

DEED OF CONVEYANCE

1. Date: _____ Day of _____, 202__ (Two Thousand And Twenty-_____)

2. Place: Kolkata

3. Parties:

GURUKUL HOMES PVT. LTD

Rish Jansal
Director

1. **M/s. Tarama Apartment Private Limited (PAN AACCT8500F)**, a Private Limited Company governed under the Companies Act, 2013, having its registered office at 61A, Park Street, 2nd Floor, Room No. 22, Post Office Park Street, Police Station Park Street, Kolkata – 700016.
2. **M/s. Sri Narasingh Infrastructure Private Limited, (PAN AALCS3829B)**, a Company governed under the Companies Act, 2013 and having its registered office at 5, Raja Subodh Mullick Square, Post Office Bowbazar, Police Station Muchi Para, Kolkata - 700 013.
3. **M/s. Action Vanijya Private Limited (PAN AAICA5032D)**, a Private Limited Company governed under the Companies Act, 2013, having its registered office at 61A, Park Street, 2nd Floor, Room No. 22, Post Office Park Street, Police Station Park Street, Kolkata – 700016.
4. **M/s. Calgary Merchants Private Limited, (PAN AABCC7508F)**, a Company governed under the Companies Act, 2013 and having its registered office at 61A, Park Street, 2nd Floor, Room No. 22, Post Office Park Street, Police Station Park Street, Kolkata – 700016.
5. **M/s. Faster Deal Trade Private Limited (PAN AABCF5293J)**, a Company governed under the Companies Act, 2013, having its registered office at 61A, Park Street, 2nd Floor, Room No. 22, Post Office Park Street, Police Station Park Street, Kolkata – 700016.
6. **M/s. Gurukul Homes Private Limited, (PAN AACCG6896M)**, [previously known as Gurukul Agencies (P) Ltd.] a Private Limited Company governed under the Companies Act, 2013 and having its Registered Office at 61A, Park Street, 2nd Floor, Room No. 22, Post Office Park Street, Police Station Park Street, Kolkata – 700016.

All are represented by their authorised representative _____ (**Aadhaar No.** _____) (**PAN** _____) son of _____, residing at _____, Post Office _____, Police Station _____, District - _____, PIN _____, West Bengal, by virtue of a Board Resolution dated _____,

hereinafter collectively referred to as the **Said Owners/Vendors** (which expression shall unless contrary and/or repugnant to the context Include its successors-in-interest and/or assigns)

And

- 3.1 **M/s. Gurukul Homes Private Limited, (PAN AACCG6896M)**, [previously known as Gurukul Agencies (P) Ltd.] a Private Limited Company incorporated within the meaning and under the provisions of the Companies Act, 1956 and having its Registered Office situated at 61A, Park Street, 2nd Floor, Room No. 22, Post Office Park Street and Police Station Park Street, Kolkata – 700016;

GURUKUL HOMES PVT. LTD

Rishu Agarwal
Director

represented by its authorised signatory by _____ (**Aadhaar No.** _____) (**PAN** _____) son of _____, residing at _____, Post Office _____, Police Station _____, District - _____, PIN _____,

hereinafter referred to as the **Said Promoter** (which expression shall unless contrary and/or repugnant to the context include Its successors-in-interest and/or assigns)

AND

3.18 _____ (**Aadhaar No.** _____) (**PAN** _____) son of _____, residing at _____, Post Office _____, Police Station _____, District - _____, PIN _____,

3.19 _____ (**Aadhaar No.** _____) (**PAN** _____) son of _____, residing at _____, Post Office _____, Police Station _____, District - _____, PIN _____, hereinafter referred to as the "**Allottee/Buyer**" (which expression repugnant to the context meaning thereof be deemed to mean and include its heirs, executor, administrator, successor-in-interest, and permitted assigns)

Land Owners/Vendor, Promoter/Developer and Allottee/Buyer are hereinafter individually referred to as such or as **Party** and collectively as **Parties**.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance

4.1 **Said Apartment:** Residential Apartment No. _____, on _____ (_____) Floor, having Carpet Area of _____ (_____) Square Feet, more or less, [Super Built-up Area of _____ (_____) Square Feet], more or less, _____ BHK type, in Tower No. _____ ("Building") along with _____ (_____) Covered/Open to Sky Car Parking Space vide No. _____ (_____) in (Tower No. _____), for parking of medium size car at the Ground Floor/Level, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Said Apartment" more particularly described in **Schedule B** and the Floor **Plan** of the Said Apartment is annexed hereto and marked as **Schedule B-1**), being part of the Real Estate Project, registered under the provisions of the Real Estate (Regulation and Development) Act, 2016, (**RERA/Act**), and the West Bengal Real Estate (Regulation and Development) Rules, 2021 (**Rules**), and other rules, regulations, circulars and rulings issued thereunder from time to

GURUKUL HOMES PVT. LTD

time, with the West Bengal Real Estate Regulatory Authority (**Authority**) at Kolkata on _____, 2023 under Registration No. _____, the Real Estate Project is constructed on land measuring 114.7859 decimal, more or less, equivalents to 4645.18 Sq. Mtr., more or less, (As per physical possession land measuring 104.34 Decimals i.e. 63 Cottahs 02 Chittaks 0.504 Sq. ft.) comprised in R.S./L.R. Dag Nos. 1951 (Part), 1952 (Part), 1953 (Part), 1954 (Part), 1955, 1956 (Part), 1957 (Part), 1958 & 1959 (Part), recorded in L.R. Khatian Nos. 3629, 3459, 3630, 2979, 3753, 3817, 3862 & 3785, respectively of Mouza Chakpachuria, J.L. No. 33, within Patharghata Gram Panchayat, Police Station Rajarhat (now under New Town), District of North 24 Parganas, West Bengal and more particularly described in the **Part-I** of the **Schedule A** below (**Said Land**). The Real Estate Project has been developed as a phase (**Phase II**) of the Said Complex named **Gurukul Heights**,

- 4.2 **Land Share:** Undivided, impartible, proportionate and variable share in the land underneath the Said Block/Building as be attributable and appurtenant to the Said Apartment (**Land Share**). The Land Share has been derived by taking into consideration the proportion which the area of the Said Apartment bears to the total area of the Said Block/Building.
- 4.3 **Share In Common Areas:** Undivided, impartible, proportionate and variable share in the common areas of the Real Estate Project (**Share In Common Areas**), the said common areas of the Real Estate Project being described in the **Schedule C** below (**Common Areas**).
- 4.4 **Said Apartment:** The subject matter of this Conveyance are 4.1, 4.2, 4.3 above, being the Apartment, the Share In Common Areas and the Land Share, respectively, which are collectively described in the **Schedule B** below (collectively **Said Apartment**).

5. Background

- 5.1 **Entitlement to Said Complex:** The Land Owners/Vendors are the jointly entitled to the Said Land ("**Project Property**"). The Land Owners/Vendors have become entitled to the Said Land *vide* 14 (fourteen) separate Deeds of Conveyances. The Details of Ownership are morefully described in the **Part-II** of the **Schedule-A** below. The details pertaining to the title of the Land Owners/Vendors to the Said Land are elucidated in the Title Reports which have been uploaded on the website of the West Bengal Real Estate Regulatory Authority (collectively **Title Report**).
- 5.2 **Joint Venture Agreement:** For the purposes of developing the Said Complex, the Land Owners/Vendors and the Promoter have entered into a Joint Venture Agreement, dated 26th November, 2019, registered before the office of the Additional Registrar of Assurances-

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Rohit Ajmal
Director

I, Kolkata, recorded in Book No. I, Volume No. 1901-2019, Page from 311051 to 311119, being No. 190106429 for the year 2019 and subsequently the Owners herein had executed a Power of Attorney in favour of the Promoter conferred certain power mentioned in the said Power of Attorney registered before the office of the Additional Registrar of Assurances-I, Kolkata, on 24th December, 2019 and recorded in Book No. I, Volume No. 1901-2019, Page from 333167 to 333208, being No. 190106928 for the year 2019 (collectively "**Joint-Venture Agreement**"). In terms of the Joint-Venture, the Promoter/Developer has become entitled to transfer, encumber or otherwise alienate or dispose of the Apartments and other transferrable spaces in the Said Block/Building/Said Complex (as and where defined herein).

5.3 **Real Estate Project:** The Said Complex has been earmarked for the purpose of building a residential project comprising multistoried apartment buildings and car parking spaces. The development of the Said Complex *inter alia* consisting of (i) **Tower No. 1**, (ii) **Tower No. 2** & (iii) **Tower No. 3** and several **car parking spaces**, which shall be developed by the Promoter at its sole discretion, out of which (i) entire **Tower. 1**, (ii) **Apartment Nos. 1A, 2A, 2B, 3A, 3B, 4A, 4B, 5A, 5B, 6A, 6B, 7A, 7B, 8A, 8B, 9A, 9B, of Tower No. 2** (iii) **35** numbers of Car Parking Spaces being constructed on the Said Complex, are presently being developed as a phase (**Phase-I**) having registered before the West Bengal Housing Industry Regulatory Authority under HIRA Registration No. **HIRA/P/NOR/2020/000886** AND TOGETHERWITH (i) entire **Tower No. 3**, (ii) **Apartment Nos. 2C, 2D, 3C, 3D, 4C, 4D, 5C, 5D, 6C, 6D, 7C, 7D, 8C, 8D, 9C, 9D, of Tower No. 2** (iii) **35** numbers of Car Parking Spaces being constructed on the Said Complex, are presently being developed as a phase (**Phase II**), having registered before the West Bengal Real Estate Regulatory Authority by the Promoter and is being registered as a 'Real Estate Project' ("**the Real Estate Project or Project**"), under the provisions of the Act, Rules and other rules, regulations, circulars and rulings issued thereunder from time to time.

5.4 **Sanction of Plans & Commencement of Building:** The Promoter/Developer has obtained the layout plan, sanctioned plan (vide No. Memo No. **1360/NKDA/BPS-04(26)/2014 Dated 22.02.2021** and approved vide Approval Order No. 357/RPS Dated 27.04.2021, specifications and approvals for the Real Estate Project (including for the Said Apartment and the Said Block/Building from the competent authority), which has been developed as a phase (**Phase II**) of the Said Complex. The New Town Kolkata Development Authority (NKDA) has granted the Commencement Certificate to develop the Project vide approval dated 22.02.2021, bearing No. 1360/NKDA/BPS-04(26)/2014.

GURUKUL HOMES PVT. LTD

Rish. Agarwal
Director

- 5.5 **Registration under the Act:** The Promoter/Developer has registered the Real Estate Project under the provisions of the RERA with the Authority at Kolkata on ____ Day of _____, 2023 under Registration No. _____.
- 5.6 **Announcement:** The Promoter/Developer formulated a scheme and announced allotment of Apartments and parking spaces to prospective purchasers (Buyers).
- 5.7 **Agreement with Allottees/Buyers:** The Allottees/Buyers, intending to buy, upon full satisfaction of the Land Owners/Vendors' entitlement and the Promoter/Developer's authority to transfer, applied for allotment of the Said Apartment and the Promoter/Developer has allotted the same to the Allottees/Buyers, who, in due course, entered into an agreement dated ____ Day of _____, 202__, vide registered in Book-I, Volume No. _____, at Pages _____ to _____, being No. _____ for the year _____, before _____, _____ (**Said Agreement**) for transfer of the Said Apartment, on the terms and conditions contained therein.
- 5.8 **Construction of Said Block/Building:** The Promoter/Developer has completed construction of the Said Block/Building.
- 5.9 **Completion Certificate/Occupancy Certificate:** The Promoter/Developer on completion of the construction of the Said Building/Tower has obtained the Completion Certificate/Occupancy Certificate from the Competent Authority Vide No. _____ dated _____.
- 5.9 **Conveyance to Allottees/Buyers:** In furtherance of the above, the Land Owners/Vendors and the Promoter/Developer are completing the Conveyance of the Said Apartment in favour of the Allottees/Buyers, by these presents, on the terms and conditions contained herein.
- 5.10 **Acceptance of Conditions Precedent:** Notwithstanding anything contained in the Said Agreement, the Allottees/Buyers confirm that the Allottees/Buyers have accepted and agreed that the following are and shall be the conditions precedent to this Conveyance:
- 5.10.1 **Understanding of Scheme by Allottees/Buyers:** The undertaking and covenant of the Allottees/Buyers that the Allottees/Buyers have understood and accepted the under mentioned scheme of development as disclosed by the Promoter/Developer:
- i) **Project Property:** (i) entire **Tower No. 3**, (ii) **Apartment Nos. 2C, 2D, 3C, 3D, 4C, 4D, 5C, 5D, 6C, 6D, 7C, 7D, 8C, 8D, 9C, 9D, of Tower No. 2** (iii) **38** numbers of Car Parking Spaces, have been developed as **Phase II** of the Said Complex. Therefore, **Phase II** is

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Rishi Agarwal
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constituted as the Real Estate Project in accordance with the provisions of the Act and Rules. The Real Estate Project has been constructed and developed upon a portion of the Said Land as delineated in **Blue** colour boundary line on the **Plan** annexed and marked as **Annexure "1"** hereto and more particularly described in the **Part-I** of the **Schedule A** below.

- ii) **Said Complex:** The Promoter/Developer is undertaking the development of the Said Complex in a phase-wise manner as mentioned in this Clause 5.3 above.
- iii) **Further Development:** The Promoter/Developer is entitled to amend, modify and/or substitute the proposed future and further development and extension of the Said Complex, in full or in part, subject to the necessary permission/sanction being granted by the NKDA and all other concerned authorities.
- iv) **Limited Areas And Facilities:** The Allottees/Buyers agree that the Promoter/Developer shall be entitled to provide and designate certain common areas and facilities appurtenant to apartments in the Real Estate Project as limited and exclusive common areas and facilities, the usage whereof shall be limited and exclusive to the allottee(s) of such apartments and to the exclusion of other allottee(s) in the Real Estate Project (Limited Areas And Facilities). The Allottees/Buyers agree to use only the Limited Areas And Facilities (if any) specifically identified for the Allottees/Buyers in the Said Apartment. The Allottees/Buyers agree to not use the Limited Areas And Facilities identified for other allottee(s) nor shall the Allottees/Buyers have any claim of any nature whatsoever with respect to the Limited Areas And Facilities identified for other allottee(s) and/or the usage thereof.
- v) **Common Areas:** The Common Areas in the Real Estate Project that may be usable by the Allottees/Buyers and other allottee(s) on a non-exclusive basis are listed in the Schedule C hereunder written.
- vi) **Said Complex Included Amenities:** The common areas, facilities and amenities in the Said Complex including the Real Estate Project that may be usable by the Allottee and other allottee(s) in the Said Complex on a non-exclusive basis (**Said Complex Included Amenities**) are listed in the **Schedule D** hereunder written.
- vii) **Maximum FAR:** The Promoter/Developer shall be entitled to utilize the Maximum FAR (Floor Area Ratio) or any part thereof, subject to the necessary permission/sanction being granted by the NKDA and all other concerned authorities, and construct additional built-up area by way of (i) additional apartments and/or additional floors on the Said Block/Building;

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and/or (ii) additional buildings on any part of the remaining portion of the Said Complex. For the purpose aforesaid, the Promoter/Developer will be entitled from time to time to vary, amend and/or alter the building plans in respect of the Said Block/Building without however, adversely affecting the Said Apartment being transferred hereunder, and to carry out construction work accordingly. The Allottees/Buyers hereby irrevocably agree and gives his/her/its express consent to the Promoter/Developer for carrying out amendments, alternations, modifications, and/or variations in the building plans of the Said Block/Building for the aforesaid purpose and to put up construction accordingly. This consent shall be considered to be the Transferees'/Allottees' consent contemplated under the relevant provisions of the Act and Rules. The Allottees/Buyers shall not raise any objection or cause any hindrance in the said development/construction by the Promoter/Developer whether on the grounds of noise or air pollution, inconvenience, annoyance or otherwise or on the ground that light and air and/or ventilation to the Said Apartment or any other part of the Said Block/Building being affected by such construction. The Allottees/Buyers hereby agree to give all facilities and co-operation as the Promoter/Developer may require from time to time after taking possession of the Said Apartment, so as to enable the Promoter/Developer to complete the development smoothly and in the manner determined by the Promoter/Developer.

5.10.2 Satisfaction of Allottees/Buyers: The undertaking of the Allottees/Buyers to the Land Owners/Vendors and the Promoter/Developer that the Allottees/Buyers are acquainted with, fully aware of and are thoroughly satisfied about the title of the Land Owners/Vendors, right and entitlement of the Promoter/Developer in the Project Property, the sanctioned plans, all background papers, the right of the Land Owners/Vendors and the Promoter/Developer to grant this Conveyance, the scheme of development described above and the extent of the rights being granted in favour of the Allottees/Buyers and the negative covenants mentioned above and/or elsewhere in this Conveyance and the Allottees/Buyers hereby accept the same and shall not raise any objection with regard thereto.

5.10.3 Rights Confined to Said Apartment: The undertaking of the Allottees/Buyers to the Land Owners/Vendors and the Promoter/Developer that the right, title and interest of the Allottees/Buyers are confined only to the Said Apartment and the Promoter/Developer is entitled to deal with and dispose off all other portions of the Project Property/Said Complex and the Said Block/Building to third parties at the sole discretion of the Promoter/Developer, which the Allottees/Buyers hereby accept and to

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Rishi Agarwal
Director

which the Allottees/Buyers, under no circumstances, shall be entitled to raise any objection.

6. Transfer

6.1 **Hereby Made:** : The Land Owners and the Promoter/Developer hereby sell, convey and transfer to and unto the Buyers/Allottees, absolutely and forever, free from all encumbrances of any and every nature whatsoever, the Said Apartment, described in the Schedule B below.

7. Consideration and Payment

7.1 **Consideration:** The aforesaid conveyance of the Said Apartment is being made by the Land Owners and the Promoter/Developer in consideration of a sum of Rs. _____/- (Rupees _____), paid by the Buyers/Allottees to the Owners and the Promoter/Developer, receipt of which the Promoter/Developer hereby and by the Memo and Receipt of Consideration by Owners and Promoter/Developer below, admit and acknowledge.

8. Terms of Transfer

8.1 **Title, Sanctioned Plans and Construction:** The Buyers/Allottees have examined or caused to be examined the following and the Buyers/Allottees are fully satisfied about the same and shall not be entitled to and covenant not to raise any requisition, query, clarification or objection regarding the same and also further waive the right, if any, to do so:

- (a) The right, title, interest and authority of the Owners and the Promoter/Developer in respect of the Project Property, the Said Block/Building and the Said Apartment;
- (b) The sanctioned plans sanctioned by the NKDA;
- (c) The construction and completion of the Said Block/Building, the Common Areas, the Said Apartment including the quality, specifications, materials, workmanship and structural stability thereof.

8.2 **Measurement:** The Allottees/Buyers have measured the area of the Said Apartment and is satisfied regarding the same and agree and covenant not to ask for any details or question the computation of area or make any claims in respect thereof.

8.3 **Clarification on GST Input Credit:** The Allottees/Buyers understand, confirm and accept that the Consideration of the Said Apartment has been arrived at after adjusting the full GST input credit to be passed on to the Allottees/Buyers and the Allottees/Buyers consequently shall not

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Rishi Agansh

Director

be entitled to and covenant not to raise any manner of dispute, claim and/or demand against the Land Owners and/or the Promoter in this regard.

8.4 **Salient Terms:** The transfer of the Said Apartment being effected by this Conveyance is:

8.4.1 **Conveyance:** sale within the meaning of the Transfer of Property Act, 1882.

8.4.2 **Absolute:** absolute, irreversible and in perpetuity.

8.4.3 **Free from Encumbrances:** free from all encumbrances of any and every nature whatsoever including but not limited to *lispendens*, attachments, liens, charges, mortgages, trusts, *debutters*, reversionary rights, residuary rights, claims and statutory prohibitions.

8.4.4 **Benefit of Common Areas:** subject to the terms and conditions of this Conveyance, together with proportionate ownership, benefit of user and enjoyment of the Common Areas described in the **Schedule C** below, in common with the other co-owners of the Said Block/Building, including the Owners and the Promoter/Developer (if the Owners and/or the Promoter/Developer retain any Apartment in the Said Block/Building).

8.5 **Subject to:** The sale of the Said Apartment being effected by this Conveyance is subject to:

8.5.1 **Payment of Rates & Taxes:** the Buyers/Allottees regularly and punctually paying costs, expenses, deposits and charges for Municipal Tax, surcharge, levies, cess, *khazna*, *Panchayat* Taxes, Lease Premium, Lease Rent etc. (collectively **Rates & Taxes**), as be assessed for the Said Apartment.

8.5.2 **Payment of Maintenance Charge:** the Buyers/Allottees regularly and punctually paying proportionate share (**Maintenance Charge**) in the common expenses for maintenance and upkeep of the Common Areas, indicatively described in the **Schedule F** below (collectively **Common Expenses/Maintenance Charge**).

8.5.3 **Observance of Covenants:** the Buyers/Allottees observing, performing and accepting the stipulations, regulations and covenants (collectively **Covenants**), described in the **Schedule E** below.

8.5.5 **Indemnification by Buyers/Allottees:** indemnification by the Buyers/Allottees about the Buyers/Allottees faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Buyers/Allottees hereunder. The Buyers/Allottees agree to keep indemnified the Owners and the

Promoter/Developer and/or their successors-in-interest, of, from and against any losses, damages, costs, charges and expenses which may be suffered by the Owners and the Promoter/Developer and/or their successors-in-interest by reason of any default of the Buyers/Allottees.

9. Possession

9.1 **Delivery of Possession:** *Khas*, vacant, peaceful, satisfactory, acceptable and physical possession of the Said Apartment has been handed over by the Promoter/Developer to the Buyers/Allottees, which the Buyers/Allottees admit, acknowledge and accept.

10. Outgoings

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

11. Holding Possession

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

12. Further Acts

12.1 **Owners and Promoter/Developer to do:** The Owners and the Promoter/Developer hereby covenant that the Owners and the Promoter/Developer or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Buyers/Allottees and/or successors-in-interest of the Buyers/Allottees, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Buyers/Allottees to the Said Apartment.

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Director

12.2 Promoter/Developer to do: The Promoter/Developer hereby covenant that the Promoter/Developer or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Buyers/Allottees and/or successors-in-interest of the Buyers/Allottees, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Buyers/Allottees to the Said Apartment.

13. Defect Liability:

13.1 The Promoter/Developer shall rectify all reasonable construction related defects in the Said Apartment, if any, brought to the notice of the Promoter/Developer, at its own cost and effort, within five calendar year from the date of completion certificate, issued by the NKDA.

13.2 It is clarified that the Promoter/Developer shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Buyers/Allottees and/or any other buyer in the Real Estate Project or acts of third party (ies) or on account of any force majeure events including on account of any repairs/redecoration/any other work undertaken by the Buyers/Allottees and/or any other buyer/person in the Real Estate Project and/or the Whole Project and/or the Larger Property. The Buyers/Allottees are aware that the Said Block/Building is a RCC structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Said Block/Building at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's/Developer's obligation to rectify any defect(s) as mentioned in this Clause and the Buyers/Allottees and/or the association of buyers shall have no claim(s) of whatsoever nature against the Promoter/Developer in this regard.

13.3 It is clarified further that the above said responsibility of the Promoter/Developer shall not cover defects, damage, or malfunction resulting from (a) misuse (b) unauthorised modifications or repairs done by the Buyers/Allottees or his/her/their/its nominee/agent (c) cases of force majeure (d) failure to maintain the amenities/equipment (e) accident and (f) negligent use.

13.4 Warranty for all consumables or equipment used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. Provided that where the manufacturer warranty as shown by the Promoter/Developer to the Buyers/Allottees ends before the defect liability period and such warranties are covered under the maintenance of the Said Complex and if the annual maintenance contracts are not done/renewed by the

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Buyers/Allottees, the Promoter/Developer shall not be responsible for any defects occurring due to the same. The Real Estate Project/Project Property as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common Areas wherever applicable. The Buyers/Allottees have been made aware and the Buyers/Allottees expressly agree that the regular wear and tear of the Real Estate Project/Project Property excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20⁰ Centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Buyers/Allottees it shall be necessary to appoint an expert/surveyor to be nominated by the Architect of the Real Estate Project/Project Property, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Said Apartment and in the workmanship executed.

14. General

14.1 Conclusion of Contract: The Parties have concluded the contract in respect of the Said Apartment by this Conveyance after having exhaustively and comprehensively satisfied each other with regard to their respective rights, duties and obligations, statutory as well as contractual. Hence, any claim, under law or equity, shall be barred and shall not be maintainable by the Parties against each other in future.

14.2 Overriding Effect: It is clarified that this Conveyance shall supersede and/or shall have over riding effect on the agreement for sale and/or any other documents executed prior to the date of this Conveyance.

15. Interpretation

15.1 Number: Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa.

15.2 Headings: The headings in this Conveyance are inserted for convenience only and shall be ignored in construing the provisions of this Conveyance.

15.3 Definitions: Words and phrases have been defined in the Conveyance by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.

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Director

15.4 Documents: A reference to a document includes an amendment and supplement to, or replacement or novation of that document.

Schedule A

**Part-I
(Said Land)**

ALL THAT piece and parcel of land measuring about 114.7859 (One Hundred And Fourteen Point Seven Eight Five Nine) decimal, more or less, equivalent to 4645.18 Sq. Mtr., more or less, (As per physical possession land measuring 104.34 Decimals i.e. 63 Cottahs 02 Chittaks 0.504 Sq. ft.) comprised in R.S./L.R. Dag Nos. 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958 & 1959 recorded in L.R. Khatian Nos. 3629, 3459, 3630, 2979, 3753, 3817, 3862 & 3785, respectively of Mouza Chakpachuria, J.L. No. 33, within Patharghata Gram Panchayat, Police Station Rajarhat (now under New Town), District of North 24 Parganas, West Bengal. The Said Land is butted and bounded as follows-

ON THE NORTH : By R.S./L.R. Dag Nos. 1951 (Part), 1946, 1947 & 1948
ON THE SOUTH : By R.S./L.R. Dag Nos. 1952 (Part), 1953 (Part) & 1994
ON THE EAST : By R.S./L.R. Dag Nos. 1960, 1961 & 1962
ON THE WEST : 30' (Thirty) Feet wide Gram Panchayat Road

The Dag-wise purchase details are tabulated below:

Sl. No.	L.R. No.	Plot	Present L.R. Khatian Nos.	Area of land Owned (Decimals)
1	1951		3459	10.5000 Dec.
2	1952		3629, 3459, 2979	40.6000 Dec.
3	1953		3753	9.000 Dec.
4	1954		3630, 3817, 3862 & 3785	12.4310 Dec.
5	1955		3459	16.000 Dec.
6	1956		3630, 3817, 3862 & 3785	3.8250 Dec.
7	1957		3630, 3817, 3862 & 3785	5.7372 Dec.
8	1958		3753	10.000 Dec.
9	1959		3630, 3817, 3862 & 3785	6.6927 Dec.
			TOTAL	114.7859 Dec.

PART II
(Details of Ownership)

1. The Owner/Vendor No. 5 herein by virtue of a Deed of Conveyance dated 13.02.2018, recorded in Book I, Volume number 1904-2018, Pages 72699 to 72725, being No. 190401455 for the year 2018, registered before the Additional Registrar of Assurances-IV, Kolkata, purchased ALL THAT piece and parcel of land measuring 9 Decimals, more or less, out of 18 Decimal, in R.S./L.R. Dag No. 1953 & land admeasuring 10 Decimals, more or less, out of 10 Decimal, in R.S./L.R. Dag No. 1958, recorded under L.R. Khatian No. 1050 lying

CURUKUL HOMES PVT. LTD

Ritesh Aggarwal

Director

and situate at Mouza Chakpachuria, J.L. No. 33, under Patharghata Gram Panchayat, Police Station Rajarhat, PIN 700135, in the District of North 24 Parganas, from Kalipada Mondal, free from all encumbrances.

2. The Owner/Vendor No. 6 and the Promoter herein by virtue of a Deed of Conveyance dated 24.04.2018, recorded in Book No. I, Volume number 1904-2018, Pages 186484 to 186515, being No. 190404388 for the year 2018, registered before the Additional Registrar of Assurances-IV, Kolkata, purchased ALL THAT piece and parcel of land measuring 1.7355 Decimal, more or less, out of 13 Decimal, in R.S./L.R. Dag No. 1954, land measuring 0.5340 Decimal, more or less, out of 4 Decimal, in R.S./L.R. Dag No. 1956, land measuring 0.8010 Decimal, more or less, out of 6 Decimal, in R.S./L.R. Dag No. 1957, land measuring 0.9338 Decimal, more or less, out of 7 Decimal, in R.S./L.R. Dag No. 1959, recorded under L.R. Khatian No. 3609, 3610, 2835 & 2834, lying and situate at Mouza Chakpachuria, J.L. No. 33, under Patharghata Gram Panchayat, Police Station Rajarhat, PIN 700135, in the District of North 24 Parganas, from (1) Dhananjay Mondal, (2) Mongal Mondal, (3) Arun Mondal & (4) Malina Mondal, free from all encumbrances;
3. The Owner/Vendor No. 6 and the Promoter herein by virtue of a Deed of Conveyance dated 15.06.2018, recorded in Book No. I, Volume number 1523-2018, Pages 228212 to 228245, being no. 152306791 for the year 2018, registered before the Additional District Sub-Registrar, Rajarhat, North 24 Parganas, purchased ALL THAT piece and parcel of land measuring 0.6500 Decimal, more or less, out of 13 Decimal, in R.S./L.R. Dag No. 1954, land measuring 0.6000 Decimal, more or less, out of 4 Decimal, in R.S./L.R. Dag No. 1956, land measuring 0.9000 Decimal, more or less, out of 6 Decimal, in R.S./L.R. Dag No. 1957, land measuring 1.0500 Decimal, more or less, out of 7 Decimal, in R.S./L.R. Dag No. 1959, recorded under L.R. Khatian No. 2280, 2279 & 2278, lying and situate at Mouza Chakpachuria, J.L. No. 33, under Patharghata Gram Panchayat, Police Station Rajarhat, PIN 700135, in the District of North 24 Parganas, from (1) Ajit Kumar Mondal, (2) Joydeb Mondal & (3) Sahadeb Mondal, free from all encumbrances;
4. The Owner/Vendor No. 6 and the Promoter herein by virtue of a Deed of Conveyance dated 15.06.2018, recorded in Book No. I. Volume number 1523-2018, Pages 228246 to 228276, being no. 152306792 for the year 2018, registered before the Additional District Sub-Registrar, Rajarhat, North 24 Parganas, purchased ALL THAT piece and parcel of land measuring 1.3000 Decimal, more or less, out of 13 Decimal, recorded under L.R. Khatian Nos. 667/1, 1727/1, 3506, 3507, 2279, 2278, lying and situate at Mouza Chakpachuria, J.L. No. 33, under Patharghata Gram Panchayat, Police Station Rajarhat, PIN

CURUKUL HOMES PVT. LTD

Rish. Agard

Director

700135, in the District of North 24 Parganas, from (1) Joydeb Mondal & (2) Sahadeb Mondal, free from all encumbrances;

5. The Owner/Vendor No. 6 and the Promoter herein by virtue of a Deed of Conveyance dated 13.07.2018, recorded in Book No. I, Volume number 1523-2018, Pages 294539 to 294565, being no. 152308263 for the year 2018, registered before the Additional District Sub-Registrar, Rajarhat, North 24 Parganas, purchased ALL THAT piece and parcel of land measuring 0.6500 Decimal, more or less, out of 13 Decimal, in R.S./L.R. Dag No. 1954, land measuring 0.2000 Decimal, more or less, out of 4 Decimal, in R.S./L.R. Dag No. 1956, land measuring 0.3000 Decimal, more or less, out of 6 Decimal, in R.S./L.R. Dag No. 1957, land measuring 0.3500 Decimal, more or less, out of 7 Decimal, in R.S./L.R. Dag No. 1959, recorded under L.R. Khatian No. 2277, lying and situate at Mouza Chakpachuria, J.L. No. 33, under Patharghata Gram Panchayat, Police Station Rajarhat, PIN 700135, in the District of North 24 Parganas, from Mahadeb Mondal, free from all encumbrances;
6. The Owner/Vendor No. 6 and the Promoter herein by virtue of a Deed of Conveyance dated 20.07.2018, recorded in Book No. I, Volume number 1523-2018, Pages 275767 to 275797, being no. 152308262 for the year 2018, registered before the Additional District Sub-Registrar, Rajarhat, North 24 Parganas, purchased ALL THAT piece and parcel of land measuring 1.114286 Decimal, more or less, out of 13 Decimal, in R.S./L.R. Dag No. 1954, land measuring 0.342857 Decimal, more or less, out of 4 Decimal, in R.S./L.R. Dag No. 1956, land measuring 0.514286 Decimal, more or less, out of 6 Decimal, in R.S./L.R. Dag No. 1957, land measuring 0.600 Decimal, more or less, out of 7 Decimal, in R.S./L.R. Dag No. 1959, recorded under L.R. Khatian No. 838, lying and situate at Mouza Chakpachuria, J.L. No. 33, under Patharghata Gram Panchayat, Police Station Rajarhat, PIN 700135, in the District of North 24 Parganas, from (1) Sandharani Mondal, (2) Bharati Mondal & (3) Aloka Gayen, free from all encumbrances;
7. The Owner/Vendor No. 6 and the Promoter herein by virtue of a Deed of Conveyance dated 28.09.2018, recorded in Book No. I, Volume number 1523-2018, Pages 376055 to 376101, being no. 152311214 for the year 2018, registered before the Additional District Sub-Registrar, Rajarhat, North 24 Parganas, purchased ALL THAT piece and parcel of land measuring 0.742857 Decimal, more or less, out of 13 Decimal, in R.S./L.R. Dag No. 1954, land measuring 0.228571 Decimal, more or less, out of 4 Decimal, in R.S./L.R. Dag No. 1956, land measuring 0.342857 Decimal, more or less, out of 6 Decimal, in R.S./L.R. Dag No. 1957 & land measuring 0.4000 Decimal, more or less, out of 7 Decimal, in R.S./L.R. Dag No. 1959, recorded under L.R. Khatian No. 838, lying and situate at Mouza Chakpachuria, J.L. No. 33, under Patharghata Gram Panchayat, Police Station Rajarhat, PIN

GURUKUL HOMES PVT. LTD

Rishi Agard

Director

700135, in the District of North 24 Parganas, from (1) Parbati Mondal, (2) Bablu Mondal, (3) Sanjoy Mondal, (4) Sabita Naskar, (5) Gita Naskar & (6) Arati Biswas, free from all encumbrances;

8. The Owner/Vendor No. 6 and the Promoter herein by virtue of a Deed of Conveyance dated 07.09.2018, recorded in Book No. I, Volume number 1523-2018, Pages 338204 to 338227, being no. 152310216 for the year 2018, registered before the Additional District Sub-Registrar, Rajarhat, North 24 Parganas, purchased ALL THAT piece and parcel of land measuring 0.742857 Decimal, more or less, out of 13 Decimal, in R.S./L.R. Dag No. 1954, land measuring 0.228571 Decimal, more or less, out of 4 Decimal, in R.S./L.R. Dag No. 1956, land measuring 0.342857 Decimal, more or less, out of 6 Decimal, in R.S./L.R. Dag No. 1957 & land measuring 0.4000 Decimal, more or less, out of 7 Decimal, in R.S./L.R. Dag No. 1959, recorded under L.R. Khatian No. 838, lying and situate at Mouza Chakpachuria, J.L. No. 33, under Patharghata Gram Panchayat, Police Station Rajarhat, PIN 700135, in the District of North 24 Parganas, from (1) Kashinath Mondal & (2) Ghatiram Mondal, free from all encumbrances;
9. The Owner/Vendor No. 3, herein by virtue of a Deed of Conveyance dated 12.10.2018, recorded in Book No. I, Volume number 1523-2018, Pages 395532 to 395564, being no. 152311940 for the year 2018, registered before the Additional District Sub-Registrar, Rajarhat, North 24 Parganas, purchased ALL THAT piece and parcel of land measuring 2.60 Decimal, more or less, out of 13 Decimal, in R.S./L.R. Dag No. 1954, land measuring 0.80 Decimal, more or less, out of 4 Decimal, in R.S./L.R. Dag No. 1956, land measuring 1.20 Decimal, more or less, out of 6 Decimal, in R.S./L.R. Dag No. 1957 & land measuring 1.4000 Decimal, more or less, out of 7 Decimal, in R.S./L.R. Dag No. 1959, recorded under L.R. Khatian No. 529, lying and situate at Mouza Chakpachuria, J.L. No. 33, under Patharghata Gram Panchayat, Police Station Rajarhat, PIN 700135, in the District of North 24 Parganas, from (1) Gopinath Mondal & (2) Kalidasi Naskar, free from all encumbrances;
10. The Owner/Vendor No. 3, herein by virtue of a Deed of Conveyance dated 07.12.2018, recorded in Book No. I, Volume number 1523-2018, Pages 452370 to 452400, being no. 152313639 for the year 2018, registered before the Additional District Sub-Registrar, Rajarhat, North 24 Parganas, purchased ALL THAT piece and parcel of land measuring 0.2951 Decimal, more or less, out of 13 Decimal, in R.S./L.R. Dag No. 1954, land measuring 0.0908 Decimal, more or less, out of 4 Decimal, in R.S./L.R. Dag No. 1956, land measuring 0.1362 Decimal, more or less, out of 6 Decimal, in R.S./L.R. Dag No. 1957 & land measuring 0.1589 Decimal, more or less, out of 7 Decimal, in R.S./L.R. Dag No. 1959, recorded under L.R. Khatian Nos. 2815, 2814, 2816 & 2817, lying and situate at Mouza Chakpachuria, J.L. No. 33, under Patharghata Gram Panchayat, Police Station

GURUKUL HOMES PVT. LTD

Rishu Agarwal
Director

Rajarhat, PIN 700135, in the District of North 24 Parganas, from (1) Arati Mondal, (2) Basanti Mondal alias Salima Parveen, (3) Nirupama Mondal & (4) Mita Mondal alias Anita Prajapati, free from all encumbrances;

11. The Owner/Vendor No. 4, herein by virtue of a Deed of Conveyance dated 20.12.2007, recorded in Book No. I, Volume number 6, Pages 5792 to 5806, being no. 7262 for the year 2007, registered before the Additional District Sub-Registrar, Rajarhat, North 24 Parganas, purchased ALL THAT piece and parcel of land measuring 15 Decimal, more or less, in R.S./L.R. Dag No. 1952, recorded under L.R. Khatian Nos. 1105/1 & 1623/2, lying and situate at Mouza Chakpachuria, J.L. No. 33, under Patharghata Gram Panchayat, Police Station Rajarhat, PIN 700135, in the District of North 24 Parganas, from (1) Bisawnath Mondal & (2) Shivnath Mondal, free from all encumbrances;
12. The Owner/Vendor No. 3, herein by virtue of a Deed of Conveyance dated 22.11.2016, recorded in Book No. I, Volume number 1523-2016, Pages 355722 to 355753, being no. 152311762 for the year 2016, registered before the Additional District Sub-Registrar, Rajarhat, North 24 Parganas, purchased ALL THAT piece and parcel of land measuring 2.60 Decimal, more or less, out of 13 Decimal, in R.S./L.R. Dag No. 1954, land measuring 0.80 Decimal, more or less, out of 4 Decimal, in R.S./L.R. Dag No. 1956, land measuring 1.20 Decimal, more or less, out of 6 Decimal, in R.S./L.R. Dag No. 1957 & land measuring 1.40 Decimal, more or less, out of 7 Decimal, in R.S./L.R. Dag No. 1959, recorded under L.R. Khatian No. 1669, lying and situate at Mouza Chakpachuria, J.L. No. 33, under Patharghata Gram Panchayat, Police Station Rajarhat, PIN 700135, in the District of North 24 Parganas, from (1) Amala Mondal, (2) Himangshu Mondal, (3) Madhu Mandal, (4) Anita Mandal, (5) Sabitri Mondal & (6) Jharna Mondal, free from all encumbrances;
13. The Owner/Vendor No. 2, herein by virtue of a Deed of Conveyance dated 26.06.2015, recorded in Book No. I, Volume number 1523-2015, Pages 35914 to 35934, being no. 152307203 for the year 2015, registered before the Additional District Sub-Registrar, Rajarhat, North 24 Parganas, purchased ALL THAT piece and parcel of land measuring 10.50 Decimal, more or less, out of 21 Decimal, in R.S./L.R. Dag No. 1951, land measuring 14 Decimal, more or less, out of 74 Decimal, in R.S./L.R. Dag No. 1952 & land measuring 16 Decimal, more or less, in R.S./L.R. Dag No. 1955, recorded under L.R. Khatian Nos. 1606/1, 1610/1 & 941/1, lying and situate at Mouza Chakpachuria, J.L. No. 33, under Patharghata Gram Panchayat, Police Station Rajarhat, PIN 700135, in the District of North 24 Parganas, from M/s. Elegant Vanijya Private Limited, free from all encumbrances;

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Rish. Dyan
Director

14. The Owner/Vendor No. 2, herein by virtue of a Deed of Conveyance dated 04.02.2015, recorded in Book No. I, CD Volume number 2, Pages 12405 to 12419, being no. 01184 for the year 2015, registered before the Additional District Sub-Registrar, Rajarhat, North 24 Parganas, purchased ALL THAT piece and parcel of land measuring 11.60 Decimal, more or less, out of 74 Decimal, in R.S./L.R. Dag No. 1952, recorded under L.R. Khatian Nos. 2839 (New), 2247 & 2248 (Old), lying and situate at Mouza Chakpachuria, J.L. No. 33, under Patharghata Gram Panchayat, Police Station Rajarhat, PIN 700135, in the District of North 24 Parganas, from Kamal Mondal, free from all encumbrances;

**THE SCHEDULE 'B'
ABOVE REFERRED TO
(Said Apartment)**

- (a) ALL THAT Residential Apartment No. _____, having Carpet Area of _____ (_____) Square Feet [Super Built-up Area of _____ (_____) Square Feet], _____ type, on _____ (_____) Floor in Tower No. _____ ("Building") _____ (_____), [**Apartment**] constructed on the Said Complex namely **Gurukul Heights**, lying and situated at the Said Land morefully described in the **Part-1** of Schedule **A** above.
- (b) Covered/Open to Sky Car Parking Space vide No. _____ (_____) in (Tower No. _____), for parking of medium size car at the Ground Floor/Level [**Car Parking**].
- (c) The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Tower/Building, as be attributable and appurtenant to the Said Apartment [**Land Share**];
- (d) The Share In Common Areas, being the undivided, impartible, proportionate and variable share and/or interest in the Common Areas of the Real Estate Project described in Schedule E below, as be attributable and appurtenant to the Said Apartment, subject to the terms and conditions of this Agreement.

**THE SCHEDULE 'B-1'
ABOVE REFERRED TO
(Floor Plan)**

PLAN OF THE APARTMENT MARKED AS SCHEDULE 'B-1' IN SEPARATE SHEET

**SCHEDULE 'C'
(Common Areas Of the Real Estate Project)**

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Director

(Which Are Part Of the Real Estate Project)

BASIC FACILITIES:

- a) Designer Landscape Garden
- b) Modern Gym/Fitness Studio
- c) Indoor Games
- d) Swimming Pool
- e) Association Room/Community Hall
- f) Intercom
- g) CCTV
- h) Lift in each tower of reputed make.
- i) Generator
- j) Common Paths, passages, pedestrian ways, driveways within the entire Project as intended to be provided by the Promoter, excluding however the areas reserved by the Promoter for parking of motor cars and other vehicles or other purposes and/or those allotted and/or provided to specific unit-Allottee/s.
- k) Water supply system as be planned by the Promoter from time to time.
- l) Drainage and sewerage system as be planned by the Promoter/ Developer from time to time.
- m) Other areas and installations as be planned by the Promoter/ Developer.

Schedule 'D'
(Easements or Quasi Easements)

(Part-I)
For Promoter and/or MMC

(The under mentioned rights easements and quasi easement privileges shall be reserved for the Promoter and/or the maintenance company of Gurukul Heights)

1. The right to passage in common with the Allottee and other person or persons as aforesaid of electricity water and soil from and to any part (other than the Said apartment) of the other part or parts of Gurukul Heights through pipes, drains, wires, conduits lying or being under through or over the said apartment so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of Gurukul Heights for all purposes whatsoever.

2. The right of protection for other portion or portions of Gurukul Heights by all parts of the Said apartment as far as they now protect the same or as may otherwise become vested in the Allottee by means of structural alterations to the Said apartment or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of Gurukul Heights.

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Rish. Agwal
Director

3. The right of the Promoter, Occupier(s) and/or management company for the purpose of ingress and egress to and from such Part or parts of Gurukul Heights the front entrances inside staircase, electrical installation open and covered space and other common passages or internal roads, connecting roads of all phases of Gurukul Heights.

4. The right of the Promoter/Management Company or its authorized agents with or without workmen and necessary materials to enter from time to time upon the Said apartment for the purpose of repairing so far as may be necessary such pipes drains wires and conduit underground/overhead Reservoir as aforesaid PROVIDED ALWAYS the Promoter and other person or persons shall give to the Allottee twenty-four hours' prior notice in writing of their intention of such entry as aforesaid.

Part-II
(For Allottee/s)

1. The Allottee/s shall be entitled to all rights privileges, vertical and lateral supports easements, quasi easements whatsoever belonging to or in any way appertaining to the Said apartment or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING unto the Promoter the rights easements, quasi-easements privileges hereinbefore more particularly set forth in the F SCHEDULE hereto.
2. The right of access and passage in common with the Promoter or the co-Owner/Promoter and occupiers of the Building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, lifts and electrical installations and all other common areas installations and facilities in Gurukul Heights and /or its phases and the Said Land.
3. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the Said apartment.
4. The right of support shelter and protection of the Said apartment by or from all parts of Gurukul Heights so far they now support shelter or protect the same.
5. The right of passage in common as aforesaid electricity water and soil from and to the Said apartment through pipes drains wirers and conduits lying or being in under through or over Gurukul Heights and the Said Land so far as may be reasonably necessary for the beneficial occupation of the Said apartment and for all purposes whatsoever.

GURUKUL HOMES PVT. LTD

Rish. Agarwal
Director

6. The right with or without workmen and necessary materials for the Allottee/s to enter from time to time upon the other parts of Gurukul Heights the purpose of repairing so far as may be necessary the pipes drain wires and conduits aforesaid and for the purpose of rebuilding, repairing, or cleaning any parts of the Said apartment in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving previous notice in writing of its intention so to enter to the Owner/Promoter and occupiers of the other units and portion of Gurukul Heights.

**SCHEDULE 'E'
(Covenants)**

That from date of possession of the Said Apartment the Allottee/s agree and covenant, as follows:

- i. To co-operate with the other co Allottee/s in the management and maintenance of the said building(s).
- ii. To observe the rules framed from time to time by the Promoter/ Maintenance Management Company and become a member of the association of Apartment Owner/Promoter who shall collectively observe the rules framed from time to time by the Service Company.
- iii. To use the said Apartment for residential purposes only and for no other purposes whatsoever without the consent in writing of the Promoter.
- iv. To pay and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for the said Apartment and proportionately for the building(s) and/or common parts/parts and wholly for the said Apartment (s) and/or to make deposits on account thereof in the manner mentioned hereunder to the Promoter/ Maintenance Management Company. Such amount shall be deemed to be due and payable on and from the date of possession whether physical possession of the said Apartment has been taken or not by the Allottee/s. The Allottee/s shall pay the said amounts without raising any objection thereto regularly and punctually within 72 hours to such Holding Organization.
- v. The Allottee/s shall pay regularly and punctually within 7th day of every month, in advance and month by month the common expenses, at such rate as may be decided, determined and apportioned from the date of possession and upon formation and transfer of management of the building(s) to the Holding Organization such payments are required to be made without any abatement or demand.
- vi. To deposit the amounts reasonably required with Promoter/ Maintenance Management Company towards the liability for rates and taxes and other outgoings.

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Rish. Agan
Director

- vii. To pay charges for electricity in or relating to the said Apartment wholly and proportionately relating to the common parts.
- viii. Not to subdivide the said Apartment and/or the Parking Space if allotted or any portion thereof.
- ix. To maintain 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 building(s).
- x. Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said Apartment or in the compound or any portion of the building(s).
- xi. Not to store or bring and allow being stored in the said Apartment any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building(s) or any portion of any fittings or fixtures thereof including windows, doors, floors etc, in any manner.
- xii. Not to fix or install air-conditioners in the said Apartment have and except at the places which have been specified in the said Apartment for such installation.
- xiii. Not to do or cause anything to be done in or around the said Apartment which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Apartment or adjacent to the said Apartment or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- xiv. Not to damage or demolish or cause to be damaged or demolished the said Apartment or any part thereof or the fittings and fixtures affixed thereto.
- xv. Not to close or permit the closing of verandas or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences of external doors and windows including grills of the said Apartment which differs from the colour scheme of the building(s) or deviation or which may affect the elevation in respect of the exterior walls of the said building(s).
- xvi. Not to install grills the design of which have not been approved by the Architect.
- xvii. Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Apartment or any part of the said building(s) or cause increased premium to be payable in respect thereof if the building(s) is insured.
- xviii. Not to make in the said Apartment any structural addition and/or alterations such as beams, columns, partition walls etc, or improvements of a permanent nature except with the prior approval in writing of the Local Civic Authority and/or any concerned authority as and when required.
- xix. The Allottee/s shall not fix or install any antenna on the roof or terrace of the said Building(s) nor shall fix any window antenna

- except at the space identified and demarcated by the Promoter for the purpose.
- xx. The Allottee/s admit/s and accept/s that the Owner/Developer herein and/or its employees and/or agents and/or contractors shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes as may become necessary for the Complex and/or extension thereof and /or any remaining and/or new construction and the Allottee/s shall not raise any objection in any manner whatsoever with regard thereto.
- xxi. Not to use the said Apartment or permit the same to be used for any purposes whatsoever other than residential purpose/ as has been granted and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building(s) or to the Owner/Developer and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Nursing Home, Amusement or Entertainment Centre, Catering Place, Dispensary or a Meeting Place or for industrial or commercial activities whatsoever.
- xxiii. Not to change or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsides.
- xxiv. To abide by such building(s) rules and regulations as may be made applicable by the Holding Organization and after the Holding Organization is incorporated to comply with and/or adhere to the building(s) rules and regulations of such Holding Organization.
- ~~xxv.~~ Not to cause obstruction in the parking area of anybody including other Allottee/s in the Complex and Not to park any car or permit any car to be parked in any open area or unsold car parking area.
- xxvi. To use the said car parking space for parking of cars belonging to the Allottee/s and/or to the members of his family and not to allow any other person or strangers to park their cars in the car parking space allotted to the Allottee/s.
- xxvii. The proportionate rate payable by the Allottee/s for the common expenses shall be decided from time to time and the Allottee/s shall be liable to pay all such expenses wholly if it relates to the Allottee/s Apartment only and proportionately for the building as a whole. The statement of account of the appointment of the charges as prepared by the Maintenance Co. shall be conclusive and final. The Allottee/s shall not be entitled to dispute or question the same. In the event of the transfer of the management and administration of the said building(s) to the Holding Organization in terms of these presents, the employees of the Owner/ Promoter such as watchmen, security staff, liftmen, etc, shall be employed and/or absorbed in the employment of such Holding Organization with continuity of service and on the same terms and conditions of employment and the Allottee/s shall not be entitled to raise any objection thereto and hereby consents to the same.

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Rish. Agard

Director

- xxviii. To abide by the rules and regulation as may be framed and decided for the use of the community hall and to take the written consent of the Owner/Promoter prior to use of the common amenities and the Owner/Promoter shall have the discretion to grant or refuse such permission on the basis of availability.
- xxix. To pay to the Service Company such amounts for the aforesaid purpose as may be demanded by the authority.
- xxx. So long as such Apartment in the Said Land shall not be separately mutated and assessed the Allottee/s shall pay the proportionate share of all rates and taxes.
- xxxi. If the Allottee/s lets out or sell the Said Apartment And the Said Car Parking Space, the Allottee/s shall immediately notify the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) of the tenant's/Allottee/s address, telephone number and Police Verification Report as to tenant's/Allottee/s identity. Further, prior to any sale and/or transfer of the Said Apartment And the Said Car Parking Space, the Allottee/s shall obtain a No Objection Certificate (Maintenance NOC) from the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), which shall only be issued to the Allottee/s after payment of all outstanding Common Expenses/Maintenance Charges, if any;
- xxxii. The Allottee/s admits and accepts that before the execution and registration of conveyance deed of the Said Apartment, the Allottee/s will be entitled to nominate, assign and/or transfer the Allottees' right, title, interest and obligations under this Agreement on payment of @ 2% (two percent) of the market price prevailing at that time (to be determined by the Promoter) as nomination charge to the Promoter **subject to** the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement **and subject also to** the below mentioned conditions:
- (a) The Allottee/s shall make payment of all dues of the Promoter in terms of this Agreement, up to the time of nomination.
 - (b) The Allottee/s shall obtain prior written permission of the Promoter and the Allottee/s and the nominee shall be bound to enter into a tripartite agreement with the Owners and the Promoter.
 - (c) The Allottee/s shall pay an additional legal fee of Rs.25,000/- (Rupees Twenty-Five Thousand Only) to the Promoter towards the tripartite Nomination Agreement.
- xxxiii. The Promoter shall provide a common recreation center for the Allottee/s of Apartment in "Gurukul Heights". The detailed terms

and conditions of governing use of the common recreation center will be formulated and circulated in due course before or after the recreation center is made operational. The Allottee/s shall abide by the said rules and regulations. The Promoter reserves the right to decide the amenities and facilities and/or the modifications thereto to be provided in the common recreation center.

- xxxiv. In as much as upon completion of all Towers of Said Complex the entire maintenance services for all phases shall be carried out by the common Association of Said Complex
- xxxv. The Allottee/s shall become member of the Association of Allottee/s as and when the same is formed and the Association of Allottee/s shall be in respect of the Said Complex.
- xxxvi. The internal security of the Apartment(s)/ Unit(s) shall always be the sole responsibility of the respective Allottee/s.
- xxxvii. The name of the Project is and shall be "Gurukul Heights". The Building and of the Projects shall be named in the manner as may be deemed appropriate by the PROMOTER.
- xxxviii. Landscape and the green areas will only be available upon completion of the entirety of the Said Complex as the same will be utilized for construction activities during the construction period.
- xxxix. No request for modification or change in the exterior facades of the building will be permitted. No reimbursement or deduction in the value of Apartment(s) / Unit(s) shall be considered by PROMOTER if the Allottee/s desires (with prior written approval/consent of PROMOTER) to do some works/install some different fittings/floorings etc. on his/her own within the Apartment(s) / Unit(s) and request the PROMOTER to not to carry out such work/install fittings/floorings etc. within the Apartment(s) / Unit(s)..

Schedule 'F'
(Common Expenses)

1. Establishment and all other capital and operational expenses of the Holding Company.
2. All charges and deposits for supply, operation and maintenance of common utilities.
3. All charges and expenses for deployment/engaging and appointment of security service agency and /or personnel and all allied expensed connected and/or incidental thereto.
4. All charges for the electricity consumed for the operation of the common machinery and equipment.
5. All expenses for insuring the Complex, inter alia, against earthquake, flood, rain, fire, mob violence, damages, civil commotion, etc.
6. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Tower Common Portions at the Tower level and/or Complex Common Portions at the Complex level.

GURUKUL HOMES PVT. LTD
Rishi Agard
Director

7. All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Tower Common Portions at the Tower level and/or Complex Common Portions at the Complex level, including the exterior or interior (but not inside any APARTMENT AND/OR UNIT) walls of the Towers.
8. All expenses for running and operating all machinery, equipment and installations comprised in the Tower Common Portions at the Tower level and/or Complex Common Portion at the Complex level, including lifts, Generator, if any changeover switches, 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 Tower Common Portions at the Tower level and/or Complex Common Portion at the Complex level.
9. Property Tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the Tower at the Tower level and in respect of the Complex at Complex level save those separately assessed on the Allottee/s.
10. 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.

16. Execution and Delivery

GURUKUL HOMES PVT. LTD

Rishi Arora
Director

16.1 **In Witness Whereof** the Parties have executed and delivered this Conveyance on the date mentioned above.

**Tarama Apartment Private Sri Narasingh Infrastructure
Limited Private Limited
Action Vanijya Private Limited Calgary Merchants Private Limited
Faster Deal Trade Private Limited Gurukul Homes Private Limited**

**Authorized Signatory
[Land Owners/Vendors]**

**Gurukul Homes Private Limited
Authorized Signatory
[Promoter]**

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[Allottees/Buyers]

Drafted by:

Advocate

Witnesses:

Signature: _____

Signature: _____

Name: _____

Name: _____

Father's Name: _____

Father's Name: _____

Address: _____

Address: _____

GURUKUL HOMES PVT. LTD
Rish. Agard
Director

Receipt of Consideration

Received from the within named Allottees/Buyers the within mentioned sum of **Rs.** _____ /- (**Rupees** _____) towards full and final payment of the Consideration for the Said Apartment described in the **Schedule B** above.

Mode	Date	Bank	Amount (Rs.)

Authorized Signatory
[Promoter]

Witnesses:

Signature _____

Signature _____

Name _____

Name _____

GURUKUL HOMES PVT. LTD

Rishu Aggarwal
Director