

DEED OF CONVEYANCE

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

BATA INDIA LIMITED (formerly known as Bata Shoe Company Limited), a company incorporated under the Companies Act, 1956, having its registered office at 6A, S.N. Banerjee Road, police station – New Market, post office – Dharmatolla, Kolkata – 700 013, West Bengal, having PAN No. AABCB1043Q and CIN No. L19201WB1931PLC007261, represented by [•] (Aadhar No. [•]), son of [•], by faith – [•], by occupation – service, by nationality – Indian, working for gain at 225C, AJC Bose Road, 4th floor, post office – Circus Avenue, police station – Ballygunge, district – South 24-Parganas, Kolkata – 700 020, West Bengal, having personal PAN No. [•], as authorised signatory, duly authorised *vide* board resolution dated [•] of **Riverbank Developers Private Limited**, a constituted power of attorney holder by virtue of a registered development agreement dated April 28, 2010, being No. 3971, recorded in Book No. I, CD Volume No. 14 Pages from 1030 to 1087 for the year 2010, registered with the office of the District Sub Registrar – II, South 24 Parganas, West Bengal (hereinafter referred to as the "**Owner**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interest and assigns) of the **FIRST PART**;

AND

RIVERBANK DEVELOPERS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having its registered office at 225C, AJC Bose Road, 4th floor, post office – Circus Avenue, police station – Ballygunge, district – South 24-Parganas, Kolkata – 700 020, West Bengal, having PAN No. AADCR7997K and CIN No. U70101WB2007PTC120037, represented by its authorized signatory [•] (Aadhar No. [•]), son of [•], by faith – [•], by occupation – Service, by Nationality – Indian, working for gain at 225C, AJC Bose Road, 4th floor, post office – Circus Avenue, police station – Ballygunge, district – South 24-Parganas, Kolkata – 700 020, West Bengal, having personal PAN No. [•], duly authorised *vide* board resolution dated [•] (hereinafter referred to as the "**Promoter**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interest and assigns) of the **SECOND PART**;

AND

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

AND

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

(*strike off if not applicable)

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

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OR

[•], a company incorporated under the provisions of the [Companies Act, 1913/Companies Act, 1956/Companies Act, 2013]*, with its registered office at [•] and having PAN No. [•] and CIN No. [•], represented herein by Mr./Ms. [•] (Aadhar No. [•]), son/daughter of Mr./Ms. [•], by nationality - Indian, aged [•] years, having PAN No. [•], duly authorised *vide* board resolution dated [•] (hereinafter referred to as the “**Purchaser**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns) of the **THIRD PART**.

(* *strike off the description which is not applicable*)

OR

[•], a partnership firm/limited liability partnership registered under the [Indian Partnership Act, 1932/Limited Liability Partnership Act, 2008]*, having its principal place of business at [•] and having PAN No. [•], represented herein by its authorised partner Mr./Ms. [•] (Aadhar No. [•]), son/daughter of Mr./Ms. [•], Indian, aged [•] years, having PAN No. [•], duly authorised *vide* resolution dated [•] (hereinafter referred to as the “**Purchaser**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner and his/her/their permitted assigns) of the **THIRD PART**.

(* *strike off the description which is not applicable*)

OR

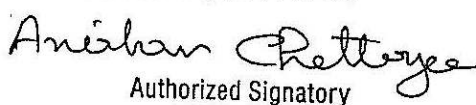
MR. [•] (Aadhar No. [•]), son of Mr. [•], Indian, aged [•] years, having PAN No. [•], for self and as the Karta of the Hindu Joint Mitakshara Family known as [•] HUF, having its place of business/ residence at [•] and having PAN No. [•] (hereinafter referred to as the “**Purchaser**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART**.

The Owner, the Promoter and the Purchaser are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

- I. The Owner is the absolute and lawful owner of and sufficiently entitled to **ALL THAT** piece and parcel of land admeasuring about 309 (three hundred and nine) acres, be the same a little more or less comprised in several dags at Mouza Nangi, Jagtala, Bangla and Mirpur, within the district of South 24 Parganas, out of which land, it was utilizing an area admeasuring about 47 (forty seven) acres (“**Retained Land**”) by operating a factory thereat;
- II. The Owner entered into a joint venture agreement on January 14, 2005 (“**JVA**”) with Calcutta Metropolitan Group Limited (“**CMGL**”), in terms whereof *inter alia* it was decided mutually

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that a joint venture company will be incorporated to undertake the development of an area admeasuring about 262 (two hundred and sixty two) acres ("**Total Land**") which was in excess of the Retained Land already in use by the said Owner herein as a factory;

- III. In pursuance of the JVA as aforesaid, a joint venture company with the name of Riverbank Holdings Private Limited ("**RHPL**") was incorporated which received its certificate of incorporation on February 18, 2005;
- IV. By an application dated January 25, 2006, the Owner sought permission from the Government of West Bengal, Department of Land and Land Reforms for undertaking re-development of 47 (forty seven) acres of the Retained Land and also to allow it to hold, develop and dispose of 262 (two hundred and sixty two) acres of the Total Land held by it under Section 6(3) of the West Bengal Estates Acquisition Act, 1953, for development of a comprehensive township through RHPL, in exercise of powers under Section 14Z of West Bengal Land Reforms Act, 1955 and other provisions of law as may be applicable;
- V. Pursuant to such application, the Government of West Bengal, had allowed technical resumption and re-allotment of the Total Land under Section 6(3) of West Bengal Estates Acquisition Act, 1953, allowing the Owner to become a free-hold raiyat for the purpose of development of an ultra-modern township, *vide* Memo No. 1063-LR/3M-130/05/GE (M) dated April 6, 2006 ("**Order**"). Subject to fulfilment of certain specified conditions, the Owner was also allowed to develop the Total Land into a township through RHPL and appropriate the sale proceeds and economic returns from development of the Total Land;
- VI. In pursuance of the object specified in the JVA dated January 14, 2005, the Owner, CMGL and RHPL entered into a tripartite agreement dated May 18, 2006 ("**Tripartite Agreement**") to reflect the understanding between the parties thereto in relation to the development of the Total Land and to clearly demarcate the respective rights and obligations in respect thereof. To further the spirit of the Tripartite Agreement, the Owner as the sole owner entered into a development agreement dated December 18, 2006 ("**First Development Agreement**") with RHPL as the developer, to lay down the immediate procedure, terms and conditions, and to describe the understanding between the parties thereto in relation to the development of the Total Land by RHPL;
- VII. RHPL was accorded the status of a co-developer by the Government of India, Ministry of Commerce and Industry, Department of Commerce (SEZ Section), by an approval dated November 13, 2006, bearing reference No. F.2/221/2006-SEZ under the provisions of the Special Economic Zones Act, 2005, to develop an information technology special economic zone ("**IT SEZ**") over an area of about 25 (twenty five) acres within the Total Land ("**RHPL Land**"). Pursuant thereto, it was mutually decided to incorporate a new company which would deal with the development of a township over 237 (two hundred and thirty seven) acres of the Total Land and RHPL would focus on developing the IT SEZ over the RHPL Land. Accordingly, the Owner and CMGL co-promoted a company with the name of Riverbank Developers Private Limited, the Promoter herein, on October 25, 2007. By a deed of novation and assignment dated December 8, 2007 ("**Novation and Assignment Deed**"), RHPL assigned

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and novated development rights over 237 (two hundred and thirty seven) acres out of the Total Land to the Promoter for undertaking development therein;

- VIII. On January 19, 2010, a letter bearing memo no. 79/CC, was issued by Office of the District Magistrate, South 24 Parganas, Alipore, addressed to RHPL, requesting to transfer piece and parcel of land measuring an area of 4.5 (four point five) acres at Mouza- Mirpur, within Police Station – Maheshtala, within the Maheshtala Municipality and piece and parcel of land measuring an area of 8.7 (eight point seven) acres at Mouza- Jagtala, within Police Station - Maheshtala, within the Maheshtala Municipality within the Township as a gesture of corporate social responsibility and in furtherance of fulfilment of the obligations mentioned in the Clause 4A(i) and (ii) of the Order;
- IX. Pursuant to the aforesaid letter, 2 (two) separate gift deeds were executed on January 21, 2010, between the Owner and the State of West Bengal, registered with the District Sub-Registrar-II, Alipore, South 24 Parganas whereby 2 (two) separate piece and parcel of land measuring an area of 4.5 (four point five) acres at Mouza- Mirpur, within Police Station – Maheshtala, within the Maheshtala Municipality and piece and parcel of land measuring an area of 8.7 (eight point seven) acres at Mouza- Jagtala, within Police Station – Maheshtala, within the Maheshtala Municipality within the Township (collectively the “**Gifted Land**”), were gifted to the State of West Bengal, under the assumption that such gifting of land parcels would discharge the obligations mentioned in the Clause 4A(i) and (ii) of the Order;
- X. In pursuance of the aforesaid, the area in respect whereof the Promoter had development rights for undertaking the development of township project stood varied to 223.80 (two hundred and twenty three point eight zero) acres (hereinafter referred to as “**RDPL Land**”);
- XI. On April 28, 2010, the Owner, RHPL, the Promoter and CMGL entered into an amended and restated development agreement (“**Development Agreement**”) which varied the terms of the First Development Agreement and set out the revised terms agreed to by and between these parties for the development of the project on the RDPL Land and RHPL Land collectively admeasuring about 248.80 (two hundred and forty eight point eight zero) acres (i.e. sum of 223.80 (two hundred and twenty three point eight zero) acres and 25 (twenty five) acres) in accordance with the terms of the Order. This Development Agreement replaced the entire understanding between the parties as contained in the JVA, Tripartite Agreement, First Development Agreement and the Novation and Assignment Deed. This Development Agreement was registered with the District Sub-Registrar-II, Alipore, South 24 Parganas in Book No. I, CD volume No. 14, pages 1030 to 1087, being No. 03971 for the year 2010. The said Development Agreement is valid and subsisting as on date;
- XII. Subsequent to the execution and registration of the aforesaid gift deeds for the Gifted Land, it was discovered that the Land and Land Revenue Department, had neither issued any order for gift deeds, nor, issued any order relieving the Owner from the obligations, terms and conditions specified in the Order. Accordingly, a decision was taken by the State of West Bengal for cancellation of the aforesaid gift deeds, which decision was implemented by executing and registering 2 (two) deeds of cancellation of gift, both dated January 9, 2012 and registered with the District Sub-Registrar-II, Alipore, South 24 Parganas in Book No. I, CD

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volume No. 1, pages 3602 to 3612, being No. 00221 for the year 2012 and the District Sub-Registrar-II, Alipore, South 24 Parganas in Book No. I, CD volume No. 1, pages 3591 to 3601, being No. 00220 for the year 2012, respectively;

- XIII. Upon cancellation of the gift deeds as aforesaid, the right, title, interest and possession of the said Gifted Land vested back in favour of the Owner. On December 5, 2013, the Owner, RHPL, the Promoter and CMGL modified and/or supplemented the Development Agreement by executing an addendum thereto which was duly registered with the office of the District Sub-Registrar-II, Alipore, South 24 Parganas in Book No. I, CD volume No. 22, pages 9476 to 9498, being No. 12832 for the year 2013, whereby the Owner granted exclusive development rights in relation to the said Gifted Land in favour of the Promoter and the parties thereto agreed and declared that the said Gifted Land shall be deemed to form part of RDPL Land and all authorities in connection thereto as conferred unto the Promoter through the Development Agreement shall *mutatis mutandis* be applicable in respect of the Gifted Land as well;
- XIV. The Owner applied to the Government of India, Ministry of Commerce and Industry to de-notify the SEZ status of the RHPL Land, to which, by a letter dated June 21, 2010, the Government of India granted approval for de-notification of the said RHPL Land, which thus became free for development other than as a SEZ;
- XV. The Order was modified by memorandum bearing number LRC/140/2014, dated August 25, 2014 and by memorandum bearing no. LRC/192/2014, dated November 28, 2014, pursuant to which, RHPL, as a constituted attorney of the Owner, had relinquished 51.91 (fifty one point nine one) acres of land in favour of the Government of West Bengal for creation of social infrastructure;
- XVI. A scheme of amalgamation was filed as Company Petition No. 458 of 2013 which was duly approved by the Hon'ble High Court at Calcutta by its order dated September 9, 2014, whereby RHPL was merged with the Promoter. Accordingly, by virtue of aforesaid merger, the development rights with regard to the entire Total Land, which *inter alia* includes the RHPL Land, stood vested with the Promoter;
- XVII. Accordingly, the Promoter herein became entitled to develop an integrated modern township under the name and style of '**Calcutta Riverside**' on the Total Land, as more particularly described in the Development Agreement ("**Township**");
- XVIII. The Promoter demarcated a portion of the Total Land within the Township admeasuring an area of about 9.408 (nine point four zero eight) acres (hereinafter referred to as the "**Project Land**"), with 12 (twelve) multi - storied towers/ buildings and each such tower/building comprising several residential apartments to be developed in phases, in the name and style of "**USSHAR**" (hereinafter referred to as the "**Residential Project**");
- XIX. The Project Land is demarcated and delineated on a plan annexed hereto and marked as Annexure - I wherein: (a) the area demarcated in **RED** border is the Project Land, for which all the statutory sanctions/approvals have been obtained in respect of the Residential Project including the Project (*defined hereinbelow*); (b) the portion of the Project Land shown in **RED**

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hatch/shed having an aggregate area of 0.363 (zero point three six three) acres is under illegal possession/encroached by outsiders, which the Promoter will endeavor to evict. Although the Promoter agrees to convey the title of the encroached portion, however, it is clarified that possession of the same can be handed over only when the encroachments are evicted; (c) the portion of Project Land shown in **BLUE** shed having an aggregate area of 1.322 (one point three two two) acres is earmarked for merging the same with the adjacent golf course. The purchaser(s) will only have a right to use this portion of the Project Land in common with other users of the golf course without any ownership rights; and (d) the road having a length of 140.75 (one hundred forty point seven five) meters and average width of 20.15 (twenty point one five) meters and an area of 0.673 (zero point six seven three) acres, which is shown in **BLUE** border is connecting the Project Land to the internal road network of the Township and is not a part of the Project Land. The Owner/Promoter has given a perpetual right of easement on this road to all the purchasers of the Residential Project including the Project;

- XX. The Promoter has further demarcated a portion of the Project Land within the Residential Project admeasuring an area of 2.915 (two point nine one five) acres, lying, situated and comprised in the Township, being Premises Number 1, New Bata Road, Batanagar, at and under Mouza – Bangala and Nangi, Khatian Number – 767 and 1663, J.L. Number – 41 and 43, R.S. and L.R. Dag Numbers - 71 (P), 72 (P), 74 (P) and 1345 (P) (hereinafter referred to as the “**Said Land**” and more fully and particularly delineated and demarcated in Annexure – II hereto), with 3 (three) multi - storied towers/ buildings, and each such tower/building comprising several residential apartments, in the name and style of “**USSHAR PHASE 1A**” (hereinafter referred to as the “**Project**”);
- XXI. The Promoter and the Owner, in pursuance of the Development Agreement mentioned in Recital XI above, the addendum to the Development Agreement mentioned in Recital XIII above, the deeds of cancellation of gift mentioned in Recital XII above, the notification dated November 13, 2006 and de-notification dated June 21, 2010 of Government of India, Ministry of Commerce and Industry mentioned in Recital VII and Recital XIV respectively, got clear, marketable and unencumbered right, title and interest on the Total Land;
- XXII. The Promoter has obtained from the Maheshtala Municipality the sanctioned plan bearing Ref No. III-B/MM/BLDG/2/578/2006/SP/BP dated October 16, 2020, comprising of the layout plan, specifications and approvals of the Residential Project, the Project and also for the Apartment (*as hereinafter defined*);
- XXIII. The Promoter registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no. _____;
- XXIV. In terms of the Development Agreement, all constructed space in the Project has been allocated to the Promoter as the Promoter’s allocation and the Promoter is the owner of the entire Project including all the tower(s) and the Unit(s) thereon. As such the Promoter alone is entitled to allot and transfer the Unit(s) so developed and constructed along with such rights and entitlements as it may deem fit to any person in its sole discretion and to receive and

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appropriate the consideration and all other sums, as the Promoter may determine from time to time entirely to its own benefit;

- XXV. The Promoter is fully competent to enter into this Deed and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land, on which the Project has been constructed, have been completed;
- XXVI. The Purchaser had applied for an apartment in the Project and pursuant thereto has been allotted apartment no. [•] having carpet area of [•] square feet, built up area of [•] square feet and super built up area of [•] square feet, on the [•] floor in [tower/block/building] no. [•] ("**Building**"), [along with exclusive balcony and open terrace area appurtenant to the apartment (as mentioned under the Explanation to Section 2(j) of the Act)], [and along with [•] covered/open garage/ parking admeasuring [•] square feet in [insert location of car parking]], as permissible under Applicable Law and a *pro rata* share in the Common Areas, as defined in Section 2(m) of the Act (hereinafter collectively referred to as the "**Apartment**" and as more fully and particularly described in **Schedule A** written hereunder, with the floor plan of the apartment annexed hereto as **Schedule B**), on the terms and conditions contained in the allotment letter dated [•] and/or any subsequent modifications thereto;
- XXVII. Pursuant thereto the Parties executed an agreement for sale dated [•] for the said Apartment ("**AFS**"), on the terms and conditions set out therein and in accordance with Applicable Laws. The said AFS has been registered in the office of [•] in Book No. [•], CD Volume No. [•], Pages [•] to [•], being No. [•] for the year [•];
- XXVIII. By a memo bearing reference no. [•] dated [•] the [name of the concerned competent authority to be inserted] granted a completion certificate/partial completion certificate under Applicable Laws in respect of the Project;
- XXIX. Pursuant to receipt of the completion certificate/partial completion certificate, the Promoter has issued a possession notice dated [•] to the Purchaser in compliance with the provisions of the AFS, and the Purchaser being in compliance with the provisions of the AFS and paying all amounts due with respect to the Apartment in accordance with the terms thereof, the Parties have now agreed to execute this Deed;
- XXX. On or before execution of this Deed, the Purchaser has examined or has caused to be examined the following and the Purchaser has fully satisfied himself/itself as to:
- (a) the floor plan, area and other dimensions and specifications of the Apartment;
 - (b) the layout plan and sanctioned plan of the Residential Project, the Project and the Building; and
 - (c) the terms, conditions, covenants, stipulations, restrictions, reservations, and obligations, subject to which this Deed is being executed;
- and the Purchaser has further agreed, represented and undertaken, not to raise any objection and/ or demand and/or claim for compensation and/or damage in respect thereof in any manner or on any ground whatsoever or howsoever;

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XXXI. The Parties have gone through all the terms and conditions set out in this Deed and have understood the mutual rights and obligations detailed herein; and

XXXII. Based on the representations and other covenants by the Purchaser, the Promoter and the Owner hereby execute this Deed in favour of the Purchaser on the terms and conditions as set forth herein.

NOW THEREFORE THIS DEED OF CONVEYANCE WITNESSES AS FOLLOWS:

1. Definitions and Interpretation

1.1 Definitions

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

“**Act**” shall mean the West Bengal Housing Industry Regulation Act, 2017;

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

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

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

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

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

“**CMGL**” shall mean Calcutta Metropolitan Group Limited, having CIN U67120WB1999PLC089581;

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

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

“Common Charges and Expenses” shall mean the costs, expenses and charges related to maintenance, management, upkeep of the Common Areas, including but not limited to the charges and expenses listed out in Clause 7.1 of this Deed and which would be shared proportionately between the Co-Buyers/Co-Occupiers of the Residential Project;

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

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

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

“First Development Agreement” shall have the meaning ascribed to such term in Recital VI of this Deed;

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

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

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

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

“Novation and Assignment Deed” shall have the meaning ascribed to such term in Recital VII of this Deed;

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

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

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

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

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

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

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

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

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

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

“**RHPL**” shall mean Riverbank Holdings Private Limited having CIN No. U45201WB2005PTC101773;

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

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

“**Schedule**” shall mean a schedule of this Deed;

“**Specified Township Facilities**” shall mean all such facilities as may be provided within the Township by the Promoter (which are not reserved for the specific use of any particular project within the Township or the Promoter or its nominee) at its sole discretion for the use of the Co-Buyers / Co-Occupiers of the Township and/or general public;

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

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

“**Township Maintenance Charges**” shall mean the costs, expenses and charges related to maintenance, management, upkeep of the Specified Township Facilities of the Township, including but not limited to, those listed out in Clause 7.2 of this Deed and which shall be shared proportionately between the Co-Buyers / Co-Occupiers of the Township;

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

“**Tripartite Agreement**” shall have the meaning ascribed to such term in Recital VI of this Deed; and


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

1.2 Interpretation

In this Deed, unless the context otherwise requires:

- (i) headings and numbering are not to be considered as part of this Deed and they have been solely inserted for convenience and reference purposes and shall not affect the construction/interpretation of this Deed;

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- (ii) words importing the singular include the plural and *vice versa*, and word importing a gender include each of the masculine, feminine and neutral gender;
 - (iii) reference to any enactment, whether general or specific, shall include any modification, extension or re-enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws, permissions or directions at any time issued under it;
 - (iv) in the event of any inconsistency between the clauses of this Deed and the schedules hereto, the clauses of this Deed shall prevail;
 - (v) a reference to any agreement or document, is a reference to that agreement or document and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, renewed or extended, from time to time, in accordance with the terms thereof;
 - (vi) the word “*person*” shall mean any individual, partnership, firm, corporation, joint venture, association, trust, unincorporated organization or other similar organization or any other entity and wherever relevant shall include their respective successors and assigns and in case of an individual shall include his legal representatives, administrators, executors and heirs and in case of a trust shall include the trustee or the trustees for the time being;
 - (vii) the term “*or*” shall not be exclusive, the terms “*herein*”, “*hereof*”, “*hereto*” and “*hereunder*” and other terms of similar import shall refer to this Deed as a whole and not merely to the specific provision where such terms may appear and the terms “*including*” and “*include*” shall be construed without limitation; and
 - (viii) it is clarified that this Deed shall supersede and/or shall have overriding effect on any other documents executed prior to the date of this Deed.
2. In pursuance of the aforesaid **AND** in consideration of the sum of INR [●] (Indian Rupees [●]) paid by the Purchaser to the Promoter at or before the execution of these presents, the receipt whereof the Promoter doth hereby admit and acknowledge by the instant clause and also by a memorandum of consideration hereunder written and further in consideration of the Purchaser agreeing and undertaking to observe and perform the terms, conditions, covenants, restrictions and obligations including but not limited to those mentioned in Clause 4.17 hereunder, the Owner and the Promoter do hereby acquit, release and discharge the Purchaser, and the Owner and the Promoter do hereby grant, sell, transfer, convey, assure and assign in favour of the Purchaser, the Apartment (as more fully and particularly described in **Schedule A** written hereunder, with the floor plan of the apartment annexed hereto as **Schedule B**) **TOGETHER WITH** the right to access and use to the internal passage leading from the Budge Budge Trunk (B.B.T.) Road to the main gate of the Residential Project as delineated with blue colour on the plan attached hereto as Annexure – III and thereon shown in red line

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for ingress and egress in common with other occupants/occupiers/residents of the Residential Project and/or Township and/or people visiting the facility of the Owner, for the beneficial use and enjoyment of the said Apartment by the Purchaser and **TOGETHER WITH** the right to use the Specified Township Facilities **SUBJECT TO** the terms, conditions, and provisions contained herein but otherwise free from all encumbrances, charges, liens, lispence, trusts, execution and attachment proceedings **AND** all the estate, right, title, claim, interest, demand of the Owner and the Promoter into or upon the Apartment **TO HAVE AND HOLD** the Apartment hereby sold, transferred, granted, conveyed, assigned and assured or intended to be and every part or portion thereof, to or unto the use of the Purchaser absolutely and forever but at all times **SUBJECT TO** the payment in perpetuity of the proportionate share of the Common Charges and Expenses including but not limited to the common expenses mentioned in Clause 7.1 hereunder, and also proportionate share of the Township Maintenance Charges mentioned in Clause 7.2 hereunder, and all other Outgoings now chargeable upon or which become payable hereafter in respect of or in connection with the said Apartment wholly and the Common Areas and the Township proportionately, to the Promoter, the Association, the TMC or the Property Management Agency, as the case may be.

3. THE OWNER AND THE PROMOTER HEREBY AGREE AND ACKNOWLEDGE AS FOLLOWS:

- 3.1 That subject to the provisions of this Deed, the interest which the Promoter and the Owner do hereby profess to transfer subsists and that the Owner and the Promoter have full right, power and absolute authority to grant, sell, transfer, convey, assign and assure the Apartment unto the Purchaser;
- 3.2 That subject to the observance and performance of the terms and conditions, covenants, stipulations, restrictions and obligations contained herein by the Purchaser, it shall be lawful for the Purchaser, from time to time and at all times hereafter, to enter into and to hold and enjoy the Apartment and/or every part thereof and to receive rents, issues and profits thereof without any interruption, disturbance, claim or demand whatsoever from or by the Owner or the Promoter or any person or persons claiming through, under or in trust for any of them; and
- 3.3 That the Promoter and the Owner shall, subject to the observance and performance of the terms and conditions, covenants, stipulations, restrictions and obligations contained herein by the Purchaser, from time to time and at all times hereafter, upon every reasonable request and at the cost of the Purchaser, make, do, acknowledge, execute and perform all such further and/or other lawful and reasonable acts, deeds and things whatsoever for further, better or more perfectly and absolutely assuring the Apartment unto the Purchaser.

4. THE PURCHASER, WITH INTENTION TO BRING ALL PERSONS INTO WHOSOEVER'S HANDS THE APARTMENT MAY COME, HEREBY COVENANTS AND AGREES WITH THE OWNER AND THE PROMOTER AS FOLLOWS:

- 4.1 That the Promoter [has already given the delivery of vacant, peaceful, satisfactory and acceptable possession of the Apartment / shall simultaneously with the execution of this Deed

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give delivery of vacant, peaceful, satisfactory and acceptable possession of the Apartment]¹ (hereinafter referred to as the “**Possession Date**”) to the Purchaser, by way of issuance of a possession letter, which the Purchaser hereby admits, acknowledges and accepts;

- 4.2 That since the share /interest of the Purchaser in the Common Areas is undivided and cannot be divided or separated, the Purchaser shall use the Common Areas along with other Co-Buyers and/or Co-Occupiers of the Residential Project, without causing any inconvenience or hindrance to them;
- 4.3 That the Purchaser’s right at all times shall be limited to the Apartment, and the Purchaser shall neither have nor claim any manner of right, title and/or interest over or in respect of any other part or portion of any other areas, i.e. areas and facilities falling outside the Residential Project, save and except the right to use and enjoy the Specified Township Facilities that are made available by the Promoter at its sole and absolute discretion for the common use of the Co-Buyers or Co-Occupiers of the Township, and namely the remaining part and portion of the Township shall not form a part of the declaration to be filed with the concerned competent authority in accordance with Applicable Laws;
- 4.4 That, on and from the Possession Date, the Purchaser shall at all times make timely payment of the proportionate Common Charges and Expenses and the proportionate Township Maintenance Charges to the Promoter, Association, TMC or the Property Management Agency, as the case may be, in the manner and at such intervals and at such rates as may be decided by the Promoter, the Association, the TMC or the Property Management Agency, as the case may be, failing which the Promoter, the Association, TMC or the Property Management Agency, as the case may be, shall be entitled to take such action as it may deem fit;
- 4.5 That the Common Charges and Expenses shall be proportionately divided amongst the Co-Buyers and/or Co-Occupiers of the Residential Project and the Township Maintenance Charges shall be proportionately divided amongst the Co-Buyers and/or Co-Occupiers of the Township, in such manner as may be decided by the Promoter, the TMC, the Association or the Property Management Agency, as the case be, from time to time in this regard;
- 4.6 That the Purchaser shall have the right to use the Specified Township Facilities in common with the Co-Buyers and/or Co-Occupiers of the Township. The right of the Purchaser to use the Common Areas and the Specified Township Facilities shall always be subject to the timely payment of maintenance charges and other charges, including but not limited to the Common Charges and Expenses and the Township Maintenance Charges as determined and thereafter billed by the Promoter or the Association or the TMC or the Property Management Agency, as the case maybe, and performance by the Purchaser of all his/her/its obligations in respect of the terms and conditions specified by the Promoter or the Association or the TMC or the Property Management Agency, as the case maybe, from time to time;

¹ **Comment:** Strike off the sentence not applicable.

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- 4.7 That the Purchaser shall bear and pay all the municipal taxes, rates, levies, surcharge, deposits including security deposits, assessments together with interest thereon and all other outgoings (hereinafter referred to as “**Outgoings**”) related to the Apartment on and from the Possession Date. However, so long as the Apartment is not separately assessed for municipal taxes, rates, levies surcharges and other outgoings, the Purchaser shall be liable to and will pay his/her/its proportionate Outgoings attributable to the Apartment to the Promoter, TMC, Association or the Property Management Agency, as the case may be. Further, on and from the Possession Date, the Purchaser shall be liable to pay proportionately all Outgoings for the Common Areas and the Specified Township Facilities on the basis of bills to be raised by the Promoter, Association, TMC or the Property Management Agency, as the case may be, such bills being conclusive proof of the liability of the Purchaser in respect thereof;
- 4.8 That the Purchaser shall be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the relevant Unit in the records of the concerned authorities within a period of 3 (three) months and shall keep the Owner and the Promoter indemnified against any loss, claims and/or demand that may be incurred by or may arise against the Owner and/or the Promoter due to non-fulfilment and/or non-observance of this obligation by the Purchaser;
- 4.9 That the Purchaser has fully understood that the Township is being constructed and/or developed in phases and that any plans for the Township (other than for the Project) that have been presented to the Purchaser by the Promoter are tentative and subject to change at the absolute discretion of the Promoter. The Purchaser hereby agrees and undertakes that the Promoter or its nominees shall be at liberty at all times to construct the remaining parts and portions of the Township, including for providing any services, facilities or utilities to the residents of the other projects of the Township, in the manner determined by the Promoter or its nominees at its/their absolute discretion and the Purchaser shall absolutely be precluded from causing and will not cause any obstructions, obstacles, impediments, hindrances or object in any manner and/or of any nature whatsoever to such constructions and/or development of the remaining parts and portions of the Township;
- 4.10 That the Purchaser has fully understood that the Residential Project is being developed in phases, with the Project being one such phase of the Residential Project. Consequently, the Purchaser hereby agrees and acknowledges that: (i) the owners of Units in the Project shall have a *pro rata* share in the Common Areas of the entire Residential Project, in common with all the other owners of Units in the Residential Project; (ii) the owners of Units in Project shall have a proportionate share in the Project Land, along with all the other owners of Units in the Residential Project; and (iii) all the other owners of Units in the Residential Project shall have a proportionate share in the Said Land, along with the owners of Units in the Project, and the Purchaser shall not raise any objection and impediment to the same;
- 4.11 That the Apartment along with [●] car parking shall be treated as a single indivisible unit for all purposes;

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- 4.12 That the Purchaser shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies) with respect to the Apartment;
- 4.13 That the Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter, the Association and/or the Property Management Agency;
- 4.14 That, wherever in this Deed it is stipulated that the Purchaser has to make any payment, in common with other Co-Buyers in the Residential Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the apartments in the Residential Project;
- 4.15 That the Purchaser has granted and shall be deemed to have granted to the Owner, Promoter, the TMC, Association, the Property Management Agency and the Co-Buyers and/or Co-Occupiers of the Township and all their successors-in-interest/title unfettered and perpetual easements over, under and above all Common Areas;
- 4.16 That the Purchaser agrees that the Promoter, TMC, the Association and the Property Management Agency, shall have the right of unrestricted access to all Common Areas, garages/ parking spaces and other areas of the Residential Project, for providing necessary maintenance services and/or carrying out electrical, plumbing and other works, either over-ground or under-ground, required for the Residential Project and/or the Township, as the case may be, and the Purchaser agrees to permit the Promoter, the Association, TMC and the Property Management Agency, to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect;
- 4.17 That the Purchaser shall observe, perform and fulfil the covenants, stipulations, restrictions and obligations required to be performed by the Purchaser and all persons into whosever's hands the Apartment may come, as specified in this Deed, including but not limited to the following:
- (i) the Purchaser agrees and acknowledges that service areas located within the Residential Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses as per the sanctioned plan and that the Purchaser shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Promoter, the Association, the TMC or the Property Management Agency, as the case may be, for rendering maintenance services;
 - (ii) the Purchaser shall co-operate with the other Co-Buyers and Co-Occupiers of the Project, the Residential Project and/or the Township, the Promoter, the Association, the TMC and/or the Property Management Agency, as the case may be, in the management and maintenance of the Apartment, the Building, the Project, the Residential Project and the Township and shall abide by the directions and decisions of the Promoter, the Association, the TMC and/or the Property Management Agency,

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- as the case may be, as may be made from time to time in the best interest of the Apartment, the Building, the Project, the Residential Project and/or the Township;
- (iii) the Purchaser shall abide by and observe at all times and the regulations framed by the Promoter, TMC, Association and/or Property Management Agency, as the case may be, from time to time for peaceful use and enjoyment and maintenance and management of the said Apartment, Building, the Project, the Residential Project and/or the Township and shall also abide by all Applicable Laws;
 - (iv) the Purchaser shall pay to the Promoter, the Association, the TMC or the Property Management Agency, as the case may be, damages and/or compensation for damage or destruction to any common fixtures and fittings, utilities and/or equipment of the Building, the Project, the Residential Project and/or the Township, that has been caused by the negligence and/or willful act of the Purchaser and/or any occupier of the Apartment and/or family members, guests or servants of the Purchaser or such other occupiers of the Apartment or people acting on their behalf;
 - (v) the Purchaser shall, after taking possession of the Apartment, be solely responsible to maintain the Apartment at his own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any Applicable Laws or change or alter or make additions to the Apartment and shall keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized;
 - (vi) the Purchaser shall carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Purchaser and shall not do or suffer to be done anything in or to the Building or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
 - (vii) the Purchaser shall not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, the Residential Project, the Township, the buildings therein or Common Areas;
 - (viii) the Purchaser shall not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design;
 - (ix) the Purchaser shall not store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Apartment or the Building or store such goods which are objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or are likely to damage the Common Area, staircases, common passages or any other structure of the Building, including entrances of the Building and in case any damage is caused to the Building or the Apartment on

- account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach;
- (x) the Purchaser shall also not remove any wall, including the outer and load bearing wall of the Apartment;
 - (xi) the Purchaser shall not demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor make any alteration in the elevation of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardsis or other structural members in the Apartment without the prior written permission of the Promoter, the Association or the Property Management Agency or the TMC, as the case may be;
 - (xii) the Purchaser shall not do or permit to be done any act or thing which may render void or voidable any insurance of the said Total Land or any part thereof or any structures comprised therein whereby any increased premium shall become payable in respect of the insurance;
 - (xiii) the Purchaser shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Apartment in the compound or any portion of the Residential Project, the Project or the Building, other than in the area earmarked for the such purpose;
 - (xiv) the Purchaser shall pay to the Promoter or the Association or the Property Management Agency, as the case may be, within 15 (fifteen) days of demand by the Promoter, security deposit demanded by the concerned local authority or government for giving supply of water, electricity or any other service connection to the Apartment or the Building;
 - (xv) the Purchaser shall bear and pay increases in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or government and/or other public authority and/or insurance company, on account of change of user of the Apartment by the Purchaser to any purposes other than for the purpose for which it is sold;
 - (xvi) the Purchaser shall sign and execute such papers and documents, and do all such acts, deeds, and things as may be necessary from time to time for safeguarding the mutual interests of the Promoter and other Co-Buyers and/or Co-Occupiers of the Project, the Residential Project and/or the Township;
 - (xvii) the Purchaser shall not have any manner of right, title or interest in respect of the Specified Township Facilities, save and except the right to use and enjoy/ receive certain common services of/from the said Specified Township Facilities, subject to the timely payment of the Township Maintenance Charges;
 - (xviii) the Purchaser shall not make any claim and/or demand for damages and/or compensation against the Owner and/or Promoter and/or its nominees for the reason that the Purchaser will have to bear the inconvenience, noise, sound, disturbance etc., if any, caused due to the construction of the remaining and/or additional part and portion of the Residential Project or the Township by the Promoter or its nominees;
 - (xix) the Purchaser shall carry out any repair or interior work or any other works in the Apartment only between reasonable hours so as not to cause any annoyance,

- nuisance and/or disturbance to the other Co-Buyers and/or Co-Occupiers of the Project, the Residential Project and/or the Township;
- (xx) the Purchaser shall draw the electric lines/wires, television cables, broadband data cables and telephone cables to the Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other Co-Buyers and/or Co-Occupiers of the Project or the Residential Project. The main electric meter shall be installed only at the common meter space in the Building or Project, as the case may be. The Purchaser shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Project, the Said Land or the outside walls of the tower(s), save and except in the manner indicated by the Promoter or the TMC or the Property Management Agency or the Association, as the case may be;
 - (xxi) if the Purchaser lets out or sells the Apartment, the Purchaser shall immediately notify the Promoter or Property Management Agency or the Association or the TMC, as the case may be, of the tenant's/transferee's details, including address and telephone number;
 - (xxii) the Purchaser shall not sub-divide the Apartment and/or any part or portion thereof;
 - (xxiii) the Purchaser shall not close or permit the closing of verandahs or lounges or balconies or lobbies and common parts or portions;
 - (xxiv) the Purchaser shall not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the Apartment;
 - (xxv) the Purchaser shall not install grills, the design of which has not been suggested and/or approved by the Promoter, TMC, Property Management Agency or the Association or in any other manner do any other act which would affect or detract from the uniformity and aesthetics of the Building or the Project;
 - (xxvi) the Purchaser shall not build, erect or put upon the Common Areas or the Specified Township Facilities any item of any nature whatsoever;
 - (xxvii) the Purchaser shall not obstruct and/or block any pathways, driveways, passages, side-walks, lobbies and/or common areas of the Building, the Project, the Residential Project or the Township in any manner;
 - (xxviii) the Purchaser shall not use the Apartment or permit the same to be used for any purpose save and except exclusively for residential purpose and use or permit the same to be used for any purpose which may cause or is likely to cause nuisance or annoyance or cause damage or inconvenience to any Co-Buyers and/or Co-Occupiers of the Project, the Residential Project and/or the Township;
 - (xxix) the Purchaser shall not use the Apartment for any illegal or immoral purpose or for any commercial or industrial activities whatsoever;
 - (xxx) the Purchaser shall not make or permit any disturbing noises in the Apartment by the Purchaser himself, his family, his invitees or servants, or do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the other Co-Buyers and/or Co-Occupiers of the Township;
 - (xxxi) the Purchaser shall not keep in the garage/parking space, if any, anything other than cars or two-wheeler or use the said garage/parking space for any purpose other than parking of cars or two wheelers or raise any kucha or pacca construction, grilled wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store articles therein;

- (xxxii) the Purchaser shall not park or allow its vehicle to be parked in the pathway or open spaces in the Township or any part or portion thereof, save and except the parking space, allotted to the Purchaser or any other place specifically demarcated for the parking of the vehicles of visitors of Co-Buyers and Co-Occupiers of the Township;
- (xxxiii) the Purchaser shall not shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the Building or the Project in any manner whatsoever;
- (xxxiv) the Purchaser shall not misuse or permit to be misused the water supply to the Apartment;
- (xxxv) the Purchaser shall not change/alter/modify the name of the Building or the Project from that mentioned in this Deed;
- (xxxvi) the Purchaser shall not use the name/mark of the Promoter in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the Apartment and if the Purchaser does so, the Purchaser shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark of the Promoter;
- (xxxvii) the Purchaser shall not carry on or cause to be carried on any obnoxious or injurious activity in or through the Apartment, the garage/parking space, if any, and the Common Areas;
- (xxxviii) the Purchaser shall not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home appliances;
- (xxxix) the Purchaser shall not install or keep or run any generator in the Apartment and the garage/ parking space, if any;
- (xl) the Purchaser shall not smoke in public places inside the Residential Project and the Township which is strictly prohibited and the Purchaser and his/her/its guests are expected not to throw empty cigarette cartons, cigarette butts and matchboxes in the open and dispose them off in the pre-positioned dustbins after ensuring that the fire is fully smothered/extinguished;
- (xli) the Purchaser shall not pluck flowers or stems from the gardens or plants;
- (xlii) the Purchaser shall not throw or allow to be thrown litter on the grass planted within the Project, the Residential Project or the Township;
- (xliii) the Purchaser shall not trespass or allow any person to trespass over lawns and green plants within the Project, the Residential Project or the Township;
- (xliv) the Purchaser shall not overload the passenger lifts and shall move goods only through the staircase of the Building;
- (xlv) the Purchaser shall not use the elevators in case of fire;
- (xlvi) the Purchaser agrees and acknowledges that the Promoter, the Association, the TMC and the Property Management Agency shall be entitled to put up any neon sign, hoardings and other display materials on any part or portion of the Common Areas;
- (xlvii) the Purchaser shall not fix or install any antenna on the roof or terrace of the Apartment or Building or fix any window antenna, save and except at the spaces specifically earmarked for such purpose by the Promoter, the Association, the TMC and/or the Property Management Agency, as the case may be;
- (xlviii) the Purchaser shall not put any clothes in or upon the windows, balconies and other portions which may be exposed in a manner or be visible to outsiders;

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- (xlix) the Purchaser shall remain fully responsible for any domestic help or drivers or workmen employed by the Purchaser and any pets kept by the Purchaser;
- (l) the Purchaser shall not refuse or neglect to carry out any work directed to be executed in the Apartment after he/she/they has/have taken possession thereof, by a competent authority, or require or hold the Promoter, the TMC or Property Management Agency liable for execution of such works;
- (li) the Purchaser is entering into this Deed with the full knowledge of all laws, rules, regulations, notifications applicable to the Project, the Residential Project and the Township and that the Purchaser shall comply with and carry out, from time to time after the Purchaser has taken over the occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the Apartment at his/ her/its own cost; and
- (lii) the Purchaser shall not generally do any such things that may disturb peace, harmony, beauty, decency or aesthetic quality of the surroundings of the Building, the Project, the Residential Project and the Township; and

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

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

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

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delay in the formation of the Association for any reason whatsoever, the Purchaser shall continue to be liable to pay the Common Charges and Expenses, Township Maintenance Charges and the Outgoings as specified in this Deed to the Promoter, the Property Management Agency or the TMC, as the case may be.

- 5.2 Each Unit in the Residential Project shall represent 1 (one) share, irrespective of the number of persons owning such Unit and irrespective of the same person owning more than 1 (one) Unit. Further, in the event a Unit is owned by more than 1 (one) person, then the person whose name first appears in the nomenclature of this Deed as the Purchaser shall only be entitled to become a member of the Association. In the event that the Purchaser is a minor, the local guardian of such minor shall become a member of the Association. A tenant or licensee of the Purchaser shall not be entitled to become a member of the Association.
- 5.3 Upon formation of the Association, the Promoter shall handover the Common Areas, together with the relevant documents and plans pertaining thereto, to the Association within such time period and in such manner as prescribed under Applicable Laws (hereinafter referred to as the "**Handover Date**"). On and from the Handover Date, the Association shall *inter alia* become liable and responsible for the compliance, subsistence and renewal of all licenses, insurances, annual maintenance contracts and other contracts, guarantees, warranties, obligations etc. to various authorities under Applicable Laws, as may from time to time have been procured/ obtained/ entered into by the Promoter and the Association shall take the responsibility for proper safety and maintenance of the Residential Project and of upkeep of all fixtures, equipment and machinery provided by the Promoter, and save as otherwise provided herein, the Promoter shall immediately stand discharged of any liability and/or responsibility in respect thereof, and the Purchaser and the Association shall keep each of the Owner, the Promoter, the TMC and the Property Management Agency fully safe, harmless and indemnified in respect thereof.
- 5.4 The Purchaser acknowledges that as of the day of this Deed, the non-interest bearing security deposit of INR [●] (Indian Rupees [●]) which was deposited with the Promoter by the Purchaser has been pooled into a corpus deposit ("**Corpus Deposit**"). The Purchaser further acknowledges that the Promoter shall be entitled to adjust/ deduct from such Corpus Deposit, all amounts remaining due and payable by the Purchaser and the several Co-Buyers of the Residential Project to the Promoter, together with interest thereon. Further, it is hereby agreed that the Promoter shall not be held liable, in any manner whatsoever, for any shortfall in the Corpus Deposit due to the above adjustments.
- 5.5 In case of failure of the Purchaser to pay the Common Charges and Expenses and/or the Township Maintenance Charges, or any interest accrued thereon, on or before the due date, the Purchaser authorises the Promoter, the Property Management Agency, the TMC or the Association, as the case may be, to adjust such outstanding amounts from the Corpus Deposit. The Purchaser hereby agrees and undertakes to bear all taxes that may be levied on the Promoter or the Association or the TMC, as the case may be, on account of making such adjustments.

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- 5.6 On any adjustments being made from the Corpus Deposit under this Clause 5, the Purchaser hereby undertakes to make good the resultant shortfall in the Corpus Deposit within 15 (fifteen) days of a demand made by the Property Management Agency, the TMC or the Association with respect thereto.
- 5.7 The management, maintenance and administration of all Specified Township Facilities shall at all times be monitored and supervised by a township management company set up or appointed by the Promoter ("**TMC**").
- 5.8 The Purchaser hereby confirms and undertakes that the maintenance, management, upkeep and administration of the Common Areas and the collection of the maintenance, management charges, etc. including Common Charges and Expenses from the several owners/occupiers of the Units comprised in the Residential Project, shall be carried out by a professionally qualified property management agency ("**Property Management Agency**") nominated by the Promoter. The Purchaser acknowledges that for the standard of maintenance to be maintained throughout the Township, it is essential that the Property Management Agency is nominated by the Promoter. The Purchaser, if so directed by the Promoter, hereby agrees to execute a tripartite agreement with the Property Management Agency and the Association in this regard.
- 5.9 The Property Management Agency shall be accountable for the management, maintenance and upkeep of the Residential Project to the Association.
- 5.10 The Purchaser acknowledges that it/he/she shall be bound by the rules and regulations which may be framed in relation to maintenance and management of the Building, the Project, the Residential Project and/or the entire Township by the Promoter, the TMC, the Property Management Agency or the Association, as the case may be, and in any event, by way of negative covenants, agrees not to act contrary to such rules and regulations which may be framed by and/or be made applicable to all the apartment owners or occupiers of the Building, the Project, the Residential Project and/or the Township.
- 5.11 The Purchaser expressly agrees and acknowledges that it is obligatory on the part of the Purchaser to regularly and punctually make payment of the proportionate share of the Common Charges and Expenses and the Township Maintenance Charges and further acknowledges that non-payment of the same is likely to affect the maintenance and rendition of the common services, thus affecting the right of the Co-Buyers and/or Co-Occupiers in the Residential Project and the Township.
- 5.12 Further, the Purchaser agrees and undertakes to pay all necessary deposits/charges to the Promoter or the Property Management Agency or Association or the TMC, as the case may be, including the interest free security deposit(s) payable to the concerned statutory bodies/ authorities or other entities, each as may be determined by the Promoter or the Property Management Agency or Association or the TMC, as the case may be, each within such timelines as may be prescribed by the Promoter or the Property Management Agency or the Association or the TMC, as the case may be.

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5.13 Without prejudice to the rights available under this Deed, in the event that any amount payable to the Promoter, Association, Property Management Agency or the TMC is not paid within 2 (two) months from the date of the notice, the Promoter, Association, Property Management Agency or the TMC, as the case may be, shall also be entitled to take such further steps as it may reasonably determine for recovery of the said amounts, including but not limited to withholding of services on account of such non-payment.

6. RAC FACILITIES

6.1 The Purchaser shall be entitled to the facilities of a resident's activity centre in the name and style of "Zest" within the Residential Project ("RAC") along with the Co-Buyers and Co-Occupiers of the Residential Project. The operational costs/charges of the RAC shall form part of the Common Charges and Expenses.

6.2 It is expressly made clear that the membership of the Purchaser to the RAC shall cease upon the Purchaser transferring the Apartment in favour of a third party. It is hereby clarified that the RAC membership is not transferable and can only be used by the Purchaser and his /her immediate family members in accordance with the rules and regulations of the RAC. Nothing contained in this Deed shall be deemed to confer any right on a subsequent transferee, tenant, lessee or licensee of the Apartment to be entitled to use the facilities of the RAC on the basis of being in possession of the Apartment alone.

6.3 The rights and obligations of the Purchaser as a member of the RAC and the detailed terms and conditions of membership and rules and regulations governing use of the RAC facilities will be formulated by the Promoter or the Property Management Agency, as the case may be in due course and circulated to members before the RAC is made operational. The Purchaser agrees, undertakes and covenants to abide by such rules and make payment of all periodic subscriptions and other expenses relating thereto.

6.4 On failure of the Purchaser to regularly pay the charges, subscription, etc. in respect of the RAC, the Promoter or the Association or the Property Management Agency, as the case may be, shall be entitled to restrict the Purchaser's entry to the RAC and withdraw all the privileges of the RAC to the Purchaser, and the Purchaser hereby gives his/her/their unfettered consent to the same.

6.5 It is hereby clarified and the Purchaser hereby acknowledges that the RAC may not be fully operational as on the Possession Date.

7. CHARGES & EXPENSES

7.1 Common Charges and Expenses

- (a) The Common Charges and Expenses payable by the Purchaser shall be as follows:
- (i) costs and expenses relating to the maintenance, management, upkeep, repair, redecoration of the Common Areas of the Building and/or and other building within the Residential Project;

- (ii) costs and expenses relating to abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof, so far as the same is not the liability of or attributable to the apartment of any individual owner of any apartment;
- (iii) costs and expenses relating to purchase, maintenance, renewal and insurance etc., of equipment, utilities and/or the provision of any service related to the Common Areas;
- (iv) cost and expenses of cleaning and lighting the Common Areas;
- (v) cost of working, maintenance, management, upkeep, repair, replacement of water connections, lights, pumps, generators and other equipment and utilities used for the common use of the residents of the Residential Project;
- (vi) costs and expenses relating to renewal of various licenses, including but not limited to lift, fire, pollution and annual maintenance contracts with regard to the Building and/or any other buildings within the Residential Project;
- (vii) costs and expenses relating to maintaining, operating, repairing, renovating, painting, decorating, replacing, amending, renewing and where appropriate cleaning of the Building and/or any other tower within the Residential Project;
- (viii) costs for providing and arranging for removal waste, rubbish etc.;
- (ix) costs for operating, maintaining, repairing, replacing if necessary, the lighting apparatus from time to time of the Common Areas and providing additional lighting apparatus thereat;
- (x) costs and expenses relating to the maintenance, management, upkeep of the lawns, water bodies, passage-ways, drive ways and other Common Areas in the Residential Project;
- (xi) costs and expenses relating to the lifts pertaining to the Building and/or any other building within the Residential Project;
- (xii) costs and expenses relating to maintaining the structure of the Building and/or any other building within the Residential Project, foundations and walls, the plumbing in the Building and/or any other buildings within the Residential Project and the pathways, approach roads within the Residential Project;
- (xiii) costs and expenses relating to plantation of trees, maintenance of gardens and supply of water to the gardens within the Residential Project;
- (xiv) the salaries, emoluments and all other financial benefits of the persons to be employed for managing and maintaining the Common Areas;
- (xv) municipal and other taxes, levies, impositions, water charges tax, and electricity charges for the Common Areas;
- (xvi) costs towards payment of premium for insuring the Building and/or any other building within the Residential Project and the facilities, equipment and utilities in the Common Areas;
- (xvii) all rates, levies, taxes or fees that are to be paid for providing the services which are to be provided to the Residential Project and which are payable under any existing law or enforced law under any other enactment in future or payable under any other arrangement;
- (xviii) maintenance Fees and/or charges payable to the Property Management Agency for the maintenance and management of the Common Areas;
- (xix) expenses for maintaining the boundaries of the Residential Project; and

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- (xx) such other costs, expenses, etc. incidental to and/or ancillary and/or related to any of the matters, items, issues, etc. stated in this Clause and/or maintenance, management, upkeep of the Common Areas.

7.2 Township Maintenance Charges

- (a) The Township Maintenance Charges payable by the Purchaser shall be as follows:
 - (i) costs and expenses relating to the maintenance, management, upkeep, repair, redecoration of the Specified Township Facilities of the Township;
 - (ii) costs and expenses relating to abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof, so far as the same is not the liability of or attributable to any specific project within the Township;
 - (iii) costs and expenses relating to purchase, maintenance, renewal and insurance etc., of equipment, utilities and/or the provision of any service related to the Specified Township Facilities within the Township;
 - (iv) cost and expenses of cleaning and lighting the Specified Township Facilities and other common areas of the Township;
 - (v) cost of working, maintenance, management, upkeep, repair, replacement, of water connections, lights, pumps, generators and other equipment, plant and machineries, and utilities used for the common use of the residents of the Township;
 - (vi) costs and expenses relating to plantation of trees, maintenance of gardens, parks, landscaping lake, etc., within the Township and supply of water to the gardens, parks, landscaping, etc.;
 - (vii) the salaries, emoluments and all other financial benefits of the persons to be employed for managing and maintaining the Specified Township Facilities of the Township;
 - (viii) municipal and other taxes, levies, impositions, water charges tax, and electricity charges for the Specified Township Facilities of the Township;
 - (ix) costs towards payment of premium for insuring the facilities, equipment, plant and machineries and utilities of the Specified Township Facilities;
 - (x) all rates, levies, taxes or fees that are to be paid for providing the services which are to be provided to the Township and used by the residents of the Township which are payable under any existing law or enforced law under any other enactment in future or payable under any other arrangement;
 - (xi) maintenance Fees and/or charges payable to the TMC and/or Property Management Agency for the maintenance and management of the Specified Township Facilities of the Township;
 - (xii) expenses for maintaining the boundaries of the Township;
 - (xiii) costs and expenses relating to renewal of various licenses related to Township and which are not attributable to any specific project within the Township;
 - (xiv) cost of clearing, repairing, reinstating any drains and sewers, plant and machineries, electrical infrastructure forming part of the Specified Township Facilities;
 - (xv) providing and arranging for removal of waste, rubbish, etc.;

- (xvi) operating, maintaining, and if necessary renewing the lighting apparatus from time to time of the Specified Township Facilities, and providing additional lighting apparatus thereat;
- (xvii) costs and expenses relating to the maintenance, management, upkeep and repair of the lawns, water bodies, passage-ways, drive ways, lake, garden, parks, Access Road and other common areas comprised in the Township meant for use by the owners and/or occupiers of the different projects of the Township;
- (xviii) costs and expenses relating to water treatment plants, sewerage plants, electrical infrastructures etc. used for the Township;
- (xix) all royalty and other payments, including *inter alia* those required to be paid to the Kolkata Port Trust and/or any other authority for any purpose including but not limited to usage of riverside promenade, river jetty, seeking of water, etc.; and
- (xx) such other costs, expenses, etc. incidental to and/or ancillary and/or related to any of the matters, items, issues, etc. stated in this Clause.

8. DEFECT LIABILITY

- 8.1 It is agreed that in case of any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Deed relating to the Project, being brought to the notice of the Promoter within a period of 5 (five) years from the date of the completion certificate/partial completion certificate of the Project, it shall be the duty of the Promoter to rectify such defects in the manner specified under the Applicable Law.
- 8.2 Notwithstanding anything stated in Clause 8.1 hereinabove, the Promoter shall not be liable for defects pertaining to the following: (i) equipment (including but not limited to, lifts, generators, motors, sewerage treatment plants, transformers and gym equipment) which carry manufacturer's guarantees for a limited period; (ii) fittings relating to plumbing, sanitary, electrical, hardware, etc. having natural wear and tear; (iii) allowable structural and other deformations including expansion quotient; and (iv) normal wear and tear, accidents or misuse. The Promoter's defect liability obligations shall also be subject to the Purchaser continuing with all annual maintenance contracts for equipment/material installed/used within the Residential Project. The Purchaser also acknowledges that non-structural cracks may appear in the external and internal walls of the Building on account of variations in temperature or due to occurrence of events of force majeure, which shall not be covered under the defect liability obligations of the Promoter. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Purchaser, it shall be necessary for the Parties to mutually appoint an expert at the cost and expense of the Purchaser, who shall be an independent surveyor who shall survey and assess such alleged defect and submit a report in this regard. Provided that, the Promoter shall not be liable for any defect or deficiency occasioned on account of any act or omission on the part of the Purchaser or any authority or third party over whom the Promoter has no control or any defect or deficiency which is not attributable to the Promoter. Provided further that, the Promoter shall not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party, unless it results in a structural defect.

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8.3 It is expressly agreed and understood that in case the Purchaser, without first notifying the Promoter or without giving to the Promoter the opportunity to inspect assess and determine the nature of such defect (which inspection the Promoter shall be required to complete within 15 (fifteen) days of receipt of the notice from the Purchaser), alters the state and condition of such defect, then the Promoter shall be relieved of its obligations contained in Clause 8.1 and the Purchaser shall not be entitled to any cost or compensation in respect thereof.

9. **SEVERABILITY**

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

10. **DISPUTES AND JURISDICTION**

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

11. **ENTIRE AGREEMENT**

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

SCHEDULE A

(APARTMENT)

Apartment No. [•] on [•] floor of the Building No. [•] having Carpet Area of [•] square feet, built up area of [•] square feet and super built up area of [•] square feet, comprised of [•] Bedroom, [•] Kitchen, [•] Bathroom, living cum dining, [[•] service balcony, [•] private balcony and one open garden/terrace], together with a *pro rata* share in the Common Areas.


(PARKING SPACE)

[•] four-wheeler/two-wheeler in designated parking admeasuring approximately [•] square feet.

SCHEDULE B

(Floor plan of all that Apartment as referred to hereinabove is annexed as Schedule B hereinbelow.)

Riverbank Developers Pvt. Ltd.


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

Executed and Delivered on behalf of the Owner at Kolkata:

Executed and Delivered on behalf of the Promoter at Kolkata:

Executed and Delivered by the Purchaser(s) at Kolkata

All in the presence of:

1.

2.

Riverbank Developers Pvt. Ltd.

Anishan Chatterjee
Authorized Signatory

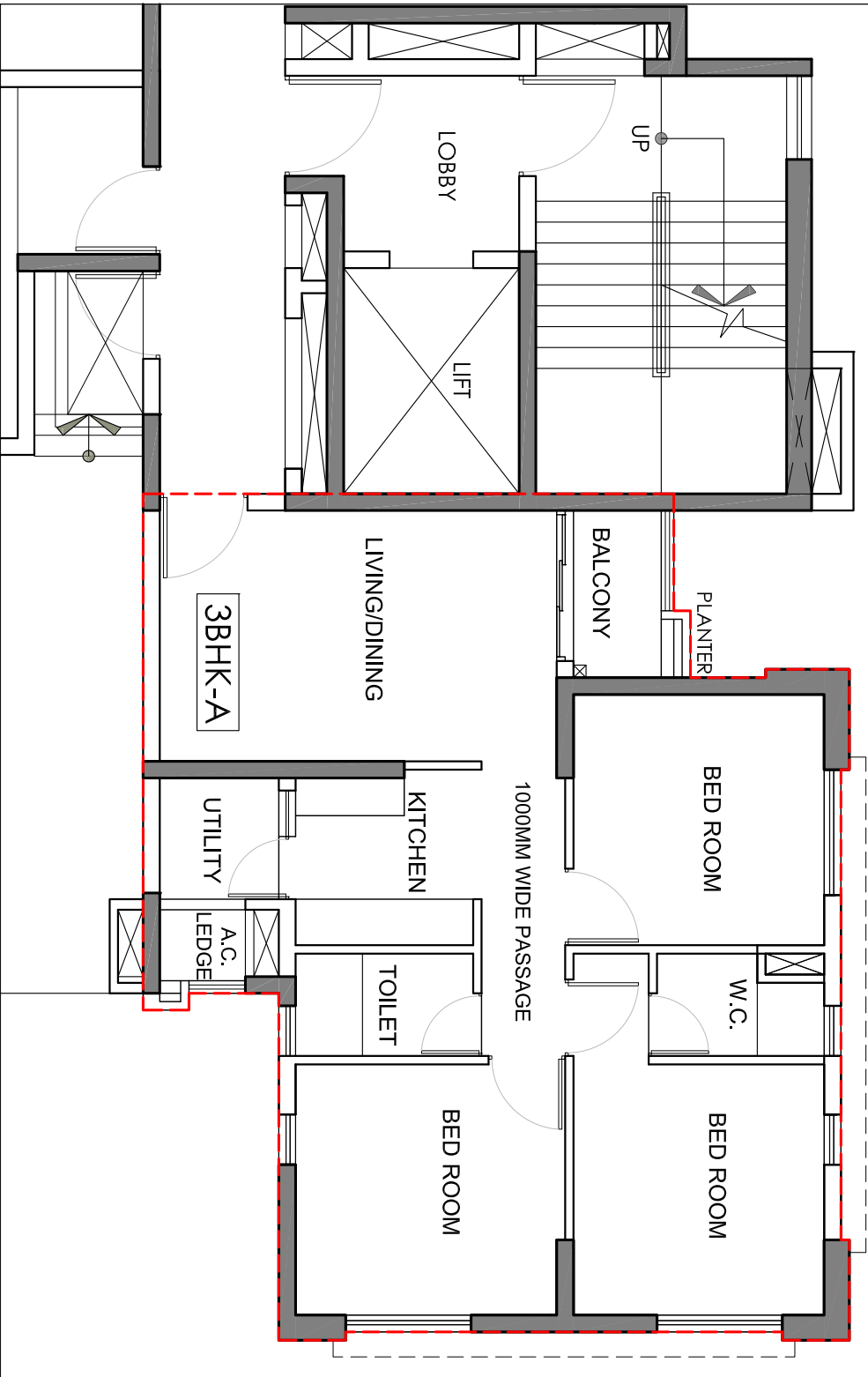
MEMO OF CONSIDERATION

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

Promoter

Riverbank Developers Pvt. Ltd.

Anishan Chatterjee
Authorized Signatory



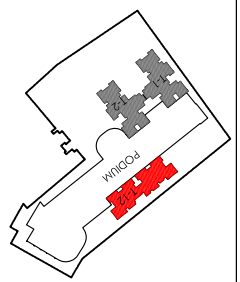
Riverbank Developers Pvt. Ltd.

Anishan Pathanya
Authorized Signatory

APARTMENT BOUNDARIES:
NORTH - PARCEL ROAD
SOUTH - PODIUM PARKING
EAST - PARCEL ROAD
WEST - PARKING SPACE



KEY PLAN



Signature of Owner

Signature of Promoter

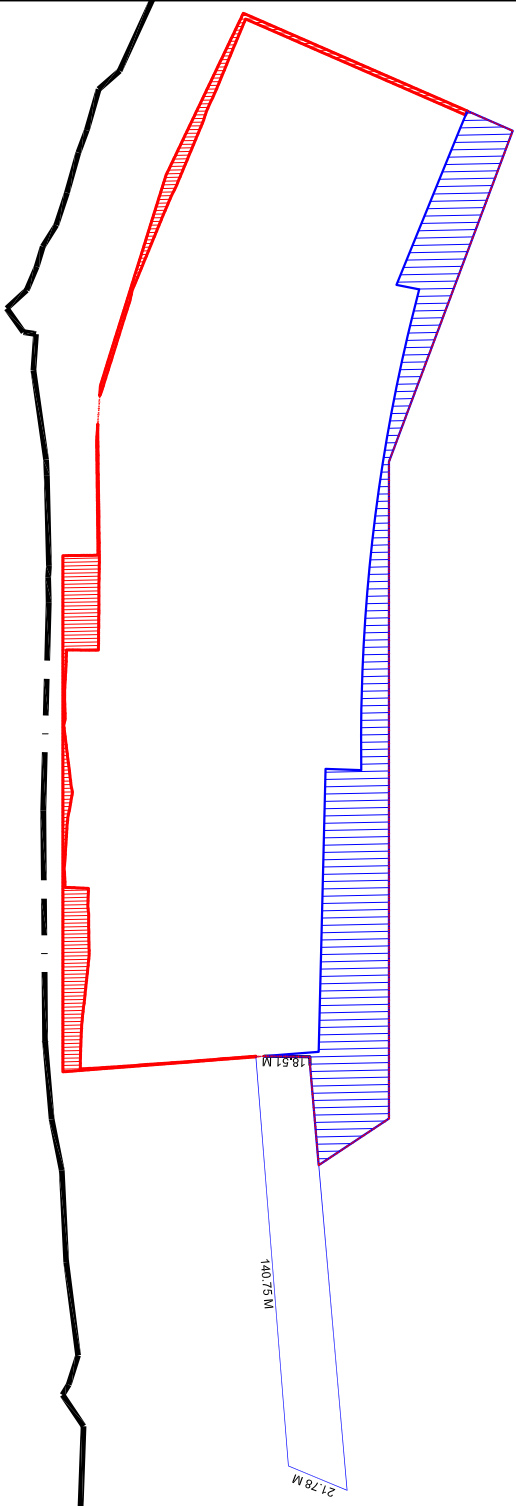
Signature of Purchaser

SCHEDULE - B

Name -----
Apartment No -00
00 Floor
Tower- 00

Super Built-up Area	- 000 Sq.ft.
Built-up Area	- 000 Sq.ft.
Carpet Area	- 000 Sq.ft.
Balcony Area	- 000 Sq.ft.
Service Balcony Area	- 000 Sq.ft.

Project: Usshar Phase 1A
Title: Apartment



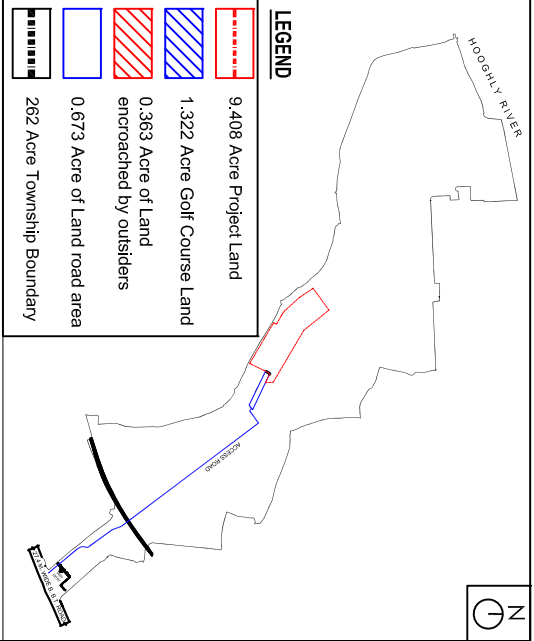
USSHAR PROJECT BOUNDARIES:

NORTH SIDE: GOLF HOUSING; GOLF VILLA & DEVELOPERS LAND
 SOUTH SIDE: MALLICK BAZAR & RESIDENTIAL AREA
 EAST SIDE : DEVELOPERS LAND
 WEST SIDE : MALLICK BAZAR & DEVELOPERS LAND

Signature of Owner

Signature of Promoter

Signature of Purchaser



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Anishan Palit
 Authorized Signatory

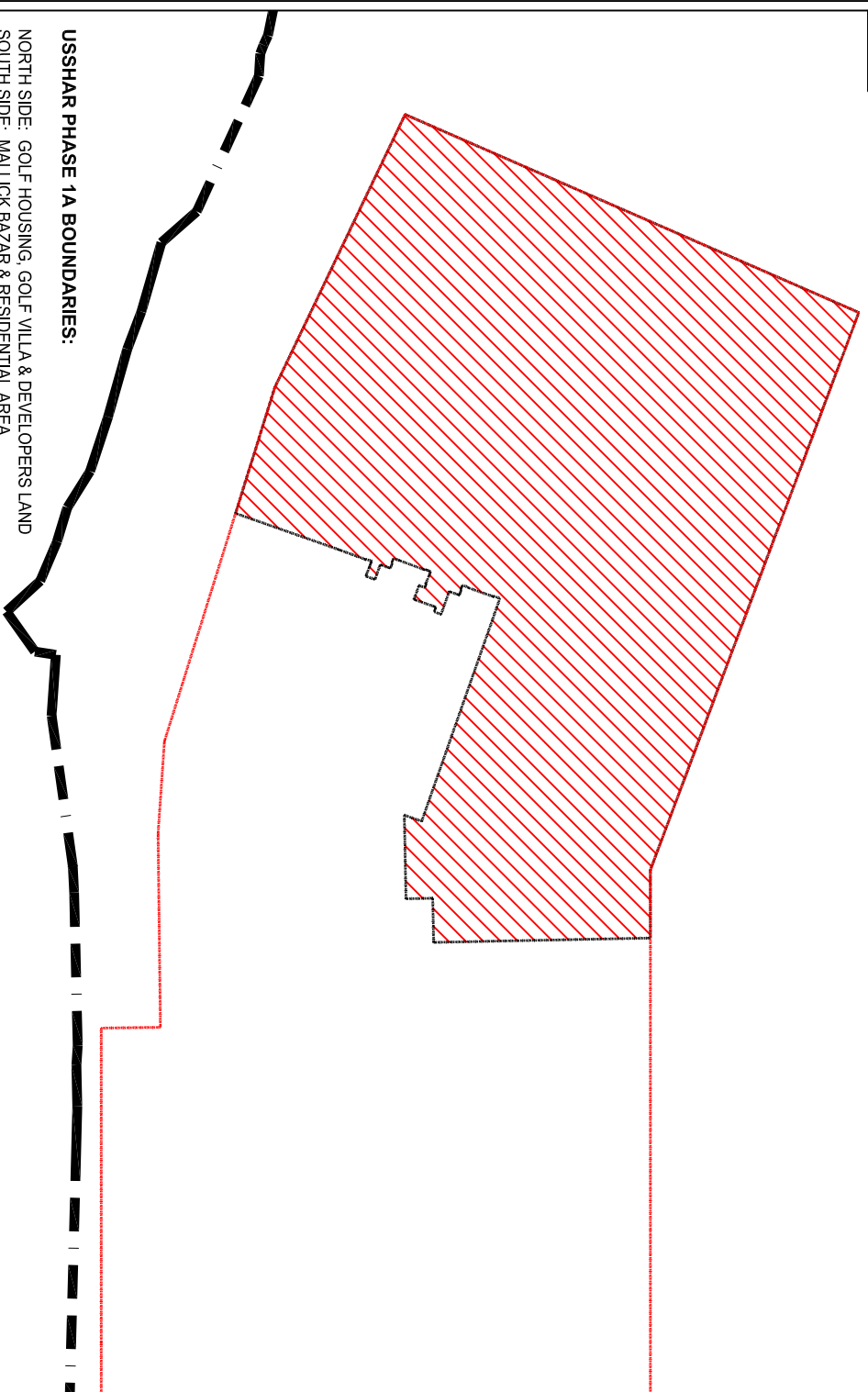
ANNEXURE - I

PROJECT: USSHAR PHASE 1A
 TITLE: USSHAR PHASE 1A - PROJECT LAND
 RIVER BANK DEVELOPERS PVT. LTD.





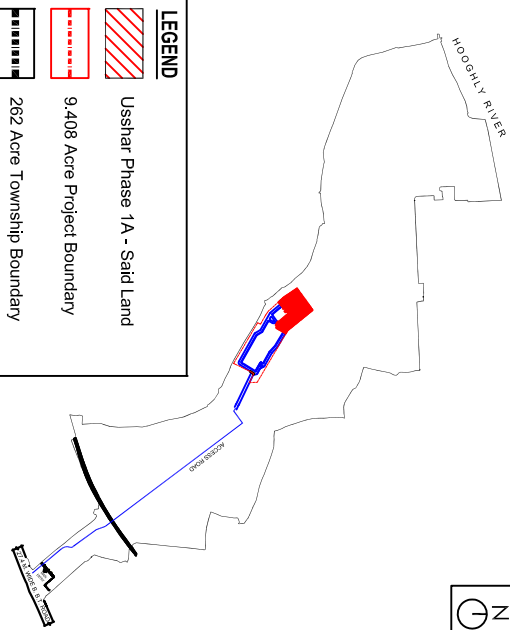
USSHAR PHASE 1A BOUNDARIES:
 NORTH SIDE: GOLF HOUSING, GOLF VILLA & DEVELOPERS LAND
 SOUTH SIDE: MALLICK BAZAR & RESIDENTIAL AREA
 EAST SIDE : DEVELOPERS LAND
 WEST SIDE : MALLICK BAZAR & DEVELOPERS LAND



Signature of Owner

Signature of Promoter

Signature of Purchaser



SL. NO.	MOUZA NAME	Khatrain No	J.L. No	R.S.DAG NO.	AREA IN SQFT.	AREA IN SQM.	AREA IN ACRE
1				71 (P)	42268.71	3926.89	0.970
2	BANGALA	767	41	72 (P)	10715.19	996.47	0.246
3				74 (P)	41111.27	3819.36	0.944
4	NANGI	1663	43	1345 (P)	32884.68	3056.09	0.755
TOTAL AREA =					128979.85	11796.81	2.915

Riverbank Developers Pvt. Ltd.
Anishan Pattanayak
 Authorized Signatory




ANNEXURE - II

PROJECT: USSHAR PHASE 1A
 TITLE: USSHAR PHASE 1A - SAID LAND
 RIVER BANK DEVELOPERS PVT. LTD.
 CALCUTTA RIVERSIDE

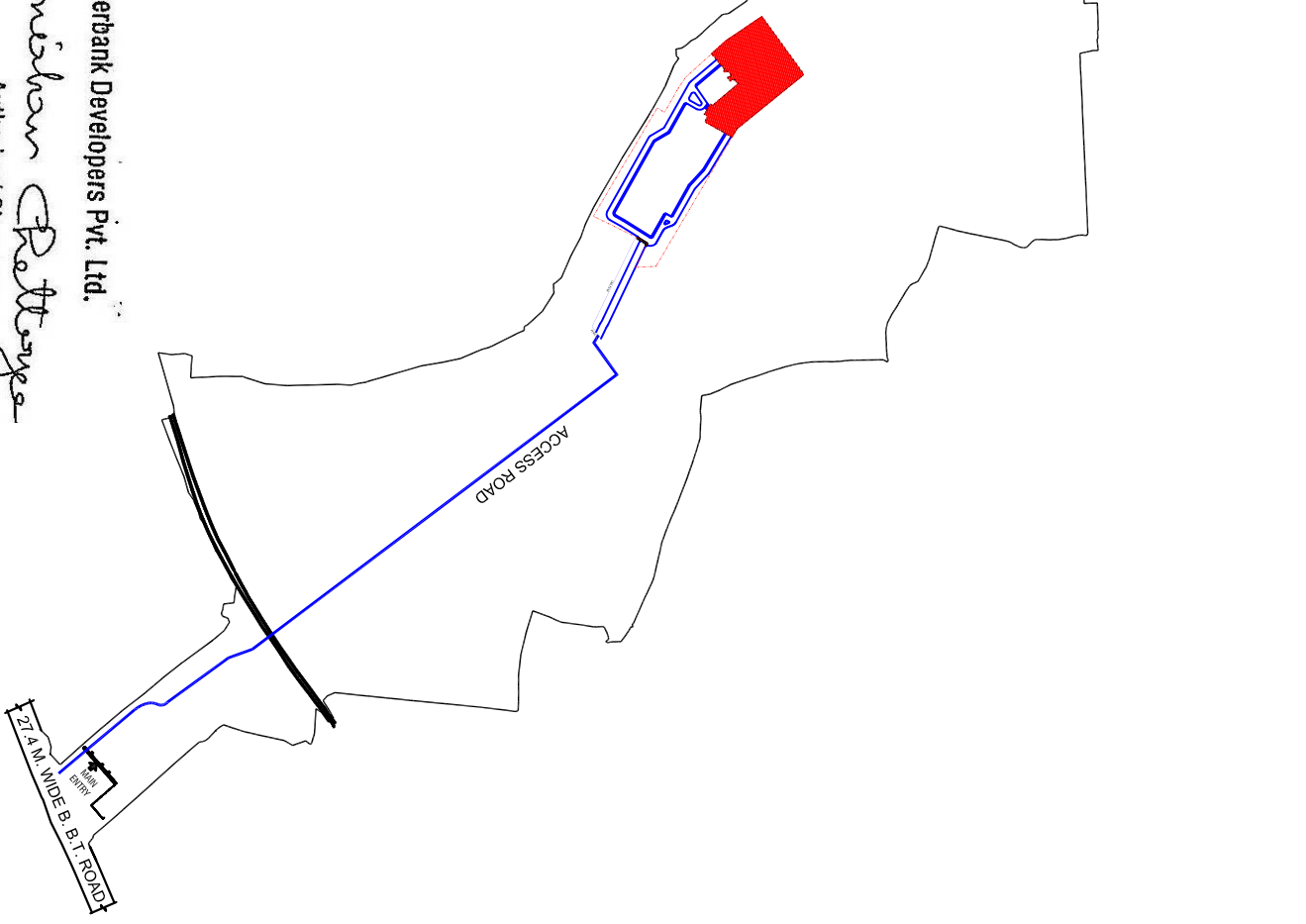




HOGHLY RIVER

- LEGEND**
-  Usshar Phase 1A - Said Land
 -  Access Road of Usshar Project
 -  9,408 Acre Project Boundary
 -  262 Acre Township Boundary

Riverbank Developers Pvt. Ltd.
Anishan Pattanaya
 Authorized Signatory



Signature of Owner

Signature of Promoter

Signature of Purchaser

ANNEXURE - III

PROJECT: USSHAR PHASE 1A

TITLE: ACCESS ROAD OF USSHAR PHASE 1A

RIVER BANK DEVELOPERS PVT. LTD.

