

DEED OF CONVEYANCE

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

BY AND BETWEEN

KEVENTER PROJECTS LIMITED (CIN: U70101WB1994PLC061579), (PAN AACCK2606F), a Company incorporated under the Companies Act, 1956, having its registered office at 34/1, Diamond Harbour Road, Kolkata – 700 027, Post Office Alipore, Police Station-South Port, District South 24 Parganas, represented by its Authorized Signatory,(Aadhar no.), duly authorized vide board resolution dated.....hereinafter referred to as the “**Promoter**” (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include its executors, successors, legal representatives, nominees and/or successors-in-interest and permitted assigns).

And

[If the Purchaser is a Company]

.....(CIN no) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013, as the case may be], having its registered office at(PAN), represented by its authorized signatory, (Aadhar no) duly authorized 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 successor-in- interest, and permitted assigns).

[OR]

[If the Purchaser is a Partnership]

....., a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at, (Aadhar no.....) duly authorized vide 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 their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Purchaser is an Individual]

Mr./Ms.(PAN.....) Aadhar no.) son / daughter of....., aged aboutyrs by faith Hindu, by nationality Indian, by Occupation Mr./Ms.(PAN.....) (Aadhar no.) son / daughter of....., aged aboutyrs by faith _____, by nationality Indian, by OccupationBoth residing at, hereinafter called the “**Purchaser**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the Purchaser is a HUF]

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

The Promotor and the Purchasers are hereinafter individually referred as “**Party**” and jointly as “**Parties**”.

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

(a) “Act” means the West Bengal Housing Industry Regulation Act, 2017 (West Bengal. Act XLI

of 2017);

- (b) “Rules” means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- (c) “Regulations” means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- (d) “Section” means a section of the Act.
- (e) **Said Large Property/ Premises:** shall mean and includes all that the piece and parcel of land admeasuring an area of 4837.07 (Four thousand eight hundred and thirty seven point zero seven) square meter equivalent to 119.52 (one hundred and nineteen point five two) decimal or 3 bighas 12 kattahs 0 chitacks at premises no. 17/8/2, Dinen Bhattacharjee Sarani, Post Office – Morepukur, Police station – Rishra, District- Hooghly, West Bengal, more fully described in Part – II of the First Schedule herein below (hereinafter referred to as the said **Larger Property/Premises**).
- (f) **Said Property/ Premises:** shall mean and includes all that the piece and parcel of land admeasuring an area of 25.33 (twenty-five point three three) decimal equivalent to 15.32 kattah 5 chattak 8 sq. ft. being a portion of premises no. 17/8/2, Dinen Bhattacharjee Sarani, Post Office – Morepukur, Police station – Rishra, District- Hooghly, West Bengal, more fully described in Part – III of the First Schedule herein below (hereinafter referred to as the **Said Property/Premises**).
- (g) **Said Block** shall mean Block ‘A’ containing and plinth area of 637.94 sq. mtr. equivalent to 15.76 decimal or 0 Bighas 9 Cottahs 8 Chittacks and 27 square feet being constructed upon the Said property more fully described in the Part – IV of the First Schedule herein below.
- (h) **Apartment means:** Residential/Commercial Unit No. _____, on the floor of the Building having carpet area of approximately (_____) square feet described in Part – V of Schedule ‘First’ below and delineated on the Plan annexed hereto and marked Second Schedule annexed hereto and bordered in colour Red thereon (Said Apartment), in the proposed Block – A, to be erected on the Said Property/Premises being land measuring 25.33 decimal equivalent to **1025 Sq. Mtr.** more or less, at Municipal Premises No. 17/8/2, Dinen Bhattacharjee Sarani, under Ward No. 16 of the Rishra Municipality, P.O. & P.S. Rishra, District - Hooghly, West Bengal described in the Part - III of the First Schedule herein below.
- (i) **Land Share:** The undivided, impartible, proportionate and variable share in the Said Property of the said Block – A, as be attributable and appurtenant to the Said Apartment. The undivided, proportionate, impartible and variable share in the Said Property at the sole discretion of the promoter shall diminution and/or increase and/or vary in case the other blocks namely ‘B’, ‘C’ and ‘D’ is constructed at the said larger property during and/or after the construction of the Block ‘A’.
- (j) **Said Parking Space:** The right to park medium sized car/two wheeler in the parking space/s described in Part – VI of First Schedule herein below, if any.
- (k) **Share in Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities at the Said Block ‘A’ as be attributable and appurtenant to the Said Apartment. The allottee hereby give consent and confirm that his share and interest in common areas amenities and facilities shall confined only to the area comprised in the said block ‘A’, in case the project and/or other blocks namely B, C and D is not constructed by the owner/ promoter.
- (l) **Carpet Area:** Carpet Area of the Apartment shall mean the net usable area of an apartment, excluding the area covered by the external walls, areas under services shafts exclusive balcony or verandah area and exclusive open terrace area but shall include the area covered by the internal partition walls of the apartment.
- (m) **Said Project / complex** shall mean and includes the proposed buildings to be constructed namely Block ‘A’, ‘B’, ‘C’ and ‘D’ at premises No. 17/8/2, Dinen Bhattacharjee Sarani, Rishra, Hooghly. However, the Promoter reserves its right to decide upon the future construction of Block ‘B’, ‘C’ and ‘D’ and in that circumstances the Said Project/ Complex shall be limited to Block ‘A’ only and the Purchaser/s hereby agrees and covenants not to raise any objection in this regard.

(n) Sanction Plan shall mean the plan bearing nos. B232/2018/19 dated 26/12/2018 and subsequently revised by B107/2019-20 dated 4/09/2019 respectively sanctioned by the Rishra Municipality and collectively hereinafter refer to as Said Plan.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

1. BACKGROUND:

- 1.1 **WHEREAS** The Promotor is the absolute and lawful owner and/or otherwise well and sufficiently entitled to all that the land more fully described in **Part-III** of the **FIRST SCHEDULE** hereto, (the “**SAID PROPERTY**”) owned by the Promotor as per the devolution of title deed of the Said Property more fully described in the **THIRD SCHEDULE** hereto which is a part and portion of the Larger Property more fully described in **Part-II** of the **FIRST SCHEDULE** hereto vis-à-vis the Mother Property more fully described in **Part-I** of the **FIRST SCHEDULE** hereto.
- 1.2 **WHEREAS** the Promotor may negotiate for purchase of additional and/or further land adjacent to and/or situated in contiguity of the Said Property (the “**ADDED AREA**”). The Added Area, as and when purchased from time to time, shall also be developed by the Promotor along with the Said Property and the said Added Area, when so developed, shall form part of a common integrated development.
- 1.3 **WHEREAS** the Said Property (as also Added Area as and when purchased), are earmarked for the purpose of building an integrated building complex known as “_____” to be constructed in several phases (the “**PROJECT**”). The buildings being part of the Project being constructed/has been constructed, on the existing quantum of the Said Property, as of now, (excluding any Added Area) is comprised of residential apartments as also commercial units and also other spaces and common areas, are having a total built up area of _____ square feet, more or less, comprised in numbers of building/blocks being constructed/to be constructed in several phases (the “**COMPLEX**”).
- 1.4 **WHEREAS** the Promotor has applied for conversion of the Said Property to Housing Complex before the District Land and Land Reforms Office, Hooghly and the said application for conversion was allowed by the said office vide a Certificate of Conversion dated _____.
- 1.5 **WHEREAS** the common areas of the Complex, inter alia, have amenities and facilities, some of which are situated within the Said Property (as defined below) being constructed and the others are to be situated in other parts of the Complex and/or the Project to be built in the different phases of the Complex/Project on the Said Property and/or on the Added Areas, all of which, however, (irrespective of the location thereof and the phase(s) in which they will be constructed) are/would be earmarked and/or meant to be used in common by all the purchasers of the said Project/Complex and/or the purchasers of the Project/Complex, in due course, as and when they are available for use and enjoyment, depending upon the progress of the construction and development of the Project/Complex on the Said Property and/or the Added Areas, as the case may be. The details of the common areas available for use in common by all the purchasers of the Complex and/or the Project are given in the **Part II of the Fifth SCHEDULE** hereunder written (collectively the “**COMMON AREAS**”).
- 1.6 **WHEREAS** the Promotor caused a plan of the Complex prepared by the architects so appointed by them presently for the construction only of the Complex and got the said plan sanctioned by the competent authority, being Sanction Plan No. _____ dated _____ of Rishra Municipality (the “**SAID PLAN**”).
- 1.7 **WHEREAS** the Promotor has completed the construction of the said Building and obtained the Completion Certificate from the competent authority vide Completion Certificate No. _____, dated _____.
- 1.8 **WHEREAS** the Purchasers have applied for allotment of an apartment in the Project vide application no. _____, dated _____ and have been allotted Apartment No. _____ having carpet area of _____ (_____) square feet, more or less, corresponding to super built-up area of _____ (_____) square feet, more or less, on the _____ floor in the Block no. _____ (the “**BUILDING**”) within the Complex named “_____” measuring approximately _____ square feet, super built-up area, also along with _____ number of _____ open/covered car Parking, admeasuring _____ square feet, more or less, as permissible under applicable law and of/together with pro-rata share in the Common Areas of the entire Project, which Common Areas is defined in **Part 3 of the Fifth SCHEDULE** hereunder written and/or as defined under clause (m) of Section 2 of the

Act to the extent applicable to the Project (morefully collectively described in the **Part V of the First SCHEDULE** hereunder written and collectively the said “**APARTMENT**”) and a floor plan showing the Apartment in “**RED**” border thereon is annexed hereto and marked as “**ANNEXURE-A**” and the Parties have entered into an Agreement for Sale dated _____, registered in the Office of the _____, recorded in Book No. I, Volume No. _____, at Pages _____ to _____, being Deed No. _____ for the year _____ (**Said Agreement**) in this regard.

- 1.9 **WHEREAS** the Parties have gone through all the terms and conditions set out in the Said Agreement as well as in this Conveyance and have understood the mutual rights and obligations.
- 1.10 **WHEREAS** the Parties hereby confirm that they are signing this Conveyance with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the Project/Complex including the Phase(s) of the Complex and/or Project to which this Conveyance relates.
- 1.11 **WHEREAS** the Purchasers have been made aware and have unconditionally agreed that the purchasers of apartments in other phases of the entire Complex/Project shall also have complete and unhindered access to all Common Areas, as morefully described in **Part II of Fifth SCHEDULE** hereunder written as also to all amenities and facilities of the Project/Complex which are meant or allowed by the Promotor for use and enjoyment by such other co-owners and/or third parties, as the case may be.
- 1.12 **WHEREAS** the Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Conveyance as well as in the Said Agreement and all applicable laws are now willing to enter into this Conveyance on the terms and conditions appearing hereinafter.
- 1.13 **WHEREAS** in accordance with the terms and conditions set out in the Said Agreement and in this Conveyance and as mutually agreed upon by and between the Parties, the Promotor hereby agrees to sell and the Purchasers hereby agrees to purchase the said Apartment, as specified in the manner mentioned below.

2. **Transfer Hereby Made:** The Promotor hereby sell, convey and transfer to and unto the Purchasers, absolutely and forever, free from encumbrances, the said Apartment described in **Part V of First SCHEDULE** below subject to covenants mentioned in this Conveyance, being:

2.1 Apartment No. _____ having carpet area of _____ (_____) square feet, more or less, corresponding to super built-up area of _____ (_____) square feet, more or less, on the _____ floor in the said Building bearing Block no. _____, within the Complex named “_____” measuring approximately _____ square feet, super built-up area, also along with _____ number of _____ open/covered car Parking admeasuring _____ square feet, more or less, as permissible under applicable law and of/together with pro-rata share in the Common Areas of the entire Project, which Common Areas is defined in **SCHEDULE** hereunder written and/or as defined under clause (m) of Section 2 of the Act to the extent applicable to the Project and a floor plan showing the Apartment in “**RED**” border thereon is annexed hereto and marked as “**ANNEXURE-A**”

3. **Consideration and Payment:** The aforesaid transfer of the said Apartment is being made by the Promotor in consideration of the Total Price (defined below), i.e. Rs. _____/- (Rupees _____) paid by the Purchasers to the Owner-Cum-Developer, receipt of which the Promotor hereby and by the **Receipt of Consideration** below, admits and acknowledges.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

4. **TERMS**

4.1 Subject to the terms and conditions as detailed in this Conveyance, the Promotor hereby sell to the Purchasers the said Apartment as more fully described in the **Part V of First SCHEDULE** herein below in consideration of the Total Price for the Apartment based on the carpet area of the Apartment, i.e. **Rs. _____/- (Rupees _____ Only)** (the “**TOTAL PRICE**”).

4.2 Total Price for the Apartment based on the Carpet Area is Rs. _____/- (Rupees _____) only. Break-up and description of the Total Price is given hereunder:

Block No.: _____ Apartment No.: _____ Type: _____ Floor: _____	Rate of Apartment (per sq. ft.) Rs. _____/-	Total: Rs. _____	GST Rs. _____
Extra Schedule		Total: Rs. _____	GST Rs. _____

Car Parking Space (Open/Covered)	Price of Parking Space Rs. _____	GST
Two Wheeler Parking Space (Open/Covered)	Price of Parking Space Rs. _____	

4.3 The Total Price has been arrived at in the following manner:

Sl. No.	Description	Rate Per Square Feet (In INR)	Amount (In INR)
A.	Unit Price: a) Cost of Apartment/unit b) Cost of exclusive balcony or verandah areas c) Cost of Open Terrace areas d) Proportionate cost of Common Areas. with external wall thickness etc. <hr/> e) covered independent/covered dependent parking/open independent/ open dependent parking/basement independent/ basement dependent/ Mechanical car parking/ Two wheeler Parking <hr/> Sub-Total	[Please specify square feet rate]	[Please specify total]
B.	Other Charges: (a) Proportionate share of costs, charges and expenses of Generator Rs. _____/- per KVA for (____ KVA for __BHK and ____ KVA for __BHK) (b) Proportionate share of installation of Transformer and electricity charges calculated @ Rs. _____/- per sq. ft. (c) Contribution for becoming Member of the Association. (d) Legal/documentation Charges per Apartment. Documentation charges exclude registration/commissioning charges, stamp duty and registration fees, which shall be paid extra by the Purchasers at actuals (e) Club Charges per Apartment calculated @ Rs. _____/- per Sqft. (f) Interest Free advance common area maintenance charges for _____ months @ Rs. _____/- per Sqft of carpet area of the Apartment to be paid as per notice of possession. <hr/> Sub-Total	(a) _____ (b) _____ (c) Rs. _____/- (Rupees _____) only (d) Rs. _____/- (Rupees _____) only (e) _____ (f) _____	<hr/>

C	Total GST (Goods and Service Tax)		
	Total Price (A+B+C)		

4.2.1 In addition to the aforesaid Total Price, the following charges has been paid at actuals/or as mentioned by the Owner-Cum-Developer:

- (a) Cost of Electric Meter;
- (b) Stamp Duty/Registration Charges/Commissioning charges and other Incidental Expenses;
- (c) Charges for mutation and separate assessment of the Apartment mutation fee, if any, and other miscellaneous charges and incidental charges in relation to the mutation;
- (d) Costs charges and expenses for providing satellite cable TV connection per such connection as per actuals;
- (e) Costs for providing MS Grill for the Windows, plus applicable taxes, if required; and;
- (f) Interest Free Sinking Fund @ Rs. _____/- per sq. ft. of Unit Carpet area amounting to Rs _____.

4.2.2 The Interest Free advance common area maintenance charges have been calculated on a proposed estimated cost and may vary as per actuals at the time of possession.

4.2.3 The above-mentioned Advance common area maintenance and Sinking Fund may, if so decided, be taken by the Promotor in the name of such body as maybe so constituted by the Owner-Cum-Developer.

4.2.4 The Total Price is subject to the following explanations:

- (i) The Total Price above includes the booking amount paid by the Purchasers to the Promotor towards the Apartment.
- (ii) The Total Price above includes taxes (consisting of tax paid or payable by the Owner-Cum-Developer, as applicable, by way of Goods and Services Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Owner-Cum-Developer, (by whatever name called) up to the date of handing over the possession of the Apartment to the Purchasers and the Project/Complex to the association of the flat owners or the Possession Date (as mentioned in the Said Agreement) whichever is earlier.
- (iii) The Total Price of Apartment includes recovery of price of land, cost of construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electrical wiring, electrical connectivity to the Apartment, lift, water line and plumbing, tiles, doors, windows, fire detection and fire-fighting equipment in the Common Areas, maintenance deposits and other charges as mentioned hereinabove and includes cost for providing all other facilities, amenities and specifications provided within the Apartment and the Project.

4.3 The Promotor has not made any additions and/or alterations in the sanctioned plan of the Project and/or Complex, lay-out plans and specifications and the nature of fixtures, fittings and amenities described herein in **SCHEDULE** herein (which is in conformity with the advertisement, prospects etc. on the basis of which sale is effected) in respect of the Apartment without the previous written consent of the Purchasers, as per the provisions of the Act, provided a few minor changes or alteration are as per the provisions of the Act.

4.4 The Promotor has confirmed to the Purchasers the final carpet area of the Apartment that has been allotted to the Purchasers after the construction of the Building in which the Apartment is situated is complete and the occupancy certificate (or such other certificate by whatever name called is issued by the competent authority) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price paid for the carpet area has been calculated upon confirmation by the Owner-Cum-Developer. The Purchasers are acquainted with, fully aware of and are thoroughly satisfied about the title of the Owners, right and entitlement of the Promotor in the Said Property, the Sanctioned Plan, all background papers, the right of the Promotor to grant this Conveyance, the scheme of development described above and the extent of the rights being granted in favour of the Purchasers and the covenants mentioned above and/or the Said Agreement and/or elsewhere in this Conveyance and the Purchasers hereby accept the same and shall not raise any objection with regard thereto.

- 4.5 the Promotor agrees and acknowledges, that the Purchasers shall have the right to the Apartment as mentioned below:
- 4.5.1 The Purchasers shall have exclusive ownership of the Apartment;
- 4.5.2 The Purchasers shall also have undivided proportionate share in the Common Areas. Since the share/interest of the Purchasers in the Common Areas is undivided and cannot be divided or separated, the Purchasers shall use all Common Areas along with other purchasers, maintenance staff etc. of the Project/Complex, without causing any inconvenience or hindrance to them. It is clarified that the Promotor shall hand over the Common Areas to the association of all the flat owners as provided in the Act.
- 4.5.3 The rights of the Purchasers are limited to ownership of the said Apartment and the Purchasers hereby accept the same and the Purchasers shall not, under any circumstances, raise any claim, of ownership, contrary to the above.
- 4.5.4 The Common Areas shall always be and remain subject to change and modification, as may be deemed fit and necessary by the Promotor (without affecting the rights of the Purchasers, prejudicially) to accommodate its future plans regarding the Said Property and/or the Project/Complex and the Purchasers hereby accept the same and shall not, under any circumstances, raise any objection, or hindrances thereto and/or shall be deemed to have granted an unconditional approval to such change in Common Areas.
- 4.5.5 The Purchasers shall only have user rights in the Common Areas of the Project/Complex to the extent required for beneficial use and enjoyment of the said Apartment and the Purchasers hereby accept the same and the Purchasers shall not, under any circumstances, raise any claim of ownership of any component or constituent of the Common Areas of the Project/Complex.
- 4.5.6 The computation of the price of the Apartment also includes the cost of the covered independent/covered dependent parking/open independent/ dependent parking/basement independent/ basement dependent/ Mechanical car parking/ Two wheeler Parking, as the case may be, if any, allotted to the Purchasers by the Promotor and as so mentioned in the **SCHEDULE** hereto.
- 4.6 It is made clear by the Promotor and the Purchasers agree that the Apartment (along with the covered independent/covered dependent parking/open independent/ dependent parking/basement independent/ basement dependent/ Mechanical car parking/ Two wheeler Parking, as the case may be, if any, allotted to the Purchasers by the Promotor and as so mentioned in the **Part VI of First SCHEDULE** hereto) shall be treated as a single indivisible unit for all purposes. It is agreed that the Project/Complex is an independent self-contained Project covering the Said Property and/or the additions made thereto and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchasers. It is clarified that the Project's facilities and amenities shall be available only for use and enjoyment of the Purchasers (including the Purchasers herein) of the Project/Complex.
- 4.7 The Promotor has paid all outgoing before transferring the physical possession of the apartments to the Purchasers, which the Promotor has collected from the all the flat/unit owners (including the Purchasers herein) for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances, and such other liabilities payable to competent authorities, banks(s) and financial institutions which are related to the Project). If any payment of such outgoings remain pending before transferring the said Apartment to the Purchasers, then, and in such event, the Promotor agrees to be liable, even after the transfer of the Apartment, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceeding which may be taken therefore by such authority or person.
- 4.8 The transfer of the said Apartment being affected by this Conveyance is:
- 4.8.1 A sale within the meaning of the Transfer of Property Act, 1882.
- 4.8.2 Absolute, irreversible and in perpetuity.
- 4.8.3 Free from encumbrances including but not limited to *lispendens*, attachments, liens, charges, mortgages, trusts, *debutter*s, *wakfs*, reversionary rights, residuary rights, claims and statutory

prohibitions.

4.8.4 Subject to the terms and conditions of this Conveyance, together with proportionate benefit of user and enjoyment of the Common Areas described in the **SCHEDULE** below, in common with the other co-owners of the said Building, the Said Complex and flat owners of the Added Area, including the Promotor (if the Promotor retain any Unit in the Said Project).

4.9 The transfer of the Said Flat And Appurtenances being affected by this Conveyance is subject to:

4.9.1 Purchasers regularly and punctually paying costs, expenses, deposits and charges for Panchayat/Municipal Taxes, Land Revenue (*khazna*), surcharge, levies, cess, etc. (collectively **Rates & Taxes**), as be assessed for the Said Flat And Appurtenances.

4.9.2 The Purchasers regularly and punctually paying proportionate share (**Maintenance Charge**) in the common expenses for maintenance and upkeep of the Common Areas, indicatively described hereunder (collectively **Common Expenses/Maintenance Charge**).

4.9.3 Observance, performance and acceptance of the easements, quasi-easements and other stipulations (collectively **Stipulations**), described in the **SCHEDULE** below.

4.9.4 The Purchasers observing, performing and accepting the stipulations, regulations and covenants (collectively **Covenants**) as mentioned hereunder in this conveyance.

4.9.5 Indemnification by the Purchasers about the Purchasers faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Purchasers hereunder as well as under the Said Agreement. The Purchasers agree to keep indemnified the Promotor and/or their successors-in-interest, of, from and against any losses, damages, costs, charges and expenses which may be suffered by the Promotor and/or their successors-in-interest by reason of any default of the Purchasers.

5. **CONSTRUCTION OF THE PROJECT/APARTMENT:**

The Purchasers have seen, inspected and accepted the said Apartment, the completion certificate/occupancy certificate and also the floor plan as also shown in **Annexure-A** and also the specifications, amenities and facilities of the Apartment/Project as mentioned in the **FOURTH SCHEDULE** hereto and have accepted the same which has been approved by the competent authority.

6. **POSSESSION OF THE APARTMENT:**

6.1 **Delivery of Possession:** Khas, vacant, peaceful, satisfactory, acceptable and physical possession of the said Apartment has been handed over by the Promotor to the Purchasers on _____, which the Purchasers admit, acknowledge and accept.

6.2 **Possession by the Purchasers-** The Promotor covenants with the Purchasers to hand over the necessary documents and plans, including Common Areas, to the association of Purchasers (upon formation) or the competent authority, as the case may be, as per the local laws i.e. the West Bengal Apartment Ownership Act, 1972, as amended up to date which provides for submission of the property comprised within the Project within three years from the date of completion certificate issued by the competent authority and to have the association of Purchasers formed in the manner provided in the said Act.

7. **Compensation:** The Promotor shall compensate the Purchasers in case of any loss caused to him/them due to defective title of the Said Property, on which the Project/Complex is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

8. **REPRESENTATION AND WARRANTIES OF THE OWNER-CUM-DEVELOPER:**
The Promotor hereby represents and warrants to the Purchasers as follows:

(i) The Promotor has absolute, clear and marketable title with respect to the Said Property; and the Promotor has the requisite rights to carry out development upon the Said Property and the Promotor is having absolute, actual, physical and legal possession of the Said Property and the Promotor is having permissive possession of the Said Property for construction and development of the Said Project/Complex;

- (ii) The Promotor has lawful rights and requisite approvals from the competent Authorities to carry out development of different phases of the Complex;
- (iii) There are no encumbrances upon the Said Property or the Complex and the Purchasers will get the title of the Apartment free from all encumbrances.
- (iv) There are no litigations pending before any Court of law or Authority with respect to the Said Property and/or Complex and/or the Apartment save and except as specifically mentioned, if any, in this Conveyance.
- (v) All approvals, licenses, permits and completion certificate issued by the competent authorities with respect to the Complex and/or the Said Property and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promotor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Said Complex and/or the Project, Said Property, building, Apartment and Common Areas;
- (vi) The Promotor has the right to execute this Conveyance and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchasers created herein, may prejudicially be affected;
- (vii) The Promotor has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement/ conveyance with any person or party with respect to the Said Property, including the Project/Complex and the said Apartment which will, in any manner, affect the right, title and interest of Purchasers under this Conveyance;
- (viii) The Promotor confirms that the Promotor are not restricted in any manner whatsoever from selling the Apartment to the Purchasers in the manner contemplated in this Conveyance;
- (ix) The Promotor shall handover lawful, vacant, peaceful, physical possession of the Common Areas to the association of Purchasers or the competent authority, as the case may be at the time of completion of entire Complex/Project.
- (x) The Said Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Property;
- (xi) The Promotor has duly paid and discharged all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to Project/Complex to the competent Authorities till the date of completion certificate has been issued and possession of Apartment or Building, as the case may be, along with Common Areas (equipped with all the specifications, amenities and facilities as mentioned in the **SCHEDULE** hereto) have been handed over to the Purchasers and the association of Purchasers or the competent authority, as the case may be or till the Possession Date (as mentioned in the Said Agreement) whichever is earlier.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Said Property) has been received by or served upon the Promotor in respect of the Said Property and/or the Complex.

9. COVENANTS & RIGHTS OF THE PURCHASERS

9.1 The Purchasers hereby covenant and agree with the Promotor as follows:

- 9.1.1 that, on and from the Possession Date (as mentioned in the Said Agreement), the Purchasers shall at all times make timely payment of the proportionate Common Charges and Expenses to the Promotor or the Association, as the case may be, in the manner and at such intervals and at such rates as may be decided by the Promotor or the Association, as the case may be, failing which the Promotor or the Association, as the case may be, shall be entitled to take such action as it may deem fit;
- 9.1.2 that the Common Charges and Expenses shall be proportionately divided amongst the co-buyers and/or co-occupiers of the Complex, in such manner as may be decided by the Promotor or the Association, as the case be, from time to time in this regard;

- 9.1.3 that the right of the Purchasers to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges, including but not limited to the Common Charges and Expenses as determined and thereafter billed by the Promotor or the Association, as the case maybe, and performance by the Purchasers of all his/her/its obligations in respect of the terms and conditions specified by the Promotor or the Association, as the case maybe, from time to time;
- 9.1.4 that the Purchasers 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 (as mentioned in the Said Agreement). However, so long as the Apartment is not separately assessed for municipal taxes, rates, levies surcharges and other outgoings, the Purchasers shall be liable to and will pay his/her/its proportionate Outgoings attributable to the Apartment and/or Promotor and/or the Association, as the case may be. Further, on and from the Possession Date (as mentioned in the Said Agreement), the Purchasers shall be liable to pay proportionately all Outgoings for the Common Areas on the basis of bills to be raised by the Promotor or the Association, as the case may be, such bills being conclusive proof of the liability of the Purchasers in respect thereof;
- 9.1.5 that the Purchasers shall be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the Apartment in the records of the concerned authorities within a period of three (3) months and shall keep the Promotor indemnified against any loss, claims and/or demand that may be incurred by or may arise against the Promotor due to non-fulfilment and/or non-observance of this obligation by the Purchasers;
- 9.1.6 that the Purchasers shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promotor or the Association;
- 9.1.7 that wherever in this Conveyance it is stipulated that the Purchasers have to make any payment, in common with other co-buyers in the Complex, the same shall be in the proportion which the Carpet Area of the Apartment bears to the total Carpet Area of all the apartments in the Complex;
- 9.1.8 that the Purchasers shall use the Apartment or any part thereof or permit the same to be used only for residential purposes. Further, the Purchasers shall use the garage or parking space allotted to them only for the purpose of keeping or parking vehicles;
- 9.1.9 that the Purchasers agree that the Promotor and/or the Association, shall have the right of unrestricted access to all Common Areas, garages/parking spaces and other areas of the Complex, for providing necessary maintenance services and/or carrying out electrical, plumbing and other works either over-ground or under-ground, as may be required for the Complex, and the Purchasers agree to permit the Promotor and/or the Association 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.
- 9.1.10 that the Purchasers hereby accept not to alter, modify or in any manner change (1) the elevation and exterior colour scheme of the Apartment and the Building; (2) design and/or the colour scheme of the windows, grills and the main door of the Apartment; and/or (3) the common lobby; and the Purchasers shall not block the common lobby by installing/fixing shoe racks and/or install/fix tiles in the balcony; also the Purchasers shall not change or caused to be changed the location designated for the outdoor units of AC other than specified locations.
- 9.1.11 that the Purchasers hereby accept not to alter, modify or in any manner change the structure or any civil construction in the Apartment and the Building. The Purchasers shall not install any dish-antenna on the balcony and/or windows of the Building and/or on any external part of the Building and/or the roof thereof;
- 9.1.12 that the Purchasers hereby also accepts not to sub-divide the Apartment and the Common Areas, under any circumstances;
- 9.1.13 that the Purchasers hereby also accepts not install any collapsible gate outside the main door / entrance of the Apartment and also not to install any grill on the balcony or verandah;
- 9.1.14 that the Purchasers hereby also accepts not to change/alter/modify the name of the Building from that mentioned in this Conveyance; and
- 9.1.15 that the Purchasers hereby accept, confirm and declare that the covenants of the Purchasers as contained in this Conveyance shall (A) run perpetually; and (B) bind the Purchasers and his/its

successors-in-title or interest and that the Purchasers shall be responsible for any loss or damages arising out of breach of any of the conditions contained in this Conveyance.

10. MAINTENANCE OF THE APARTMENT/PROJECT:

10.1 The Promotor has provided and shall maintain essential services in the Complex till the taking over of the maintenance of the Complex by the association of Purchasers (upon formation).

10.2 The cost of such maintenance from the date of the Purchasers taking over physical possession and/or from the Possession Date, (as mentioned in the Said Agreement) whichever is earlier, is payable by the Purchasers for the Apartment proportionately as per the rates to be calculated on per square feet basis (of the carpet area of the Apartment) and/or in the manner as provided in this Conveyance and/or as may be so decided by the Promotor and/or the association of all the flat owners, as the case may be.

11. INTERIM MAINTENANCE PERIOD

11.1 During the interim maintenance period between obtaining of the completion certificate of Project and formation of the Association the Promotor shall through itself or through a facility management company constitute a committee to run, operate, manage and maintain the Common Areas and the same shall act a Special Purpose Vehicle (SPV) upon formation.

11.2 The Promotor shall endeavor that the committee responsible for the maintenance and operation of the Common Areas will be required to provide manpower for maintaining the Common Areas, wherever required, and to collect maintenance charges and the user charges for the utilities being provided on “pay by use” basis, if any.

11.3 The Promotor shall be responsible to provide and maintain essential services in the Complex till the taking over of the maintenance of the Project/Complex by the Association as provided in this Conveyance. The cost of such maintenance shall be borne and paid by the Purchasers proportionately for the Apartment.

11.4 The maintenance and management of Common Areas by the committee will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies, lifts and staircases, AMC’s etc. It will also include safety and security of the Complex such as fire detection and protection and management of general security control of the Complex.

11.5 The Rules/ Bye Laws to regulate the use and maintenance of the Common Areas shall, during the interim maintenance period, be framed by the Promotor with such restrictions as may be necessary for proper maintenance and all the Purchasers are bound to follow the same.

11.6 After the Common Areas of the Complex are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Owner-Cum-Developer, with or without amendments, as may be deemed necessary by the Association.

12. FORMATION OF ASSOCIATION

12.1 The Promotor shall, in accordance with Applicable Laws, call upon the respective apartment owners to form an association (“ASSOCIATION”), and it shall be incumbent upon the Purchasers to join the Association as a member and for this purpose 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 Purchasers shall pay the necessary subscription and/or membership amounts, together with the proportionate costs and expenses for (i) formation of the Association, and (ii) transfer of the Common Areas to the Association, including but not limited to stamp duty and registration costs, if any. The Purchasers hereby authorize the Promotor to take all necessary steps in this connection on his/her/their/its behalf, and further the Purchasers 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.

12.2 Each Apartment/unit in the Complex and/or the Project shall represent one share, irrespective of the number of persons owning such Apartment/unit. Further, in the event an Apartment/unit is owned by more than one person, then the person whose name first appears in the nomenclature of this Conveyance as the Purchasers shall only be entitled to become a member of the Association. In the event that the purchaser/s is/are minor, the local guardian of such minor/s shall become a member of the Association. A tenant or licensee of the Purchasers shall not be entitled to become a member of the Association.

- 12.3 Upon formation of the Association, the Promotor 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**”). Save as provided herein, 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., as may from time to time have been procured/ obtained/ entered into by the Promotor and the Association shall take the responsibility for proper safety and maintenance of the Complex and of upkeep of all fixtures, equipment and machinery provided by the Owner-Cum-Developer, and the Promotor shall immediately stand discharged of any liability and/or responsibility in respect thereof and the Purchasers and the Association shall keep the Promotor fully safe, harmless and indemnified in respect thereof.
- 12.4 The Purchasers agree and undertake to deposit a non-interest bearing security deposit (as specified in the Payment Plan) with the Owner-Cum-Developer, which deposit shall be pooled into a Sinking Fund (“**Sinking Fund**”). The Purchasers further agree and acknowledge that such Sinking Fund shall be handed over to the Association by the Owner-Cum-Developer, without any interest, after adjusting/deducting therefrom all amounts then remaining due and payable by the Purchasers and the several Co-Buyers of the Complex to the Owner-Cum-Developer, together with interest thereon. Such amount(s), if any, thus transferred shall be held by the Association on behalf of and on account of the Purchasers and the several Co-Buyers and/or co-owners of the Project, inter alia, as a sinking fund. The Purchasers undertake to make good and pay to the Association all such amounts that may be deducted/adjusted as aforesaid by the Promotor as due and payable by the Purchasers and/or to replenish any shortfalls caused on account of the Purchasers. Further, it is hereby agreed that the Purchasers shall not be held liable, in any manner whatsoever, for any shortfall in the Sinking Fund due to the above adjustments or otherwise after the handover of the Sinking Fund by the Promotor to the Association and the Purchasers and the Association shall jointly and severally keep the Promotor indemnified for the same.
- 12.5 The Purchasers acknowledge and agree to allow the Promotor to adjust any receivables and/or dues towards Common Charges and Expenses from the Sinking Fund before the same is handed over to the Association. The Purchasers hereby agree and undertake to bear all taxes that may be levied on the Promotor on account of making such adjustments and/or on account of the Promotor transferring/handing over the Sinking Fund to the Association. On any such adjustments being made from the Sinking Fund, the Purchasers hereby undertake to make good the resultant shortfall in the Sinking Fund within 15 (fifteen) days of a demand made by the Association with respect thereto.
- 12.6 The Promotor and/or the Association, as the case may be, shall be entitled to invest the Sinking Fund in such securities and in such manner as the Promotor and/or Association, as the case may be, may think fit and apply the income for the purpose of repairs, maintenance, security and upkeep of the Complex. Such payment towards the Sinking Fund shall not absolve the Purchasers of its obligation to pay the applicable monthly maintenance charges of the Apartment in terms of this Conveyance.
- 12.7 The Purchasers acknowledge that they shall be bound by the rules and regulations which may be framed in relation to maintenance and management of the Building and/or the Complex by the Promotor 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 and/or be made applicable to all the apartment owners or occupiers of the Building and/or the Complex.
- 12.8 The Purchasers expressly agree and acknowledge that it is obligatory on the part of the Purchasers to regularly and punctually make payment of the proportionate share of the Common Charges and Expenses and further acknowledges that non-payment of the same is likely to affect the maintenance and rendition of the common services, thus affecting the right of the Co-Buyers and/or Co-Occupiers in the Complex.
- 12.9 Further, the Purchasers agree and undertake to pay all necessary deposits/charges to the Promotor or the Association, as the case may be, including the interest free security deposit(s) payable to the concerned statutory bodies/ authorities or other entities, each as may be determined by the Promotor or the Association, as the case may be, each within such timelines as may be prescribed by the Owner-Cum-Developer.
- 12.10 Without prejudice to the rights available under this Conveyance, in the event that any amount payable to the Promotor or the Association is not paid within 2 (two) months from the date of the notice in this regard, the Promotor or the Association, 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.

- 12.11 It has been agreed by the parties that the Association (s) of all the Purchasers of all the buildings in the Complex as and when the Complex is completed in its entirety shall own in common all common areas, amenities and facilities of the Complex together with all easement rights and appurtenances belonging thereto.

13. **DEFECT LIABILITY:**

- 13.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promotor as per the agreement for sale relating to such development is brought to the notice of the Promotor within a period of 5 (five) years by the Purchasers from the date of handing over possession, it shall be the duty of the Promotor to rectify such defects without further charge, within 30 (thirty) days, and in the event of the Owner-Cum-Developer's failure to rectify such defects within such time, the Purchasers shall be entitled to receive appropriate compensation in the manner as provided under the Act.

14. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

- 14.1 The Owner-Cum-Developer/maintenance agency/Association (upon formation) shall have rights of unrestricted access of all Common Areas, garages/covered parking and open parking spaces for providing necessary maintenance services and the Purchasers agree to permit the Association and/or maintenance 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.

15. **USAGE:**

- 15.1 **Use of Basement and Service Area:** The basement(s) and service areas, if any, as located within the Complex is 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's etc. and other permitted uses as per the Said Plan and/or the sanctioned plan. The Purchasers shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Association formed by the Purchasers or caused to be formed for the Purchasers for rendering maintenance services.

16. **COMPLIANCE WITH RESPECT TO THE APARTMENT:**

- 16.1 The Purchasers shall be solely responsible to maintain the Apartment at the Purchasers' 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 laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances there to or belonging thereto, in good and tenable 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.
- 16.2 The Purchasers further undertake, assure and guarantee that the Purchasers would not put any facade/ 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 Complex, buildings therein or Common Areas. The Purchasers shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Purchasers shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Purchasers shall also not remove any wall, including the outer and load bearing wall of the Apartment.
- 16.3 The Purchasers shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promotor and thereafter, the Association of the flat owners and/or maintenance agency appointed by the Association. The Purchasers shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The Parties are executing this Conveyance with the full knowledge of all laws, rules, regulations, notifications applicable to the Complex.

18. **ADDITIONAL CONSTRUCTION:**

The Promotor undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Complex/Project after the Said Plan has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

19. **APARTMENT OWNERSHIP ACT:**

The Promotor has assured the Purchasers that the Project in its entirety is in accordance with the provisions of The West Bengal Apartment Ownership Act, 1972 as amended up to date and/or other applicable local laws in the state of West Bengal and the Promotor has duly complied with and/or will comply with all such laws/regulations as applicable.

20. **SEVERABILITY:**

If any provision of this Conveyance shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of this Conveyance shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Conveyance and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Conveyance shall remain valid and enforceable as applicable at the time of execution of this Conveyance.

21. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE CONVEYANCE:**

Wherever in this Conveyance it is stipulated that the Purchasers have to make any payment, in common with other Purchasers in the Complex, 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 Complex.

22. **FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Conveyance or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

23. **PLACE OF EXECUTION:**

The execution of this Conveyance shall be complete only upon its execution by the Promotor through its authorized signatory at the Owner-Cum-Developer's Office, or at some other place, which may be mutually agreed between the Promotor and the Purchasers in Kolkata after the Conveyance is duly executed by the Purchasers and the Promotor simultaneously with the execution the said Conveyance shall be registered at the office of the concerned Sub-Registrar at Kolkata. Hence this Conveyance shall be deemed to have been executed at Kolkata.

24. **SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the Purchasers, in respect of the Apartment, prior to the execution and registration of this Conveyance for the Apartment, shall not be construed to limit the rights and interests of the Purchasers under this Conveyance or under the Act or the rules or the regulations made there under.

25. **GOVERNING LAW:**

That the rights and obligations of the Parties under or arising out of this Conveyance shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other applicable laws of India for the time being in force.

26. **DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Conveyance, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

Disclaimer: Terms and conditions as mentioned herein are as per contractual understanding between the Parties. It is ensured that such terms and conditions are not in derogation of or inconsistent with the terms and conditions set out herein or the Act and the rules and Regulations made thereunder.

THE FIRST SCHEDULE ABOVE REFERRED TO
(PART - I)
(Mother Property)

ALL THAT piece and parcel of land admeasuring about 12.305 (twelve point three zero five) Acres [equivalent to **1230.50 Decimal or 37 Bighas 07 Cottahs 12 Chittacks and 5.40 Square feet**], more or less, comprised in R.S. Dag Nos. 2555, 2562, 2566, 2582, 2587, 2633, 2634, 2635, 2637, 2640, 2642, 2643, 2663, 2664, 2665, 2666, 2667, 2668, 2671, 2683, 2684, 2685, 2688, 2711, 2712 and 2986, corresponding to L.R. Dag No. 9534 (Part), recorded under R.S. Khatian No. 3828, corresponding to L.R. Khatian No. 10518, lying and situated at *Mouza* Rishra, J.L. No. 27, now known and numbered as Municipal Holding Nos. 17/8/1, 17/8/2, 17/8/3 and 17/8/4, Dinen Bhattacharjee Sarani (formerly Municipal Holding No. 17/8), Post Office Morepukur, Police Station Rishra, within the limits of Ward No. 16 and Circle No. C-I of the Rishra Municipality, Sub-Registration District Serampore, District Hooghly, West Bengal and is butted and bounded as follows:

ON THE NORTH: By Laxmi Narayan Cotton Mills and partly by private lands;
ON THE SOUTH: Partly by Dinen Bhattacharya Sarani, partly by private lands;
ON THE EAST: By Dinen Bhattacharya Sarani;
ON THE WEST: Partly by Das Para Lane and partly by private lands.

Part - II
DESCRIPTION OF THE "LARGER PROPERTY"

ALL THAT piece and parcel of land measuring about 4837.07 (four thousand eight hundred and thirty seven point zero seven) square meter equivalent to 119.52 decimal or 3 Bighas 12 Cottahs 06 Chittacks and 44.136 square feet, more or less, out of the newly assessed plot of land, having Municipal Holding No. 17/8/2, comprised in R.S. Dag Nos. 2663, 2664, 2665, 2666, 2667, 2668, 2671, 2683, 2684, 2685, 2688, 2711 and 2712, corresponding to L.R. Dag No. 9534 (Part), recorded under R.S. Khatian No. 3828, corresponding to L.R. Khatian No. 10518, present L.R. Khatian No. 18785, lying and situated at *Mouza* Rishra, J.L. No. 27, known and numbered as Municipal Holding No. 17/8/2, Dinen Bhattacharjee Sarani, Post Office- Morepukur, Police Station- Rishra, within the limits of Ward No. 16 and Circle No. C-I of the Rishra Municipality, Sub-Registration District Serampore, District Hooghly, West Bengal, and is butted and bounded as follows:

ON THE NORTH: By Laxmi narayan Cotton Mills.
ON THE SOUTH: By 10 mtr wide Municipal Road .
ON THE EAST: By Dinen Bhattacharjee Sarani
ON THE WEST: Partly by Premises no. 17/8/1, Dinen Bhattacharjee Sarani and partly by Laxmi narayan Cotton Mill

Part - III
DESCRIPTION OF THE "SAID PROPERTY"

ALL THAT piece and parcel of land measuring about 1025 (One Thousand Twenty Five) square meter [equivalent to 25.33 decimal or 0 Bighas 15 Cottahs 5 Chittacks and 8 square feet], more or less, out of the newly assessed plot of land, having Municipal Holding No. 17/8/2, comprised in R.S. Dag No.2663, 2671, 2683, 2684, 2685, 2688, 2711, 2712 corresponding to L.R. Dag No. 9534 (Part), recorded under R.S. Khatian No. 3828, corresponding to L.R. Khatian No. 10518, present L.R. Khatian No. 18785, lying and situated at *Mouza* Rishra, J.L. No. 27, being a portion of Municipal Holding No. 17/8/2, Dinen Bhattacharjee Sarani, Post Office- Morepukur, Police Station- Rishra, within the limits of Ward No. 16 and Circle No. C-I of the Rishra Municipality, Sub-Registration District Serampore, District Hooghly, West Bengal, and is butted and bounded as follows:

ON THE NORTH: Partly By Laxmi narayan Cotton Mills and partly by portion of load of larger property .
ON THE SOUTH: By 10 meter wide Municipal Road.
ON THE EAST: By Dinen Bhattacharjee Sarani .
ON THE WEST: Land of larger property

Part - IV
DESCRIPTION OF THE “SAID BLOCK”

ALL THAT piece and parcel of land measuring about **637.94** (Six Hundred Thirty Seven point Ninety Four) square meter [equivalent to 15.76 decimal or 0 Bighas 9 Cottahs 8 Chittacks and 27 square feet], more or less, out of the newly assessed plot of land, having Municipal Holding No. 17/8/2, comprised in R.S. Dag No.2663, 2671, 2683, 2684, 2685, 2688, 2711, 2712 corresponding to L.R. Dag No. 9534 (Part), recorded under R.S. Khatian No. 3828, corresponding to L.R. Khatian No. 10518, present L.R. Khatian No. 18785, lying and situated at Mouza Rishra, J.L. No. 27, being a portion of Municipal Holding No. 17/8/2, Dinen Bhattacharjee Sarani, Post Office- Morepukur, Police Station- Rishra, within the limits of Ward No. 16 and Circle No. C-I of the Rishra Municipality, Sub-Registration District Serampore, District Hooghly, West Bengal, and is butted and bounded all round by Said Property.

PART - V
[DESCRIPTION OF APARTMENT]

The Said Apartment, being Residential/Commercial Apartment No. _____, on the _____ Floor in Block No. _____, having carpet area of _____ (_____) square feet, more or less, corresponding to super built-up area of _____ (_____) square feet, more or less, being constructed on the Said Property.

The Said Apartment is shown in the map/plan annexed hereto and marked with RED border being a part of Second Schedule.

PART - VI
DESCRIPTION OF SAID PARKING SPACE

The Said Parking Space, being _____ open parking /covered parking for parking medium sized car and right to park _____ two-wheeler, in the Said Property.

THE SECOND SCHEDULE

The Floor Plan of the Said Apartment is given on the Plan annexed hereto being a part of this Schedule and the Said Apartment is shown therein marked with RED border marked as Annex-B

THE THIRD SCHEDULE ABOVE REFERRED TO
(DEVELUTION OF THE TITLE)

1. By way of a scheme of the Government of India, one National Textile Corporation Limited (NTCL) became the absolute owner from 1st April, 1974 onwards in respect of inter alia ALL THAT piece and parcel of land measuring 12.305 (twelve point three zero five) Acres [equivalent to 1230.50 Decimal or 37 Bighas 04 Katahs 7 Chittacks and 11 square feet], more or less, comprised in R.S. Dag Nos. 2555, 2562, 2566, 2582, 2587, 2633, 2634, 2635, 2637, 2640, 2642, 2643, 2663, 2664, 2665, 2666, 2667, 2668, 2671, 2683, 2684, 2685, 2688, 2711, 2712 and 2986, corresponding to L.R. Dag No. 9534 (Part), recorded under R.S. Khatian No. 3828, corresponding to L.R. Khatian No. 10518, lying and situated at Mouza Rishra, J.L. No. 27, then known and numbered as Municipal Holding No. 17/8, Dinen Bhattacharya Sarani, Post Office Morepukur, Police Station Rishra, within the limits of Ward No. 16 and Circle No. C-I of the Rishra Municipality, Sub-Registration District Serampore, District Hooghly, West Bengal (herein referred to as the **Mother Property**).
2. The Board for Industrial & Financial Reconstruction (**BIFR**) vide its Order dated 15th February, 2002, had sanctioned a rehabilitation scheme of the said NTCL and gave approval to said NTCL for selling of its assets, including the said Mother Property.
3. Thereafter, for the purpose of selling the said Mother Property, said NTCL had published a tender notice dated 21st June, 2007 and invited tenders from intending purchasers of the said Mother Property.
4. In response to the abovementioned tender notice, one Metro Heights Private Limited (**MHPL**) submitted its offer for the purchase of the said Mother Property and became the highest bidder thereof. The said NTCL accepted the offer of said MHPL vide a letter dated 21st October, 2007.
5. Consequently, by virtue of an Indenture of Sale dated 16th May, 2008, registered at the office of the Additional District Sub-Registrar, Serampore, recorded in Book-I, CD Volume No. 5, at Pages 3150 to 3170, being Deed No. 03233 for the year 2008, said NTCL, sold, conveyed and transferred the said Mother Property in favour of said MHPL for consideration mentioned therein, free from all encumbrances.

6. By virtue of the abovementioned sale, said MHPL became the sole and absolute owner of the said Mother Property and accordingly, mutated its name in the records of the Rishra Municipality being allotted a new Premises No. 17/8/1, Dinen Bhattacharya Sarani as well as in the records of the concerned Block Land and Land Reforms Officer, under L.R. Khatian No. 18785.
7. By virtue of a Gift, dated 5th October, 2010, said MHPL gifted, granted and transferred a land measuring 777.8 (seven hundred and seventy seven point eight) square meter equivalent to 11.6280 (eleven point six two eight zero) decimal, more or less, out of the Mother Property to and in favour of Rishra Municipality for widening of municipal road.
8. By virtue of an Order dated 1st November, 2011, passed and sanctioned by the Hon'ble High Court at Calcutta in respect of an Amalgamation Scheme, said MHPL was merged and amalgamated with Keventer Projects Limited (being the Promoter herein) and in terms of the said Amalgamation Scheme, all assets, properties, rights, duties, liabilities and obligations of MHPL got transferred and vested upon the Promoter.
9. The Promoter applied to Rishra Municipality for separation of remaining portion of the Mother property into four separate plots. Rishra Municipality assessed plots of land being Municipal Holding Nos. 17/8/1, 17/8/2, 17/8/3 and 17/8/4, Dinen Bhattacharjee Sarani vide its letter dated 21.12.2015.
10. By virtue of another Deed of Gift, dated 18th February, 2016, registered in the office of the Additional District Sub-Registrar, Serampore, recorded in Book-I, Volume No. 0605-2016, at pages 14979 to 14996, being Deed No. 060500690 for the year 2016, the Promoter gifted, granted and transferred a demarcated portion of land measuring 1363.674 (One thousand three hundred and sixty three point six seven four) square meter equivalent to 33.69 (Thirty three point six nine) decimal, more or less, out of the Mother Property to and in favour of West Bengal State Electricity Distribution Company Limited for construction of Sub-Station.
11. By virtue of another Deed of Gift, dated 3rd March, 2016, registered in the office of the Additional District Sub-Registrar, Serampore, recorded in Book-I, Volume No. 0605-2016, at pages 21512 to 21527, being Deed No. 060500938 for the year 2016, the Promoter gifted, granted and transferred a demarcated portion of land measuring 3423.84 (three thousand four hundred and twenty three point eight four) square meter equivalent to 84.605 (eighty four point six zero five) decimal, more or less, out of the Mother Property to and in favour of Rishra Municipality for development and widening of drain and adjacent Municipal road.
12. Thus, the said Promoter became the sole and absolute owner of ALL THAT piece and parcel of land measuring 5201.07 (five thousand two hundred and one point zero seven) square meter equivalent to 128.52 decimal or 3 Bighas 17 Kattahs 14 Chittacks and 11.45 square feet, more or less, being a portion of the Mother Property, comprised in R.S. Dag Nos. 2663, 2664, 2665, 2666, 2667, 2668, 2671, 2683, 2684, 2685, 2688, 2711 and 2712 corresponding to L.R. Dag No. 9534 (Part), recorded under R.S. Khatian No. 3828, corresponding to L.R. Khatian No. 10518, present L.R. Khatian No. 18785, lying and situated at Mouza Rishra, J.L. No. 27, known and numbered as Municipal Holding No. 17/8/2, Dinen Bhattacharjee Sarani, Post Office- Morepukur, Police Station- Rishra, within the limits of Ward No. 16 and Circle No. C-I of the Rishra Municipality, Sub-Registration District Serampore, District Hooghly, West Bengal and mutated its name in the records of the Rishra Municipality.
13. Thereafter, by virtue of a Deed of Gift, dated 2nd June, 2016, registered in the office of the Additional District Sub-Registrar, Serampore, recorded in Book-I, Volume No. 0605-2016, at pages 53878 to 53894, being Deed No. 060502344 for the year 2016, the Promoter gifted, granted and transferred land measuring 364 (three hundred and sixty four) square meter [equivalent to 9 decimal], more or less, out of the Municipal Holding No. 17/8/2, Dinen Bhattacharjee Sarani to and in favour of Rishra Municipality.
14. In the abovementioned events and circumstances, the Promoter became the sole and absolute owner of the said Larger Property, being land measuring about 4837.07 (four thousand eight hundred and thirty seven point zero seven) square meter equivalent to 119.52 decimal or 3 Bighas 12 Cottahs 06 Chittacks and 44.136 square feet, more or less, out of the newly assessed plot of land, having Municipal Holding No. 17/8/2, being a portion of the said Mother Property, comprised in R.S. Dag Nos. 2663, 2664, 2665, 2666, 2667, 2668, 2671, 2683, 2684, 2685, 2688, 2711 and 2712, corresponding to L.R. Dag No. 9534 (Part), recorded under R.S. Khatian No. 3828, corresponding to L.R. Khatian No. 10518, present L.R. Khatian No. 18785, lying and situated at Mouza Rishra, J.L. No. 27, known and numbered as Municipal Holding No. 17/8/2, Dinen Bhattacharjee Sarani, Post Office- Morepukur, Police Station- Rishra, within the limits of Ward No. 16 and Circle No. C-I of the Rishra Municipality, Sub-Registration District Serampore,

District Hooghly, West Bengal, for the purpose of building a residential cum commercial project comprising multistoried apartment buildings and commercial units and the said project shall be known as “KEVENTER’S RISHRA PHASE –II”.

15. Out of the Larger Property the Promoter has earmarked a portion of land measuring about **1025 (One Thousand Twenty Five) square meter** equivalent to 25.33 decimal, more or less, comprised in R.S. Dag Nos. 2683, 2684, 2685 and 2688, corresponding to L.R. Dag No. 9534 (Part), recorded under R.S. Khatian No. 3828, corresponding to L.R. Khatian No. 10518, present L.R. Khatian No. 18785, lying and situated at Mouza Rishra, J.L. No. 27, known and numbered as Municipal Holding No. 17/8/2, Dinen Bhattacharjee Sarani, Post Office- Morepukur, Police Station- Rishra, within the limits of Ward No. 16 and Circle No. C-I of the Rishra Municipality, Sub-Registration District Serampore, District Hooghly, West Bengal (herein referred to as the Said Property), for the purpose of building a residential cum commercial block being Block-A out of the said property shall be known as “Said Block.
16. The Promoter is fully competent to enter into this agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Property on which the Said Block is to be constructed.
17. The Rishra Municipality has granted the commencement certificate/Sanction Plan to develop the project vide approval dated..... bearing registration No. _____ .
18. The said Owner-Cum-Developer, thereafter, mutated its name in respect of the said Larger Property, being Municipal Holding No. 17/8/2, Dinen Bhattacharjee Sarani in the records of the Rishra Municipality.
19. Thereafter, by virtue of a Deed of Gift, dated 2nd June, 2016, registered in the office of the Additional District Sub-Registrar, Serampore, recorded in Book-I, Volume No. 0605-2016, at pages 53878 to 53894, being Deed No. 060502344 for the year 2016, the said Promotor gifted, granted and transferred a land measuring 364 (three hundred sixty four) square meter [equivalent to 9 decimal], more or less, out of Larger Property to and in favour of Rishra Municipality.
20. In the abovementioned events and circumstances, the said Promotor remained the sole and absolute owner of land measuring about 4837.07 (Four thousand eight thirty seven point zero seven) square metre [equivalent to 119.52 decimal or 3 Bighas 12 Cottahs 06 Chittacks and 44.136 square feet], more or less, out of the newly assessed plot of land, having Municipal Holding No. 17/8/2, comprised in the said Larger Property, being a portion of the said Mother Property (herein referred to as the Said Property).

THE FOURTH SCHEDULE HEREUNDER WRITTEN
(SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE SAID APARTMENT)).

(Specifications)-Apartment

- Structure: RCC framed structure on RCC Foundation. Block/bricks for both external and internal walls.
- Exteriors: Cement plaster, Exterior grade paint.
- Flooring: Ceramic tiles in Bedrooms, Living/Dining.
- Interiors: P.O.P/Putty punning over cement plaster inside flats.
- Kitchen: Anti-skid ceramic tiles on floor; Stone Kitchen counter; Stainless Steel sink, Glazed Ceramic Tiles dado on the walls above Kitchen counter up to a height of 600 mm; CP fittings of reputed make.
- Toilets: Anti-skid ceramic Tiles on floor;
- Glazed Ceramic Tiles dado on the walls up to door height;
- Ceramic wash basins; Western WC and CP fittings of reputed make.
- Doors:
Main door: Wooden door frames, Solid core flush shutters with lock and magic eye, Outside and inside finish with paint.
Bedroom doors: Painted wooden door frames, Solid core flush shutters with paint finish.
Bathroom: PVC door frame & shutter.
- Windows: Anodised Aluminium Frames with fully glazed shutters.
- Roof: Waterproofed.
- Electrical: Concealed insulated Copper wiring with modular switches of reputed make; AC point in master bedroom; Geyser point in master bathroom; Exhaust Fan points in all Bathrooms and Kitchen;
- Plumbing: Internal concealed plumbing.

THE FIFTH SCHEDULE HEREUNDER WRITTEN

Part-1

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE SAID BLOCK)

Power Back-up: Emergency power backup for Common Area Lighting and lift in the Said Block. Emergency power backup of 300 watt for 1bhk, 400 watt for 2bhk and 500 watt for 3bhk. in each flat for Lights and Fans. Choice of component is at the sole discretion of the Promoter in case there are multiple options.

Common & Lobby Area:-

Flooring: - Tiles in lobbies on all floors. Cement Flooring in Covered Car Park. Paver Block/ Bituminous Surface/Exposed concrete surface in drive ways.

Interiors: - Painting over P.O.P/ Putty punning on cement plaster in common areas.

Stairs: Indian Patent Stone Flooring; MS/Brick/RCC railing.

Lift Facia: Vitrified Tiles in ground floor lobby.

Roof: Waterproofed.

PART 2

SPECIFIC COMMON AREAS (WHICH ARE COMMON TO THE SAID COMPLEX)

1. Common internal roads and pathways.
2. Underground water reservoir.
3. Common Toilets on the Ground Floor.

Part-3

SPECIFIC COMMON AREAS (WHICH ARE PART OF THE SAID BLOCK)

1. Overhead Water Tank.
2. Mumty.
3. Lift Machine Room.
4. Open Area on the roof.
5. Lobbies.
6. Staircases.
7. Septic Tank.

THE SIXTH SCHEDULE HEREUNDER WRITTEN
[GENERAL TERM AND CONDITIONS]

1. Commercial Units/Shops: The Promoter has decided to construct several units/shops for commercial use in the Said Property and for transferring the same to the intending Purchasers at such price and on such terms and conditions which the Promoter in its sole discretion may deem fit and proper. The Purchasers of the commercial units shall be entitled to enjoy the facilities and convenience of the Specific Common Area of the Said Complex and other Common Areas as may be decided by the Promoter in its sole discretion. The Purchaser hereby agrees and accepts the same unconditionally and shall not, under any circumstances, raise any objection or hindrance thereto.
2. The Purchaser hereby agrees and confirms that unallotted Parking Space/s at all times, if any, shall continue to remain the property and in possession of the Promoter and the Promoter reserves the right to allot/use/transfer such right of the Said unallotted Parking Space(s) to any person for its independent use on the terms and conditions and in the manner as it may in its sole discretion deem fit and proper.
3. The Purchasers of the Unallotted Parking Space/s (UPS) shall have the right to use the common amenities and facilities at the Said Complex as be attributable and appurtenant to the Said Parking Space only. The UPS shall also have the right of ingress and egress by use of the driveways from the entrance leading to the Parking Space and also the right to use the following at the Said Complex:
-
(a) Common Toilets on the Ground Floor.
4. Appurtenant to the Said Parking Space. The right to use the amenities and facilities shall be available for use in common by all the Purchasers and/or occupiers of apartments in the Said Complex. It is further clarified that the UPS shall not be entitled to use and also cannot claim to enjoy any other facility or amenity or any Common Areas of the other blocks other than that which has been specifically mentioned herein. The UPS shall be required to join the

Association formed for maintenance and upkeep of the Said Complex/Said Block which can be a joint association in common with all the Blocks of Keventer's Rishra Phase-II. The UPS shall become a member of the Association and shall have voting rights only in matters related to the usage of Said Parking Space. The Association shall also involve the UPS and take his/her consent in all matters related to the usage of Said Parking Space only and for no other matter. In this regard the UPS shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. The Purchasers irrevocably authorize and empower the Promoter to take appropriate steps on behalf of the UPS for the formation and registration of the Association. Notwithstanding formation of the Association, the Facility Manager shall look after the maintenance of the Said Parking Space. The UPS before any transfer of his right or leasing out the Said Parking Space shall have to seek a No-objection Certificate (NOC) on payment of applicable charges as per rules framed by the Association. The UPS, subject to provisions of applicable law/rule shall ensure that the subsequent UPS becomes a member of the Association and pays the required maintenance charges and deposits towards the maintenance corpus fund to the Association.

5. Rights Confined to the Said Apartment And Appurtenances: The Purchaser agree, declare and confirm that the right, title and interest of the Purchaser is and shall be confined only to the Said Apartment and Appurtenances and that the Promoter shall at all times be entitled to deal with and dispose of all other Apartments and portions of the Said Block and the Said Complex in favour of third parties at its sole discretion, which the Purchaser hereby accepts and to which the Purchaser, under no circumstances, shall be entitled to raise any objection.
6. Right of Connect Existing Roads to Future Roads: The Purchaser declare and confirm that the Promoter and its successors-in-interest/title shall have unfettered and perpetual easements over, under and above all Common Portions including roads, passages and all open spaces in the Said Property with right to connect the same to new roads and passages, if any to be developed in future within the Said Complex and no further written consent by the Purchaser shall be required for the same, in pursuance of the Act or otherwise.
7. Completion of Sale: The Sale in respect of the Said Apartment and Appurtenances shall be completed by execution and registration of Conveyance Deed in favour of the Purchaser provided the Purchaser tenders and pays in time the Total Price and extra charges and all other amounts required to be paid by the Purchaser as per the terms herein recorded. The Purchaser shall be bound to have the Conveyance deed of the Said Apartment And Appurtenances executed and registered on or before the Deemed Date Of Possession, failing of which, exclusive physical possession of the Said Apartment And Appurtenances shall not be delivered to the Purchaser, although the Purchaser shall become liable for Maintenance Charges and Rates & Taxes from the Date Of Possession Notice and in addition, all statutory taxes and penalties shall also be borne and paid by the Purchaser. Till execution and registration of the proposed deed of Sale/Conveyance in respect of the Said Apartment and Appurtenances, the Purchaser herein shall not be entitled to any right, title or interest in respect of the said Apartment and Appurtenances.
8. Roof: The ultimate roof of the Said Block shall mean the roof which will be for the common use of all the Purchasers of the Said Block. The Promoter shall have the right of putting up signage and hoarding including neon sign of its name / logo / brand or the name of its segment or affiliates, as well as its products, on the roof or walls or Common Areas of the Said Complex at its sole discretion.
9. The Promoter shall be entitled to secure the Total Price and other amounts, respectively, payable by the Purchaser under this Agreement (or any part thereof), in the manner permissible under the Act/Rules, in favour of any persons including banks/financial institutions and shall also be entitled to sell and assign to any persons the right to directly receive the Total Price and other amounts payable by the Purchaser under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Purchaser shall be required to make payment of the Total Price and other amounts payable in accordance with this Agreement, in the manner as intimated.
10. In the event of the Purchaser obtaining any financial assistance and/or housing loan from any bank/financial institution, the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Purchaser and the Bank/ financial institution SUBJECT HOWEVER that such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Purchaser from such bank/ financial institution.
11. The timely payment of all the amounts payable by the Purchaser under this Agreement (including the Total Price), is the essence of the contract. An intimation forwarded by the Promoter to the Purchaser that a particular milestone of construction has been achieved shall be sufficient proof

thereof. The Promoter demonstrating dispatch of such intimation to the address of the Purchaser shall be conclusive proof of service of such intimation by the Promoter upon the Purchaser, and non-receipt thereof by the Purchaser/s shall not be a plea or an excuse for non-payment of any amount or amounts.

12. The Possession Date has been accepted by the Purchaser. However, if the Said Apartment is made ready prior to the Completion Date, the Purchaser undertakes(s) and covenant (s) not to make or raise any objection to the consequent preponement of his/her payment obligations, having clearly agreed and understood that the payment obligations of the Purchaser are linked inter alia to the progress of construction.

13. Upon the termination of this Agreement, the Purchaser shall have no claim of any nature whatsoever on the Promoter and/or the Said Apartment and Appurtenances and the Promoter shall be entitled to deal with and/or dispose off the Said Apartment and Appurtenances at its discretion as it may deem fit and proper.

14. If any structural work or any other workmanship in the Said Apartment is claimed to be defective by the Purchaser, at the time of possession or within a period of 5 years from the date of delivery of possession/deemed date of possession, the matter shall be referred to the Architect and the decision of the Architect shall be final and binding on the Parties. If directed by the Architect, the Promoter shall at its own costs remove the defects.

However, this shall in no manner entitle the Purchaser to refuse to take possession of the Said Apartment and if the Purchaser does so, the possession date called for by the Promoter in the possession letter or the Notice for possession shall be considered the Deemed Possession as contained in Possession Clauses and all the condition of the possession taken by the Purchaser shall apply and all consequences mentioned therein shall follow. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Purchaser and/or any other Purchasers in the Said Complex 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 Purchaser and/or any other Purchasers/persons in the Said Apartment. The Purchaser is/are aware that the Said Block is a monolithic 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 Complex 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 obligation to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Purchaser and/or the association of Purchasers shall have no claim(s) of whatsoever nature against the Promoter in this regard.

IN WITNESS WHERE OF parties hereinabove named have set the irrespective hands and signed this Conveyance at (city/town name) in the presence of attesting witness, signing as such on the day first above written.

[Owner-Cum-Developer]

[Purchasers]

Drafted by:

Witnesses:

Signature _____

Signature _____

Name _____

Name _____

Father's Name _____

Father's Name _____

Address _____

Address _____

Receipt of Consideration

Received from the within named Buyers the within mentioned sum of **Rs.** _____ **/- (Rupees**
_____) towards full and final payment of the Total Price for the said
Apartment and Parking Space described in **Fifth Schedule** above, in the following manner:

Mode	Date	Bank	Amount

[Owner-Cum-Developer]

Witnesses:

Signature_____

Signature_____

Name : _____

Name : _____