

THIS DEED OF CONVEYANCE

is executed on

this _____ day of _____,

20 _____

BETWEEN

M/S. AVISHI PROJECTS LLP, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, (previously a registered partnership firm under the Indian Partnership Act, 1932 vide registration No. L78291 and since converted as a limited liability partnership) having its registered office at 33A, Chowringhee Road, 4th Floor, Suite No. 3, Kolkata – 700 071 (PAN _____) represented by one of its partners _____ having Aadhaar _____ / PAN _____ hereinafter referred to as the "Promoter" and/or "Developer", (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors in office, successors in interest and assigns) of the FIRST PART.

AND

[If the Buyer is a company]

_____, (CIN No. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office _____ at _____, (PAN _____), represented by its signatory, _____, authorized (Aadhar No. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Buyer" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) being party of the SECOND PART;

[OR]

[If the Buyer is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar No. _____) authorized vide _____, hereinafter referred to as the "Buyer" (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) being party of the SECOND PART;

[OR]

[If the Buyer is a LLP]

_____ (LLP), a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 having registration no. _____ and having its registered office at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar No. _____) authorized vide _____, hereinafter referred to as the “Buyer” (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) being party of the SECOND PART;

[OR]

[If the Buyer is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the “Buyer” (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) being party of the SECOND PART;

AND

1. **MUKTAMANI VANIJYA PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 34B, Barrackpore Trunk Road, Kolkata – 700 002 (PAN _____)
2. **SRI ADITYA BANKA** son of Sri Ram Niranjana Banka (PAN _____)
3. **SMT. SARIKA BANKA**, wife of Sri Aditya Banka (PAN _____);
4. **SRI ANSHUMAN BANKA**, son of Sri Aditya Banka (PAN _____);
5. **MISS. VIDISHA BANKA** daughter of Sri Aditya Banka (PAN _____);

All residing at 6, Ballygunge Park Road, Kolkata – 700 019,

All through their respectively constituted attorney _____, hereinafter jointly called the “**CONFIRMING PARTY**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include in case of joint stock company its successors in office, successors in interest and assigns and in case of individuals, their respective heirs, successors, executors, administrations, legal representatives, agents and assigns) of the THIRD PART.

DEFINITIONS:

In this Conveyance Deed, unless repugnant or contrary to the context, and in addition to terms otherwise defined herein, following terms shall have meanings assigned herein below -

- (a) "Act" means the West Bengal Real Estate (Regulation and Development) Act, 2016 and subsequent amendments thereto;
- (b) "Applicable Laws" shall mean and include any applicable Central, State or local laws, statutes, ordinances, rules, regulations, codes, bye-laws etc. including amendments/ modification thereto, any government notifications, circulars, office orders, directives, guidelines, policies etc. or any government order or direction, judgment, decree or order of a judicial or a quasi-judicial authority whether in effect on the date of this Conveyance Deed or thereafter;
- (c) "Applicable Taxes" shall mean all the taxes, cess, revenue, by whatever name called, payable by the Promoter;
- (d) "Association of Buyers" shall mean the condominium / association of the buyers / apartment owners in the Project as the case may be, which shall be formed by the Promoter under the Applicable Laws;
- (e) "Common Areas and Installations" shall mean and include:
 - (i) the entire land for the Project morefully mentioned and described in the Schedule I written hereunder
 - (ii) The common areas installations and facilities in and for the premises mentioned and specified in PART-I of the SCHEDULE III hereunder written and expressed by the Developer for common use and enjoyment of the Co-owners BUT shall not include the car parking spaces, servants quarters, roof rights (except specifically demarcated for common use in each tower) and other open and covered spaces at the Premises / Project and the Building which is not to be so included in the common areas and installations.
- (k) "Common Expenses" shall mean maintenance charges in relation to the Apartment as may be levied by the Association from time to time including those as specified in Schedule IV written hereunder.
- (l) "Total Price" shall have the same meaning ascribed to it under Clause 1.1 and described in the Schedule V.

WHEREAS:

- A. By a Deed of Conveyance dated 15th February, 1947 made and executed by one Sheikh Sirajuddin Ahmed, therein referred to as the Vendor and one Anandi Lal Poddar therein referred to as the Confirming Party, and one Jute Carriers Ltd., therein referred to as the Purchaser and registered in the Office of S R Sealdah in Book No. I Volume No. 17 Pages 20 to 29 Being No. 545 of 1947, the said Jute Carriers Ltd. purchased and acquired ALL THAT the piece and parcel of

divided and demarcated land measuring about 6 (six) Bighas 19 (nineteen) Cottahs 10 (ten) Chittacks and 32 (thirty two) square feet of land being the northern portion of Municipal Premises No. 34 (formerly 34/1) Barrackpore Trunk Road, S R Office Sealdah within the limits of Kolkata Municipal Corporation, Touzi No. 2833 (formerly 1298) in Division I Sub Division III Holding Nos. 37, 38, 59, 60, 96, 97, 98 and 100B;

- B. One Shanti Devi Khaitan and Krishna Devi Khaitan, by a deed of conveyance dated 31st August, 1960 and registered at the office of the Registrar of Assurances, Kolkata in Book No. I Being No. 4319 of 1960, jointly purchased and acquired the aforesaid land being ALL THAT the piece and parcel of divided and demarcated land measuring about 6 (six) Bighas 19 (nineteen) Cottahs 10 (ten) Chittacks and 32 (thirty two) square feet of land being the northern portion of Municipal Premises No. 34 (formerly 34/1) Barrackpore Trunk Road, S R Office Sealdah within the limits of Kolkata Municipal Corporation, Touzi No. 2833 (formerly 1298) in Division I Sub Division III Holding Nos. 37, 38, 59, 60, 96, 97, 98 and 100B from the said Jute Carriers Limited.
- C. The said Shanti Devi Khaitan and Krishna Devi Khaitan caused their names to be recorded and mutated in the records of the Calcutta Municipal Corporation and the said portion of land so acquired was separated and renumbered as 34B, Barrackpore Trunk Road, Kolkata (hereinafter referred to as the **said premises** and/or the **said land**) which is morefully mentioned and described in the **Schedule I** written hereunder.
- D. By an order dated 27th August, 1982 passed by the Hon'ble High Court at Calcutta in C. P. No. 304 of 1982 being a proceedings under Sections 391(2), 393 and 394 of the Companies Act, 1956, the said premises stood transferred unto and in favour of one Calcutta Teachest & Fibre Limited which became the absolute owner thereof.
- E. The said Calcutta Teachest & Fibre Limited applied for and caused its name to be recorded and mutated in the records of the Calcutta Municipal Corporation.
- F. By another order dated 6th February, 2007 passed by the Hon'ble High Court at Calcutta in C. P. No. 410 of 2006 being a proceedings under Section 391(2) and 394 of the Companies Act, 1956, the Real Estate Division of the said Calcutta Teachest & Fibre Limited stood merged and amalgamated into Muktamani Vanijya Private Limited. Pursuant to such merger and amalgamation, all the assets and properties of the said Real Estate Division of the said Calcutta Teachest & Fibre Limited including the premises stood transferred into the said Muktamani Vanijya Private Limited, which became the owner thereof.
- G. The said Muktamani Vanijya Private Limited thereafter applied for and caused its name to be recorded and mutated in the records of the Kolkata Municipal Corporation as the owner of the said premises. The Kolkata Municipal Corporation vide its sanction plan No. 2013010140 dated

28/03/2014 read with modification plan No. 027/BLDG/5/17-18 dated 29.08.2017 sanctioned a building in respect of the said premises for construction of a residential cum commercial complex at the said premises.

- H. By a Deed of Partnership dated the 1st October, 2013 made between the confirming parties herein, therein called the partners, the Confirming Parties duly entered into and formed a partnership firm to carry on business in co-partnership under the name and style of "Ruby Developers". By and under the said partnership deed, the said Muktamani Vanijya Private Limited put the said premises together with all rights and benefits attached thereto including the sanctioned building plan, into the till of the said partnership so constituted and thereby the said premises stood transferred as an asset of the partnership. The said M/s. Ruby Developers was put into possession of the said premises which has become a partnership asset on and from October 1, 2013.
- I. The said firm "Ruby Developers" has since been converted into a Limited Liability Partnership being the Developer herein, with effect 27th August, 2014 and the confirming parties herein continue to be the partners of the Developer herein and upon such registration, the said Ruby Developers and all its rights, properties and assets have stood transferred unto in the Developer herein including the premises together with all rights and benefits attached thereto including the sanctioned building plan.
- J. The said land is earmarked for the purpose of building a Residential Project (with permitted other blocks), comprising multi-storied apartment 4 buildings / towers and the said project shall be known as Avishi Trident ("Project");
- K. The Buyer had entered into an apartment buyer agreement dated _____ ("Apartment Buyer's Agreement") by and under which the Buyer agreed to, on the terms and conditions mentioned therein, purchase and acquire the residential apartment bearing No. "____" on the _____ Floor in Tower No. ____ which upon final measurement contains a super built-up area of _____ (_____) Square Feet equivalent to _____ (_____) Square Feet of Carpet Area more or less **TOGETHER WITH** the extended Terrace attached with the said residential flat No. _____ on the _____ Floor of Tower No. _____ containing by measurement super-built up area of _____ square feet equivalent to _____ (_____) Square Feet of Carpet Area be the same a little more or less. **TOGETHER WITH** the right to park one medium sized motor car on the Car Parking No. _____ floor under Tower _____ AS ALSO TOGETHER WITH One Servant Quarter being No. ____ on the _____ Floor in Tower No. ____ having a super built up area of _____ square feet equivalent to _____ (_____) Square Feet of Carpet Area.

(hereinafter referred to as the "Apartment"), more particularly described in Schedule II. The floor plan of the Apartment is annexed hereto.

- L. The Buyer has, prior to the date hereof, examined the copy of the WBHIRA Certificate and the Buyer has agreed and consented to the development of the Project on the Said Premises. The Buyer has also examined all documents and information uploaded by the Promoter on the website of the Authority as required by Act and the Rules and has understood the documents and information in all respects.
- M. The Buyer represents and confirms that it has inspected all the documents pertaining to the Project and the said Premises including but not limited to all the title documents and has fully satisfied itself in all respects, with regard to the right, title and interest of the Promoter in the Project and its right to convey the Apartment to the Buyer. The Buyer has also satisfied itself with the Apartment, the facilities, amenities, specifications, construction quality, measurements and other details and upon complete satisfaction of performance of all obligations under the Agreement for Sale by the Developer, the Buyer has taken possession of the said Apartment.
- N. The Parties hereby confirm that they are signing this Conveyance Deed with full knowledge of the Applicable Laws.
- O. 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 Deed and all applicable laws, are now willing to enter into this Conveyance Deed on the terms and conditions appearing hereinafter.

NOW THIS INDENTURE WITNESSETH

1. CONVEYANCE:

- 1.1. In consideration of the payment of the entire consideration of Rs _____/- (Rupees _____ only) ("Total Price" as morefully described in the Schedule V written hereunder) and the statutory and other charges by the Buyer in terms of the Apartment Buyer's Agreement and in consideration of the adherence to and compliance with various terms, conditions, covenants and obligations of the Buyer stated in this Conveyance Deed, the Apartment is hereby sold, conveyed and transferred in favour of the Buyer absolutely and forever, free from all encumbrances, along with proportionate undivided interest in the Common Areas;
- 1.2. The Buyer shall have the right to the Apartment as mentioned below:
 - (i) The Buyer shall have exclusive ownership of the Apartment.

- (ii) The Buyer shall have undivided proportionate share in the Common Areas. Since the share/ interest of the Buyer in the Common Areas is undivided and cannot be divided or separated, the Buyer shall use the Common Areas along with other occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them.
- 1.3. The Buyer agrees and undertakes that the Apartment shall be treated as a single indivisible Apartment for all purposes and that common areas / services / facilities of the Complex (as mentioned in Schedule III hereto) shall be available for use and enjoyment of all buyers of the Complex comprising of all 4 Buildings / Towers. The Buyer hereby further agrees that irrespective of location of any of the facilities of amenities within the Project, occupier of each building / tower shall be entitled to jointly use and enjoy the common areas / services / facilities .
- 1.4. The Promoter has paid all outgoings before transferring the physical possession of the apartments to the Buyer, which it has collected from all buyers, for the payment of outgoings (including land cost, municipal or other local taxes, charges for water or electricity, maintenance charges, which are related to the Project).
- 2. CONSTRUCTION OF THE PROJECT AND HANDOVER OF APARTMENT:
 - 2.1. The Building in which the Apartment is located has been completed and the necessary occupation / part occupation certificate in respect of the said Building has been obtained from the Competent Authority.
 - 2.2. The Promoter has handed over the vacant, physical and peaceful possession of the Apartment to the Buyer as per the specifications & amenities mentioned in Part – II Schedule III hereto. On and from the date of possession, the Buyer has been and shall continue to be liable to bear and pay the proportionate charges of all outgoings / charges in respect of the said Apartment as may be levied by the Association of Buyers, together with all rates, taxes, cesses, assessments, betterment charges, levies etc. payable to any Competent Authority including those as set out in Schedule IV hereunder.
 - 2.3. On and from the date of handover of the Apartment the Buyer shall be liable to pay for the electricity water and other consumptions at the Apartment as per the bills issued by the Competent Authorities and service providers, from time to time.
 - 2.4. The Buyer hereby agrees and undertakes to be a member of the Association of Buyers to be formed under the Act / Apartment Act and to sign and execute the application for registration, other papers and documents necessary for the formation of and registration of

such Association of Buyers. The Buyer shall observe and perform all the rules, regulations of the Association of Buyers that may be specified in detail under its bye-laws.

- 2.5. The Buyer is aware that as per the amended Income Tax Act, 1961, any payment made on or after 01.06.2013 for acquisition of any immovable property other than agricultural land is subject to Tax Deduction at Source ("TDS") at the rate of 1% where the aggregate consideration is equal to or more than Rs. 50,00,000/-. The Buyer agrees and undertakes that if the Buyer fails and / or neglects to deduct the TDS or fails to deposit the same with the authorities after such deduction, the Buyer alone shall be deemed to be an assessee in default in respect of such tax and the Promoter shall not be liable for any statutory obligations / liability or non-deposit of such TDS. In case the credit of TDS deducted by the Buyer is not reflected in Form No. 26AS of the Income Tax Act, 1961 and the rules thereunder, and if the original TDS certificate is not submitted by the Buyer to the Promoter then the amount of TDS shall be considered as receivable from the Buyer and shall be deemed to be a default on the part of the Buyer under the Act and the rules framed thereunder.

3. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

3.1. The Promoter hereby represent and warrant to the Buyer as follows:

- (i) The Promoter have lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project;
- (ii) There are no litigations pending before any Court of law or authority with respect to the said Apartment;
- (iii) All approvals, licenses and permits issued by the Competent Authorities with respect to the Project are valid and subsisting and have been obtained by following due process of law;
- (iv) 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) has been received by or served upon the Promoter in respect of the said Premises or any part thereof.

4. MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ REAL ESTATE:

- 4.1. The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association of Buyers which shall be a maximum of __ months from the date of the Completion Certification and the Buyer shall ensure such take over is completed by the Association of Buyers.

- 4.2. The Buyer shall pay the maintenance charges in relation to the Apartment as may be levied by the Association from time to time. It is made clear to the Buyer that the Buyer as a Member of the Association alongwith other members shall be liable to maintenance and operation of Common Areas of the Project.
- 4.3. The Buyer agrees to maintain at the close of each financial year ending on 31st March an interest bearing maintenance security deposit (which shall be non-refundable) with the Association of Buyers computed at the rate of INR [●]/- per square feet of the Carpet Area of the Apartment (which rate shall be uniformly applicable to all buyers at the Complex). The applicable interest rate on this deposit shall be as per the prevailing interest rates of the bank in which the said amount is deposited. The quantum of deposit may be altered by the Association of Buyers and the Buyer undertakes to abide by the same.
- 4.4. As and when any plant, machinery, equipment etc. within the Project including but not limited to lifts, DG sets, electric substation, pumps, firefighting equipment, etc. requires replacement, up-gradation, addition etc. the cost thereof shall be contributed by all the buyers / occupants of apartments at the Project / Complex, as the case may be, on pro-rata basis (i.e. in proportion to the Carpet Area of the Apartment to the total Carpet Area of all the apartments in the Project / Complex, as the case may be).
- 4.5. The service areas, as located within the Project, earmarked for purposes including but not limited to electric sub-station, transformers, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses. The Buyer shall not be permitted to use the services areas in any manner whatsoever, and the same shall be reserved for use by the Association of Buyers formed by the Buyers for rendering maintenance services.

5. DEFECT LIABILITY:

- 5.1. 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 Promoter as per the Apartment Buyer's Agreement is brought to the notice of the Promoter within a period of 5 (five) years by the Buyer from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days from the date of report to such effect being prepared and certified by a the Civil Engineer to be appointed by the Promoter, and in the event of Promoter' failure to rectify such defects within such time, the aggrieved Buyer shall be entitled to receive appropriate compensation in the manner as provided under the Act.

5.2. However, the Promoter shall not be liable for rectification of defects in the following circumstances:

- (i) if the same has resulted due to any act, omission or negligence attributable to the Buyer or non-compliance of any Applicable Laws or terms of this Deed, by the Buyer;
- (ii) the defects that are the result of ordinary wear and tear in due course; and
- (iii) Force Majure;

Provided that the Buyer understands that there is a fundamental difference between hand over of the building/ constructions or infrastructure services and systems free from defects on the one hand and maintenance of handed over building/ constructions or infrastructure services and systems so as to maintain defect free functioning which by its nature is a lifelong process. Accordingly, the continued maintenance of the systems handed over would not be the responsibility of the Promoter, and the Promoter shall not be liable for rectification of any defects as a result of negligence in maintenance.

Provided further that in case any such structural defect or any other defect in workmanship, quality or provision of services by the Promoter at the Project, reasonably and in the ordinary course requires additional time beyond the said 30 (thirty) days, then the Promoter shall be entitled to the same, provided an intimation thereof has been provided to the Buyer prior to expiry of the said initial 30 (thirty) days. The Buyer hereby agrees to such additional time / extension of time without being entitled to / making any claim to receive appropriate compensation in the manner as provided under the Act and/or otherwise under the Applicable Laws.

6. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

6.1. The Association of Buyers shall have right of access to all Common Areas, garages/ covered parking and parking spaces for providing necessary maintenance services and the Buyer agrees to permit the Association of Buyers together with its men and agents, with or without material, to enter into the Apartment or any part thereof, after due notice and during the normal daytime hours, unless the circumstances warrant otherwise, with a view to set right any defect concerning the Building / Project and the Common Areas.

7. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

7.1. The Buyer shall, on and from the date of possession, be solely responsible to maintain the Apartment at its 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 Common Areas or the Project which may be in violation of the Applicable Laws or change or alter or make additions to the Apartment and 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.

- 7.2. The Buyer further undertakes, assures and guarantees that it would not put any sign-board/ name-plate, neon light, publicity material or advertisement material, any stickers or allow lamination of the exterior glass, etc. on the face/ facade of the Building or anywhere on the exterior of the Project, buildings or the said Apartment or the Common Areas. The Buyer shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or permit any remodelling, alteration, variation, change or build upon the look, design, texture, fixtures, materials or any combination thereof or carry out any change in the exterior elevation or design of the Building or the Apartment. Further, the Buyer shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the Common Areas.
- 7.3. The Buyer shall neither encroach upon the Common Areas in the Project nor store any goods, objects, articles, belongings etc. in such areas or block the same in any manner whatsoever.
- 7.4. The Buyer agrees that irrespective of location of any of the facilities of amenities within the Project, occupier of each of the 4 buildings / towers shall be entitled to jointly use and enjoy the common areas / services / facilities .
- 7.5. If any damage is caused to the Common Areas or to the Project on account of any act, negligence or default on part of the Buyer or his employees, agents, servants, guests, or invitees, the Buyer shall be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and/ or damage caused as may be levied by the Promoter or the Association of Buyers.
- 7.6. The Buyer shall not remove any wall, including the outer and load bearing wall of the Apartment. The Buyer is strictly prohibited from making any alterations or modifications in the Apartment or outside the Apartment to the structure or the services and systems laid out in the Apartment / Project including any changes that are either structural changes or such that would lead to disruption of the services laid out in the buildings or along the buildings for the use by one or more apartments. The Buyer shall not under any circumstances do or allow any alteration/ modification/ change to the interior walls, layout or finishes within the said Apartment save and except with the prior permission of the Association of Buyers in writing, upon having obtained necessary statutory permissions.
- 7.7. The Buyer shall not cover or construct on the balcony(ies) / open terrace(s) attached to the Apartment and shall only use the same as open balcony(ies) / terrace(s), as the case may be, and in no other manner whatsoever, nor use the same for storage. The Buyer shall also

not change the outer facade of the said balcony(ies) / open terrace or use the same for storage purposes.

7.8. The Buyer shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of Buyers. The Buyer shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

7.9. The Buyer shall not use/ cause to be used the said Apartment for any purpose except residential use and shall not permit any commercial activity, and shall always ensure that the Apartment be put to residential use only [except Buyers in block 4]. Furthermore, the Buyer specifically undertakes not to use the said Apartment or offer it to be used in any manner and/or for any activity that is prohibited/ irregular/ illegal or other activity that is hazardous or may cause a nuisance of any nature in the Project.

7.10. The Buyer undertakes not to sub-divide/amalgamate the Apartment(s) with any other apartment / area in the Project.

7.11. The name of the Complex / Project shall always be 'Avishi Trident' and the Buyer or his lessees / occupant(s) / transferee(s) / assignee(s) or the Association of Buyers shall not be entitled to change the same.

7.12. The Buyer shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Apartment in the Common Areas or any portion of the Complex.

7.13. The Buyer shall not install any electrical or other equipments or any other installations outside the Apartment. The Buyer shall install the air-conditioning units only in the ledge specifically provided for such purposes.

8. COMPLIANCE OF LAWS, NOTIFICATIONS, OTHER OBLIGATIONS ETC. BY THE PARTIES:

8.1. The Parties are entering into this Conveyance Deed with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

8.2. The Promoter has made it expressly clear to the Buyer that the rights of the Promoter in the Apartment agreed to be conveyed/ sold/ transferred herein are circumscribed by and subject to the conditions imposed by the prevailing laws and and/or any other statutory authority(ies).

8.3. The Buyer shall observe all terms and conditions of this Conveyance Deed, and also those conditions, restrictions and other stipulations imposed in respect of the Project and shall

also abide by the applicable building plans and other Applicable Laws applicable to the Apartment and /or the Project.

9. COMPLIANCE WITH THE ACT:

The Promoter have assured the Buyer that the Project in its entirety is in accordance with the provisions of the Act and rules framed / to be framed thereunder.

10. PROVISIONS OF THIS CONVEYANCE DEED APPLICABLE ON BUYER/ SUBSEQUENT PURCHASERS OF THE APARTMENT:

It is clearly understood and agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent purchaser of the Apartment, as in case of a transfer, all obligations go along with the Apartment for all intents and purposes.

11. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE CONVEYANCE DEED:

Wherever in this Conveyance Deed it is stipulated that the Buyer has to make any payment, in common with other buyer(s) in the 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 Project / Complex comprising of all the 4 buildings, as the case may be.

12. DISPUTE RESOLUTION :

All or any dispute arising out of or touching upon or in relation to the terms and conditions of this indenture, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussions, failing which the same shall be settled under Arbitration and Conciliation Act, 1996.

IN WITNESS WHEREOF the Parties hereinabove named have set their respective hands and signed this Conveyance Deed at Kolkata in the presence of attesting witness, signing as such on the day first above written.

SIGNED SEALED AND

DELIVERED by the Promoter at
Kolkata in the presence of:

SIGNED SEALED AND

DELIVERED by the Buyer at
Kolkata in the presence of:

SIGNED SEALED AND

DELIVERED by the Confirming
Party at Kolkata in the presence
of:

SCHEDULE I

(the said premises and/or land)

ALL THAT the piece and parcel of Bastu land measuring about 6 (six) Bighas 19 (nineteen) Cottahs 10 (ten) Chittacks and 32 (thirty two) square feet of land being the northern portion of Municipal Premises No. 34B (formerly 34 and prior thereto 34/1) Barrackpore Trunk Road, A D S R Office Dum Dum P. S. Cossipore, within the limits of Kolkata Municipal Corporation, Ward No. 1 Kolkata – 700 002, Touzi No. 2833 (formerly 1298) in Division I Sub Division III Holding Nos. 37, 38, 59, 60, 96, 97, 98 and 100B butted and bounded in the following manner:

ON THE NORTH : Gobindo Mondal Lane, Kolkata

ON THE SOUTH: 39, Gopal Chatterjee Road, Kolkata

ON THE EAST: Main Road – Barrackpore Trunk Road

ON THE WEST: 34/H, B. T Road, Kolkata

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

SCHEDULE II

(Apartment)

ALL THAT the Residential Flat No. “ _____ ” on the _____ Floor in Tower No. _____ to contain a super built-up area of _____ (_____) Square Feet equivalent to _____ (_____) Square Feet of Carpet Area more or less within the residential complex under construction at or within a divided portion of the said premises described in the First Schedule hereinabove written save and except the excluded area or portions.

TOGETHER WITH the extended Terrace attached with the said residential flat No. _____ on the _____ Floor of Tower No. _____ to contain by measurement super-built up area of _____ square feet equivalent to _____ (_____) Square Feet of Carpet Area be the same a little more or less.

TOGETHER WITH the right to park one medium sized motor car on the Car Parking No. _____ _____ floor under Tower _____ AS ALSO TOGETHER WITH One Servant Quarter being

No. _____ on the _____ Floor in Tower No. ____ having a super built up area of _____ square feet equivalent to _____ (_____) Square Feet of Carpet Area.

SCHEDULE III ABOVE REFERRED TO

PART – I

(Common Areas and Installations)

1. Entrance and exit gates of the said premises.
2. Paths passages and driveways in the said premises other than those reserved by the Developer for its own use for any purpose and those meant or earmarked or intended to be reserved for parking of motor cars or other vehicles or marked by the Developer for use of any Co-owner.
3. The staircases of the buildings along with their full and half landings with stair covers on the ultimate roof. The common areas will be well decorated and finished with marble or granite or vitrified tiles or equivalent flooring.
4. Landscaped Garden;
5. Air Conditioned fully equipped Gymnasium;
6. Air conditioned Indoor games room;
7. Swimming pool;
8. Air-conditioned community hall with attached kitchen;
9. High end passenger lifts in each tower along with lift shafts and the lobby in front of it on typical floors and Lift machine room.
10. Stand-by diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, for operation of lifts and pump and for supply of power in the said Unit to the extent of quantum mentioned herein and/or in the other Units during power failure and generator room in the ground floor of the building.
11. Access to demarcated roof of respective buildings where the Flat is located;
12. Effective Fire fighting system designed to retard fire spread.
13. Water filtration plant.
14. Rain Water Harvesting Provisions
15. Water pump with motor and with water supply pipes to overhead water tank and with distribution pipes therefrom connecting to different flats.
16. Water waste and sewerage evacuation pipes from the Flats to drains and sewers common to the building and from the building to the municipal drain, Garbage Chute.
17. Sewerage treatment plant;
18. Round the clock security with surveillance camera in all common areas with security staff room.
19. Common toilets in the Ground Floor.
20. Intercom facility.
21. Jogging Track.
22. Children's play area with equipments.
23. Boundary walls.

PART – II

SPECIFICATIONS

1	STRUCTURE	PILE FOUNDATION EARTH QUAKE RESISTANT RCC STRUCTURE
2	WALL FINISH	Inside : POP/PUTTY Outside : COMBINATION OF CLADDING AND/OR HIGH QUALITY CEMENT/TEXTURED PAINT
3	FLOORING	
a)	Bed room, Dining/ living room, kitchen	VITRIFIED TILES
b)	Toilet & Kitchen dado	GLAZED CERAMIC TILES TILL DOOR HEIGHT FOR TOILETS AND 2' 0" ABOVE COUNTER IN KITCHEN
c)	Toilet floor.	ANTISKID CERAMIC TILES
4	KITCHEN	GRANITE COUNTER WITH STAINLESS STEEL SINK ELECTRICAL POINTS FOR REFRIGERATOR, WATER FILTER AND EXHAUST FAN
5	TOILET	C.P FITTINGS AND SANITARY FITTINGS OF JAGUAR OR EQUIVALENT MAKE ELECTRICAL POINTS FOR GYSER AND EXHAUST FAN PLUMBING PROVISION FOR HOT/COLD WATER LINE
6	WINDOWS	CASEMENT WINDOWS WITH INBUILT GRILLS
7	DOORS	PAINTED HUSH DOORS WITH CYLINDRICAL LOCKS BOTH SIDES LAMINATED MAIN DOOR WITH GODREJ NIGHT LATCH
8	ELECTRICAL	PROVISION FOR AC POWER POINTS IN ALL BEDROOMS, LIVINGS AND DINNINGS CABLE TV, TELEPHONE WIRING IN LIVING/DINING ADEQUATE ELECTRICAL POINTS IN ALL BEDROOMS, LIVING / DINING , KITCHEN & TOILETS WASHING MACHINE POINT MODULAR SWITCHES OF GOOD MAKE INTERCOM FACILITY
9	DG BACK UP	PROVISION FOR 750 WATTS in 3 BHK FLATS AND 1000 WATTS FOR 4 BHK FLATS
10	ELEVATORS	15 PAX AUTOMATIC LIFTS OF MITSUBUSHI/OTIS/ KONE OR OF SIMILAR MAKE

SCHEDULE IV

(Common Expenses)

- a) **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure and in particular the top roof (only to the extent of leakage and drainage to the upper floors), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the building and enjoyed or used by the co-owners in common with each other, main entrance and exit gates, landings and staircases of the said building and enjoyed by the co-owners in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the said premises so enjoyed or used by the co-owners in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
- b) **OPERATIONAL:** All expenses for running and operating all machines equipments and installations comprised in the Common Areas and Installations (including, Lifts, Water Pump with Motor, Generator, Fire Fighting Equipments and accessories, CCTV, Security Systems, Deep Tube Well, Equipments, Solar Panels, and accessories in or for the entertainment / fitness areas or the air-conditioned hall etc.) and also the costs of repairing, renovating and replacing the same.
- c) **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftmen etc.) including their bonus and other emoluments and benefits.
- d) **TAXES:** Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the premises (save those assessed separately in respect of any unit).
- e) **INSURANCE:** Insurance premium, if incurred for insurance of the said building and premises and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
- f) **COMMON UTILITIES:** Expenses for serving / supply of common facilities and utilities and all charges incidental thereto.
- g) **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
- h) **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance Company for the common purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

PART-I

(Consideration / Total Price)

The consideration payable by the Buyer to the Developer for sale of the said Unit shall be as follows:-

Sl. No.	Towards the amount payable for:	Amount in Rupees
1.	The residential flat (with open terrace, where applicable)	-00
2.	The car parking	-00
3.	The Servant Quarter	-00
	Total amount	-00

Additional Payments:

- i. Cost of Generator – Rs. _____/-;
- ii. Transformer and electrical expense - Rs. _____;
- iii. Formation of Maintenance Company / Association @ Rs. 5,000/- per Apartment;
- iv. Maintenance Deposit @ Rs. _____/- per square feet per month, for one year – Rs. _____/-;
- v. Sinking fund @ Rs. _____/- per square feet – Rs. _____;