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THIS DEED OF CONVEYANCE executed on this day of,
..... (“Deed”)

By and Amongst

M/s. Oswal Properties Private Limited, having **CIN U70109WB2011PTC159557**, a Company incorporated under the Companies Act, 1956 having its **PAN AABCO4377L** and having its registered office at 159, Rabindra Sarani, Room No. 2C, “ONKAR MANSION”, Police Station- Burrabazar, Kolkata- 700007 and represented by its authorized director namely **Mr. Saurav Bafna**, having **PAN Number AMVPB0829K**, **Aadhar Number 994201941356** and **Mobile Number 9830709990**, son of Late Sohan Lal Bafna, by faith-Hindu, by occupation-Business, by nationality- Indian and residing at P-57, C.I.T. Road, Scheme VI M, P.O. Kankurgachi, Police Station- Phool Bagan, Kolkata-700054, duly authorized *vide* board resolution dated [•] and hereinafter referred to as the “**Promoter**”

(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest , and permitted assigns) being party of the **FIRST PART**.

AND

Abas Nibas Private Limited (formerly known as Shelter Concrete Private Limited), a company incorporated under the Companies Act, 1956, having CIN U45400WB2009PTC132688, and having its registered office at AA-55 Sector -1, Salt Lake City, Kolkata 700 064, P.S. North Bidhan Nagar, P.O. Bidhan Nagar, S.O., District-North 24 Parganas and having Income Tax PAN No. AAFCM9777J, duly represented by its authorized signatory, Mr. Saurav Bafna, son of Late Sohanlal Bafna, residing at P 57, CIT Road, Kankurgachi Scheme VIM, Kolkata 700 054, P.S. Phoolbagan, P.O. Manicktalla, District- Kolkata and having Income Tax PAN No. AMVPB0829K, Mobile No. 9830356000 (hereinafter referred to as the **“Owner”**, (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest , and permitted assigns) being party of the **SECOND PART**.

AND

Mr. / Ms. [●], son /daughter of [●], having PAN [●], Aadhar no. [●], Contact No [●], residing at [●], Post Office – [●], Police Station – [●], (hereinafter called the **“Allottee”**, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

The Promoter, the Owner and the Allottee(s) are hereinafter individually referred to as **“Party”** and collectively as **“Parties”**

1. Definitions

For the purpose of this Agreement, unless the context otherwise requires: -

- a. **“Act”** shall mean the Real Estate (Regulation and Development) Act 2016 (16 of 2016) as amended from time to time;
- b. **"Agreement for Sale"** shall mean the agreement for sale dated [●] executed by the Allottee in respect of the Unit and shall include all attached annexures, Schedules and instruments supplemental to or amending, modifying or confirming the agreement in accordance with the terms thereof;
- c. **“Apartment”** shall have the meaning ascribed to it in Recital ;
- d. **“Applicable Laws/Law”** shall mean all applicable statutes, enactments, laws, ordinances, treaties, conventions, protocols, bye-laws, rules, regulations, guidelines, notifications, notices, and/or judgments, decrees, injunctions, writs or orders of any court, statutory or regulatory authority, tribunal, board or stock exchange in any jurisdiction as may be in force and effect during the subsistence of this Agreement, as may be applicable to each of the Parties;

- e. **“Appropriate Government”** shall mean the Government of West Bengal;
- f. **“Architect”** shall mean an architect registered under the provisions of the Architects Act, 1972 appointed by the Promoter for the Project;
- g. **“Association of Allottees”** shall mean the association of allottees to be formed by the owners of the units comprised in the Project under the provisions of the West Bengal Apartment Ownership Act, 1972, as amended from time to time;
- h. **“Authority” /“Competent Authority”** shall mean the local authority or any authority created or established under any law for time being in force which exercises authority over the Project Area for the time being in force which exercises authority over the Project Area under its jurisdiction, and has permission for development of such immovable property;
- i. **“Building”** shall mean any structure or erection or part of a structure or erection which is intended to be used for residential purposes within the Project;
- j. **“CAM Charges”** shall mean the charges to be paid by the Allottees to the Promoter or maintenance agency appointed by the Promoter or Association of Allottees for maintenance of the Common Areas, including mechanical car parking areas. For the avoidance of doubt it is clarified that CAM Charges shall include operational expenses of the Association of Allottee, all charges, deposits for supply, operation and maintenance of common utilities, charges for the electricity consumed for operation of the common machinery and equipment, any litigation expense, including legal fees incurred for common purposes and for common use and enjoyment of the Common Areas, all expenses incurred for running and operating all machinery, equipments and installations comprised in the Common Areas, all rates and Taxes save those which are separately assessed on the Allottees, salaries and expenses of the staff to be employed for maintaining and managing the Common Area, Building and/or the Said Land including their perquisites, bonus and other emoluments and benefits;
- k. **“Carpet Area”** shall mean the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment;
- l. **“Car Parking”** means covered parking space, mechanical car parking space any other area in the Project designated and sanctioned by the Competent Authority for the purposes of car parking, as the case may be, whether open or otherwise, in the basement or in the ground floor, whether multi level or podium or otherwise and which has been allotted/reserved for the exclusive use of the Allottee in terms of the Agreement. The Car Parking allotted to any Allottee shall be regarded as Limited Common Area available for the exclusive and perpetual use and enjoyment by the individual Allottee as decided by the Promoter and such Parking Space shall constitute a single indivisible unit along with the Apartment for all purpose;
- m. **“Clause”** shall mean a Clause in this Agreement;
- n. **“Common Areas”** shall have the meaning ascribed to it in Schedule 4;
- o. **“Common Amenities and Facilities”** shall mean the amenities and facilities detailed in Schedule 5;
- p. **“Common Expenses”** shall mean the expenses detailed in Schedule 6;
- q. **“Completion Certificate”** shall mean the completion certificate or such other certificate by whatever name called, issued by the Competent Authority certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the Competent Authority under the local laws;
- r. **“Development Agreement”** shall have the meaning ascribed to it in Recital E;

- s. **“Encumbrances”** shall mean (i) encumbrance by way of any mortgage, pledge, charge (whether fixed or floating), security interest, lien, beneficial ownership held by a third party, conferring any priority of payment in respect of any obligation of any Person, prior assignment, hypothecation, right of other Persons, claim, title defect, commitment, restriction or limitation or other adverse claim of any nature whatsoever, including any attachments or prohibitory order by any Governmental Authority, in respect of such property or asset, including restriction on use, receipt of income or exercise of any other attribute of ownership including without limitation any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under Applicable Law; (ii) power of attorney, or any arrangement, interest, option, right of first offer, right of first refusal, right of pre-emption or transfer restriction in favour of any Person; (iii) any adverse claim as to title, possession or use;
- t. **“Force Majeure”** shall include:-
- i. War, flood, drought, fire, cyclone, earthquake or any other calamity by nature affecting the regular development of the said Project and/ or
 - ii. Any event notified by any Government Authority as Force Majeure Event.
- u. **“Garage”** shall have the meaning ascribed to it in RERA;
- v. **“Government Authority”** shall mean any ministry, department, offices of both the Union Government of India as well as the Appropriate Government, any court, tribunal, quasi judicial body.
- w. **“Land Share”** means the undivided, impartible, proportionate and variable share in the land underneath the Building, attributable and appurtenant to the Apartment. The Land Share has been derived by taking into consideration
- x. **“Limited Common Area”** shall mean and include the sanctioned Car Parking, some part of the terraces and such other areas, if any, from and out of the Common Areas which are allotted to any specific Allottee(s) for its exclusive use and enjoyment and appertains to its Apartment(s) exclusively.
- y. **“Maintenance Agency”** means the maintenance agency appointed by the Promoter/Association of Allottees for the upkeep and maintenance of the Project.
- z. **“Person”** shall mean any individual, entity, joint venture, company (including a limited liability company), corporation, body corporate, partnership (whether limited or unlimited), proprietorship, trust (including its trustee or beneficiaries), society, or other enterprise (whether incorporated or not), Hindu undivided family, union, association of Persons, government, state or agency of a state or any association government Authority and any other entity or organisation that may be treated as a Person under Applicable Law;
- aa. **“Plan”** shall have the meaning ascribed to it in Recital H;
- bb. **“Project”** means a mixed use project comprising residential apartments developed over the Project Area ;
- cc. **“Project Area”** shall have the meaning ascribed to it in Recital G.
- dd. **“Promoter”** shall mean Oswal Residential Buildings LLP;
- ee. **“Rules”** shall mean the West Bengal Real Estate (Regulation and Development) Rules, 2021;
- ff. **“Regulations”** shall mean the regulations made under the Real Estate (Regulation and Development) Act, 2016;
- gg. **“Said Land”** shall have the meaning ascribed to it in Recital A;
- hh. **“Tax(es)”** shall mean and include all forms of direct and indirect taxation and statutory and governmental, state, central, provincial, local governmental or municipal charges, fees, duties, contributions and levies or other assessments, withholdings and deductions,

including income, gross receipts, excise, severance, occupation, premium, windfall profits, environmental, customs, duties, capital stock, franchise, profits, withholding, property, goods and services, transfer, registration, alternative or add on minimum, estimated, or other tax of any kind or any charge of any kind in the nature of or similar to taxes whatsoever and whenever imposed and all related penalties, charges, costs and interest in India or elsewhere;

ii. “Unit” shall have the meaning ascribed to it Recital I.

2. Interpretation

In this Agreement, unless the context otherwise requires: -

- a. references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
- b. the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- c. the words "include" and "including" are to be construed, without limitation and shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases;
- d. any reference to a day shall mean a reference to a calendar day;
- e. any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;
- f. references to any date or period shall mean and include such date, period as may be extended pursuant to this Agreement;
- g. any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a working day, then the period shall run until the end of the next working day;
- h. the words importing singular shall include plural and vice versa;
- i. references to any gender shall include the other and the neutral gender;
- j. any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
- k. any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorised representative of such Party or, as the case may be, in this behalf and not otherwise;
- l. the Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
- m. references to Recitals, Articles, Clauses, Sub-clauses or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses and Schedules of or to this Agreement and references to a Paragraph shall, subject to any contrary indication, be construed as a reference to a Paragraph of this Agreement or of the Schedule in which such reference appears; and

- n. Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes of this Agreement, the General Clauses Act 1897 shall not apply.
- A. The Owner is well and sufficiently entitled, as an absolute owner, to the piece and parcel of land admeasuring an area of 270 cottahs lying and situated at 1 Rustomjee Parsee Road, P.S. Cossipore, Kolkata 700002, as detailed in Part 1 of Schedule 1 hereto (**“Said Land”**).
- B. The details of devolution of the Total Land to the Owner is more particularly mentioned in Schedule-2 hereto.
- C. The Owner had originally approached **ANTRIX HOUSING LLP**, a limited liability partnership incorporated in accordance with the Limited Liability Partnership Act, 2008, having LLP Identification No. AAC-5004 and its registered office at 225C A.J.C. Bose Road, 4th Floor, Kolkata 700 020, P.S. Ballygunge, P.O. A.J.C. Bose Road, S.O., District-Kolkata and having Income Tax PAN No. ABAFA4372Q (**“Old Developer”**) for the purposes of developing the Said Land. Pursuant thereto, the Owner had entered into a registered development agreement dated August 16, 2014, being deed no. 10610 for the year 2014, recorded in Book No. I, CD Volume No. 51, in pages 4298 to 4342, and registered in the office of the Additional Registrar of Assurances – II for the development of the Total Land.
- D. A power of attorney for development of the Total Land dated August 16, 2014 was also accorded to the Old Developer and duly registered in Book No. I, CD Volume No. 51, in pages 4298 to 4342, and registered in the office of the Additional Registrar of Assurances – II (**“First Power of Attorney”**).
- E. Subsequently, it was agreed that the Promoter, instead of the Old Developer shall develop the Total Land. Accordingly, an agreement dated August 28, 2019 was executed between the Promoter, Owner and the Old Developer being registered in ARA-I Kolkata on September 18, 2019 in Book Number 1, C.D. Volume Number 1901-2019, in pages 263923 to 263969 being number 190105480 for the year 2019 pursuant to which the development rights granted to the Old Developer and the First Power of Attorney was terminated and the Promoter was granted development rights over the Total Land (**“Development Agreement”**) for the purpose of developing the Project (*as defined herein after*).
- F. A Power of Attorney for exercising development rights over the Total Land was accorded to the Promoter by the Owner being registered in ARA-I Kolkata on September 18, 2019 in Book Number 1, C.D. Volume Number 1901-2019, in pages 263923 to 263969 being number 190105480 for the year 2019.
- G. As per the permission received from the competent port trust authority and mutation certificate obtained from the Kolkata Municipal Corporation, the Promoter shall develop 246 (two hundred and forty six) cottahs of land (**“Project Area”**) comprised in the Total Land and as morefully described in Part 2 of Schedule 1 and delineated in the map annexed hereto.
- H. The Promoter thereafter caused a plan to be sanctioned by the Kolkata Municipal

Corporation (KMC), being B.S. No. [•] dated [•] (“**said Plan**”), for construction of the Project on the Project Area. In pursuance of the Said Plan, the Promoter has completed the Project in accordance with the plan sanctioned by the KMC.

- I. The Allottee had entered into an Agreement for Sale for purchase of the Apartment along with an undivided, pro rata share in the Common Areas and also together with Land Share at or for the consideration and on the terms and conditions, morefully therein contained. The Apartment, Car Parking along with an undivided, pro rata share in the Common Areas, the Land Share are hereinafter collectively referred as “**Unit**” which has been more fully described in Schedule-3.
- J. The Promoter has since caused to be completed construction of the Apartment in accordance with the said Plan(s) and has obtained partial completion certificate/ Completion Certificate No. from the [•] being Partial CC No. [•] dated [•]/Completion Certificate No. [•] dated [•] and the Promoter has measured the final Carpet Area of the Apartment and confirmed the same to the Allottee.
- K. The Promoter by letter dated [•] has called upon the Allottee to take lawful, vacant, peaceful physical possession of the Apartment and pursuant thereto the Allottee on [•] has taken such possession of the Apartment to the Allottee’s full satisfaction.
- L. Before taking possession of the Apartment, the Allottee has:
 - (a) seen and examined the lay out plan, specifications, amenities, facilities, fittings and fixtures provided in the Apartment, the Project and accepted the floor plan and the specifications, amenities and facilities which had been approved by the Competent Authority, as also the manner of construction thereof and have fully satisfied himself with regard thereto and has agreed not to make any claim or demand whatsoever against the Promoter concerning the same;
 - (b) been fully satisfied about the title of the Owners to the Said Land, the documents relating to the title of the Said Land, the rights of the Owners and the Promoter, the said Plan of the Project, the quality of the materials used in the Apartment, the workmanship and measurement of the Apartment, the Carpet Area whereof has been confirmed to the Allottee and the Allottee has agreed not to raise any requisition about the same;
 - (c) The terms, conditions, restrictions and obligations contained in the Agreement for Sale and these presents to be complied with and/or observed and performed by the Allottee during his period of ownership of the Apartment 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 right, if any, to do so.
- M. Now at the request of the Allottee, the Owners and the Promoter have in terms of the said Agreement for Sale agreed to execute and register these presents in favour of the Allottee in the manner as hereinafter contained.

NOW THIS INDENTURE WITNESSETH in the premises aforesaid and in consideration of the sum of Rs. [•] /- (Rupees [•] only) (“**Consideration**”) paid by the Allottee to the Promoter, at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt and memo of consideration hereunder

written, admit and acknowledge and of and from the payment of the same and every part thereof doth hereby acquit release and forever discharge the Allottee and the Unit being hereby conveyed), the Owner and the Promoter do and each of them doth hereby grant convey sell, transfer, release, assign and assure unto and in favour of the Allottee **ALL THAT** the Apartment, and the Car Parking, if any, more particularly mentioned and described in the **Schedule-3** hereunder written, **TOGETHER WITH** the Land Share and the right to use and enjoy the Common Areas, Common Amenities and Facilities in common with the other allottees in the Project (“**Project Allottees**”) **AND** all the estate right, title, interest, property, claim and demand whatsoever of the Owner and/or the Promoter into or upon the Apartment **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the Apartment **TO HAVE AND TO HOLD** the Apartment and every part thereof unto and to the use of the Allottee absolutely and forever **SUBJECT NEVERTHELESS TO** the Allottee’s covenants and agreements hereunder contained and on the part of the Allottee to be observed fulfilled and performed (including the restrictions terms conditions covenants and obligations set forth in this Deed and agreed to be paid, performed, observed and fulfilled by the Allottee during the period of his ownership of the Apartment) **AND ALSO SUBJECT** to the Allottee paying and discharging all municipal and other rates taxes and impositions on the Apartment wholly, and the Common Expenses, as more fully and particularly mentioned and described in Schedule-6 hereunder written proportionately, and all other outgoings in connection with the Apartment wholly and in particular the Common Areas, Common Amenities and Facilities proportionately.

THE OWNER AND THE PROMOTER DOTH HEREBY COVENANTS WITH THE ALLOTTEE as follows:-

1. The right, title and interest which the Owner and the Promoter doth hereby profess to transfer subsists and that the Owner and the Promoter have good right, full power and absolute authority to grant, sell, convey, transfer, assign and assure unto and to the use of the Allottee, the Apartment in the manner aforesaid.
2. It shall be lawful for the Allottee, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained, to hold use and enjoy the Apartment and every part thereof and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Owner or the Promoter or any person or persons claiming through under or in trust for them or any of them and freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever save only those as are expressly mentioned herein.
3. The Allottee shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates, charges, encumbrances liens, attachments, or trust or claims and demands whatsoever created occasioned or made by the Promoter/Owner or any person or persons lawfully or equitably claiming as aforesaid.

THE ALLOTTEE DOTH HEREBY COVENANT WITH THE OWNERS AND THE PROMOTER as follows:-

1. The Allottee has examined and fully satisfied himself about all the permissions and licenses , including those relating to occupation of the said Building, installation, maintenance and user of lift, tube-well, generator and other utilities and facilities and fire safety under the West Bengal Fire Service Act, 1950 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. issued by the concerned authorities, applicable to the Project.
2. The Allottee has examined and is satisfied with the lay out plan, specifications, amenities, facilities, fittings and fixtures provided in the Apartment, the Project and accepted the floor plan and the specifications, amenities and facilities which had been approved by the Competent Authority, as also the manner of construction thereof and has fully satisfied himself with regard thereto and agrees not to make any claim whatsoever.
3. The Allottee is also fully satisfied about the title of the Owner to the Said Land, the documents relating to the title of the Said Land, the right of the Promoter, the said Plan, the quality of the materials used in the Apartment, the workmanship and measurement of the Apartment, the Carpet Area whereof has been confirmed to the Allottee and the Allottee agrees not to raise any requisition about the same.
4. The Allottee further agrees that after taking over possession of Apartment, the Promoter shall not be liable to rectify any defect occurring under the following circumstances detailed in Schedule-8 and agrees not to raise any claims whatsoever in this regard.
5. On and from the date of this Deed, the Allottee binds himself to regularly and punctually pay the following amounts and outgoings:
 - i. Municipal and/or other rates and taxes, surcharge and water tax, if any and as assessed on the Said Unit, directly to the Competent Authority provided that so long as the Apartment is not separately assessed for the purpose of such rates and taxes, the Allottee shall pay to the Promoter or Association of Allottees upon its formation, the proportionate share of all such rates and taxes assessed on the Project.
 - ii. All other impositions, levies, cess, taxes and outgoings (including Multistoreyed Building Tax, Urban Land Tax, betterment fees, development charges, Goods and Services Tax, etc.) whether existing or as may be imposed, increased or enhanced or levied at any time in future on the Apartment or on the Project by any Government or Statutory Authority or Authorities, wholly in case the same relates to the Said Apartment and proportionately in case the same relates to the Project, as the case may be.
 - iii. Electricity charges for electricity consumed in or relating to the Apartment directly to the electricity supplying body or the Promoter/Association of Allottees on its formation, as the case may be.
 - iv. Maintenance charges and proportionate share of all Common Expenses (excluding any contribution towards major repairs, renovation, etc. in or for the said Building/Project, as may be required at any time in future) as shall be

apportioned to the Apartment and demanded from time to time by the Promoter /Maintenance Agency or, upon its formation, the Association of Allottees, as the case may be. The said maintenance charges and the proportionate share of all Common Expenses shall however be subject to revision from time to time as be deemed fit and proper by the Promoter or the Maintenance Agency or the Association of Allottees upon its formation, after taking into account the common services provided at the Project.

6. The apportionment of the liability of the Allottee in respect of any item of expenses, tax, duty, levy or outgoings payable by the Allottee in respect of the Apartment shall be done by the Promoter and the Association of Allottees upon its formation and the same shall be final and binding on the Allottee and the Allottee shall not be entitled to raise any dispute or objection of any nature whatsoever nor shall the Allottee be entitled to hold the Promoter or its nominee responsible to furnish any accounts, vouchers, bills, documents etc. or render explanation of expenses incurred by it in any manner.
7. The Allottee(s) shall permit and shall be deemed to have granted a license to the Promoter and its surveyors and agents with or without workmen and others, including the Maintenance Agency at all reasonable times to enter into and upon the said Unit or any part thereof to view and examine the state and conditions thereof and to make good all defects, decays and repairs in this behalf and also for repairing of any part of the Building. This shall be also for the purpose of repairing, maintaining, rebuilding, cleaning, structural strengthening, lighting and keeping in order all services, drains, pipes, cables, water courses, gutters, wires, parts, structures of other convenience in the Project and also for the purpose of laying, maintaining, repairing and restoring drainage and water pipes and electric wires and cables and for similar purposes. In case the Allottee(s) has/have failed to effect repairs despite dispatch of notice of one week and Promoter is constrained to effect repairs at its cost, in that event such cost shall be recovered from the Allottee(s). However, in case of exigency situations like fire, short circuits, leakages on the floor above or below etc. the Allottee(s) authorize/s the Promoter and / or Maintenance Agency to break open the doors/windows of the Apartment and enter into the Apartment to prevent any further damage to the other flats/apartments and Project. In such a case, the Promoter and / or Maintenance Agency shall not be liable for any theft or loss or inconvenience caused to the Allottee(s) on account of entry to the Apartment as aforesaid.
8. From the date of execution hereof and till the continuance of its ownership of the Said Apartment/Unit, the Allottee shall:-
 - i. use the Apartment only for the purpose of private dwelling or residence of respectable persons in a decent and respectable manner and for lawful purposes;
 - ii. use the Car Parking, if any, if expressly allotted to the Allottee hereunder, only for the purpose of parking of his own medium sized motor vehicles and/or two-wheeler vehicles, as the case may be;
 - iii. not use the roof of the Building/s for hanging or drying of clothes, bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other allottees of the Project;
 - iv. use the Common Areas, Common Amenities and Facilities in common with the allottees and also to keep the same in a clean and orderly manner free from obstructions and encroachments and not store or allow anyone else to store any

goods articles or things in the staircase, lobby, landings, pathways, passages or in any other common areas of the Project.

9. The Allottee shall not do or permit to be done any act or thing which is likely to cause nuisance, annoyance or danger to the other allottees.
10. The Allottee shall abide by, observe and perform all rules, regulations and restrictions from time to time made in force by the Promoter or the Association of Allottees including the covenants contained in the Agreement for Sale and more particularly the covenants contained in Schedule-G to the Agreement for Sale and in these presents or those imposed by the appropriate authorities for the use and management of the Project and every part thereof and in particular the Common Areas, Common Amenities and Facilities.
11. The Allottee further agrees and covenants with the Owner and the Promoter that the Allottee shall at all times hereafter allow and permit unhindered access and use of the Common Areas, Common Amenities and Facilities to the Allottee. The Promoter and the Owners accordingly agree and covenant with the Allottee that the Allottee shall likewise be entitled to the unhindered access and use of the Project Common Areas, Common Amenities and Facilities. The terms of access and use of the Project Common Areas, Common Amenities and Facilities may be finalized by the Promoter and/or the Association of Allottees upon its formation. In case at any time if the Land Share of the Allottee is to be conveyed and transferred to the Association of Allottees in compliance of the Act or the Rules or Regulations or any other Applicable Law including the West Bengal Apartment Ownership Act,1972, then the Allottee agrees to co-operate with the Owners and the Promoter without any demand or delay to have the Land Share transferred to the Association of Allottees by attending the execution and registration of the deeds of transfer made in favour of the Association of Allottees and bearing the proportionate cost of such transfer, as may be assessed by the Promoter. In case the Allottee refuses to or delays in getting such transfer done within the time required by the Promoter or the Act or Rules or Regulations or any Applicable Law from time to time including the West Bengal Apartment Ownership Act, 1972, then the Promoter shall as the constituted attorney of the Allottee be entitled to execute such deeds of transfer and present the same for registration before the Competent Authority and also do all such acts and deeds, as are consequent and/or incidental thereto.
12. The Allottee shall have no objection to the Promoter
 - i. carrying out any outstanding construction within the said Project;
 - ii. erecting temporary separation wall and fencing, construction access, concrete batching plant, temporary workers quarters, and working area, etc on the Said Land, which may cause some inconvenience due to noise, dust, lighting and extended working hours.
13. The Allottee shall not claim any damages due to any on site operations for completion of the said Project in whatsoever manner.
14. The Allottee shall not do any act, deed, matter or thing whereby the development and completion of the said Project or uncompleted blocks and apartments is in any manner whatsoever, hindered, obstructed or impaired with.

15. The Allottee shall not do any work which would jeopardize the soundness or safety of the said Project, reduce the value thereof or impair any easement nor shall the Allottee add any material structure or excavate any additional basement or cellar or encroach upon any part of the common and open space including the Common Areas and facilities.
16. The Allottee shall not seek partition or division or separate possession in respect of the Apartment under any circumstances.
17. The Allottee hereby irrevocably and unconditionally consents that the Promoter shall be entitled to all future vertical and horizontal exploitation of the Buildings and/or the said Land by way of additional/further construction in the said Land including by raising of any additional floor/storey/construction over the roofs of the Buildings and shall at its absolute discretion be entitled to make from time to time additions or alterations to or in the Buildings and/or the Common Areas and shall be entitled to deal with and dispose of all of the above in any manner whatsoever and for such purpose the Promoter is entitled to shift any part of the Common Areas (including common installations like lift machine room and the water tank) to the ultimate roofs and also to make available the Common Areas and all utility connections and facilities to the additional/further constructions and the same is and shall be deemed to be the previous written consent under the Act. The Allottee shall not have any right whatsoever in the additional/further constructions and covenants not to raise any objection, hindrance or claim in respect of any of the above and/or in respect of any temporary inconvenience that may be suffered by the Allottee because of the same. The Allottee also admits and accepts that the Promoter and/or employees and/or agents and/or contractors of the Promoter shall be entitled to use and utilize the Common Areas for movement of building materials and for other purposes and the Allottee shall not raise any objection in any manner whatsoever with regard thereto. If any act or omission of the Allottee results in any interruption, interference, hindrance, impediment or delay in the Project or any portion thereof including further constructions, additions and/or alterations from time to time and/or in the transfer, sale or disposal of any Apartment or portion of the Project, then in that event the Allottee shall also be liable to pay to the Promoter compensation and/or damages that may be quantified by the Promoter. The Promoter shall, if required, obtain necessary permission/sanction from the concerned authorities regarding the above or get the same regularized/approved on the basis that the Promoter has an irrevocable sole right in respect of the same and the Allottee has irrevocably and unconditionally consented and/or hereby irrevocably and unconditionally consents to the same.
18. The right of the Allottees on the Land Share shall be variable depending on further/additional vertical and/or horizontal or other constructions, if any, made by the Promoter from time to time and the Allottee hereby irrevocably consents to the same. Any such variation shall not affect the Consideration and no claim can be raised regarding the same by the Allottee/Association of Allottees and the Allottee shall not be entitled to and covenants not to demand any refund out of the Consideration paid by the Allottee on the ground of or by reason of variation of the Land Share.
19. The Allottee understands that the Project is comprising of residential apartments

20. The Allottee shall comply with the covenants as contained in Schedule-6.

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

1. The properties benefits and rights hereby conveyed unto and in favour of the Allottee is and shall be one lot and shall not be partitioned or dismembered in part or parts and the Allottee shall also not claim any division or partition in the Said Land towards its Land Share. It is further agreed and clarified that any transfer of the Apartment by the Allottee shall not be in any manner inconsistent herewith and the covenants herein shall run with the Said Land and the transferee of the Allottee shall be bound to abide by the rules and regulations framed for the Buildings and become a member of the Association of the Allottees.
2. All the apartments and other constructed areas as well as the other open and covered spaces in the Building or the Said Land, as the case may be, until the same be disposed of by the Promoter, shall remain the exclusive property of the Promoter and the Allottee shall not claim any right or share therein.
3. After the allotment and transfer of all the apartments/flats in the Project or earlier, as the case may be, the Association of the Allottees shall be formed and the Allottee and the Project Allottees shall be the members thereof, each having voting rights therein in accordance with the applicable Act and the Rules. The Allottee shall, along with the other Project Allottees, pay all the charges payable in connection with formation of the Association of Allottees, sign and execute all papers, documents, declarations and applications for the purpose of formation of the Association of Allottees and its taking charge of the acts relating to the common purposes.
4. Until such time the Association of Allottees is formed and takes charge of the acts relating to the common purposes, the Promoter or its nominees shall manage and maintain the Project and look after the common purposes subject however to the Allottee making payment of the proportionate share of maintenance charges, the Common Expenses and all other charges and expenses as determined by the Promoter/Maintenance Agency.
5. Upon formation of the Association of Allottees 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 of Allottees.
6. In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the Common Expenses or any other amounts payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder, then the Promoter or upon its formation and taking charge of the acts relating to the common purposes, the Association, shall be entitled to:-
 - i. claim interest at the rate of [●] % per annum on all the outstanding amounts.

- ii. to demand and directly realise the amounts becoming due and payable to the Allottee by any tenant or licensee or other occupant in respect of the Said Unit.
 - iii. discontinue supply of water to the Said Apartment.
 - iv. disconnect electricity in the Said Apartment.
 - v. withhold and stop use of all other utilities and facilities (including lift) to the Allottee and his family members, guests, tenants or licensees.
7. The bills for Common Expenses, electricity charges, and other charges payable by the Allottee to the Promoter and/or their nominees and upon its formation to the Association, shall be deemed to have been served upon the Allottee, in case the same is left in the Said Apartment or in the letter box in the ground floor of the Buildings and earmarked for the Said Apartment.
8. The Project shall together at all times as a housing complex bear the name [●] or such other name as be decided by the Promoter from time to time and none else.
9. In the event that any provision of this Deed is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indication of the same is received by either of the Parties of any relevant competent authority, the Parties shall amend the provision in such reasonable manner as achieves the intention of the Parties without illegality or at the discretion of the Parties, it may be severed from this Deed and the remaining provisions of this Deed shall remain in full force.
10. The Allottee 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.
11. 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.
12. All other provisions, rights and obligations, covenants and representations of the Allottee contained in the Agreement for Sale 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.
13. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Deed, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be referred to arbitration under the Arbitration and Conciliation Act, 1996.
14. The arbitration tribunal shall consist of a sole arbitrator to be appointed mutually by the Parties.
15. The arbitration proceedings shall be conducted in English and the seat and venue of arbitration shall be in Kolkata.

16. The arbitration award made by arbitrator shall be final and binding on the Parties and the Parties agree to be bound thereby and to act accordingly.
17. The award shall be in writing.
18. Subject to the aforesaid courts in Kolkata shall have exclusive jurisdiction to determine all disputes arising out of this Deed.

Schedule-1
Part 1
(Description of the Said Land)

ALL THAT piece and parcel of bastu land admeasuring an area of approximately 270 (two hundred and seventy) cottahs, lying and situate at Municipal Premises No. 1 Rustamjee Parsee Road, Kolkata – 700 002, under Police Station Cossipore, under Ward No. 6, within the jurisdiction of Kolkata Municipal Corporation and butted and bounded:

ON NORTH: Partly by Rustamjee Parsee Road and Partly by Premises No. 2 Rustamjee Parsee Road

ON SOUTH: By Laxmi Jute Press (Premises No. 32, Cossipore Road)

ON WEST: By River Hooghly

ON EAST: By Municipal Premises No. ½ Rustamjee Parsee Road

Schedule-1
Part 2
(Description of the Project Area)

ALL THAT piece and parcel of bastu land admeasuring an area of approximately 246 (two hundred and forty six) cottahs of land, lying and situate at Municipal Premises No. 1 Rustamjee Parsee Road, Kolkata – 700 002, under Police Station Cossipore, under Ward No. 6, within the jurisdiction of Kolkata Municipal Corporation and butted and bounded:

ON NORTH: Partly by Rustamjee Parsee Road and Partly by Premises No. 2 Rustamjee Parsee Road

ON SOUTH: By Laxmi Jute Press (Premises No. 32, Cossipore Road)

ON WEST: By River Hooghly

ON EAST: By Municipal Premises No. ½ Rustamjee Parsee Road

Schedule-2
(Devolution of Title)

Whereas

- 1) That one Gopal Lal Sett was the absolute owner of all that piece and parcel of bastu land admeasuring about 16387.96 (sixteen thousand three hundred eighty seven point ninety six) square meters, together with structures thereon, lying and situated at Municipal Premises No. 1, Rustamjee Parsee Road, Kolkata – 700 002, under police station Cossipore, under Ward No. 6 within the jurisdiction of Kolkata Municipal Corporation (hereinafter referred to as the “**said Property**”), which has been more particularly described in **Schedule 1** hereto.
- 2) That the said Gopal Lal Sett died intestate on January 20, 1913 leaving behind his 9 (nine) sons as his only legal heirs and legal representatives who duly inherited the said Property left by their father.
- 3) That the surviving heirs of Gopal Lal Sett’s sons subsequently sold their respective shares of the Said Property to the Owner, *vide* the following registered sale deeds:
 - a) Sale deed dated June 2, 2011, being deed no. 7065/11, copied in Book No. I, Volume No. 26, pages from 4519 to 4536 for the year 2011 and registered with the office of the Registrar of Assurance, Kolkata;
 - b) Sale deed dated June 2, 2011, being deed no. 7066/11, copied in Book No. I, Volume No. 26, pages from 4548 to 4570 for the year 2011 and registered with the office of the Registrar of Assurance, Kolkata;
 - c) Sale deed dated June 2, 2011, being deed no. 7067/11, copied in Book No. I, Volume No. 26, pages from 4571 to 4588 for the year 2011 and registered with the office of the Registrar of Assurance, Kolkata;
 - d) Sale deed dated June 10, 2011, being deed no. 7382/11, copied in Book No. I, Volume No. 27, pages from 711 to 733, for the year 2011 and registered with the office of the Registrar of Assurance, Kolkata;
 - e) Sale deed dated June 10, 2011, being deed no. 7380/11, copied in Book No. I, Volume No. 27, pages from 734 to 765 for the year 2011 and registered with the office of the Registrar of Assurance, Kolkata;
 - f) Sale deed dated August 4, 2011, being deed no. 10264/11, copied in Book No. I, Volume No. 41, pages from 1093 to 1129 for the year 2011 and registered with the office of the Registrar of Assurance, Kolkata;
 - g) Sale deed dated October 25, 2011, being deed no. 13532/11, copied in Book No. I, Volume No. 53, pages from 1205 to 1227 for the year 2011 and registered with the office of the Registrar of Assurance, Kolkata;
 - h) Sale deed dated December 14, 2011, being deed no. 15754/11, copied in Book No. I, Volume No. 62, pages from 506 to 528 for the year 2011 and registered with the office of the Registrar of Assurance, Kolkata;
 - i) Sale deed dated January 4, 2012, being deed no. 142/12, copied in Book No. I, Volume No. 1, pages from 2612 to 2631 for the year 2012 and registered with the office of the Registrar of Assurance, Kolkata;
 - j) Sale deed dated August 26, 2014, being deed no. 13569/14, copied in Book No. I, CD Volume No. 67, pages from 596 to 622 for the year 2014 and registered with the office of the Registrar of Assurance, Kolkata;

- k) Sale deed dated September 29, 2014, being deed no. 13447/14, copied in Book No. I, CD Volume No. 66, pages from 3510 to 3529 for the year 2014 and registered with the office of the Registrar of Assurance, Kolkata;
 - l) Sale deed dated April 23, 2015, being deed no. 4669/15, copied in Book No. I, Volume No. 26, pages from 1203 to 1225 for the year 2015 and registered with the office of the Registrar of Assurance, Kolkata;
 - m) Sale deed dated July 8, 2015, being deed no. 190207259/15, copied in Book No. I, CD Volume No. 1902-2015, pages from 31449 to 31474 for the year 2015 and registered with the office of the Registrar of Assurance, Kolkata;
 - n) Sale deed dated July 8, 2015, being deed no. 190207260/15, copied in Book No. I, CD Volume No. 1902-2015, pages from 31475 to 31499 for the year 2015 and registered with the office of the Registrar of Assurance, Kolkata;
 - o) Sale deed dated July 8, 2015, being deed no. 190207261/15, copied in Book No. I, CD Volume No. 1902-2015, pages from 31500 to 31524 for the year 2015 and registered with the office of the Registrar of Assurance, Kolkata;
 - p) Sale deed dated July 8, 2015, being deed no. 190207262/15, copied in Book No. I, CD Volume No. 1902-2015, pages from 31525 to 31549 for the year 2015 and registered with the office of the Registrar of Assurance, Kolkata; and
 - q) Sale deed dated July 8, 2015, being deed no. 190207258/15, copied in Book No. I, Volume No. 1902 – 2015, pages from 31424 to 31448 for the year 2015 and registered with the office of the Registrar of Assurance, Kolkata.
- 4) That the Owner is thus, well and sufficiently entitled to and/or seized and possessed of the said Property as an absolute owner.

Schedule-3
(Description of the Unit)

ALL THAT residential apartment No. [•], on [•] floor, type [•] BHK, Carpet Area approximately [•] ([•]) square feet, with Exclusive Balcony/ Verandah/ Open Terrace Area or “EBVT Area” having Carpet Area of [•] square feet, in the said Building, being a part of the Project named [•], situate on the Said Land described in Schedule-1 above, TOGETHER WITH the Car Parking being right to park [•] ([•]) medium sized car/s/ and/or [•] ([•]) two wheeler/s in [•] garage/covered parking/open parking/mechanical car park (not being a part of Common Area) parking space No. [•] admeasuring [•] square feet (the residential apartment as described herein and Car Parking is defined as Apartment) TOGETHER WITH the Land Share AND TOGETHER WITH the undivided pro rata share in the Common Areas, Common Amenities and Facilities as described in Schedule -4 hereunder.

The Apartment, Car Parking together with the Land Share along and an undivided, pro rata share in the Common Areas, Common Amenities and Facilities is hereinafter collectively referred as “Unit”

**Schedule-4
(Common Areas)**

1. Common Areas

- (I) The foundation column, beams, supports corridors, lobbies, stairs, roof, terrace, stairways, entrance and exists.
- (II) Pump and motor with installation.
- (III) Common passage and common areas inside or outside the building.
- (IV) The common basements and common storage spaces
- (V) Overhead tanks and water pipes and other common plumbing installations.
- (VI) Electrical fittings, meters and fittings and fixtures for lighting the staircase and other Common Areas (excluding those that are installed inside any particular apartment)
- (VII) Drains and sewers from the buildings to the municipality duct.
- (VIII) Water and sewerage evacuation pipes from the flat to drain sewers common to the buildings.
- (IX) Doors and windows on the staircase.
- (X) Boundary walls including outside plastering of the walls of the said buildings and main gates.
- (xi) Such other parts, areas, equipments, installations, fixtures, fittings, covered and open spaces in or about the said buildings as are easements of necessity for the buildings.

**Schedule 5
(Common Amenities and Facilities)**

1. Facilities

- i. Adequate greeneries all around the complex.
- ii. Swimming pool
- iii. AC community hall
- iv. Gymnasium
- v. Indoor games room
- vi. Multipurpose Lawn
- vii. Amphitheatre
- viii. Kids play area
- ix. Yoga lawn
- x. Private theatre

2. Power & Fire Safety

- a. 24 hours power back up
 - i. 100% power back up for all common areas,
 - ii. 2bhk-500w, 3bhk-750w
- b. State of art fire fighting equipment

3. Security

- i. 24 hours security

- ii. Closed circuit tv cameras for ground floor, first floor and roof top
- iii. Intercom connectivity within the whole complex.

Schedule-6
(Common Expenses)

1. All costs and expenses for maintaining, operating, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting, repainting, repairing, renovating and replacing the common area machineries, equipments installations and accessories for common services, utilities and facilities (including the outer walls of the Building(s)). Such other expenses as are necessary or incidental to the maintenance and upkeep of the Building(s).
2. Maintenance of internal roads, passages etc.
3. All expenses for running and operating all machineries, equipments, installations and accessories for common facilities and utilities (including generator, lifts, water pump with motor etc.).
4. The salaries of and all other expenses on the staff to be employed for the common purposes (including bonus and other emoluments and benefits).
5. Establishment and all other expenses of the Association of Allottees (including its formation) and also similar expenses of the Promoter or the Maintenance Agency looking after the common purposes until handing over the same to the Association of Allottees.
6. Municipal and other rates, taxes and levies and all other outgoings in respect of the Said Land or the Building or any part thereof (save those assessed separately in respect of the Said Unit). Water charges tax, and proportionate share of electricity charges for the Common Areas.
7. The salaries of and all other expenses of the staff to be employed for the common purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.
8. Insurance premium for insuring the Building(s) against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
9. Expenses for serving/supply of common facilities and utilities (including electricity, water, etc.) and all charges incidental thereto.
10. Creation of funds for replacement, renovation and/or other periodic expenses.
11. All other expenses and/or outgoings including litigation expenses as are incurred by the Promoter and/or the Association of Allottees for the common purposes.

Schedule-7
(Allottee Covenants)

The Allottee agrees, undertakes and covenants as follows:-

1. to provide other Allottees the right to easements and/or quasi-easements;
2. not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any portion of the Project not forming part of the Unit/Apartment or forming part of Common Areas or Limited Common Areas;
3. not use the Common Area immediately outside the Apartment for any purpose whatsoever;
4. not to question at any time the computation of the built-up area/Carpet Area of the said Apartment/ Unit and not to raise any claim or demand in respect of the same under any circumstances whatsoever;
5. The Allottee shall have no connection whatsoever with other allottees in the Project and there shall be no privity of contract or any agreement or arrangement as amongst the Allottee and the other allottees in the Project (either express or implied) and the Allottee shall be responsible to the Promoter for fulfillment of all obligations and covenants under this Schedule irrespective of non-compliance by any other allottee in the Project;
6. The Allottee may deal with or dispose of or alienate or transfer the said Apartment/ Unit subject to the following conditions:
 - i. The said Apartment/ Unit shall be one lot and shall be impartible and indivisible and the same shall not and cannot be partitioned or dismembered in parts. In case of sale of the said Apartment/Unit in favour of more than one buyer, the same shall be done in their favour jointly and in undivided shares.
 - ii. The transfer of the said Apartment/Unit by the Allottee shall not be, in any manner, inconsistent with this Deed of Conveyance executed between the Allottee and the Promoter and the covenants contained herein. The person(s) to whom the Allottee may transfer/alienate the said Apartment/Unit shall be made bound by the same terms, conditions, covenants, stipulations, undertakings and obligations as applicable to the Allottee by law and/or by virtue of this Deed of Conveyance.
 - iii. All the dues including outstanding amounts, interest, electricity charges, municipal and other taxes including CAM Charges relating to the said Unit/Apartment payable to the Promoter/Maintenance Agency/Association of the Allottees and/or to any Government Authority are paid by the Allottee in full prior to the proposed transfer/alienation. Such dues, if any, shall in any event, run with such proposed transfer.
7. The Allottee shall not claim any partition of the land comprised in the Project.
8. Notwithstanding anything contained elsewhere herein, the Allottee hereby consents and confirm not to raise any objection regarding the employees such as watchmen, security staff, caretaker, liftmen, sweepers etc. appointed by the Promoter/Maintenance Agency for maintenance of the Building, Common Area being employed and/or absorbed in the employment of the Association of Allottees with continuity of service on the same terms and conditions of employment subsisting with the Promoter/Maintenance Agency.
9. The Promoter/ Maintenance Agency/Association of Allottees shall be entitled to revise and increase the CAM Charges from time to time and the Allottee shall not be entitled to object thereto.
10. The CAM Charges shall be paid by the Allottee irrespective of whether or not the

Allottee uses or is entitled to or is able to use any or all of the Common Areas and any non-user or non-requirement in respect of any Common Areas or parking facility (if so granted) shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the Allottee in respect of the said proportionate CAM Charge.

11. in case of a delay in payment, to pay interest at the rate prescribed by the Promoter or Maintenance Agency or Association of Allottees;
12. to participate towards formation of the Association and only participate in the Association of Allottees formed by the Promoter;
13. not default in payment of any taxes, charges, expenses, insurance or levies to be proportionately shared by the other owners/lawful occupants;
14. not enter into any parallel arrangements for maintenance of the Project;
15. not object to the use of Common Areas of the Project by the owners/lawful occupants of other Apartments in Project and for use by the occupants of other phases in the event of development of other phases;
16. not at any time cause any annoyance, inconvenience or disturbance or injury to the other owners/lawful occupants of the Project;
17. not at any time alter split airconditioner position or outdoor units position provided inside the Apartment by the Promoter.
18. in the event airconditioning pipes go through rooms, halls, kitchen, toilets the charges/costs for installing such pipes shall be separately paid by the Allottee.
19. not keep any cattle/live stock in the Apartment or in the Project and Allottee/s shall keep all the pets confined within the Apartment and shall ensure that the pets do not create any nuisance/disturbance to the other owners/lawful occupants of the Project;
20. maintain at his own cost, the Apartment and the Unit earmarked to them, in a good condition, state and order and shall abide by all the laws and regulations of the Government, or/and any other duly constituted Authority from time to time in force, and be responsible for all notices or violations of any of the terms and conditions in this Agreement and/or bye-laws of the Association of Allottees;
21. keep the said Unit and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Apartment in the Buildings and/or in the Land in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Apartments and parts of the Buildings;
22. not to make any form of alteration in or cut or damage the beams and columns passing through the said Unit or the Common Areas for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise and also not to make any form of alteration to the external façade of the Buildings;
23. maintain and/or remain responsible for the structural stability of the Unit and not to do anything which has the effect of affecting the structural stability of the Buildings and in case of any deviation, breach, violation or default of this sub-clause, the Allottee undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. [●]/- per square feet of the super built up area of the said Unit together with applicable Goods and Service Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter;
24. to pay to the Promoter or its nominated maintenance company/agency or Association of Allottees as the case may be, CAM Charges;
25. to sign all applications, papers, documents, agreements and other relevant papers and handover such documents to the Promoter, as required, in pursuance of the allotment and to do all acts, deeds and things as the Promoter may require for the purpose of forming an Association of Allottees;

26. not make any structural changes, changes in the internal design or changes on the external facade of the Apartment/Buildings even after the execution of the deed of sale. More specifically, the Allottee/s shall not:
 - i. dismantle any external wall or internal walls,
 - ii. change the elevation,
 - iii. change the position of internal walls,
 - iv. change the position of electrical switches and location of fittings which are fixed and not subject to any alteration,
 - v. change the position of sanitary and kitchen fittings and fixtures which are fixed and not subject to any alteration, and
 - vi. use the external walkways and terraces for storage;
27. not 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 Unit or any portion thereof and not to change the design of balcony railings, window grills, not make any additions/alterations with respect to or concerning the electrical and water supply networks provided by the Promoter in concealed and exposed manner within the Apartment;
28. not use the lifts in case of fire and also not to use the lifts for the purpose of carriage or transportation of any goods, furniture, heavy articles, etc;
29. not separately claim right over any Common Area;
30. not raise or put up any kutchra or pucca constructions, grills, walls or enclosure of any kind around the Car Parking or part thereof and keep it always open and not use it for dwelling or staying of any person or blocking it by putting any articles and not do anything to alter its current state;
31. not cover or make inaccessible the electrical, plumbing and other ducts inside the Apartment and allow the Promoter and/or the maintenance agency access to the same at all times upon reasonable notice. The requirement of notice shall however not be applicable in case of emergency or urgent repairs.
32. not claim any right of pre-emption or otherwise regarding any of the other Units/Apartments or any portion of the Buildings/Units/Apartments/Common Areas;
33. not divide, sub-divide or demolish any structure of the Apartment or any portion thereof or cause to make any new construction in the Apartment. Further Allottee/s shall not use the Apartment for commercial purposes or use the same for any immoral activities or manufacturing or processing works or storage purpose or any other purposes save and except exclusively for residential purpose. Further the Allottee/s shall at all times co-operate with the owners/lawful occupants of the Project;
34. not do or permit to be done any act or thing which may render void or voidable any insurance of the Said Land and the Building or whereby any increased premium shall become payable in respect of the insurance;
35. 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;
36. to dispose of garbage only at the points specified and/or indicated by the Promoter;
37. after taking the possession, may make non-structural changes/aesthetical changes to the Apartment, subject to the prior approval and consent of the Promoter. However, it is hereby clarified that the Allottee/s shall not make any additions or alterations in the Apartment that may cause blockage or interruption in the smooth flow of common utilities and installations meant normally for common use and/or cause damage or encroachment on the structures of the Building or on the Project;
38. to pay the Promoter, the proportionate share of all necessary sums expended by the

- Promoter for meeting all legal costs, charges and expenses, including professional and legal costs incurred by the Promoter in connection with formation of the Association of Allottees and for preparing its rules, regulations and bye-laws;
39. 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.
 40. not carry on or cause to be carried on any obnoxious or injurious activity in or through the said Apartment, the Car Parking, if any or the Common Areas.
 41. not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said Apartment and the Car Parking, if any.
 42. 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/Building save at the place or places provided therefor provided that this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the Apartment.
 43. 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.
 44. not install or keep or run any generator in the said Apartment and the Car Parking, if any.
 45. not install or operate any machinery or equipment except home appliances.
 46. not misuse or permit to be misused the water supply to the said Apartment.
 47. not damage the Common Areas in any manner and if such damage is caused by the Allottee and/or family members, invitees or servants of the Allottee, the Allottee shall compensate for the same.
 48. not hang or cause to be hung clothes from the balconies of the Said Apartment.
 49. not object to any fire safe equipment including fire sprinklers and air conditioning equipment being installed inside the said Apartment and/or the Common Areas, as per statutory requirements. The Allottee further understands and agrees that as per the present statutory requirements/fire norms and Applicable Laws, the fire extinguisher pipe line/fire sprinklers might be installed inside the walls or ceiling of the Apartment as per the extant statutory requirements/fire norms and Applicable Laws and the Allottee shall not demur or raise any objection against such installation at any point of time. Furthermore, the Allottee agrees and understands that the Promoter shall not be liable to aesthetically conceal any such fire extinguisher pipes/ fire sprinklers installed inside the walls or ceiling of the Apartment and any work for concealment of such fire extinguisher pipe line/fire sprinklers inside the Apartment if so desired by the Allottee shall be done by the Promoter to the extent permitted under statutory requirements/fire norms and Applicable Laws at the sole expense of the Allottee.
 50. The Promoter shall be entitled to deal with the Limited Common Area, if any, in such manner as it may deem fit and the Allottee shall not have any right to interfere in the same.
 51. The Promoter shall have first charge and/or lien over the said Apartment and Unit for all amounts due and payable by the Allottee to the Promoter provided however if the said Apartment is purchased with assistance of a financial institution, then such charge/lien of the Promoter shall stand extinguished on the financial institution clearing all dues of the Promoter. Save and except the right of obtaining financial assistance for the purchase of the Unit as per this Clause, the Allottee shall not have any right or lien in respect of the said Unit till physical possession of the Unit is handed over to the Allottee after discharge of all dues to the Promoter with respect to the said Unit.
 52. The Allottee has been explained by the Promoter and the Allottee has understood all the details regarding the operation of the mechanical car parking and the terms and conditions which the Allottee has to adhere to for enjoying the facility of mechanical

- car parking.
53. The Promoter shall be entitled to put hoarding/boards of their brand name (including any brand name the Promoter is permitted to use), in the form of neon signs, MS letters, vinyl & sun boards and/or such other form as the Promoter may in its sole discretion deem fit on the Project and on the façade, terrace, compound wall or other part of the Buildings as may be developed from time to time and the Allottee shall not demur or object to the same. Any hoarding/boards, neon signs, MS letters, vinyl & sun boards or any other branding/advertising material put by the Promoter in whatever form may be shall at all the times be maintained through the CAM Charges.
 54. The Promoter shall be entitled to permit and/or grant rights to third parties against payment of consideration/charges to the Promoter for setting up communication towers or other installations for mobile phones, VSAT, Dish and/or other antennas and other communication and satellite systems on the Common Areas of the Buildings and neither the Allottees nor the Association of Allottees nor any entity shall be entitled to object to or hinder the same in any manner whatsoever. The representatives of such third parties shall be allowed entry into the Buildings or any other areas in the Project without any demur or protest whatsoever.
 55. The exact location of the Car Parking, if any, allotted to the Allottee will be confirmed by the Promoter at the time of delivering possession of the Unit to the Allottee and such Parking Space shall be for the exclusive use and enjoyment of the Allottee and the Allottee shall not have any power and authority to transfer the same separately other than with the Apartment allotted. Furthermore, the Allottee shall accept the Parking Space offered to the Allottee without any demur or objection.
 56. The Allottee should ensure that he disposes off his garbage at places pre-determined by the Promoter or maintenance agency appointed by the Promoter.
 57. The Allottee should provide access at all reasonable times to any maintenance agency whether appointed by the Promoter or Association of Allottees or otherwise for inspection of electrical, plumbing or other ducts inside the Apartment and the same should not be covered or made inaccessible in any manner.
 58. The Allottee should not utilise the Common Area for any personal purposes without the consent of the Association of Allottees.
 59. comply with and observe the Rules, Regulations and bye-laws relating to the Act including such rules and regulations as may be framed by the Promoter /Maintenance Agency / Association of Allottees from time to time;
 60. permit the Promoter, Maintenance Agency and Association and their respective men, agents and workmen to enter into the Said Apartment for the common purposes of the Project;
 61. deposit the amounts for various purposes as may be required by the Promoter / Maintenance Agency or the Association of Allottees;
 62. to pay municipal taxes, water and electricity charges, land revenue and other charges as per Applicable Laws;
 63. in case of a delay in payment, to pay interest at the rate prescribed in the Deed or by the Promoter/Maintenance Agency or the Association of Allottees on its formation, towards any of the amounts due or charges payable under this Agreement;
 64. to participate towards formation of Association;
 65. not default in payment of any taxes, charges, expenses, insurance or levies to be proportionately shared by the other owners/lawful occupants;
 66. not enter into any parallel arrangements for maintenance of the Project;
 67. not object to the use of Project Common Areas, Facilities and Amenities by the owners/lawful occupants of other apartments in the Project and to use by the occupants

- of other phases in the event of development of other phases;
68. not at any time cause any annoyance, inconvenience or disturbance or injury to the other owners/lawful occupants of the Project;
 69. not at any time alter split airconditioner position or outdoor units position provided inside the Apartment by the Promoter.
 70. not keep any cattle/live stock in the Apartment or in the Project and Allottee/s shall keep all the pets confined within the Apartment and shall ensure that the pets do not create any nuisance/disturbance to the other owners/lawful occupants of the Project;
 71. maintain at his own cost, the Apartment and the Unit earmarked to them, in a good condition, state and order and shall abide by all the laws and regulations of the Government, or/and any other duly constituted Authority from time to time in force, and be responsible for all notices or violations of any of the terms and conditions in this Agreement and/or bye-laws of the Association of Allottees;
 72. where the Allottee has taken any loan, it shall ensure that it shall make payment of interest and principal amounts as per the terms of the loan agreement entered into with the lender and shall keep the Promoter indemnified against any default or non-payment by the Allottee;
 73. to pay to the Promoter or its nominated Maintenance Agency or Association of Allottees as the case may be, the and maintenance expenses and Common Expenses;
 74. to sign all applications, papers, documents, agreements and other relevant papers and handover such documents to the Promoter, as required, in pursuance of the allotment and to do all acts, deeds and things as the Promoter may require for the purpose of forming an Association of Allottees;
 75. not make any structural changes, changes in the internal design or changes on the external facade of the Apartment. More specifically, the Allottee/s shall not:
 - vii. dismantle any external wall or internal walls,
 - viii. change the elevation,
 - ix. change the position of internal walls,
 - x. change the position of electrical switches and location of fittings which are fixed and not subject to any alteration,
 - xi. change the position of sanitary and kitchen fittings and fixtures which are fixed and not subject to any alteration, and
 - xii. use the external walkways and terraces for storage;
 76. not make any additions/alterations with respect to or concerning the electrical and water supply networks provided by the Promoter in concealed and exposed manner within the Apartment;
 77. not divide, sub-divide or demolish any structure of the Apartment or any portion thereof or cause to make any new construction in the Apartment. Further Allottee/s shall not use the Apartment for commercial purposes or use the same for any immoral activities or manufacturing or processing works or storage purpose or any other purposes save and except exclusively for residential purpose. Further the Allottee/s shall at all times co-operate with the owners/lawful occupants of the Project;
 78. not do or permit to be done any act or thing which may render void or voidable any insurance of the Said Land and the Building or whereby any increased premium shall become payable in respect of the insurance;
 79. 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;
 80. after taking the possession, may make non-structural changes/aesthetical changes to the Apartment, subject to the prior approval and consent of the Promoter. However, it is

- hereby clarified that the Allottee/s shall not make any additions or alterations in the Apartment that may cause blockage or interruption in the smooth flow of common utilities and installations meant normally for common use and/or cause damage or encroachment on the structures of the Building or on the Project;
81. to pay the Promoter, the proportionate share of all necessary sums expended by the Promoter for meeting all legal costs, charges and expenses, including professional and legal costs incurred by the Promoter in connection with formation of the Association of Allottees and for preparing its rules, regulations and bye-laws;
 82. 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.
 83. not carry on or cause to be carried on any obnoxious or injurious activity in or through the said Apartment, the Car Parking, if any or the Common Areas.
 84. not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said Apartment and the Car Parking, if any.
 85. 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 Allottee from displaying a standardized name plate outside the main door of the Apartment.
 86. 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.
 87. not install or keep or run any generator in the said Apartment and the Car Parking, if any.
 88. not install or operate any machinery or equipment except home appliances.
 89. not misuse or permit to be misused the water supply to the said Apartment.
 90. not damage the Project Common Areas, Common Amenities and Facilities in any manner and if such damage is caused by the Allottee and/or family members, invitees or servants of the Allottee, the Allottee shall compensate for the same.
 91. not hang or cause to be hung clothes from the balconies of the Apartment.
 92. not object to any fire safe equipment including fire sprinklers and air conditioning equipment being installed inside the said Apartment and/or the Common Areas, as per statutory requirements. The Allottee further understands and agrees that as per the present statutory requirements/fire norms and Applicable Laws, the fire extinguisher pipe line/fire sprinklers might be installed inside the walls or ceiling of the Apartment as per the extant statutory requirements/fire norms and Applicable Laws and the Allottee shall not demur or raise any objection against such installation at any point of time.
 93. The Promoter shall have first charge and/or lien over the said Apartment and Unit for all amounts due and payable by the Allottee to the Promoter provided however if the said Apartment is purchased with assistance of a financial institution, then such charge/lien of the Promoter shall stand extinguished on the financial institution clearing all dues of the Promoter.
 94. The Allottee has been explained by the Promoter and the Allottee has understood all the details regarding the operation of the mechanical car parking and the terms and conditions which the Allottee has to adhere to for enjoying the facility of mechanical car parking.
 95. The Promoter shall be entitled to put hoarding/boards of their brand name (including any brand name the Promoter is permitted to use), in the form of neon signs, MS letters, vinyl & sun boards and/or such other form as the Promoter may in its sole discretion deem fit on the Project and on the façade, terrace, compound wall or other part of the Buildings as may be developed from time to time and the Allottee shall not demur or

object to the same. Any hoarding/boards, neon signs, MS letters, vinyl & sun boards or any other branding/advertising material put by the Promoter in whatever form may be shall at all the times be maintained through the Common Expenses.

96. not to park or allow anyone to park any car, two-wheeler or other vehicles at any place other than the Car Parking allotted to the Allottee.
97. not to park any car or two-wheeler in the Said Land if the Allottee has not been allotted any Car Parking.

**Schedule 7
(Floor Plan)**

Schedule-8
(Qualifications to Defect Liability)

1. If there are changes, modifications or alteration made to the plumbing pipes and fittings and fixtures or change of wall or floor tiles made by the Allottee, the Promoter shall not be responsible for waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
2. If there are changes, modifications or alteration made to the electrical lines and wirings, the Promoter will not be responsible for any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations done by the Allottee;
3. If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not be responsible for 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;
4. If the Allottee executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, then the Promoter shall not be responsible for 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.
5. Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time.
6. If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee or his / her agents in the manner in which same is required to be maintained;
7. Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas 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;
8. If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality;
9. The Allottee agrees that the responsibility of the Promoter under the defect liability clause as stated in the said Deed shall not cover defects, damage or malfunction resulting from (a) misuse, (b) modifications or repairs done by the Allottee or his/their nominees/agent, (c) cases of Force Majeure (d) failure to maintain the amenities and equipment (e) accident and (f) negligent use;
10. Warranty for all consumables or equipment used such as generators, lifts, fittings and fixtures will be provided by the respective manufacturers on their standard terms.
11. The Allottee is aware and the Allottee agrees that the regular wear and tear includes minor hairline cracks on the external and internal walls excluding RCC structure which happens due to shrinkage in concrete, block work/brick work, plaster, which is inherent property of cementitious material and which don not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. The Allottee agrees that before any liability of defect is claimed by or on behalf of the Allottee it shall be necessary to appoint an expert/surveyor to be nominated by the Architect of the Project, who shall survey and asses the same and then submit a report to the state the

defects in material used in the structure of the Apartment and/or workmanship executed.

12. The Allottee understands that the grounds for exception to defect liability of the Promoter as provided in the Agreement for Sale shall muttatis mutandis apply to this Deed.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEAL TO THESE PRESENTS ON THE DAY, MONTH & YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESS:

SIGNED AND DELIVERED

For and on behalf of the within named
OWNER, through its Constituted attorney

Mr. Saurav Bafna

In the presence of witnesses;

1. _____

2. _____

SIGNED AND DELIVERED

For and on behalf of the within named
PROMOTER, through its

Designated Partner,

Mr. Saurav Bafna

In the presence of witnesses;

1. _____

2. _____

SIGNED AND DELIVERED

For and on behalf of the within named
ALLOTTEE(S)

In the presence of witnesses;

1. _____

2. _____

RECEIPT

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

MEMO OF CONSIDERATION:

RECEIVED as follows :

WITNESSES: