, power and absolute authority to grant, sell, transfer, convey, assign and assure the Apartment unto the Purchaser;
 - 3.2 That subject to the observance and performance of the terms and conditions, covenants, stipulations, restrictions and obligations contained herein by the Purchaser, it shall be lawful for the Purchaser, from time to time and at all times hereafter, to enter into and to hold and enjoy the Apartment and/or every part thereof and to receive rents, issues and profits thereof without any interruption, disturbance, claim or demand whatsoever from or by the Promoter or any person or persons claiming through, under or in trust for any of them; and
 - 3.3 That the Promoter shall, subject to the observance and performance of the terms and conditions, covenants, stipulations, restrictions and obligations contained herein by the Purchaser, from time to time and at all times hereafter, upon every reasonable request and at the cost of the Purchaser, make, do, acknowledge, execute and perform all such further and/or other lawful and reasonable acts, deeds and things whatsoever for further, better or more perfectly and absolutely assuring the Apartment unto the Purchaser.
4. **THE PURCHASER, WITH INTENTION TO BRING ALL PERSONS INTO WHOSOEVER'S HANDS THE APARTMENT MAY COME, HEREBY COVENANTS AND AGREES WITH THE PROMOTER AS FOLLOWS:**
 - 4.1 That the Promoter has already given the delivery of vacant, peaceful, satisfactory and acceptable possession of the Apartment / shall simultaneously with the execution of this Deed give delivery of vacant, peaceful, satisfactory and acceptable possession of the Apartment (hereinafter referred to as the "**Possession Date**") to the Purchaser, by way of issuance of a possession letter, which the Purchaser hereby admits, acknowledges and accepts;

- 4.2 That since the share /interest of the Purchaser in the Common Areas is undivided and cannot be divided or separated, the Purchaser shall use the Common Areas along with other Co-Buyers and/or Co-Occupiers of the Residential Project, without causing any inconvenience or hindrance to them;
- 4.3 That the Purchaser's right at all times shall be limited to the Apartment, and the Purchaser shall neither have nor claim any manner of right, title and/or interest over or in respect of any other part or portion of any other areas, i.e. areas and facilities falling outside the Residential Project;
- 4.4 That, the Purchaser shall at all times make timely payment of the proportionate Maintenance Charges and Expenses to the Promoter or the Property Management Agency, as the case may be, in the manner and at such intervals and at such rates as may be decided by the Promoter, the Association, or the Property Management Agency, as the case may be, failing which the Promoter, the Association or the Property Management Agency, as the case may be, shall be entitled to take such action as it may deem fit;
- 4.5 That the Maintenance Charges and Expenses shall be proportionately divided amongst the Co-Buyers and/or Co-Occupiers of the Residential Project and the Township Infrastructure Charges shall be proportionately divided amongst the Co-Buyers and/or Co-Occupiers of the Aerotropolis, in such manner as may be decided by the Promoter, the Association or the Property Management Agency, as the case be, from time to time in this regard;
- 4.6 That the right of the Purchaser to use the Common Areas and/or the Limited Common Areas shall always be subject to the timely payment of maintenance charges and other charges, including but not limited to the Maintenance Charges and Expenses as determined and thereafter billed by the Promoter or the Association or the Property Management Agency, as the case maybe, and performance by the Purchaser of all his/her obligations in respect of the terms and conditions specified by the Promoter or the Association or the Property Management Agency, as the case maybe, from time to time;
- 4.7 That the Purchaser shall bear and pay all the municipal taxes, rates, levies, surcharge, lease rents, deposits including security deposits, assessments, water charges, meter charges, electricity charges, and legal charges together with interest thereon and all other outgoings (hereinafter referred to as "**Outgoings**") related to the Apartment on and from the Possession Date. However, so long as the Apartment is not separately assessed for municipal taxes, rates, levies surcharges and other outgoings, the Purchaser shall be liable to and will pay his/her proportionate Outgoings attributable to the Apartment to the Promoter, Association or the Property Management Agency, as the case may be. Further, on and from the Possession Date, the Purchaser shall be liable to pay proportionately all Outgoings for the Common Areas and/or the Limited Common Areas and for use of certain basic infrasturture of Aerotropolis on the basis of bills to be raised by the Promoter, BAPL, Association, the Township Manager or the Property Management Agency, as the case may be, such bills being conclusive proof of the liability of the Purchaser in respect thereof;
- 4.8 That the Purchaser shall be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the relevant Unit in the records of the concerned authorities within a period of 3 (three) months and shall keep the Promoter indemnified against any loss, claims and/or demand that may be incurred by or may arise against the Promoter due to non-fulfilment and/or non-observance of this obligation by the Purchaser;

- 4.9 That the Purchaser has fully understood that the Promoter does not have the right and is not responsible for any other infrastructure being constructed within the Aerotropolis other than the Residential Project;
- 4.10 That the Purchaser has fully understood that the Residential Project is being developed in phases, with the Project being one such phase of the Residential Project. Consequently, the Purchaser hereby agrees and acknowledges that: (i) the owners of Units in the Project shall have a *pro rata* share in the Common Areas of the entire Residential Project, in common with all the other owners of Units in the Residential Project; (ii) the owners of Units in Project shall have a proportionate share in the Project Land, along with all the other owners of Units in the Residential Project; and (iii) all the other owners of Units in the Residential Project shall have a proportionate share in the Said Land, along with the owners of Units in the Project, and the Purchaser shall not raise any objection and impediment to the same;
- 4.11 That the Purchaser has fully understood that the Residential Project includes a community facility which shall be available to the purchasers of the Residential Project on a pay and use basis, and on such other terms and conditions as may be specified by the Promoter, the Association or the Property Management Agency, as the case may be.
- 4.12 That the Purchaser has fully understood that the owners of the 11 (eleven) commercial units in the Residential Project, shall have exclusive rights over the respective areas in front of their Units, which have been included in the built up area of the respective Units, and the Purchaser agrees and undertakes that such areas shall not form part of the Common Areas and/or the Limited Common Areas.
- 4.13 That the Apartment shall be treated as a single indivisible unit for all purposes. It is understood by the Purchaser that all other areas i.e. areas and facilities falling outside the Residential Project, namely “[●]” shall not form a part of the declaration to be filed with the competent authority in accordance with West Bengal Apartment Ownership Act, 1972;
- 4.14 That the Purchaser shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies) with respect to the Apartment;
- 4.15 That the Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter, the Association and/or the Property Management Agency;
- 4.16 That, wherever in this Deed it is stipulated that the Purchaser has to make any payment, in common with other Co-Buyers in the Residential Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the apartments in the Residential Project;
- 4.17 That the Purchaser has granted and shall be deemed to have granted to the Promoter, Association, the Property Management Agency and the Co-Buyers and/or Co-Occupiers of the Residential Project and all their successors-in-interest/title unfettered and perpetual easements over, under and above all Common Areas;

- 4.18 That the Purchaser agrees that the Promoter, the Association and the Property Management Agency, shall have the right of unrestricted access to all Common Areas, parking spaces and other areas of the Residential Project, for providing necessary maintenance services and/or carrying out electrical, plumbing and other works, either over-ground or under-ground, required for the Residential Project and the Purchaser agrees to permit the Promoter, the Association and the Property Management Agency, to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect;
- 4.19 That the Purchaser shall observe, perform and fulfil the covenants, stipulations, restrictions and obligations required to be performed by the Purchaser and all persons into whose hands the Apartment may come, as specified in this Deed, including but not limited to the following:
- (i) the Purchaser agrees and acknowledges that the service areas, if any, located within the Residential Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses as per the sanctioned plan and that the Purchaser shall not be permitted to use the service areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Promoter, the Association, the Township Manager or the Property Management Agency, as the case may be, for rendering maintenance services;
 - (ii) the Purchaser shall co-operate with the other Co-Buyers and Co-Occupiers of the Project, the Residential Project and/or the Aerotropolis, the Promoter, BAPL, the Association and/or the Property Management Agency, as the case may be, in the management and maintenance of the Apartment, the Building, the Project, the Residential Project and the Aerotropolis and shall abide by the directions and decisions of the Promoter, BAPL, the Association and/or the Property Management Agency, as the case may be, as may be made from time to time in the best interest of the Apartment, the Building, the Project, the Residential Project and/or the Aerotropolis;
 - (iii) the Purchaser shall abide by and observe at all times and the regulations framed by the Promoter, BAPL, Association and/or Property Management Agency, as the case may be, from time to time for peaceful use and enjoyment and maintenance and management of the said Apartment, Building, the Project, the Residential Project and/or the Aerotropolis and shall also abide by all Applicable Laws;
 - (iv) the Purchaser shall pay to the Promoter, BAPL, the Association or the Property Management Agency, as the case may be, damages and/or compensation for damage or destruction to any common fixtures and fittings, utilities and/or equipment of the Building, the Project, the Residential Project and/or the Aerotropolis, that has been caused by the negligence and/or willful act of the Purchaser and/or any occupier of the Apartment and/or family members, guests or servants of the Purchaser or such other occupiers of the Apartment or people acting on their behalf;
 - (v) the Purchaser shall, after taking possession of the Apartment, be solely responsible to maintain the Apartment at his own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any Applicable Laws or change or alter or

make additions to the Apartment and shall keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized;

- (vi) the Purchaser shall carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Purchaser and shall not do or suffer to be done anything in or to the Building or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- (vii) the Purchaser shall not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, the Residential Project, the Aerotropolis, the buildings therein or Common Areas, except in places provided specifically by the Promoter for such purpose;
- (viii) the Purchaser shall 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;
- (ix) the Purchaser shall not store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Apartment or the Building or store such goods which are objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or are likely to damage the Common Area, staircases, common passages or any other structure of the Building, including entrances of the Building and in case any damage is caused to the Building or the Apartment on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach;
- (x) the Purchaser shall also not remove any wall, including the outer and load bearing wall of the Apartment;
- (xi) the Purchaser shall not demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor make any alteration in the elevation of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter, the Association or the Property Management Agency, as the case may be;
- (xii) the Purchaser shall not do or permit to be done any act or thing which may render void or voidable any insurance of the ProjectLand or any part thereof or any structures comprised therein whereby any increased premium shall become payable in respect of the insurance;
- (xiii) the Purchaser shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Apartment in the compound or any portion of the Residential Project, the Project or the Building, other than in the area earmarked for the such purpose;

- (xiv) the Purchaser shall pay to the Promoter or the Association or the Property Management Agency, as the case may be, within 15 (fifteen) days of demand by the Promoter, security deposit demanded by the concerned local authority or government for giving supply of water, electricity or any other service connection to the Apartment or the Building;
- (xv) the Purchaser shall bear and pay increases in local taxes, water charges, meter charges, electrical charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or government and/or other public authority and/or insurance company, on account of change of user of the Apartment by the Purchaser to any purposes other than for the purpose for which it is sold;
- (xvi) the Purchaser shall sign and execute such papers and documents, and do all such acts, deeds, and things as may be necessary from time to time for safeguarding the mutual interests of the Promoter and other Co-Buyers and/or Co-Occupiers of the Project, the Residential Project and/or the Aerotropolis;
- (xvii) the Purchaser shall not have any manner of right, title or interest in respect of the infrastructure of Aerotropolis, save and except the right to use and enjoy/ receive certain common services of/from the said infrastructure of Aerotropolis, subject to the timely payment of the Township InfrastructureCharges;
- (xviii) the Purchaser shall not make any claim and/or demand for damages and/or compensation against the Promoter and/or its nominees for the reason that the Purchaser will have to bear the inconvenience, noise, sound, disturbance etc., if any, caused due to the construction of the remaining and/or additional part and portion of the Project and/or the Residential Project by the Promoter or its nominees or the Aerotropolis;
- (xix) the Purchaser shall carry out any repair or interior work or any other works in the Apartment only between reasonable hours so as not to cause any annoyance, nuisance and/or disturbance to the other Co-Buyers and/or Co-Occupiers of the Project and/or the Residential Project;
- (xx) the Purchaser shall draw the electric lines/wires, television cables, broadband data cables and telephone cables to the Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other Co-Buyers and/or Co-Occupiers of the Project or the Residential Project. The main electric meter shall be installed only at the common meter space in the Building or Project, as the case may be. The Purchaser shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Project, the Said Land or the outside walls of the tower(s), save and except in the manner indicated by the Promoter or the Property Management Agency or the Association, as the case may be;
- (xxi) if the Purchaser lets out or sells the Apartment, the Purchaser shall immediately notify the Promoter or Property Management Agency or the Association, as the case may be, of the tenant's/transferee's details, including address and telephone number;
- (xxii) the Purchaser shall not sub-divide the Apartment and/or any part or portion thereof;
- (xxiii) the Purchaser shall not close or permit the closing of verandahs or lounges or balconies or lobbies and common parts or portions;
- (xxiv) the Purchaser shall not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the Apartment;
- (xxv) the Purchaser shall not install grills which would affect or detract from the uniformity and aesthetics of the Building or the Project or the Residential Project;

- (xxvi) the Purchaser shall not build, erect or put upon the Common Areas any item of any nature whatsoever;
- (xxvii) the Purchaser shall not obstruct and/or block any pathways, driveways, passages, side-walks, lobbies and/or common areas of the Building, the Project and/or the Residential Project in any manner;
- (xxviii) the Purchaser shall not use the Apartment or permit the same to be used for any purpose save and except exclusively for residential purpose and use or permit the same to be used for any purpose which may cause or is likely to cause nuisance or annoyance or cause damage or inconvenience to any Co-Buyers and/or Co-Occupiers of the Project and/or the Residential Project;
- (xxix) the Purchaser shall not use the Apartment for any illegal or immoral purpose or for any commercial or industrial activities whatsoever;
- (xxx) the Purchaser shall not make or permit any disturbing noises in the Apartment by the Purchaser himself, his family, his invitees or servants, or do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the other Co-Buyers and/or Co-Occupiers of the Project and/or the Residential Project;
- (xxxi) the Purchaser shall not keep in the parking space, if any, anything other than cars or two-wheeler or use the said parking space for any purpose other than parking of cars or two wheelers or raise any kucha or pacca construction, grilled wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store articles therein;
- (xxxii) the Purchaser shall not park or allow its vehicle to be parked in the pathway or open spaces in the Project or the Residential Project or any part or portion thereof, save and except the parking space, allotted to the Purchaser or any other place specifically demarcated for the parking of the vehicles of visitors of Co-Buyers and Co-Occupiers of the Project or the Residential Project;
- (xxxiii) the Purchaser shall not shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the Building or the Project in any manner whatsoever;
- (xxxiv) the Purchaser shall not misuse or permit to be misused the water supply to the Apartment;
- (xxxv) the Purchaser shall not change/alter/modify the name of the Building or the Project from that mentioned in this Deed;
- (xxxvi) the Purchaser shall not use the name/mark of the Promoter in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the Apartment and if the Purchaser does so, the Purchaser shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark of the Promoter;
- (xxxvii) the Purchaser shall not carry on or cause to be carried on any obnoxious or injurious activity in or through the Apartment, the parking space, if any, and the Common Areas;
- (xxxviii) the Purchaser shall 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;
- (xxxix) the Purchaser shall not install or keep or run any generator in the Apartment and the parking space, if any;
- (xl) the Purchaser shall not smoke in public places inside the Project and/or Residential Project which is strictly prohibited and the Purchaser and his/her guests are expected not to throw empty cigarette cartons, cigarette butts and matchboxes in

- the open and dispose them off in the pre-positioned dustbins after ensuring that the fire is fully smothered/extinguished;
- (xli) the Purchaser shall not pluck flowers or stems from the gardens or plants;
 - (xlii) the Purchaser shall not throw or allow to be thrown litter on the grass planted within the Project and/or the Residential Project;
 - (xliv) the Purchaser shall not trespass or allow any person to trespass over lawns and green plants within the Project and/or the Residential Project;
 - (xlv) the Purchaser shall not overload the passenger lifts and shall move goods only through the staircase of the Building;
 - (xlvi) the Purchaser shall not use the elevators in case of fire;
 - (xlvii) the Purchaser agrees and acknowledges that the Promoter, the Association and the Property Management Agency shall be entitled to put up any neon sign, hoardings and other display materials on any part or portion of the Common Areas;
 - (xlviii) the Purchaser shall not fix or install any antenna on the roof or terrace of the Apartment or Building or fix any window antenna, save and except at the spaces specifically earmarked for such purpose by the Promoter, the Association and/or the Property Management Agency, as the case may be;
 - (xlix) the Purchaser shall remain fully responsible for any domestic help or drivers or workmen employed by the Purchaser and any pets kept by the Purchaser;
 - (l) the Purchaser shall not refuse or neglect to carry out any work directed to be executed in the Apartment after he/she/they has/have taken possession thereof, by a competent authority, or require or hold the Promoter or Property Management Agency liable for execution of such works;
 - (li) the Purchaser shall not generally do any such things that may disturb peace, harmony, beauty, decency or aesthetic quality of the surroundings of the Building, the Project and/or the Residential Project;

4.20 That the Purchaser hereby accepts, confirms and declares that the covenants of the Purchaser as contained in this Deed shall (A) run perpetually; and (B) bind the Purchaser and his/her successors-in-title or interest and that the Purchaser shall be responsible for any loss or damages arising out of breach of any of the conditions contained in this Deed; and

4.21 The Purchaser hereby acknowledges that its undivided interest in the Project Land is leasehold in nature. Accordingly, on and from the Possession Date, the Purchaser and the Association shall comply with all applicable provisions of the Lease Deeds, to the extent and as far as they are applicable to the Project Land as if they were incorporated in these presents. Further, on and from the Handover Date, the Association shall be liable for payment of charges, rates, taxes, levies, outgoings, deposits including security deposits or assessments and other charges in respect of the Project Land. Without prejudice to the generality of the aforesaid, on and from the Handover Date, the Association shall be responsible for payment of lease rental of INR 500 (Indian Rupees five hundred) per acre per year only or as modified by WBIDC in accordance with the Lease Deeds from time to time with respect to the area of the Project Land, in accordance with the Lease Deeds, within the first 3 (three) calendar months of the year for which the rent is payable. The Association

shall make payment of the lease rental directly to WBIDC. In case of delay or default in payment of lease rental, the Association alone shall be liable for consequences thereof in accordance with the provisions of the Lease Deeds. For the avoidance of doubt, it is hereby clarified that in the event where upon renewal of the Lease Deeds executed with WBIDC, the lease rental is increased, the Association shall be responsible for payment of the increased lease rental. Further, the Purchaser and the Association shall not perform any activity on the Said Land which may be in breach of any of the terms and conditions of the Lease Deeds, nor do or omit to do any act, deed or thing which may affect or prejudice or lead to determination and/or forfeiture of the Lease Deeds and/or whereby any property benefit or right of BAPL and the Promoter or any other person under BAPL is or may be prejudicially affected, impaired or put into jeopardy and shall keep BAPL and the Promoter fully indemnified in this behalf. In the event that there are any changes in the rights, obligations, liabilities, interest or title enjoyed by the Purchaser and the Association due to changes, variations and/or amendments to the Lease Deeds or the JVDA, the Purchaser and the Association shall be bound by such changes and shall not hold BAPL or the Promoter liable on account thereof.

5. FORMATION OF ASSOCIATION; MANAGEMENT AND MAINTENANCE OF THE RESIDENTIAL PROJECT

- 5.1 The Promoter shall, in accordance with Applicable Laws, call upon the respective apartment owners of the Residential Project to form an association (“**Association**”), and it shall be incumbent upon the Purchaser to join the Association as a member and for this purpose the Purchaser shall also from time to time, sign and execute the application for registration and/or membership and the other papers and documents necessary for the same. The Purchaser shall comply with and/or adhere to all the Applicable Laws and all the rules, regulations, guidelines, etc. formulated from time to time by the Association. The Purchaser shall pay the necessary subscription and/or membership amounts, together with the proportionate costs and expenses for *inter alia* formation of the Association, transfer of the Common Areas to the Association, including but not limited to stamp duty and registration costs, if any. The Purchaser hereby authorizes the Promoter to take all necessary steps in this connection on his/her/their behalf, and if so required by the Promoter, the Purchaser shall grant a specific power of attorney in favour of the Promoter or its nominee, in this regard. Further the Purchaser shall comply with and/or adhere to all the Applicable Laws and all the rules, regulations, guidelines, etc. formulated from time to time by the Association. It is expressly made clear that the membership of the Purchaser to the Association shall cease upon the Purchaser transferring the Apartment in favour of a third party or upon cancellation or termination of this Deed for any reason whatsoever. It shall be incumbent upon the Purchaser, in common with the other purchasers of Units in the Residential Project to take over the affairs of the Association, and through such Association to take over maintenance of the Residential Project, and the Purchaser, jointly with the other purchasers of Units in the Residential Project, shall indemnify the Promoter in this respect. It is hereby clarified that in case of any delay in the formation of the Association for any reason whatsoever, the Purchaser shall continue to be liable to pay the Maintenance Charges and Expenses and the Outgoings as specified in this Deed to the Promoter or the Property Management Agency, as the case may be.
- 5.2 Each Unit in the Residential Project shall represent 1 (one) share, irrespective of the number of persons owning such Unit and irrespective of the same person owning more than 1 (one) Unit. Further, in the event a Unit is owned by more than 1 (one) person, then the person

whose name first appears in the nomenclature of this Deed as the Purchaser shall only be entitled to become a member of the Association. In the event that the Purchaser is a minor, the local guardian of such minor shall become a member of the Association. A tenant or licensee of the Purchaser shall not be entitled to become a member of the Association.

- 5.3 Upon formation of the Association, the Promoter shall handover the Common Areas, together with the relevant documents and plans pertaining thereto, to the Association within such time period and in such manner as prescribed under Applicable Laws (hereinafter referred to as the "**Handover Date**"). On and from the Handover Date, the Association shall *inter alia* become liable and responsible for the compliance, subsistence and renewal of all licenses, insurances, annual maintenance contracts and other contracts, guarantees, warranties, obligations etc. to various authorities under Applicable Laws, as may from time to time have been procured/ obtained/ entered into by the Promoter and the Association shall take the responsibility for proper safety and maintenance of the Residential Project and of upkeep of all fixtures, equipment and machinery provided by the Promoter, and save as otherwise provided herein, the Promoter shall immediately stand discharged of any liability and/or responsibility in respect thereof, and the Purchaser and the Association shall keep each of the Promoter and the Property Management Agency fully safe, harmless and indemnified in respect thereof.
- 5.4 The Purchaser acknowledges that as of the day of this Deed, the non-interest bearing security deposit of INR [●] (Indian Rupees [●]) which was deposited with the Promoter by the Purchaser has been pooled into a corpus deposit ("**Corpus Deposit**"). The Purchaser further acknowledges that the Promoter shall be entitled to adjust/ deduct from such Corpus Deposit, all amounts remaining due and payable by the Purchaser and the several Co-Buyers of the Residential Project to the Promoter, together with interest thereon. Further, it is hereby agreed that the Promoter shall not be held liable, in any manner whatsoever, for any shortfall in the Corpus Deposit due to the above adjustments.
- 5.5 In case of failure of the Purchaser to pay the Maintenance Charges and Expenses or any interest accrued thereon, on or before the due date, the Purchaser authorises the Promoter, the Property Management Agency or the Association, as the case may be, to adjust such outstanding amounts from the Corpus Deposit. The Purchaser hereby agrees and undertakes to bear all taxes that may be levied on the Promoter or the Association, as the case may be, on account of making such adjustments.
- 5.6 On any adjustments being made from the Corpus Deposit under this Clause 5, the Purchaser hereby undertakes to make good the resultant shortfall in the Corpus Deposit within 15 (fifteen) days of a demand made by the Property Management Agency or the Association with respect thereto.
- 5.7 The management, maintenance and administration of all infrastructure of Aerotropolis shall at all times be monitored and supervised by BAPL or GCITA or a township management company set up or appointed by the BAPL/GCITA ("**Township Manager**").
- 5.8 The Purchaser hereby confirms and undertakes that the maintenance, management, upkeep and administration of the Common Areas and the collection of the maintenance, management charges, etc. including Maintenance Charges and Expenses from the several owners/occupiers of the Units comprised in the Residential Project, shall be carried out by a professionally qualified property management agency ("**Property Management Agency**")

nominated by the Promoter. The Purchaser, if so directed by the Promoter, hereby agrees to execute a tripartite agreement with the Property Management Agency and the Association in this regard.

- 5.9 The Property Management Agency shall be accountable for the management, maintenance and upkeep of the Residential Project to the Association.
- 5.10 The Purchaser acknowledges that he/she shall be bound by the rules and regulations which may be framed in relation to maintenance and management of the Building, the Project, the Residential Project by the Promoter, the Property Management Agency or the Association, as the case may be, and in any event, by way of negative covenants, agrees not to act contrary to such rules and regulations which may be framed by and/or be made applicable to all the apartment owners or occupiers of the Building, the Project and/or the Residential Project.
- 5.11 The Purchaser expressly agrees and acknowledges that it is obligatory on the part of the Purchaser to regularly and punctually make payment of the proportionate share of the Maintenance Charges and Expenses and further acknowledges that non-payment of the same is likely to affect the maintenance and rendition of the common services, thus affecting the right of the Co-Buyers and/or Co-Occupiers in the Residential Project and the Aerotropolis.
- 5.12 Further, the Purchaser agrees and undertakes to pay all necessary deposits/charges to the Promoter or the Property Management Agency or the Association, as the case may be, including the interest free security deposit(s) payable to the concerned statutory bodies/authorities or other entities, each as may be determined by the Promoter or the Property Management Agency or the Association, as the case may be, each within such timelines as may be prescribed by the Promoter or the Property Management Agency or the Association, as the case may be.
- 5.13 Without prejudice to the rights available under this Deed, in the event that any amount payable to the Promoter, BAPL, Association, Property Management Agency or the Township Manager is not paid within 15 (fifteen) days from the date of the notice, the Promoter, Association, Property Management Agency or the Township Manager, as the case may be, shall also be entitled to take such further steps as it may reasonably determine for recovery of the said amounts, including but not limited to withholding of services on account of such non-payment.

6. **CLUB**

- 6.1 The Purchaser shall be entitled to use the community facility comprising of multi-purpose hall, gymnasium, swimming pool, guest rooms, indoor games etc. within the Residential Project ("**Club**") along with the other Co-Buyers and/or Co-Occupiers of the Residential Project. The maintenance and operational costs/charges of the Club shall form part of the Maintenance Charges and Expenses.
- 6.2 It is expressly made clear that the membership of the Purchaser to the Club shall cease upon the Purchaser transferring the Apartment in favour of a third party. It is hereby clarified that the Club membership is not transferable and can only be used by the Purchaser and his/her immediate family members in accordance with the rules and regulations of the Club. Nothing contained in this Deed shall be deemed to confer any right on a subsequent

transferee, tenant, lessee or licensee of the Apartment to be entitled to use the facilities of the Club on the basis of being in possession of the Apartment alone.

- 6.3 The rights and obligations of the Purchaser as a member of the Club and the detailed terms and conditions of membership and rules and regulations governing use of the Club facilities will be formulated by the Promoter or the Property Management Agency, as the case may be in due course and circulated to members before the Club is made operational. The Purchaser agrees, undertakes and covenants to abide by such rules and make payment of all periodic subscriptions and other expenses relating thereto.
- 6.4 On failure of the Purchaser to regularly pay the charges, subscription, etc. in respect of the Club, the Promoter or the Association or the Property Management Agency, as the case may be, shall be entitled to restrict the Purchaser's entry to the Club and withdraw all the privileges of the Club to the Purchaser, and the Purchaser hereby gives his/her/their unfettered consent to the same.

7. **DEFECT LIABILITY**

- 7.1 It is agreed that in case of any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Deed relating to the Project, being brought to the notice of the Promoter within a period of 5 (five) years from the date of the completion certificate/partial completion certificate of the Project, it shall be the duty of the Promoter to rectify such defects in the manner specified under the Applicable Law.
- 7.2 Notwithstanding anything stated in Clause 7.1 hereinabove, the Promoter shall not be liable for defects pertaining to the following: (i) equipment (including but not limited to, lifts, generators, motors, pumps, transformers and gym equipment) which carry manufacturer's guarantees for a limited period; (ii) fittings relating to plumbing, sanitary, electrical, hardware, etc. having natural wear and tear; (iii) allowable structural and other deformations including expansion quotient; and (iv) normal wear and tear, accidents or misuse. The Promoter's defect liability obligations shall also be subject to the Purchaser continuing and ensuring that the Association shall continue with all annual maintenance contracts for equipment/material installed/used within the Residential Project. The Purchaser also acknowledges that non-structural cracks may appear in the external and internal walls of the Building on account of variations in temperature or due to occurrence of events of force majeure, which shall not be covered under the defect liability obligations of the Promoter. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Purchaser, it shall be necessary for the Parties to refer the same to an independent expert, who shall be a third party appointed by the Promoter at the cost and expense of the Purchaser, and who shall survey and assess such alleged defect and submit a report in this regard. Provided that, the Promoter shall not be liable for any defect or deficiency occasioned on account of any act or omission on the part of the Purchaser or any authority or third party over whom the Promoter has no control or any defect or deficiency which is not attributable to the Promoter. Provided further that, the 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 a structural defect.
- 7.3 It is expressly agreed and understood that in case the Purchaser, without first notifying the Promoter or without giving to the Promoter the opportunity to inspect assess and determine

the nature of such defect (which inspection the Promoter shall be required to complete within 30 (thirty) days of receipt of the notice from the Purchaser), alters the state and condition of such defect, then the Promoter shall be relieved of its obligations contained in Clause 7.1 and the Purchaser shall not be entitled to any cost or compensation in respect thereof.

8. SEVERABILITY

8.1 If any provision of this Deed is determined to be invalid or unenforceable, the remaining provisions of this Deed shall nevertheless remain in place, effective and enforceable by and against the Parties hereto and the invalid, illegal or unenforceable provision shall be deemed to be superseded and replaced by a valid, legal and enforceable provision which the Parties mutually agree to serve the desired economic and legal purpose of the original provision as closely as possible.

9. DISPUTES AND JURISDICTION

9.1 The courts at Kolkata shall have exclusive jurisdiction for all disputes arising hereunder.

10. ENTIRE AGREEMENT

10.1 This Deed, together with its Schedules and Annexures, shall constitute the entire agreement between the Parties with respect to the sale of the Apartment, and supersede all other negotiations or agreements, written or oral, concerning the subject matter hereof and thereof.

SCHEDULES & ANNEXURES

<u>SNO</u>	<u>SCHEDULE</u>	<u>DETAILS</u>
<u>1</u>	<u>SCHEDULE A</u>	<u>APARTMENT</u>
<u>2</u>	<u>SCHEDULE B</u>	<u>FLOOR PLAN</u>
<u>3</u>	<u>SCHEDULE C</u>	LIMITED COMMON AREAS
<u>4</u>	<u>ANNEXURE I</u>	PROJECT LAND
<u>5</u>	<u>ANNEXURE II</u>	SAID LAND

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

Executed and Delivered on behalf of the Promoter at Kolkata:



Executed and Delivered by the Purchaser(s) at Kolkata

All in the presence of:

1.

2.

MEMO OF CONSIDERATION

Received Rupees _____ (Rupees _____) towards the total consideration for the sale of the Apartment as per the terms of this Deed.


Promoter