

**DEED OF CONVEYANCE**

1. **Date:**
2. **Place:- Kolkata**
3. **Parties:**

### 3.1 **Owners:**

a) **M/s. Panchmahal Realtors Private Limited (PAN AAHCP3223C)**, a company governed under the Companies Act, 2013, having its registered office at Mukul Shanti Garden, Flat No-B, 5<sup>th</sup> Floor, Block 2, Jogerdanga, Rajarhat, Post Office Rajarhat-Gopalpur, Police Station Airport, Kolkata-7000136, West Bengal;

b) **M/s. Panchpushap Construction Private Limited (PAN AAHCP3224F)**, a company governed under the Companies Act, 2013, having its registered office at Mukul Shanti Garden, Flat No-B, 5<sup>th</sup> Floor, Block 2, Jogerdanga, Rajarhat, Post Office Rajarhat-Gopalpur, Police Station Airport, Kolkata-7000136, West Bengal;

c) **M/s. Jhilmil Complex Private Limited (PAN AADCJ1562A)**, a company governed under the Companies Act, 2013, having its registered office at Mukul Shanti Garden, Flat No-B, 5<sup>th</sup> Floor, Block 2, Jogerdanga, Rajarhat, Post Office Rajarhat-Gopalpur, Police Station Airport, Kolkata-7000136, West Bengal;

Above all are represented through one of their Director namely **Abul Kalam Biswas**, Son of Abdul Kader Biswas, by faith Islam, by occupation Business, by Nationality- Indian, residing at Malayapur, Maliapur, Post Office Raghunathpur, Police Baduria, District North 24 Parganas, PIN 743401, West Bengal (**PAN AOKPB1355B**) & (**Aadhaar No.4047 4443 9414**), hereinafter collectively called and referred to as the "**Land Owners**" (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include their successors-in-interest and permitted assigns, executors, administrators and representatives) of the **ONE PART**

### 3.2 **Promoter:**

**M/s. Biswas Ventures LLP** (previously known as Biswas Infracon LLP) [PAN AASFB5900A], a Limited Liability Partnership, governed under the Limited Liability Partnership Act, 2008, having its registered office at, 6ES1, 6<sup>th</sup> Floor, Mani Casadona, Action Area IIF, Police Station- New Town, District North 24 Parganas, Kolkata 700156, West Bengal, represented by its authorised signatory namely \_\_, son of \_\_, working for gain at 6ES 1, 6<sup>th</sup> Floor, Mani Casadona, Action Area IIF, Police Station- New Town, District North 24 Parganas, Kolkata 700156, West Bengal, (**PAN \_\_**) & (**Aadhaar No. \_\_**), hereinafter called and referred to as the "**Promoter/Developer**" which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include their successors-in-interest and permitted assigns, executors, administrators and representatives) of the **OTHER PART**.

### 3.3 **Purchaser:**

a) **Mr/Mrs.....** (PAN No. ....) ,(Aadhaar No. ....) & ( Mobile

No.....), son of Mr....., by nationality- ....., by faith ....., by occupation- ....., residing at ..... and

- b) Mr.....** (PAN No.....), (Aadhaar No. ....) & (Mobile No. ....), son of Mr....., by nationality- ....., by faith ....., by occupation- ....., residing at ..... hereafter collectively called the "**Allottees**", (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, executors, administrators, successors-in-interest and permitted assigns) of the **Third Part**.

The Land Owners, Promoter/Developer and the Purchaser shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

#### **4. Definitions:**

The following terms and expressions shall, in this Deed, have the respective meanings assigned to them herein below, unless the same be contrary to or repugnant to the subject or context:

- 4.1 "**Agreed Consideration/Total Price**" shall mean the consideration mentioned in **Schedule F** that has been paid by the Purchaser for acquiring the said Apartment/Unit based on the carpet area thereof (excluding Goods and Services Tax and cess or any other similar taxes in connection with the construction of the Project, by whatever name called which has been paid / is payable additionally by the Purchaser, as applicable from time to time);
- 4.2 "**Agreement**" shall mean the Agreement for Sale dated \_\_\_\_\_ registered at the office of the.....in Book No. ...., Page No. \_\_\_\_\_ for the year \_\_\_\_\_ entered into between the Parties;
- 4.3 "**Apartment**" shall mean any residential apartment thereto and/or covered space in the Buildings which is capable of being exclusively owned, used and/or enjoyed;
- 4.4 "**Architects**" shall mean and \_\_\_\_\_ who have been appointed as the architects for the Project by the Promoter and/or such other Architects whom the Promoter may from time to time appoint as the Architects for the Project;
- 4.5 "**Association**" shall mean the Association to be formed under the West Bengal Apartment Ownership Act, 1972 which would comprise the Vendors and the representatives of all the buyers of Apartment and commercial Units and which shall be formed or incorporated for the Common Purposes with rules and regulations;
- 4.6 "**Buildings**" shall mean the new building namely "**ORA HEIGHTS**" that have been constructed in standalone having residential and commercial

Apartments including Common Areas and other constructions that have been constructed on the Premises by the Promoter in terms of the Plans and meant for residential and commercial purpose and use and shall also mean Additional/Further Constructions that may be constructed on the Premises by the Promoter from time to time either during or after completion of the Project;

- 4.7 **“Built-Up Area”** shall mean the plinth area of that Apartment (including the area of bathrooms, balconies, and servant quarter, if any, appurtenant thereto but excluding the area of the Exclusive Open Terrace, if any, appurtenant thereto) and also the thickness of the walls (external and internal), the columns and pillars therein;
- 4.8 **“Carpet Area”** shall have the meaning as ascribed to it under the Act (defined in Clause 6.5);
- 4.9 **“Car Parking Spaces”** shall mean the spaces in the (i) ground floor of the Buildings, (ii) open space surrounding or adjacent to the Buildings; and (iii) Basement of the building for parking medium sized cars and/or two wheelers;
- 4.10 **“Commercial Unit”** shall mean any commercial unit and/or covered space in the Buildings which is capable of being exclusively owned, used and enjoyed by any Unit Owner, and the right to use and enjoy the Common Areas in common;
- 4.11 **“Common Areas”** shall mean the areas and facilities mentioned in Schedule C;
- 4.12 **“Common Expenses”** shall mean all costs and expenses for the management, maintenance and upkeep of the Buildings, the Common Areas and the expenses for Common Purposes including those mentioned in **Part IV of Schedule E**;
- 4.13 **“Common Purposes”** shall include the purpose of managing and maintaining the Premises, the Buildings, Common Areas, rendition of services in common to the Unit Owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Unit Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common;
- 4.14 **“Common Roof Area”** shall mean the ultimate roofs over the ultimate top floors of the Buildings along with the Lift Machine Room, as well as the water tank, if any on such roof which shall form part of the Common Areas in the manner mentioned in **Schedule C**.
- 4.15 **“Date of Possession”** shall mean the date of hand over of the possession of the said Apartment to the Purchaser after registration of Deed of Conveyance;

- 4.16 **“Development Agreement”** shall mean and include the agreements and documents executed from time to time by and between the Owners and the Promoter relating to development of the Premises including the Development Agreement dated 20<sup>th</sup> April 2024 registered at the office of the Additional Registrar of Assurances-I, Kolkata in Book No. I, Volume No. 1901-2024, Pages 147567 to 147629 , Being No. 190103431 for the year 2024 as also all modifications, alterations and changes, if any, made and/or to be made therein from time to time as also all documents executed pursuant thereto, including Powers of Attorney etc.;
- 4.17 **“Exclusive Open Terrace/s”** shall mean the open terraces attached and/or appurtenant to only certain Apartments in the Buildings, each open terrace having access from a certain Apartment only and meant to be owned, used and enjoyed exclusively by the Apartment Owners of such Apartment;
- 4.18 **“Maintenance Agency”** shall mean the Promoter itself or any agency appointed by the Promoter for maintenance and shall mean the Association after it is handed over the maintenance of the Buildings and Common Areas;
- 4.19 **“Maintenance Charges”** shall mean the proportionate amount of Common Expenses payable Quarterly by the Purchaser to the Promoter / Maintenance Agency or Association ( upon formation);
- 4.20 **“Plan/Plans”** shall mean Building Sanction No. 2023070018 dated 19<sup>th</sup> April, 2023, which has been sanctioned by Kolkata Municipal Corporation and shall also, wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architects including variations/modifications/alterations therein that may be made by the Promoter, if any, as well as all revisions, renewals and extensions, if any;
- 4.21 **“Power of Attorney”** shall mean and include all powers and authorities executed and/or granted by the Owners in favour of the Promoter from time to time relating to development of the Premises including the Power of Attorney dated 20<sup>th</sup> April, 2024 registered at the office of the Additional Registrar of Assurance-I, Kolkata in Book No. I, Volume No. 1901-2024, Pages 161865 to 161884, Being No. 190103435 for the year 2024 and shall also include all modifications, alterations and changes, if any, made and/or that may be made therein from time to time;
- 4.22 **“Premises”** shall mean the said Land described in **Schedule B** hereto containing by estimation an area of **ALL THAT** piece and parcel of land measuring about **73.33** (Seventy Three Point Thirty Three) Cottah, be the same a little more or less, lying and situated at municipal **Premises No. 250, Tiljala Road**, within the local limits of Ward No. 65 of Kolkata Municipal Corporation, having Assessee No. **11-065-34-0194-2**, Post Office Gobinda Khatick Road, Police Station Karaya, Kolkata 700046, under Additional District Sub-Registrar, Sealdah, in the District of South 24 Parganas, West Bengal and shall also include,

wherever the context permits, the constructions thereon from time to time including the Buildings as also Common Areas therein;

- 4.23 “**Project**” shall mean the development and construction at the Premises by the Promoter from time to time and shall include the Buildings, that have been and/or may be constructed there at;
- 4.24 “**Proportionate**” with all its cognate variations shall mean the ratio which the Carpet Area of the said Apartment bears to the total Carpet Area of all the Units in the Buildings;
- 4.25 “**Said Apartment**” shall mean the Apartment together the said Parking Space, (if any), and the right to use and enjoy the Common Areas described in **Schedule G** hereto;
- 4.26 “**Said Land**” shall mean the land containing by estimation an area of land measuring about 73.33 (seventy three point three three) sq. ft., as per title deeds and on physical measurement found, which is morefully described in **Schedule B**;
- 4.27 “**Said Parking Space**” shall mean the right to park medium-sized car(s), if any, appurtenant to the said Apartment described in **Part-II of Schedule G** hereto;
- 4.28 “**Sinking Fund**” shall mean the fund comprising of the amounts paid / deposited or contributed or to be paid / deposited and/or contributed by each Unit Owner, including the Purchaser herein, towards a sinking fund which shall be ultimately held by the Maintenance Agency for the purpose of major repairs, replacements and additions to the Common Areas and other contingencies;
- 4.29 “**Unit**” shall according to the context mean Commercial unit in the Buildings;
- 4.30 “**Unit Owners**” shall, according to the context, mean all purchasers and/or intending purchasers of Residential /Commercial units in the Buildings and shall also include the Vendors (and their transferees) in respect of such Units as may be retained and/or not alienated and/or not agreed to be alienated by them;

5. **Subject Matter of Sale:**

Sale on ownership basis of the said Apartment Unit (described in **Schedule-G**) in the Project named “**ORA HEIGHTS**” at the Premises described in **Schedule-B (Premises)** subject to the mutual easements and restrictions mentioned in this Deed including those contained in **Schedule-D** hereto and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including those contained in **Clause 7.1, Clause 7.3** and **Schedule- E**

**6. Background:**

- 6.1 The Owners are the lawful owners of the Premises described in **Schedule B** hereto. The devolution of the title of the Owners in respect of the Premises is mentioned in **Schedule-A (Title)**.
- 6.2 The Owners entered into the Development Agreement with the Promoter for the development of the Premises. Pursuant to the Development Agreement, the Power of Attorney was executed by the Owners in favour of the Promoter herein.
- 6.3 The said Land was earmarked for the purpose of building a residential project having multi-storied buildings and the Project has been named “**ORA HEIGHTS**”.
- 6.4 The Promoter has got the Plans sanctioned by the Kolkata Municipal Corporation and has constructed and completed the Buildings at the Premises and pursuant to the same Completion Certificate bearing No. \_\_\_\_\_ dated \_\_\_\_\_ has been issued by the Kolkata Municipal Corporation.
- 6.5 The Project was registered under the Real Estate (Regulation and Development) Act, 2016 (RERA), hereinafter referred to as (“the **Act**”) with the Real Estate Regulatory Authority at Kolkata, Kolkata on \_\_\_\_\_ under Registration No. \_\_\_\_\_ and accordingly the West Bengal Real Estate (Regulation and Development) Rules, 2021 (WBRERA Rules) hereinafter referred to as (“the **Rules**”) are applicable.
- 6.6 By and under the Agreement, it was agreed that the said Apartment would be sold, conveyed and transferred by the Vendors to the Purchaser at and for the Agreed Consideration/Total Price of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) on the terms and conditions contained therein.
- 6.7 The Purchaser confirms that after independently examining and verifying or causing independent examination and verification and being thoroughly satisfied about the ownership and title of the Owners in respect of the Premises and the documents relating thereto, the right, title, interest and entitlement of the Owners and Promoter as the developer in respect of the Premises, the Plans sanctioned by the Kolkata Municipal Corporation and all other necessary approvals and permissions including the Completion Certificate bearing No. \_\_\_\_\_ dated \_\_\_\_\_ and after inspection of the said Apartment Unit and the Buildings including the Common Areas and being thoroughly satisfied about the actual constructions (including the quality and specifications thereof, the Carpet Area, Built-up Area and the mutually agreed Chargeable Area of the said Apartment Unit, the workmanship, the quality of

materials used, the structural stability and the construction of the Buildings, the Common Areas and the said Apartment), the Purchaser has taken possession of the said Apartment Unit and is completing the purchase of the said Apartment Unit pursuant to the Agreement between the Vendors and the Purchaser. The Purchaser undertakes and covenants not to raise henceforth any objection or make any requisition regarding any of the above matter/issues and also waives and disclaims all claims and rights, if any, to do so. The Purchaser declares and confirms that the construction of the Buildings including the said Apartment Unit is complete in all respects to the complete satisfaction of the Purchaser and that the delay, if any, in completion has been and/or is deemed to be condoned by the Purchaser and that the Vendors have complied with and/or are deemed to have complied with all their obligations including those under the Act and that the Purchaser has no complaint or claim whatsoever against the Vendors or any of them on any account whatsoever and the Purchaser also waives and disclaims all claims and rights, if any. Prior to execution of this Deed, the Purchaser has made payment of the Agreed Consideration/Total Price, the Additional Liabilities and Deposits mentioned in the Agreement to the Promoter.

7. **Now this Indenture witnesses:**

7.1 **Transfer:** The transfer made by this Deed shall be in the manner mentioned below and be subject to the terms and conditions contained in this Deed including those mentioned below.

7.1.1 In consideration of the Purchaser having paid the Agreed Consideration mentioned in **Schedule-F**, the Vendors do hereby sell, convey, grant and/or transfer to the Purchaser the following:

- (a) The said Apartment described in **Part-I of Schedule-G (said Apartment)**.
- (b) Right to park medium sized car(s) in the said Parking Space described in **Part-II of Schedule-G (said Parking Space)**.
- (c) Right to use and enjoy the Common Areas described in the **Schedule-C** hereto in common subject to making timely payment of the Maintenance Charges, panchayet taxes and other liabilities and subject to the rights and entitlements of common use and enjoyment of the Unit Owners and/or occupiers of the other portions of the Buildings in respect of the same.

7.1.2 The term '**the said Apartment Unit**' wherever used in this Deed shall include all the properties and rights mentioned in **Clause 7.1.1** hereinbefore which are being hereby sold and/or granted, unless contrary to the context and it is expressly made clear that the same constitute one residential unit. Notwithstanding anything to the contrary contained elsewhere it is hereby expressly agreed that the Agreed Consideration has been mutually agreed upon on the basis of the Carpet Area/Built up Area/Chargeable Area of the said Apartment Unit and that the amounts of the Additional Liabilities and Deposits mentioned in the Agreement have been mutually agreed upon between the parties. It is clarified that Maintenance Charges, Common Expenses, etc. and has no connection with the Agreed



Consideration mentioned in the Agreement and that any variation in the Chargeable Area due to variation in the Proportionate share shall not affect the Agreed Consideration and/or the Additional Liabilities and Deposits mentioned in the Agreement and no claim can be raised regarding the same by the Purchaser and the Purchaser shall not be entitled to and covenants not to demand any refund out of the Agreed Consideration and/or the Additional Liabilities and Deposits mentioned in the Agreement paid by the Purchaser on the ground of or by reason of any variation of the Chargeable Area due to variation in the Proportionate share.

- 7.1.3 Notwithstanding anything to the contrary contained elsewhere, it is clarified that the Vendors shall continue to be entitled to use and utilise all the Common Areas mentioned in **Schedule-C** hereto.
- 7.1.4 The proportionate share of the Purchaser in respect of any matter referred to under this Deed shall be such as may be determined by the Promoter from time to time and the Purchaser agrees, undertakes and covenants to accept the same notwithstanding variations.
- 7.1.5 The Proportionate share of the Purchaser shall be variable depending on Additional/Further Constructions, if any, made by the Promoter from time to time and the Purchaser hereby irrevocably consents to the same. Any such variation shall not affect the Total Price / Agreed Consideration, Additional Liabilities and Deposits and no claim can be raised regarding the same by the Purchaser and the Purchaser shall not be entitled to and covenants not to demand any refund out of the Total Price / Agreed Consideration, Additional Liabilities and Deposits paid by the Purchaser on the ground of or by reason of any variation of the Proportionate share.
- 7.1.6 The Promoter shall be entitled at all times to install, display and maintain its name and/or logo on the roofs (including the Common Roof Area) of the Buildings and/or other areas in the Buildings and/or the Premises by putting up hoardings, display signs, neon-signs, lighted displays, LED signage, etc. without being required to pay any charges for the same and no one including the Purchaser, the Apartment Owners and the Association shall be entitled to object or to hinder the same in any manner whatsoever.
- 7.1.7 The Purchaser shall be entitled to occupy, possess, use and enjoy the said Apartment Unit in the manner not inconsistent with the Purchaser's rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other Unit Owner and/or the Vendors.
- 7.1.8 The Common Roof Area includes the areas of the lift Machine Room and water tank and shall be used for any common installations and facilities as may be necessary from time to time as also for fire refuge area on the roof, if required. The Common Roof Area shall be maintained by the Maintenance Agency and costs of the same shall form part of the Common Expenses. Antenna may be installed only on the portion of the Common Roof Area above the lift well, water tank and staircase.

7.1.9 Besides the additions and alterations permissible under the Act and/or the Rules, the Purchaser has irrevocably consented to and/or hereby irrevocably consents that the Promoter may make modifications, additions and alterations within permissible and/or prevailing norms regarding the construction and the specifications of the Buildings, the Common Areas and/or the ground floor layout made and/or to be made by the Promoter and/or as may be deemed necessary and/or as may be advised by the Architects and/or as may be required by any authority including the Panchayet and the same is and shall be deemed to be the previous written consent under the Act. Prior to the booking of the said Apartment Unit, the Purchaser had been informed and made aware that the ground floor layout including the Common Areas and its location may undergo changes and/or modifications and the Purchaser has consented to and/or hereby again consents to the same and this is and shall be deemed to be the previous written consent of the Purchaser in terms of the Act. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price and that the total quantum of Common Areas mentioned in the **Schedule C** shall not be reduced to the detriment of the Purchaser.

7.1.10 The Purchaser has irrevocably consented and/or hereby irrevocably consents that the Promoter shall be entitled to make in future Additional/Further Constructions by way of additional/further construction in the Premises including by raising of any additional floor/storey/construction over the roofs of the Buildings (including the Common Roof Area) 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 such future Additional/Further Constructions/exploitation shall belong exclusively to the Vendors who shall be entitled to sell, transfer, convey and/or otherwise deal with and dispose of the same in any manner whatsoever and appropriate all considerations and other amounts receivable in respect thereof. For the aforesaid purpose the Promoter is entitled to shift any part of the Common Areas (including common areas and installations, lift machine rooms and water tanks and the Common Roof Area) to the ultimate roofs and also to make available the Common Areas and all utility connections and facilities to the Additional/Further

Constructions. The Promoter shall, if required, be entitled to obtain necessary permission / sanction from the concerned authorities regarding the above or get the same regularized/approved on the basis that the Vendors have an irrevocable sole right in respect of the same and the Purchaser has irrevocably consented and/or hereby irrevocably consents to the same. It is agreed that such modifications, additions and/or alterations shall not affect the Agreed Consideration / Total Price and that the total quantum of Common Areas mentioned in **Part II** and **Part III** of **Schedule 'C** shall not be reduced to the detriment of the Purchaser.

7.1.11 Notwithstanding anything to the contrary contained elsewhere it is hereby made clear that any area not included in the Common Areas that remains

unsold shall belong exclusively to the Vendors and the Vendors shall be entitled to deal with and dispose of the same in any manner they deem fit and appropriate the consideration for the same.

- 7.1.12 Non-enforcement of any right by the Vendors or any indulgence granted by the Vendors to the Purchaser or any other Unit Owner shall not amount to any waiver of any of the rights of the Vendors.
- 7.1.13 If at anytime there be demand, imposition of or enhancement of any tax, duty, levy, cess, surcharge or fee (including Goods & Services Tax) under any statute or regulation on the Premises, the Buildings and/or the said Apartment Unit or on the construction or transfer of the said Apartment Unit or any portion thereof in accordance with law (whether payable to the concerned authority by the Vendors or the Purchaser) the same shall be borne and paid by the Purchaser, wholly in respect of the said Apartment Unit and proportionately in respect of the Premises, the Buildings and the Common Areas, without raising any objection thereto. The Vendors shall not be liable for the same or any portion thereof under any circumstances whatsoever. The Purchaser shall make such payment within 30 (Thirty) days of demand being made by the Vendors and/or the concerned authority. It is expressly agreed that the same shall be the liability of the Purchaser and the Vendors shall be entitled to recover the same from the Purchaser if any such payment is made by the Promoter and/or the Owners for any reason.
- 7.1.14 In respect of any of the rights or obligations of the Vendors or any of them as against or towards the Purchaser, it shall be sufficient if any one or both of the Vendors take any steps and/or issue notices regarding the same and it shall not be necessary for all the Vendors to take any step jointly. It shall however be necessary for the Purchaser to give notice and deal with each of the Vendors herein individually and separately.
- 7.1.15 The Purchaser shall be entitled To Have And To Hold the said Apartment Unit hereby granted sold conveyed transferred assigned assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser absolutely and forever in the manner not in consistent with the rights of the Purchaser hereunder and subject to the restrictions, obligations, terms and conditions herein and subject to the Purchaser not committing any breach, default or violation and subject to the Purchaser not creating any hindrance relating to the rights and/or entitlements of any other Unit Owner and/or the Vendors.
- 7.1.16 The sale of the said Apartment Unit is together with and subject to the mutual easements and restrictions mentioned in this Deed including in **Schedule-D** hereto and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in **Clause 7.1, Clause 7.3** and **Schedule-E** hereto, which shall be covenants running with the said Apartment Unit in perpetuity.
- 7.1.17 Notwithstanding anything to the contrary contained elsewhere in this Deed or

otherwise it is hereby expressly agreed and made clear as follows:

- (a) The open and covered Car Parking Spaces including Mechanical Car Parking System sanctioned by the New Town Kolkata Development Authority and duly approved by Rajarhat Panchayet Samity are meant to be used only for parking cars by the Purchasers of this Project only.
- (b) For the sake of certainty and clarity and to avoid any confusion, specified car parking spaces including Mechanical Car Parking System are being earmarked and allotted along with specified Units so that the same cars are parked in the same space every day.
- (c) Accordingly, at the request of the Purchaser, the Promoter has allotted the said Car Parking Space for exclusive use by the Purchaser.
- (d) It is expressly made clear that only right of use is being granted in respect of the said Car Parking Space and no sale is being made.

7.1.20 The Vendors shall upon receipt of a written request from the Association (upon formation) execute a Deed of Transfer of undivided proportionate title in the Common Areas including the said Land in favour of the Association in the manner agreed upon. Such Deed of Transfer shall be prepared and finalized by the Promoter. All expenses and outgoings for preparation and registration of such Deed of Transfer including stamp duty, registration fees, legal fees, incidental expenses, etc. shall be paid by the Association and/or the Unit Owners including the Purchaser without any amount being required to be

contributed by the Vendors. The Purchaser agrees, undertakes and covenants to make timely payment of his share of such expenses and outgoings within 7 days of demand.

7.1.21 The Vendors shall be entitled to sell the Apartment Units on such terms and conditions as the Vendors may deem fit and proper. Without restricting or limiting the generality of the above it is clarified that the Vendors shall be entitled inter alia to:

- (a) demarcate and allot the parking spaces for the Owners of Apartment Units;
- (b) limit or restrict the rights of the Unit Owners of Apartment Units in respect of use of certain Common Areas;
- (c) grant additional/differential rights to the Unit Owners of Apartment Units in respect of use of certain Common Areas

## 7.2 **Covenants of the Vendors:**

7.2.1 The Vendors hereby covenant with the Purchaser that they:

- (a) have the right to sell, transfer and convey the said Apartment Unit to the Purchaser;

- (b) are transferring the said Apartment Unit to the Purchaser free from any encumbrance created by the Vendors;
- (c) shall, at the costs and request of the Purchaser, do acts and execute necessary documents as may be reasonably required for more perfectly assuring the said Apartment Unit to unto and in favour of the Purchaser in the manner agreed upon.

7.2.2 The Vendors hereby covenant with the Purchaser that the Vendors shall keep the Purchaser well and sufficiently saved, harmless and indemnified of from and against any encumbrance created by the Vendors in respect of the said Apartment Unit.

7.2.3 The Vendors hereby further covenant with the Purchaser that the Vendors have received the Agreed Consideration mentioned in **Schedule-F** and acknowledge the receipt thereof in the Memo of Consideration hereunder.

7.2.4 The Vendors hereby further covenant that the Purchaser shall, subject to observing, performing and complying with the mutual easements and restrictions mentioned in this Deed including in **Schedule-D** and with the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in **Clause 7.1, Clause 7.3** and **Schedule E**, peaceably own, hold and enjoy the said Apartment Unit.

### 7.3 **Covenants of the Purchaser:**

7.3.1 The Purchaser agrees, undertakes and covenants to:

(a) perform, observe and comply with all the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in particular in **Clause 7.1, Clause 7.3 and Schedule- E;**

(b) pay wholly in respect of the said Apartment Unit and proportionately in respect of the Premises and the Buildings, the Common Expenses, Maintenance Charges, electricity charges and all levies, duties, cess, charges, surcharges, rates, taxes and outgoings including, but not limited to Panchayet taxes, sales tax, GST, Works Contract Tax, betterment and/or development charges under any statute, rule or regulation, etc. that may be and/or become payable at any time (including enhancements thereto and/or new imposition) in accordance with law relating to the construction, transfer, ownership and/or the maintenance of the said Apartment Unit and/or relating to the Agreement and/or this Deed of Conveyance without raising any objection thereto, within 7 (seven) days of demand being made and the Vendors shall not be liable for the same under any circumstance;

(c) regularly and punctually pay and contribute all costs and expenses for the utilities and facilities provided and/or obtained in the said Apartment Unit and ensure that those to the other Units are not adversely affected by any acts or

defaults of the Purchaser;

(d) not for any reason, directly or indirectly, make or cause any obstruction, interruption, hindrance, impediment, interference or objection in any manner relating to or concerning the completion of the Buildings and/or the transfer, sale or disposal of any other Unit or portion of the Buildings. In default, the Purchaser shall be responsible and liable for all losses and damages which the Vendors may suffer in this regard;

(e) not raise any objection or make any claim against the Vendors regarding the construction and/or the completion of the Buildings and/or the said Apartment Unit or regarding the already verified calculation of Carpet Area, Built-up Area and/or the mutually agreed Chargeable Area of the said Apartment Unit and/or regarding any of the matters/items mentioned in **Clause 6.9** hereinbefore;

(f) not question the quantum or apportionment of the Common Expenses mentioned in **Part-IV** of **Schedule-E** hereto (**Common Expenses**) or the basis thereof or any other matter;

(g) not object and/or cause any inconvenience, hindrance, objection or disturbance to the user of the Common Areas (mentioned in **Schedule-C**) by the Vendors / Unit Owners/ tenants/ occupants of other Units;

(h) not raise any objection or claim against the Vendors or create any hindrance or obstruction in relation to the rights and entitlements of the Vendors or any of them including under Clauses 7.1.3, 7.1.4, 7.1.5, 7.1.6, 7.1.7, 7.1.8, 7.1.10, 7.1.11, 7.1.12, 7.1.13, 7.1.14 and 7.1.15 of this Deed;

(i) comply with and honour the mutual easements and restrictions mentioned in **Schedule-D**;

(j) apply for mutation to the Panchayet within 30 days from the date of this Deed and take all necessary steps and get the said Apartment Unit mutated in his name at his own costs within 3 (three) months thereafter;

(k) pay all amounts and deposits that are payable by the Purchaser under the Agreement and/or this Deed of Conveyance and/or which are the liability of the Purchaser under the Agreement and/or this Deed of Conveyance even if the same are demanded and/or become payable subsequent to the execution of this Deed of Conveyance;

(l) pay all future betterment/development charges etc. relating to the said Apartment Unit and/or the Premises; and

(m) compensate any income tax liability that may become payable by the

Vendors due to there being any difference between the market valuation of the said Apartment Unit as per the registration authorities and the Agreed Consideration/Total Price paid by the Purchaser by making payment to the Vendors the agreed compensation equivalent to such income tax liability on such difference at the highest applicable tax rate at the prevailing time and any interest and/or penalty in respect thereof and such payment shall be made by the Purchaser within 15 days of demand by the Vendors and such liability and obligation shall continue even after handing over of possession and/or execution and registration of this Deed of Conveyance.

7.3.2 The Purchaser agrees covenants and undertakes to make payment of all his dues under this Deed and to comply with and/or perform all the

covenants, undertakings and obligations required to be complied with and/or performed on the part of the Purchaser in pursuance of this Deed or otherwise required by law.

7.3.3 The Purchaser has entered into the Agreement and is executing this Deed of Conveyance for purchase of the said Apartment Unit with full knowledge of all laws, rules and regulations, notifications, etc. applicable to the Project. The Purchaser agrees covenants and undertakes to comply with and carry out from time to time on and from the date of this Deed, all the requirements, requisitions, demands and repairs which are required by any competent authority at his own costs. The Purchaser declares and confirms that all payments made by him under the Agreement and/or this Deed of Conveyance have been made in accordance with all applicable laws including, if the Purchaser is resident outside India, the Foreign Exchange Management Act, 1999, the Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and has filed necessary declarations, documents, permission, approvals, etc. The Purchaser shall be solely liable in the event of any failure or non-compliance and the Vendors shall have no responsibility or liability and the Purchaser shall keep the Vendors fully indemnified and harmless in this regard.

7.3.4 With effect from the Date of Possession, the Purchaser shall be deemed to have fully satisfied himself in all respects including the Plans, the construction and the quality, specifications and workmanship thereof, the carpet area and built-up area and the mutually agreed Chargeable area, the quality of materials used, the structural stability and completion of the Buildings, the Common Areas, the said Apartment, etc. and shall not thereafter be entitled to raise any objection or make any claim regarding the same.

7.3.5 The Purchaser shall pay the Corporation taxes and other liabilities payable by the Purchaser under this Deed or otherwise in respect of the said Apartment Unit including Maintenance Charges, other impositions, outgoings and expenses etc. shall be paid by the Purchaser after 30 days from the issue date

of Notice for Possession.

- 7.3.6 The Purchaser shall be solely responsible to maintain the said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Buildings, or the said Apartment or the Common Areas which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment and shall keep the said 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 Buildings is not in any way damaged or jeopardized.
- 7.3.7 The Purchaser undertakes, assures and guarantees that he/she would not put any sign-board /name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Buildings or anywhere on the exterior of the Premises, Buildings therein or the Common Areas. The Purchaser shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser shall not store any hazardous or combustible goods in the said Apartment or place any heavy material in the common passages or staircase of the Buildings. The Purchaser shall also not remove any wall including the outer and load bearing wall of the said Apartment.
- 7.3.8 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association and/or Maintenance Agency. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

#### **7.4 Completion of Construction and Possession:**

- 7.4.1 The Completion Certificate has already been issued by the Corporation and the Vendors have on or before the execution of this Deed handed over to the Purchaser, physical possession of the said Apartment Unit. The Purchaser has taken possession of the said Apartment to his full satisfaction after inspection and fully satisfying himself in all respects including the Plans sanctioned by the Panchayet, the actual construction of the Buildings, the Common Areas and the said Apartment made by the Promoter (including the quality and specifications thereof, the Carpet Area, the Built-Up Area and the mutually agreed Chargeable area of the said Apartment, the workmanship, specifications, quality of materials used and the structural stability of the Buildings) and confirms that the Vendors have complied with all their obligations including those under the Act and that the Purchaser has no claim of whatsoever nature against the Vendors or any of them on any account whatsoever. The Purchaser agrees, undertakes and covenants not to make any claim or raise any dispute whatsoever against the Vendors or any of them under any circumstances whatsoever.



7.4.2 On and from the date of this Deed, the Purchaser is responsible for the internal security of the said Apartment Unit and all articles, things, property and belongings within the same and to protect the same from any theft, loss, damage or destruction and to protect against any bodily injury or casualty to any person on account of any cause whatsoever. The Vendors shall not have any responsibility or liability whatsoever in this regard.

### **Schedule-A**

#### **(Title)**

The Owners own the plots of Land morefully described in **Schedule-B**, shaded '**RED**' in the annexed **Plan-A** and hereafter referred to as the "**Said Land**".

1. **Ownership of Premises No. 250, By Calcutta Chemical Co. Ltd.:** That one Calcutta Chemical Co. Ltd. purchased ALL THAT piece and parcel of bastu land measuring an area 2 (two) Bighas, 17 (seventeen) Cottahs 8 (eight) Chittacks, be the same a little more or less, along with old dilapidated R.T. shed structure measuring an area about 2500 Square feet, lying and situated at under Touzi No. 1298 of Dehi Panchannagram, Division V, Sub-Division XI of Mouza Ballygunge, Previous Holding No.136 thereafter 403 being Premises No. 250, Tiljala Road, within the local limits of Calcutta Municipal Corporation under ward No. 65, Police Station- Karaya, District 24 Parganas, from the then legal owners and occupiers namely Sri Monoranjan Singha and Sri Bhavatharam Singha by a Deed of Sale dated 17.07.1946, registered in the office of the District Sub-Registrar at Alipore and recorded in Book No. 1, Volume No. 33, Pages 259 to 266, Being Deed No. 2467 for the year 1946 and became the absolute owner of the aforesaid land free from all encumbrances and charges By a Power of Attorney dated 25<sup>th</sup> February 2023, registered with the Additional Registrar of Assurances-II, Kolkata in Book No. 1, CD Volume No. 1902-2023, Pages 88025 to 88051, being No. 190202562 for the year 2023 hereafter referred to as the "First Owner's POA" the First Owners had granted the Promoter the necessary powers required for executing the Project.

2. **Purchase of Premises No. 251, By Calcutta Chemical Co. Ltd.:** By virtue of another deed of sale the said Calcutta Chemical Co. Ltd. Purchased ALL THAT piece and parcel of Bastu land measuring an area about 8 (eight) Cottahs 8 (eight) Chittacks, be the same a little more or less, together with old dilapidated R.T. shed structures measuring an area about 500 Square feet, lying and situated at under Touzi No. 1298/2833 of Dehi Panchannagram, Division- V, Sub-Division XI of Mouza Ballygunge, being Premises No. 251, Tiljala Road, within the local limits of Calcutta Municipal Corporation under ward No. 65,

Police Station Karaya, District 24 Parganas, from the then legal owners and occupiers namely Mir Asgar Ali by a Deed of Sale, registered in the office of the District Sub- Registrar at Alipore and recorded in Book No. 1, Volume No. 44, Pages 143 to 147, Being Deed No. 2590 for the year 1950 and became the absolute owner of the aforesaid land free from all encumbrances and charges;

3. **Ownership of Calcutta Chemical Co. Ltd. In Premises Nos. 250, 251 & 253:** The said Calcutta Chemical Co. Ltd. have applied and obtain no objection Certificate from the office of competent authority under the Urban land (Ceiling and Regulation) Act, 1976 from Mayukh Bhavan, 2nd & 3rd Floor, Bidhan Nagar, Kolkata-700091 and obtain No objection certificate dated 17.08.2004 against Premises No. 250, 251 and 253, Tiljala Road, Police Station- Karaya, Kolkata-700046.
4. **Mutation & Amalgamation Premises Nos. 250, 251 & 253:** Said Calcutta Chemical Co. Ltd. applied to Kolkata Municipal Corporation for mutation and amalgamation of the above stated Premises Nos. 250, 251 and 253, Tiljala Road, into one Premises and duly recorded the Said Plots in one single Premises being municipal Premises No. 250, Tiljala Road, Kolkata-700046, under Ward No. 65, having Assessee No. 11-065-34-0194-2, having the total amalgamated plot measuring an area about 73.33 Cottahs, be the same a little more or less, together with old dilapidated R.T. shed structures measuring total structures area about 3500 Square feet and had been possessing the same by paying all taxes and outgoings and had been enjoying the said property, free from all encumbrances and charges.
5. **Absolute Ownership of Calcutta Chemical Co. Ltd. In Premises No 250:** The above mentioned circumstances said Calcutta Chemical Co. Ltd. Became the absolute owner and possessor of ALL THAT land measuring about 73.33 Cottahs (more or less), lying and situated at Premises No. 250, Tiljala Road, together with an old dilapidated R.T. shed structure measuring an area about 3500 Square feet, within the local limits of Calcutta Municipal Corporation (presently within Kolkata Municipal Corporation) under ward No. 65, Police Station Karaya, District South 24 Parganas, West Bengal.

6. **Merger of Calcutta Chemical Co. Ltd. With Henkel India Limited:** Said the Calcutta Chemical Co. Ltd thereafter on 24th day of August, 2004 was merged/absorbed with Henkel India Limited, a Company duly incorporated under the Companies Act, 1956 having its registered office at Premises No. 3, Cenotaph Road, Chennai- 600018 and its Principal Office at Premises No. 28, S. Roy Road, Kolkata-700046 and thus the said Henkel India Limited became the absolute owner of the Said Property.
7. **Ownership of Henkel India Limited:** The said Henkel India Limited, being the absolute owner of Said Property applied and obtained No objection Certificate from the office of competent authority under the Urban land (Ceiling and Regulation) Act, 1976 from Mayukh Bhavan, 2nd & 3rd Floor, Bidhan Nagar, Kolkata 700091 and obtain No objection certificate against the Said Property;
8. **Mutation:** the said Henkel India Limited, being the absolute owner of the Said Property duly mutated its names in the Office of the Kolkata Municipal Corporation, under Ward No. 65, under Assessee No. 11-065-34-0194-2 and had been enjoying by paying all taxes and outgoings, free from all encumbrances and charge.
9. **Sale by Henkel India Limited:** The said Henkel India Limited, being the absolute owner of the Said Property being seized and possessed of and sufficiently well and entitled to the Said Property sold and transferred undivided 60% of the Said Property to and in favour of Global Merchantile Private Limited, and undivided 40% of the Said Property to HTC Finance Private Limited, along with tenants in the Said Property by virtue of the registered Deed Of Sale dated 21.07.2010 at an for a valuable consideration mentioned therein registered in the office of Additional Registrar of Assurances, Kolkata and recorded in Book No. 1, Pages 4980 to 4997, and recorded in Book No. 1, Pages. 4980 to 4997, Being Deed No. 07121 for the year 2010 free from all encumbrance and charges. In the aforesaid manner said Global Merchantile Private Limited, having undivided 60% share of the Said Property and HTC Finance Private Limited, having undivided 40% share of the Said Property jointly and collectively became the lawful owners and occupiers of the Said Property, free from all encumbrances.
10. **Ownership of Global Merchantile Private Limited & HTC Finance Private Limited:** The said Global Merchantile Private Limited, having undivided 60% share of the Said Property and HTC Finance Private Limited, having undivided 40% share of the Said Property, applied and obtained "No objection Certificate" from the office of Competent

Authority under the Urban land (Ceiling and Regulation) Act, 1976, from Mayukh Bhavan, 2<sup>nd</sup> & 3<sup>rd</sup> Floor, Bidhan Nagar, Kolkata 700091 and obtained “No Objection Certificate” against the Said Property.

11. **Mutation:** the said Global Merchantile Private Limited, having undivided 60% share of the Said Property and HTC Finance Private Limited, having undivided 40% share of the Said Property jointly and collectively being seized and possessed of and sufficiently well and entitled to the Said Property and while had been in peaceful possession and enjoyment of the same duly mutated their names in the Office of the Kolkata Municipal Corporation, under Assessee No. 11-065-34-0194-2, in the Said Property by paying all taxes and outgoings and had been enjoying the Said Property, free from all encumbrances and charges;
12. **Issued Sanction Plan by the Owners:-** the abovesaid Owners applied for Sanction plan to the concerned authority and the concerned authority (Kolkata Municipal Corporation) sanctioned the building plan vide no. 2023070018 for the year 20<sup>th</sup> April, 2023.
13. **Sale by Global Merchantile Private Limited & HTC Finance Private Limited:** Said Global Merchantile Private Limited and HTC Finance Private Limited, while had been in peaceful possession and enjoyment of the Said Property, sold transferred and conveyed the Said Property, to (1) Panchmahal Realtors Private Limited, (2) Panchpushap Construction Private Limited, (3) Jhilmil Complex Private Limited, and (4) S. S. Construction, by virtue of a registered Deed of Sale dated 10<sup>th</sup> day of August, 2016 and the said Deed was registered in the office of the District Sub-Registrar III, at Alipore, 24-Parganas (South), and entered in Book No. 1, Volume No. 1603-2016, Pages 115721 to 115752, Being Deed No. 160303782 for the year 2016 and delivered khas peaceful possession thereon, free from all encumbrances and charges.
14. **Ownership of Panchmahal Realtors Private Limited & 3 Ors.:** Thus the aforesaid (1) Panchmahal Realtors Private Limited, (2) Panchpushap Construction Private Limited, (3) Jhilmil Complex Private Limited, and (4) S. S. Construction, by way of aforesaid purchase became the lawful joint owners and occupiers of and sufficiently well and entitled to Said Property.
15. **Development Agreement & Power of Attorney by the Land Owners:-** the land owners namely (1) Panchmahal Realtors Private Limited, (2) Panchpushap Construction Private Limited, (3) Jhilmil Complex Private Limited, and (4) S. S. Construction executed one registered Development Agreement dated 31<sup>st</sup> August, 2020 which was registered in the

office of Additional Registrar of Assurances-I, Kolkata recorded in Book no. 1, Volume No. 1901-2020, Pages 141679 to 141736, Being no. 190102795 for the year 2020, appointed the promoter namely M/S Biswas Infracon LLP and also executed one registered Power of Attorney dated 31<sup>st</sup> August, 2020, which was registered in the office of the Additional Registrar of Assurances-I, Kolkata, was recorded in Book no. 1, Volume No. 1901-2020, Pages 146659 to 146694, Being no. 190102914 for the year 2020, in favour of the Promoter.

16. **Ownership of S. S. Construction:** Thus the aforesaid S. S. Construction, a Partnership firm, by way of aforesaid purchase became the lawful undivided  $\frac{1}{4}$  th (one-fourth) share owner and occupier of the Said Property and sufficiently well and entitled to land measuring an area about 18 (eighteen) Cottahs, 5 (five) Chittaks and 14 (fourteen) square feet, be the same a little more or less, free from all encumbrances and charges.
17. **Sale by S. S. Construction:** Thus the aforesaid M/s. S. S. Construction, while had been in peaceful joint possession and enjoyment of aforesaid undivided  $\frac{1}{4}$  th (one-fourth) share in the said property, sold transferred and conveyed the same in favour of the Land Owners herein by a registered Deed Of Sale dated 26.07.2018, registered in the office of under Additional District Sub-Registrar, Sealdah and recorded in Book No. 1, Volume No. 1606-2018, Pages 108799 to 108839, Being Deed No. 3331 for the year 2018 and became the full and absolute sixteen anna owners of the aforesaid Property free from all encumbrances and charges.
18. **Absolute Ownership of Land Owners:** In the abovementioned circumstances, the Land Owners herein have become the sole, absolute Land Owners and possessors of the Said Property, free from all encumbrances.
19. **Revocation of Development Agreement & Power of Attorney by the Owners:** the abovesaid Owners became the joint and absolute owners, due to some unavoidable circumstances and to avoid future anamololy, decided to terminate the Development Agreement and Power of Attorney, therefore the abovesaid Owners executed one registered Deed of Revocation of Joint Venture Agreement on 20<sup>th</sup> April, 2024, which was registered in the office of Additional Registrar of Assurances-I, Kolkata and recorded in Book no. 1, Volume No, 1901-2024, Pages 136975 to 136989, Being no, 19013429 for the year 2024 and simultaneously executed one registered Deed of Revocation of Power of Attorney dated 20<sup>th</sup> April, 2024, which was registered in the office Additional Registrar of Assurances-I, Kolkata and recorded in Book no. 1, Volume No. 1901-2024, Pages 4958 to

4969, Being no. 1901176 for the year 2024.

**20. Execution of Development Agreement & Power of Attorney by Owners herein:-** the Owners herein further intent to execute one Development Agreement in favour of the Promoter herein and therefore the Owners and Promoter herein executed one registered Development Agreement dated 20<sup>th</sup> April, 2024, which was registered in the office of Additional Registrar of Assurances-I, Kolkata , was recorded in Book no. 1, Vol. no. 1901-2024, Page 147567 to 147629, Being no. 190103431 for the year 2024 and simultaneously the Owners executed one registered Power of Attorney dated 20<sup>th</sup> April, 2024 in favour of the Promoter herein which was registered in the office of Additional Registrar of Assurances-I, Kolkata and was recorded in Book no.-1, Volume No.- 1901-2024, Pages 161865 to 161884, Being no. 190103435 for the year 2024.

**Schedule- B**

**(Said Premises)**

**ALL THAT** piece and parcel of land measuring about **73.33** (Seventy Three Point Thirty Three) Cottah, be the same a little more or less, lying and situated at municipal **Premises No. 250, Tiljala Road**, within the local limits of Ward No. 65 of Kolkata Municipal Corporation, having Assessee No. **11-065-34-0194-2**, Post Office Gobinda Khatick Road, Police Station Karaya, Kolkata 700046, under Additional District Sub-Registrar, Sealdah, in the District of South 24 Parganas, West Bengal and the Said Property is delineated and demarcated on the **Plan A** annexed hereto and bordered in colour **Red** thereon And the Said Property is butted and bounded as follows-

ON THE NORTH	:	By Premises No. 147, Tiljala Road
ON THE SOUTH	:	By Premises No. 35, Tiljala Road
ON THE EAST	:	By 40'-0" Wide Road
ON THE WEST	:	By the Railways Line

**Schedule -C**

**(Common Areas)**

Upon completion of the Said Project, the Common Portions will, interalia, have the

following, some of which will be common for the usage of the Complex:

- 1) Sewerage,
- 2) Water filter Plant,
- 3) Roads, installations, signage and security arrangements,
- 4) The water pump, the pump room, water reservoirs, tube-wells and the distribution pipes from the same to the Building,
- 5) Fire Fighting and protection system,
- 6) Playing area for children,
- 7) Fences, hedges boundary walls and main gate of the Complex,
- 8) The air conditioned community hall & Club,
- 9) Generator for the common areas, office, store room, space to be used by the Promoter/FMC/Association, Ramps, driveway except the car parking spaces,
- 10) Any park and any other facility and or amenity to be used in common in or about the Complex.
- 11) Generator for operations of elevators, lighting of the common areas, pumps and common utilities of the Buildings.
- 12) The Entrance Lobby and the lobbies on each of its floors and the staircase from the ground floor upto the terrace,
- 13) Ultimate roof of the Building,
- 14) Elevators,
- 15) System for telephone (intercom),
- 16) Overhead water tank and distribution pipes from overhead water tank to the different Units and from the reservoir to the overhead tank,
- 17) Electrical wiring and fittings and fixtures for lighting the staircase lobby, the common areas for operating the lift, the water pump and motor, and from the ground floor to all the Units and the main switch, Meters, Sub-Meters and other fittings, transformer and the electrical.

#### **Schedule-D**

**(Easements & Restrictions)**

- i) The right of ingress to and egress from the Unit/Apartment over the Common Passages and Lobbies including the right of way over the driveways and pathways, with or without vehicles.
- ii) The right of access to wires, cables and other equipment and of utilities including connections for water, electricity, telephone, cable-TV, internet and all other utilities to and through both the Common Portions from ducts and spaces specifically provided therefore.
- iii) The right of support, shelter and protection of each portion of the Project by the other portions thereof.
- iv) Such other rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part or parcel of the Unit or necessary for the exclusive use or enjoyment thereof by the Co-owners in common with each other subject however to the other conditions herein.
- v) The right of the Co-Owners, with or without workmen, and necessary materials to enter into all parts of the Complex, the Concerned Block and all the other Units therein for repairs at day time upon giving 48 (forty-eight) hours prior notice to the persons affected thereby *provided however* that no prior notice or timing shall be required in emergency circumstances.

other subject however to the terms, conditions and covenants mentioned in this Deed including in particular in **Schedule-E** hereto.

- 1. The right of the Unit Owners, with or without workmen, and necessary materials to enter into all parts of the Premises, including all the Units therein for repairs at daytime upon giving 48 (forty-eight) hours prior notice to the persons affected thereby provided however that no prior notice or timing shall be necessary in emergent circumstances.

**Schedule-E**

**(Purchaser's Covenants) Part-I**

**(Specific Covenants)**

- 1. **The Purchaser agrees undertakes and covenants to:**
  - a) comply with and observe the rules, regulations and bye-laws framed by the Promoter/Maintenance Agency/Association (upon formation) from time to



time;

- b) permit the Maintenance Agency and its men, agents and workmen to enter into the said Apartment or any part thereof for causing necessary repairs and maintenance or to set right any defect for the Common Purposes or the Project with prior reasonable notice except in case of emergency/urgency;
- c) deposit the amounts for various purposes as required by the Promoter and/or the Maintenance Agency/Association (upon formation);
- d) use and occupy the said Apartment only for the purpose of residence and shall not be entitled to and shall not kill, slaughter or otherwise harm or injure animals, livestock or birds etc. within the Buildings and/or the Premises or on any portion thereof;
- e) use the Common Areas mentioned in **Schedule C** without causing any hindrance or obstruction to other Unit Owners and occupants of the Buildings;
- f) keep the said Apartment and party walls, sewers, drains, pipes, cables, wires, entrance and main entrance serving any other Unit in the Buildings and/or in the Premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Units and parts of the Buildings;
- g) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Apartment or the 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;
- h) maintain and/or remain responsible for the structural stability of the said Apartment 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 Purchaser undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. 150/- per square feet of the Chargeable area of the said Apartment Unit together with applicable Goods and Services Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 30 (Thirty) days from being called upon to do so by the Promoter;
- i) maintain the said Apartment at his own costs in good repair and condition and shall not do or suffer to be done anything in or to the Buildings or the said Apartment or the Common Areas which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment and shall keep the said Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging in good and tenantable

repair and maintain the same in a fit and proper condition and ensure that the support, shelter, etc. of the Buildings is not in any way damaged or jeopardized;

- i) use and enjoy the Common Areas mentioned in **Schedule C** only to the extent required for ingress to and egress from the said Apartment of men, materials and utilities;
- j) be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other Unit Owners. The main electric meter shall be installed only at the common meter space. 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 Buildings, the Premises and outside walls of the Buildings save in the manner indicated by the Promoter/Maintenance Agency (upon formation);
- k) bear and pay the Common Expenses and all other costs, expenses and outgoings in respect of the Premises proportionately and the said Apartment Unit wholly and the same shall initially be payable to the Promoter/Maintenance Agency/Association (upon formation) ;
- l) pay Panchayet and all other rates, taxes, levies, duties, charges, impositions, outgoings and expenses in respect of the Buildings and the Premises proportionately and the said Apartment Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Apartment Unit;
- m) pay for other utilities consumed in or relating to the said Apartment Unit;
- n) allow the other Unit Owners the right to easements and/or quasi-easements;
- o) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Panchayet Taxes and other taxes and payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier;
- p) make payment of applicable Goods and Services Tax that may be payable in respect of all amounts to be paid by the Purchaser to the Promoter, the Maintenance Agency and/or Association in terms of the Agreement and/or this Deed as also to pay all other taxes payable by the Purchaser in terms of the Agreement and/or this Deed;
- q) observe and comply with such other covenants as be deemed reasonable by the Promoter for the Common Purposes; and

- r) abide by observe fulfill and perform all rules and regulations applicable to the user of the Mechanical Car Parking. The Purchaser accepts and acknowledges that any use of the parking facility if taken by the Purchaser in the Mechanical Car Parking Level shall be subject to force majeure and subject to interruptions and inconvenience for which the Purchaser shall not hold the Vendors liable or responsible in any manner;
2. the Purchaser has agreed and covenanted:
- a) not to damage, demolish or cause to be damaged or demolished the said Apartment or any part thereof;
  - b) not to do anything that may affect the structural strength of the beams, columns, partition walls or any portion of the Buildings and not to make changes of a permanent nature except with the prior approval in writing of the Promoter/Maintenance Agency/Association (upon formation) and with the sanction of the authorities concerned;
  - c) not to put any name plate or letter box or neon-sign or board or publicity material or advertisement material on the face façade of the Buildings or anywhere on the exterior of the Project or the Buildings or in the Common Areas or on the outside wall of the Buildings save at the place as be approved or provided by the Promoter Provided However That nothing contained herein shall prevent the Purchaser to put a decent nameplate on the outface of the main door of the said Apartment;
  - d) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Apartment or any portion thereof and not to change the colour or design of balcony, balcony railings, window grills, and/or change the outer elevation of the said Apartment or the Buildings under any circumstance;
  - e) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Unit or any part of the Buildings or the Premises or may cause any increase in the premium payable in respect thereof;
  - f) not to make or permit or play any disturbing noises or loud sounds or music in the Premises or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other occupiers of the Buildings and/or disturb them;
  - g) not to 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;
  - h) not to install or use any shades, awnings, window guards or ventilators excepting such as shall have been approved by the Maintenance

Agency/Association;

- i) not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation;
- j) not to decorate the exterior of the Buildings otherwise than in the manner agreed by the Promoter in writing or in the manner as near as may be in which it was previously decorated and also not to alter or permit any alteration in the outside colour scheme of the exposed walls of the verandahs lounge or any external walls or the fences of external doors and windows including grills/gates of the said Apartment Unit which in the opinion of the Maintenance Agency differ from the colour Scheme of the Buildings or deviation or which in the opinion of the Maintenance Agency may affect the elevation in respect of the exterior walls of the Buildings and/or the Premises;
- k) not to deposit or throw or permit to be deposited or thrown any garbage, rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other common areas or installations of the Buildings and the Premises and to deposit the same in such place only in the Premises and at such time and in such manner as the Maintenance Agency may direct;
- l) not to store or allow anyone to store any furniture goods articles or things in or around the staircase, lobby, landings or other common areas or installations of the Buildings and in case any deviation, breach, violation or default of this sub-clause the Purchaser undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. 2500/- (Rupees Two Thousand Five Hundred ) per day together with applicable Goods and Services Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 30 (Thirty) days from being called upon to do so by the Promoter;
- m) not to store in the said Apartment Unit or any part of the Premises any hazardous, combustible, inflammable, injurious or obnoxious article likely to injure, damage or prejudicially affect or expose the Premises or any part thereof and/or the Premises and/or any neighbouring property to any risk of fire or any accident;
- n) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Buildings;
- o) not to claim any right over and/or in respect of any terrace or roof (other than the use of the Common Roof Area only) of the Buildings or any open land at the Premises or in any other open or covered areas of the Buildings and the Premises not meant to be a common area or portion;
- p) not to object to or hinder sanction of further/additional vertical/horizontal or other constructions or to the resultant variation in the Proportionate share and the Purchaser shall not object to the changes and/or inconvenience caused due

to such construction being made by the Promoter from time to time even after the Date of Possession;

- q) not to make or cause, directly or indirectly, any obstruction, interruption, hindrance, impediment, interference or objection in any manner and/or for any reason whatsoever, relating to or concerning the construction or completion or sale of the Buildings and/or the Apartments therein and/or the Commercial Spaces by the Promoter at any time, whether before or after grant of access to the said Apartment Unit for the purpose of Internal Flat Finishing and/or the Date of Possession and/or delivery of possession of the said Apartment Unit to the Purchaser, notwithstanding there being temporary inconvenience in the use and enjoyment of the said Apartment Unit by the Purchaser and to be responsible and liable for all losses and damages which the Promoter may suffer in this regard due to any default by the Purchaser;
- r) not to object, obstruct or create any hindrance to the Promoter making Additional/Further Constructions subsequently and/or granting similar rights to the owners and occupiers thereof in respect of the Common Areas;
- s) not to object, obstruct or create any hindrance to the use of the Common Areas particularly those mentioned in Part-III of **Schedule C** by the owners and occupiers of all Apartment Units and/or Commercial Units and/or other spaces of the Project as also the Additional/Further Constructions and not to object, obstruct or create any hindrance to the common use of the Common Areas;
- t) not to shift or obstruct any windows or lights in the said Apartment or the Buildings and not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Apartment without the prior consent in writing of the Promoter and/or the Association;
- u) not cover the Common Areas, fire exits and fire refuge platform and balconies/terraces (if any) of the said Apartment;
- v) not to block or occupy or encroach upon or obstruct or keep any article or goods in any pathways, passages, corridors, stairways, entrances or lobby or any of the Common Areas in any manner whatsoever;
- w) not hang or cause to be hung clothes from the balconies of the Said Apartment;
- x) not to park or allow anyone to park any car at any place other than the space earmarked for parking car(s) of the Purchaser, if any, mentioned in **Part II of Schedule G**;
- y) not to sell, transfer, let out or part with possession of the said Car Parking Space, if so agreed to be acquired by the Purchaser hereunder, independent of

the said Apartment and to use the same only for the purpose of parking of a motor car;

- z) not to use the said Apartment Unit for any purpose save and except for residential purpose and not to use the said Apartment Unit for any commercial, business or professional purpose including without limitation, as a doctor's chamber, diagnostic or testing unit, nursing home, computer or educational training centre, repairing centre, commercial guest house, Club House, Eatery, boarding house, lodge, business centre, etc or for commercial, illegal or immoral purposes or in any manner that may cause nuisance to occupiers of the other portions of the Buildings;
- aa) not to do any addition, alteration, structural changes, construction or demolition in the said Apartment Unit without prior written permission from the Panchayet and other concerned authorities as also the Promoter/Maintenance Agency/Association (upon formation) and also subject to the condition that the same is not restricted under any other provision of the Agreement and/or this Deed;
- bb) not to raise or put up any kutchra or pucca constructions, grills, walls or enclosure of any kind around the said Car Parking Space 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;
- cc) not to make any claim of any nature whatsoever in respect of the Premises other than the said Apartment Unit hereby transferred and the common enjoyment of the Common Areas described in the **Schedule C**;
- dd) not to inscribe, install or expose any sign, notice or advertisement on or at a window or other part of the Buildings and shall not project anything out of any window of the Premises;
- ee) not to keep or harbour any bird or animal in the Common Areas of the Premises;
- ff) not to make claim of any right of pre-emption or otherwise regarding any of the other Units or any portion of the Buildings and/or the Premises;
- gg) not to install any air-conditioner except at the spaces that may be specified by the Promoter for installation of the split type air-conditioner and its Outdoor Unit and at no point of time to change the position or arrangement for the installation of air-conditioner without prior written consent of the Promoter or the Association and under no circumstances to install any window type air-conditioner;
- hh) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any portion of the Buildings and the Premises not forming part of the Common Areas;
- ii) not to install any external wires or cables that may be visible outside the said Apartment;
- jj) not to put any film, whether coloured, reflective or otherwise on the windows/glass, whether external or internal;
- kk) not to install any false ceiling in the said Apartment without first making provision for the fire sprinkler and fire alarm system to be appropriately

installed at the costs of the Purchaser in the manner that the same are visible and operative externally and outside the false ceiling and do not adversely affect the fire safety;

- ll) not to subdivide the said Apartment Unit and/or the said Car Parking Space, if allotted, or any portion thereof;
  - mm) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any of Exclusive Open Terraces in the Buildings and the Premises save and except the said Exclusive Open Terrace, if any, mentioned in **Schedule G**;
  - nn) not to carry on or permit to be carried on at the said Apartment Unit or any part thereof at any time any dangerous, noisy, obnoxious or offensive act or any nuisance or do any act, matter or thing which may cause annoyance or inconvenience to the other Unit Owners/occupiers of the Premises and/or the neighborhood;
  - oo) not to use the said Apartment Unit in a manner that may pose a risk of damage to the environment and not to engage in any activity which could subject the Promoter to any liability under environmental laws or any other laws;
  - pp) not to interfere in any manner with the right, title, interest or entitlement of the Vendors and/or their transferees in respect of other Units;
  - qq) not to do anything that may be contrary to the terms, conditions, restrictions, stipulations and covenants contained in the Agreement and/or this Deed of Conveyance;
  - rr) not to change the Project name and its logo under any circumstances whatsoever;
3. The Purchaser agrees, undertakes and covenants not to make or cause, directly or indirectly, any objection, interruption, interference, hindrance, obstruction or impediment for any reason or in any manner whatsoever relating to the Premises or concerning the development, construction, or completion of the Premises including the Common Areas and/or any further extension, expansion, construction, addition or alteration therein from time to time and/or the transfer, sale or disposal of any Apartment Unit or Commercial Unit of the Premises or any portion thereof by the Vendors.
  4. The Purchaser agrees undertakes and covenants not to question at any time whatsoever on any basis or account whatsoever mutually agreed computation of the Chargeable Area of the said Apartment mentioned in the **Schedule-G** hereto and not to claim or demand details or calculations of the aforesaid fixed percentage under any circumstances whatsoever.
  5. The Purchaser shall have no connection whatsoever with the other Unit Owners and there shall be no privity of contract or any agreement or

arrangement as amongst the Purchaser and the other Unit Owners (either express or implied) and the Purchaser shall be responsible to the Promoter for fulfilment of the Purchaser's obligations irrespective of non-compliance by any other Unit Owner.

6. Notwithstanding anything to the contrary contained elsewhere in this Deed, the Purchaser shall pay the Maintenance Charges, Panchyat Tax/other Taxes in respect of the said Apartment Unit as also other costs, expenses and outgoings in respect of the said Apartment Unit after 30 days from the issue date of Notice for Possession.
7. The stamp duty, registration fees and incidental expenses in respect of this Deed of Conveyance are being paid and borne by the Purchaser. The Goods and Services Tax payable in respect of the Agreed Consideration mentioned in this Deed as also the other amounts and/or Deposits that have been paid and/or are payable by the Purchaser, shall be borne and paid by and be the sole liability of the Purchaser who agrees and undertakes to make payment of the same even if the same are found payable and/or demanded in future. The Purchaser hereby indemnifies the Vendors fully regarding the above.
8. The Project and the Buildings constructed at the Premises have been named as "NUCLEUS" and the same shall always be known by the said name. The Purchaser and/or the Unit Owners and/or the Association and/or the Maintenance Agency shall not be entitled to change the said name under any circumstances whatsoever and shall not remove the signage of the Buildings' name that has been installed at the Premises.
9. The Purchaser may deal with or dispose of or assign or alienate or transfer the said Apartment Unit subject to the following conditions:
  - a. The said Apartment Unit shall be one single indivisible unit/lot for all purposes and shall not be partitioned or dismembered in parts and shall not be sold or transferred in divided or demarcated parts by the Purchaser. 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.
  - b. The transfer of the said Apartment Unit by the Purchaser shall not be in any manner inconsistent with the Agreement and/or this Deed of Conveyance and the covenants contained in the Agreement and/or herein shall run with the land and/or transfer. The person(s) to whom the Purchaser may transfer/alienate the said Apartment Unit shall automatically be also bound by the same terms, conditions, covenants, stipulations, undertakings and obligations as applicable to the Purchaser by law and/or by virtue of the Agreement and/or this Deed of Conveyance.
  - c. All the dues including outstanding amounts, interest, Maintenance Charges, electricity charges, Panchayet taxes and other taxes etc. relating to the said Apartment Unit payable to the Vendors, the Maintenance Agency, the



Association and the Panchayet and other concerned persons/entities are paid by the Purchaser in full prior to the proposed transfer/alienation. Such dues, if any, shall in any event, run with such proposed transfer and the transferee shall be liable to make payment of the same.

10. The Purchaser shall not claim any partition of the said Land comprised in the Premises.
11. The Purchaser agrees, undertakes and covenants not to make any claim of any nature whatsoever against any person who has been granted any right by the Vendors in respect of the Premises or any portion thereof nor against the Vendors with regard thereto nor shall in any manner obstruct such user and/or enjoyment.
12. The Purchaser shall be responsible for and shall keep the Vendors and the Maintenance Agency indemnified of from and against all damages, claims, demands, costs, charges, expenses and proceedings occasioned relating to the Premises or any part of the Buildings or to any person due to any negligence or any act, deed, thing or omission made done or occasioned by the Purchaser and shall keep the Vendors and the Maintenance Agency indemnified of from and against all actions claims proceedings costs expenses and demands made against or suffered by the Vendors and the Maintenance Agency as a result of any act, omission or negligence of the Purchaser or the servants, agents, licensees, invitees or visitors of the Purchaser and/or any breach or non-observance by the Purchaser of the Purchaser's covenants and/or any of the terms herein contained.
13. In case of there being a failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Purchaser to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under the Agreement or this Deed of Conveyance or otherwise under law, then the Vendors and/or the Association shall be entitled to issue a Notice to the Purchaser calling upon the Purchaser to rectify, remedy, make good or set right the same within one month from the date of issue of such Notice. If the Purchaser does not comply with the said Notice to the satisfaction of the Vendors and/or the Association within the above time, then the Purchaser shall be liable to pay compensation and/or damages that may be quantified by the Vendors and/or the Association in addition to the Purchaser being compelled to rectify, remedy, make good or set right the same as also withholding use of the Common Areas by the Purchaser.
14. If any act or omission of the Purchaser results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or the construction of the Buildings 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 Unit or portion of the Buildings, then in that event the Purchaser shall be liable to pay to the Vendors compensation and/or damages that may be quantified by the Vendors.

15. Besides the aforesaid rights, the Vendors shall also be entitled to enforce any other right to which the Vendors may be entitled to in law by reason of any default or breach on the part of the Purchaser.
16. The Vendors shall compensate the Purchaser in case of any loss caused to him due to defective title of the land on which the Building containing the said Apartment has been constructed that is known to the Vendors but has not been disclosed to the Purchaser or which the Purchaser could not have found out inspite of due diligence and care, in the manner as provided under the Act subject to the Purchaser not having committed default or violation or breach or non-compliance of any of the terms and conditions of the Agreement or this Deed and subject to the Purchaser having made timely payments of all amounts under the Agreement and/or this Deed and/or otherwise required under law. It is further made clear that under no circumstances shall the Vendors be liable for any defective title not created by the Vendors and/or any defect that existed prior to the purchase of the land.
17. The Promoter/Maintenance Agency/Association of Unit Owners shall have rights of unrestricted access to all Common Areas mentioned in **Schedule C** as also the garages/covered parking and Car Parking Spaces for providing necessary maintenance and repair services and the Purchaser agrees to permit the Promoter/Maintenance Agency/Association of Unit Owners to enter into the said Apartment or any part thereof after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to cause necessary repairs and maintenance and set right any defect.
18. In case there are joint Purchasers, all communications shall be sent by the Vendors to the Purchaser whose name appears first and at the address given by him which shall for all intents and purposes be considered as properly served on all the Purchasers.
19. The General Terms and Conditions (GTC) on the basis of which the transaction has been entered into shall continue to be valid and subsisting and shall be deemed to be a part of the Agreement as also this Deed of Conveyance. Waiver or limitation of any right or interest and/or any consent given by any party in the GTC, Agreement and/or this Deed of Conveyance and/or any part hereof and/or in any document hereafter, shall be valid and binding.
20. The transaction contemplated herein is a single transaction of sale and purchase of the said Apartment Unit and does not constitute any Party to be the agent of the other Party and no form of service is contemplated. It is further hereby expressly intended and agreed by and between the parties hereto that nothing herein contained shall be construed to be a "Works Contract" and it is hereby further intended and agreed by and between the parties hereto that in the event the Vendors are liable to make payment of any

Sales Tax, VAT, Works Contract Tax, Goods & Services Tax or any other statutory tax, duty or levy in respect of the Agreement or this Deed of Conveyance or the transfer of the said Apartment contemplated hereby, the Purchaser shall be liable to and agrees to make payment of the same even after execution and registration of this Deed of Conveyance.

21. All rights and obligations of the Promoter and the Owners inter se shall be governed by the Development Agreement which shall override anything contained herein which is contrary to or inconsistent with such rights and obligations.

## Part - II

### (Maintenance)

1. The Premises, the Buildings and the Common Areas shall be managed and maintained by the Promoter/Maintenance Agency/Association (upon formation)
2. The Purchaser shall accept the rules and regulations made by the Promoter/Maintenance Agency/Association (upon formation) (**Rules**) and shall diligently observe, perform and comply with the same.
3. The Maintenance Agency shall function at the costs of the Unit Owners and will work on the basis of advance payments and/or reimbursements of all costs and outgoings for Common Purposes, including establishment costs and costs of its formation and/or operations and requirements for doing and/or making provisions for repairs painting replacements and renovations and for unforeseen eventualities.
4. The Maintenance Agency shall collect and pay all rates, taxes and outgoings, including for insurance of the Buildings and the Premises, which are not separately charged or assessed or levied on the Unit Owners.
5. The Purchaser shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by Promoter/Maintenance Agency/Association (upon formation), within the prescribed due date, failing which the Purchaser shall pay interest at the same rate prescribed in the Rules for delayed payments, for the period

of delay, computed from the date the payment became due till the date of payment, to the Promoter/Maintenance Agency/Association (upon formation), as the case may be, and there shall be restriction on sale, transfer, lease or tenancy of the said Apartment Unit till the dues are fully paid as also damages suffered or costs incurred, if any, due to delay in making payment or for realization. The liability to pay interest shall be without prejudice to the right

of the Maintenance Agency under Clause 8 below.

6. Apportionment of any liability of the Purchaser in respect of any item of expenses, taxes, dues, levies or outgoings payable by the Purchaser pursuant to this Deed or otherwise shall be Proportionate.
7. The Maintenance Charges payable by the Purchaser after 30 days from the issue date of Notice for Possession, shall be payable on a quarterly basis on the basis of the bills to be raised by Promoter/Maintenance Agency/Association (upon formation), such bills being conclusive proof of the liability of the Purchaser in respect thereof. The Maintenance Charges shall be decided by the Promoter from time to time subject to a minimum of Rs. 3/- per square feet of Chargeable area per month for the said Apartment together with applicable Goods and Services Tax. The Promoter/Maintenance Agency/Association shall be entitled to revise and increase the Maintenance Charges from time to time and the Purchaser shall not be entitled to object thereto. In addition to the Maintenance Charges, the Allottee shall be liable to make payment of Management Fees at the rate of 5% percent of the Maintenance Charges to the Promoter till the handover of the maintenance to the Association.
8. The Purchaser also admits and accepts that the Promoter/Maintenance Agency/Association shall also be entitled to withdraw, withhold, disconnect or stop all or any services, facilities and utilities to the Purchaser and/or the said Apartment Unit including water supply, electricity, user of lift etc., in case of default in timely payment of the Maintenance Charges, Electricity Charges, Corporation taxes, Common Expenses and/or other payments by the Purchaser after giving 15 days notice in writing.
9. The Purchaser shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all costs and expenses relating to the Mechanical Car Parking System (including its running, maintenance, operation, repair, replacement, renovation, insurance etc.) proportionately irrespective of whether the Purchaser has facility of parking thereat as also such costs and expenses may be charged from the Purchaser as part of the Maintenance Charges or proportionate Common Expenses or separately as the Maintenance Agency may deem fit and proper.
10. The Purchaser shall co-operate with the other Unit Owners, and the Maintenance Agency in the management and maintenance of the Premises and shall observe and comply with such covenants as be deemed reasonable by the Maintenance Agency for the Common Purposes.
11. All rights and entitlements of the Maintenance Agency shall be the rights and entitlements of the Promoter until the Association is formed and starts functioning effectively and till that time the Promoter shall maintain the

Buildings and collect all funds, deposits, charges and expenses including the Maintenance Charges, Common Expenses, Deposits/Advances for Sinking Fund, Deposits/Advances for Maintenance Charges and Deposits/Advances for Panchayet taxes.

### **Part - III**

#### **(Association)**

1. The Promoter shall take steps for formation of the Association. Any association, company, syndicate, committee, body or society formed by any of the Unit Owners without the participation of the Promoter shall not be entitled to be recognized by the Promoter and shall not have any right to represent the Unit Owners or to raise any issue relating to the Buildings or the Premises. The maintenance of the Buildings shall be made over to the Association within the time mentioned in the West Bengal Apartment Ownership Act, 1972 and upon such making over, the Association shall be responsible for the maintenance of the Buildings and the Premises and for timely renewal of all permissions, licenses, etc. After handing over of the maintenance of the Premises to the Association, the Promoter shall transfer and make over the Deposits to the Association after adjusting its dues, if any.
2. All the Unit Owners including the Unit Owners of the Commercial Units as also the Purchaser herein shall become members of the Association without raising any objection whatsoever and abide by all the rules, regulations, restrictions and bye-laws as be framed and/or made applicable by the Promoter.
3. All papers and documents relating to the formation of the Association shall be prepared and finalized by the Promoter and the Purchaser hereby consents to accept and sign the same on or before possession.
4. The employees of the Maintenance Agency for the Common Purposes such as watchmen, security staff, caretaker, liftmen, sweepers etc. shall be employed and/or absorbed in the employment of the Association with continuity of service on the same terms and conditions of employment subsisting with the Maintenance Agency and the Purchaser hereby consents to the same and shall not be entitled to raise any objection thereto. After handing over of maintenance to the Association, all subsequent employment shall be done by the Association.
5. The rules and regulations of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect and any contrary rules, regulations and/or amendments of the Association shall be void ab initio.
6. Rs.3000/- relating to the formation of the Association shall be borne and paid

by all Unit Owners of the Buildings including the Purchaser herein.

7. Any association of whatsoever nature or nomenclature formed by any of the Unit Owners without the participation of all Unit Owners shall not be entitled to be recognised by the Vendors and shall not have any right to represent the Unit Owners or to raise any issue relating to the Buildings or the Premises.
8. The Association, when formed, shall be owned and controlled by the Unit Owners proportionately and all its decisions shall be by majority of votes according to proportionate interest, and not number of members. The Unit Owners (including the Purchaser) may amend and/or modify the rules and regulations of the Association by three-fourths majority subject to the condition that no amendment or modification shall be valid if it is contrary to or in violation of any of the terms and conditions contained in the several Deeds of Conveyance executed/to be executed by the Vendors in favour of the Unit Owners.
9. The certified copies of title deeds relating exclusively to the Premises along with related documents shall be handed over by the Vendors to the Association within 3 (three) months of handing over of maintenance of the Buildings to the Association. The original title deeds shall be retained by the Owners since the Owners are retaining the Owners' Retained Area and the said original title deeds will be its documents of title in respect thereof as no Deed of Conveyance for the Owners' Retained Area is required to be executed in favour of the Owners.
10. After the maintenance of the Buildings is made over to the Association, the Association may either manage the maintenance of the Buildings on its own or through any other third party or agency who shall carry out its duties in accordance with the terms and conditions contained in the several Deeds of Conveyance executed by the Vendors in favour of the Unit Owners.
11. The Association shall, upon its formation, be entitled to all the rights with regard to the Common Areas/Purposes.
12. The Maintenance Charges and proportionate Common Expenses shall be paid by the Purchaser irrespective of whether or not the Purchaser uses or is entitled to or is able to use any or all of the Common Areas and also irrespective of whether or not the Purchaser is granted facility of parking any car in the Mechanical Car Parking System by the Promoter 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 Purchaser in respect of the said proportionate Common Expenses and/or Maintenance Charges. Any use of the Mechanical Car Parking System by the Unit Owners including the Purchaser shall be subject to Force Majeure and interruptions, inconveniences and mechanical faults associated with its use and the Promoter and the Maintenance Agency shall not be responsible or liable in any manner for any

defect, deficiency, accident, loss or damage relating to or arising out of the same and the Purchaser hereby consents to the same and agrees to keep the Vendors fully indemnified in respect thereof.

13. From the date of offering the handing over of maintenance to the Association, the Vendors shall not have any responsibility whatsoever regarding the Buildings and the Premises and/or any maintenance, security, safety or operations including relating to fire fighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, installations, meters and connection, etc and/or for any statutory compliances, permissions and licenses regarding the Premises and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Unit Owners including the Purchaser and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses.
14. The Unit Owners including the Purchaser and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire licence, etc. and the Vendors shall sign necessary papers upon being requested by them in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of offering the handing over of maintenance, the Vendors and/or their respective directors, employees or agents shall have any liability or responsibility whatsoever under any circumstance.

#### **Part - IV**

##### **(Common Expenses)**

1. **Association:** Establishment and all other capital and operational expenses of the Association.
2. **Common Utilities:** All charges and security deposits for supply, operation and maintenance of common utilities.
3. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment.
4. **Litigation:** After handing over of possession all litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing,

white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas of the Premises, including the exterior or interior (but not inside any Unit) walls of the Buildings.

6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas of the Premises, including Mechanical Car Parking System, lifts, generator, changeover switches, WTP, STP, Solar System, EV Charging Units, CCTV, if any, EPABX if any, pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas of the Premises.
7. **Rates and Taxes:** Panchayet Tax, surcharge, Multistoried Buildings Tax, Water Tax and other levies in respect of the Buildings and/or the Premises save those separately assessed on the Purchaser.
8. **Staff:** The salaries of and all other expenses on 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.
9. **Mechanical Car Parking System:** All fees, costs, charges, taxes and expenses for managing, maintaining and up-keeping the Mechanical Car Parking System including periodic maintenance, repair, replacement, renovation, overhaul, insurance, deployment of personnel and agency for its operation and other purposes, security, protection, depreciation, etc.
10. **Management Fees :** The Allottee shall be liable to make payment of Management Fees at the rate of 5% percent of the Maintenance Charges to the Promoter till the handover of the maintenance to the Association.
11. **General & Out Pocket Expenses:** All other expenses and/or outgoings including litigation expenses, if any, as may be incurred by the Maintenance Agency/ Association for the Common Purposes.

### Part – V

#### (Mutation, taxes and impositions)

1. The Purchaser shall apply for within 30 days from the date of execution of this Deed and obtain within three months thereafter, mutation, separation and/or apportionment of the said Apartment Unit in his own name without in any way making or keeping the Vendors liable and/or responsible in this regard on any account whatsoever. The Vendors shall co-operate with the



Purchaser in this regard and shall sign necessary papers including no objection, consent etc., if and when required in the manner agreed upon.

2. Until such time as the said Apartment Unit be separately assessed and/or mutated, all rates, taxes, outgoings and/or impositions levied on the Premises and/or the Buildings (**Impositions**) shall be proportionately borne by the Purchaser.
3. Besides the amount of the Impositions, the Purchaser shall also be liable to pay the penalty, interest, costs, charges and expenses for and in respect of all or any of such taxes or Impositions (**Penalties**), proportionately or wholly, as the case maybe.
4. The liability of payment by the Purchaser of Impositions and Penalties in respect of the said Apartment Unit would accrue with effect from the date of grant of the Completion Certificate.
5. The Maintenance Agency shall be at liberty to pay such sums from time to time as it may deem fit and proper towards the Impositions or Penalties and recover the share of the Purchaser thereof from the Purchaser.

**Schedule-F**

**[Agreed Consideration]**

Agreed Consideration for the transfer of the said Apartment Unit as defined in this Deed.

**Rs.**

\_/-

(Rupees \_\_\_\_\_ only)

**Schedule-G**

**Part-I**

“Said Apartment”

**PART-II**

“Said Car Parking Space”

**ALL THAT** the right to park medium sized car in:

- (i) \_\_\_\_\_ covered agreed car parking space no. \_\_\_\_\_  
in the ground floor of the Buildings;
- (ii) \_\_\_\_\_ open agreed car parking space no. \_\_\_\_\_  
in the open space surrounding or adjacent to the Buildings;
- (iii) \_\_\_\_\_ car(s) in the Mechanical Car Parking System in the Upper  
/ Lower Level being no.

The said Car Parking Space is delineated in **YELLOW** borders in the Car Parking Plan annexed hereto.

8. **Execution and Delivery:**

**In Witness Whereof** the parties have executed these presents on the day, month and year first above written.

**Executed and Delivered**  
by the Owners

**Executed and Delivered**  
by the Promoter

Executed and Delivered  
By the Purchasers

Prepared by:

**Memo of Consideration**

**RECEIVED** of and from the within-named Purchaser the within-mentioned sum of **Rs.** \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) being the Agreed Consideration for sale of the said Apartment Unit under these presents.

**Witnesses:**