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THIS DEED OF CONVEYANCE executed on this day of, (“**Deed**”)

By and Amongst

M/s. Oswal Properties Private Limited, having **CIN U70109WB2011PTC159557**, a Company incorporated under the Companies Act, 1956 having its **PAN AABCO4377L** and having its registered office at 159, Rabindra Sarani, Room No. 2C, “ONKAR MANSION”, Police Station- Burrabazar, Kolkata- 700007 and represented by its authorized director namely **Mr. Saurav Bafna**, having **PAN Number AMVPB0829K**, **Aadhar Number 994201941356** and **Mobile Number 9830709990**, son of Late Sohan Lal Bafna, by faith- Hindu, by occupation-Business, by nationality- Indian and residing at P-57, C.I.T. Road, Scheme VI M, P.O. Kankurgachi, Police Station- Phool Bagan, Kolkata-700054, duly authorized *vide* board resolution dated [•] and hereinafter referred to as the “**Promoter**” (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 **FIRST PART**.

AND

1. M/s. Viswakarma Nirman Private Limited, having **CIN U70101WB2005PTC105600**, a Company incorporated under the Companies Act 1956, having its registered office at 4/1, Middleton Street, 3rd Floor, P.O. Park Street, Police Station- Shakespeare Sarani, Kolkata-700071 having **PAN Number AACCV1083B**; **2.M/s. Sobha Trading Private Limited** having **CIN U28991WB1998PTC087770**, a Company incorporated under the Companies Act, 1956, having its registered office at P-124, Swami Swarrupanandya Sarani, Scheme VIM, P.O. Kankurgachi and Police Station- Phool Bagan, Kolkata- 700054 having **PAN Number AAHCS1819F**; **3. M/s. Rishava Estates Private Limited** having **CIN U70101WB1984PTCO37753**, a Company incorporated under the Companies Act, 1956, having its registered office at P-124, CIT Road, Scheme VIM, P.O. Kankurgachi, Police Station- Phool Bagan, Kolkata-700054 having **PAN Number AACCR3295D** **4.M/s. Viswakarma Conclave Private Limited**, having **CIN U45400WB2012PTC180931**, a Company incorporated under the Companies Act 1956, having its registered office at P-124, CIT Road, Scheme VIM, P.O. Kankurgachi, Police Station-Phool Bagan, Kolkata-700054 having PAN Number AAECV0148B; **5.M/s. Viswakarma Niketan Private Limited**, having **CIN 45400WB2012PTC180911**, a Company incorporated under the Companies Act, 1956, having its registered office at Sikkim Commerce House, 4th Floor, Room 408, 4/1, Middleton Street, P.O. Park Street, Police Station Sakespeare Sarani, Kolkata-700071 having **PAN Number AAECV0146R** **6. M/s. Viswakarma Commerce Centre Private Limited**, having **CIN U45209WB2007PTC115379**, a Company incorporated under the Companies Act, 1956, having its registered office at 4/1, Middleton Street, 3rd Floor, P.O. Park Street, Police Station- Shakespeare Sarani, Kolkata-700071 having **PAN Number AACCG8447L**; **7. Mr. Manoj Kumar Agarwal**, having **PAN Number ACQPA7536D**, **Aaadhar Number 816622401009**, **Mobile Number 9831150271**, son of Mr. Bhagwati Prasad Agarwal, by faith- Hindu, by occupation- Business, by nationality- Indian and residing at P-124, CIT Road, Scheme VIM, P.O. Kankurgachi and Police Station Phool Bagan, Kolkata-700054; **8. M/s.Viswakarma Apartment Private Limited**, having **CIN U45400WB2012PTC180935**, a Company incorporated under the Companies Act, 1956, having its registered office at Sikkim Commerce House, 3rd Floor, Room Number 312, 4/1, Middleton Street, P.O Park Street, Police Station- Shakespeare Sarani, Kolkata-700071, having **PAN Number AAECV0147Q**; **9.M/s. Viswakarma Gardens Private Limited**, having **CIN U45400WB2012PTC181034**, a Company incorporated under the Companies Act 1956, having its registered office at Sikkim Commerce House, 3rd Floor, Room Number 312, 4/1, Middleton Street, P.O. Park Street, Police Station, Shakespeare Sarani, Kolkata-700071 having **PAN Number AAECV0226G** herein collectively referred to as the **“Owners”** being represented by their duly constituted attorney **M/s. Oswal Properties Private Limited** having **CIN U70109WB2011PTC159557**, a company incorporated under the Companies Act, 1956 having its **PAN Number AABCO4377L** and having its registered office at 159, Rabindra Sarani, Room No. 2C, **“ONKAR MANSION”**, Police Station- Burrabazar, Kolkata- 700007 and represented by its authorized director namely **Mr. Saurav Bafna**, having **PAN Number AMVPB0829K**, **Aadhar Number 994201941356** and **Mobile Number 9830709990**, son of Late Sohan Lal Bafna, by faith-Hindu, by occupation-Business, by nationality- Indian and residing at P-57, C.I.T. Road, Scheme VI M, P.O. Kankurgachi, Police Station- Phool Bagan, Kolkata-700054, duly authorized *vide* board resolution dated [●], appointed by the Owners by power of attorney dated [●], registered with [●] in Book No. [●], Volume No. [●], Pages from [●] to [●] Being No. [●] for the year [●] and hereinafter referred to as the **“Owners”** (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**.

AND

[If the Allottee 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 [•], and corporate office at [•] (PAN [•]), represented by its authorised signatory, [•], authorized (Aadhar No. [•]) duly authorized *vide* board resolution dated [•], hereinafter referred to as the “**Allottee**” (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 Allottee 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 “**Allottee**” (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 Allottee 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 “**Allottee**” (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 Allottee is an Individual]

Mr. / Ms. [•], (Aadhar no. [•]) son /daughter of [•], aged about [•], residing at [•], (PAN[•]), hereinafter called the “**Allottee**” (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 A assigns).

[OR]

[If the Allottee 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 at [•], (PAN[•]), hereinafter referred to as the “**Allottee(s)**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

The Promoter and the Owners are collectively referred to as “**Vendors**” and the Promoter, the Owners and the Allottee(s) are hereinafter individually referred to as “**Parties**” and collectively as “**Parties**”.

WHEREAS

- I. In addition to the words defined in the introduction and body of the Deed, unless there be something contrary or repugnant to the subject or context, the following terms (whether used as capitalized terms or not) shall have the respective meanings which have been assigned thereto:-
 - a. **“Act”** shall mean the West Bengal Housing Industry Regulation Act, 2017 (30 of 2017);
 - b. **“Agreement for Sale”** shall mean the agreement for sale dated [●] entered into by the Owner, Promoter and the Allottee in respect of the said Unit;
 - c. **“Apartment”** shall have the meaning ascribed to it in Schedule-3;
 - d. **“Applicable Laws”** shall mean all applicable statutes, enactments, laws, ordinances, treaties, conventions, protocols, bye-laws, rules, regulations, guidelines, notifications, notices, and/or judgments, decrees, injunctions, writs or orders of any court, statutory or regulatory authority, tribunal, board or stock exchange in any jurisdiction as may be in force and effect during the subsistence of this Deed, as may be applicable to each of the Parties;
 - e. **“Architect”** shall mean an architect registered under the provisions of the Architects Act, 1972 appointed by the Promoter for the Project;
 - f. **“Association of Allottees/Association”** shall mean an association of all the Project Allottees formed or that may be formed hereafter in accordance with the terms of the West Bengal Apartment Ownership Act, 1972 at the instance of the Promoter for the Common Purposes with such rules and regulations as shall be framed by the Promoter;
 - g. **“Building”** shall mean any structure or erection or part of a structure or erection which is intended to be used for residential, commercial or any other related purposes within the Project;
 - h. **“Carpet Area”** shall mean the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah areas and exclusive open terrace areas, but includes the area covered by the internal partition walls of the Apartment, as more particularly defined in the Act.
 - i. **“Car Parking”** means Garage, covered parking space, mechanical car parking space any other area in the Project designated and sanctioned by the Competent Authority for the purposes of car parking, as the case may be, and which has been allotted to the Allottee in terms of the Deed;
 - j. **“Common Areas”** shall mean the common areas detailed in Schedule-4;
 - k. **“Common Expenses”** shall mean and include all expenses incurred for the maintenance, management and upkeep of the Building, the Project Common Areas, Amenities and Facilities, the Said Land and also the expenses for Common Purposes of the Allottee and shall be payable proportionately by the Allottee periodically as a part of maintenance charges. Common Expenses shall include the common expenses detailed in Schedule-5;
 - l. **“Common Purpose”** shall include the purposes of managing and maintaining the Project, the Building and in particular the Project Common Areas, Amenities and Facilities, rendition of services in common to the Allottees of the Project, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Allottees of the Project and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartment exclusively and the Project Common Areas, Amenities and Facilities in common.
 - m. **“Competent Authority”** shall mean shall mean the local authority or any authority created or established under any law for time being in force which exercises authority over the Said Land for the time being in force which exercises authority over the Said Land under its jurisdiction, and has permission for development of such immovable property

- n. **“Deed/this Deed”** shall mean this deed of conveyance;
- o. **“Land Share”** shall mean the undivided, impartible, proportionate and variable share in the land underneath the said Building, as be attributable and appurtenant to the Apartment. The Land Share has been derived by taking into consideration the proportion which the Carpet Area of the Said Apartment bears to the total Carpet Area of the said Building;
- p. **“Maintenance Agency”** shall mean the maintenance agency appointed by the Promoter or the Association of Allottees for the maintenance and upkeep of the Project;
- q. **“Project”** shall mean a commercial cum housing project developed by the Developer over the Said Land comprising of single high rise multistoried Building with [●] floors and [●] apartments named as **“Orchard Aavaasa”** and located in New Town (Hidco) Street no. 709, Action Area IID. The term Project shall include all the work of development undertaken, completed and/or to be undertaken and completed by the Promoter in the said Land and/or any modification or extension thereof till such development of the said Land is completed and possession of the completed apartments therein are made over to the respective Allottees. Further Project shall also include any development undertaken on any additional land which is amalgamated with the Said Land or made part of the Project.
- r. **“Project Allottees”** shall mean the allottees in the Project;
- s. **“Project Common Areas, Amenities and Facilities”** shall mean common area, facilities and amenities as detailed in Schedule-4 which are to be enjoyed in common with the Project Allottees and shall include but not be limited to all passages, pathways, internal roads, entrances, main entrances, gates, gardens, parks, sewerage and water lines or pipes, ducts, water storage reservoirs, electrical installations, electricity wires, cables, drainage, open or covered spaces, amenities, that may be built or installed by the Promoter in the Project Land from time to time for the use and enjoyment thereof by all the Project Allottees;
- t. **“Possession Date”** shall mean the date on which the Promoter calls the Allottee to take possession of the Said Apartment/Said Unit by issuing a Possession Letter;
- u. **“Rules”** shall mean the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- v. **“Regulations”** shall mean the regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- w. **“Unit”** shall have the meaning ascribed to it in recital G of this Deed;

II. In this Deed, unless the context otherwise requires: -

- a. references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
- b. the table of contents, headings or sub-headings in this Deed are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Deed;
- c. the words "include" and "including" are to be construed, without limitation and shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases;
- d. any reference to a day shall mean a reference to a calendar day;
- e. any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;
- f. any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates; provided that if the

- last day of any period computed under this Agreement is not a working day, then the period shall run until the end of the next working day;
- g. the words importing singular shall include plural and vice versa;
 - h. references to any gender shall include the other and the neutral gender;
 - i. any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
 - j. any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorised representative of such Party or, as the case may be, in this behalf and not otherwise;
 - k. the Schedules and Recitals to this Deed form an integral part of this Deed of Conveyance and will be in full force and effect as though they were expressly set out in the body of this Deed;
 - l. references to Recitals, Articles, Clauses, Sub-clauses or Schedules in this Deed of Conveyance shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses and Schedules of or to this Deed and references to a Paragraph shall, subject to any contrary indication, be construed as a reference to a Paragraph of this Deed or of the Schedule in which such reference appears; and
 - m. any word or expression used in this Deed shall, if not defined in this Deed of Conveyance and not defined or construed otherwise in this Deed, bear its ordinary English meaning and, for these purposes of this Deed, the General Clauses Act 1897 shall not apply.
- A. The Owners are the absolute and lawful owners of the Said Land as morefully described in Schedule-1.
 - B. The details of devolution of the Said Land to the Owners is more particularly mentioned in the Schedule-2 hereto.
 - C. The Owners and the Promoter had entered into a development agreement dated June 7, 2019 and registered at the office of Additional Registrar of Assurances-IV, Kolkata on June 8, 2019, being Deed No. I-1904-05796/2019 for the year 2019 ("**Development Agreement**") for the purposes of the Project. In terms of the Development Agreement, the Promoter/Developer has become entitled to sell, transfer, encumber or otherwise alienate or dispose of the Units, parking spaces and other saleable spaces in the Building/the Project and to appropriate the entire consideration therefor.
 - D. The Owners have also granted a Power of Attorney dated June 7, 2019, registered at the office of Additional Registrar of Assurances-IV, Kolkata on June 8, 2019, being Deed No. I-1904-05796/2019 for the year 2019 to the Promoter to act in their place and stead and to represent them in all matters and purposes concerning the development of the Project.
 - E. The Promoter thereafter caused a plan to be sanctioned by the Bidhannagar Municipal Corporation, being B.S. No. [•] dated [•] ("**said Plan**"), for construction of the Project on the Said Land.
 - F. In pursuance of the Said Plan and in the course of development of the Said Land, the Promoter has constructed thereon [•] building, comprising of Ground plus [•] upper floors (G+[•]) ("**said Building**") in accordance with the above recited building plan, designs and specifications sanctioned by the Bidhannagar Municipality and plan of which has been perused and agreed to by the Allottee and thereafter the Promoter has constructed building and infrastructural facilities in accordance with said Plan;
 - G. The Allottee had entered into an Agreement for Sale for purchase of the Apartment along with an undivided, pro rata share in the Common Areas and also together with Land Share at

or for the consideration and on the terms and conditions, morefully therein contained. The Apartment, Car Parking along with an undivided, pro rata share in the Common Areas, the Land Share are hereinafter collectively referred as “Unit” which has been more fully described in Schedule-3.

- H. The Promoter has since caused to be completed construction of the Apartment in accordance with the said Plan(s) and has obtained partial completion certificate/ Completion Certificate No. from the [•] being Partial CC No. [•] dated [•]/Completion Certificate No. [•] dated [•] and the Promoter has measured the final Carpet Area of the Apartment and confirmed the same to the Allottee.
- I. The Promoter by letter dated [•] has called upon the Allottee to take lawful, vacant, peaceful physical possession of the Said Apartment and pursuant thereto the Allottee on [•] has taken such possession of the Apartment to the Allottee’s full satisfaction.
- J. Before taking possession of the Apartment, the Allottee has:
 - (a) seen and examined the lay out plan, specifications, amenities, facilities, fittings and fixtures provided in the Apartment, the Project and accepted the floor plan and the specifications, amenities and facilities which had been approved by the Competent Authority, as also the manner of construction thereof and have fully satisfied himself with regard thereto and has agreed not to make any claim or demand whatsoever against the Promoter concerning the same;
 - (b) been fully satisfied about the title of the Owners to the Said Land, the documents relating to the title of the Said Land, the rights of the Owners and the Promoter, the said Plan of the Project, the quality of the materials used in the Said Apartment, the workmanship and measurement of the Apartment, the Carpet Area whereof has been confirmed to the Allottee and the Allottee has agreed not to raise any requisition about the same;
 - (c) The terms, conditions, restrictions and obligations contained in the Agreement for Sale and these presents to be complied with and/or observed and performed by the Allottee during his period of ownership of the Apartment and has agreed not to raise henceforth any objection or make any kind of requisition, whatsoever or howsoever, regarding the above and also waives his right, if any, to do so.
- K. Now at the request of the Allottee, the Owners and the Promoter have in terms of the said Agreement for Sale agreed to execute and register these presents in favour of the Allottee in the manner as hereinafter contained.

NOW THIS INDENTURE WITNESSETH in the premises aforesaid and in consideration of the sum of Rs. [•] /- (Rupees [•] only) paid by the Allottee to the Promoter, at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt and memo of consideration hereunder written, admit and acknowledge and of and from the payment of the same and every part thereof doth hereby acquit release and forever discharge the Allottee and the Unit being hereby conveyed), the Owners and the Promoter do and each of them doth hereby grant convey sell transfer release assign and assure unto and in favour of the Allottee **ALL THAT** the Apartment, and the Car Parking, if any, more particularly mentioned and described in the **Schedule-3** hereunder written, **TOGETHER WITH** the Land Share and the right to use and enjoy the Project Common Areas, Amenities and Facilities in common with the Project Allottees **AND** all the estate right title interest property claim and demand whatsoever of the Owners and/or the Promoter into or upon the Apartment **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the Apartment **TO HAVE AND TO HOLD** the Apartment and every part thereof unto and to the use of the Allottee absolutely and forever **SUBJECT NEVERTHELESS TO** the Allottee’s covenants and agreements hereunder

contained and on the part of the Allottee to be observed fulfilled and performed (including the restrictions terms conditions covenants and obligations set forth in this Deed and agreed to be paid, performed, observed and fulfilled by the Allottee during the period of his ownership of the Apartment) **AND ALSO SUBJECT** to the Allottee paying and discharging all municipal and other rates taxes and impositions on the Apartment wholly, and the Common Expenses, as more fully and particularly mentioned and described in Schedule-5 hereunder written proportionately, and all other outgoings in connection with the Apartment wholly and the Project and in particular the Project Common Areas, Amenities and Facilities proportionately.

THE OWNERS AND THE PROMOTER DOTH HEREBY COVENANT WITH THE ALLOTTEE as follows:-

1. The right, title and interest which the Owners and the Promoter doth hereby profess to transfer subsists and that the Owners and the Promoter have good right, full power and absolute authority to grant, sell, convey, transfer, assign and assure unto and to the use of the Allottee, the Apartment in the manner aforesaid.
2. It shall be lawful for the Allottee, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained, to hold use and enjoy the Apartment and every part thereof and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Owners or the Promoter or any person or persons claiming through under or in trust for them or any of them and freed and cleared from and against all manner of encumbrances trusts liens and attachments whatsoever save only those as are expressly mentioned herein.
3. The Allottee shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates, charges, encumbrances liens, attachments, or trust or claims and demands whatsoever created occasioned or made by the Promoter/Owner or any person or persons lawfully or equitably claiming as aforesaid.

THE ALLOTTEE DOTH HEREBY COVENANT WITH THE OWNERS AND THE PROMOTER as follows:-

1. The Allottee has examined and fully satisfied himself about all the permissions and licenses , including those relating to occupation of the said Building, installation, maintenance and user of lift, tube-well, generator and other utilities and facilities and fire safety under the West Bengal Fire Service Act, 1950 and rules made thereunder and also acquainted himself and accepted and agree to comply with the norms, conditions, rules and regulations with regard to the use and enjoyment thereof as well as of water, electricity, drainage, sewerage, etc. issued by the concerned authorities, applicable to the Project.
2. The Allottee has examined and is satisfied with the lay out plan, specifications, amenities, facilities, fittings and fixtures provided in the Apartment, the Project and accepted the floor plan and the specifications, amenities and facilities which had been approved by the Competent Authority, as also the manner of construction thereof and have fully satisfied himself with regard thereto and agrees not to make any claim whatsoever.
3. The Allottee is also fully satisfied about the title of the Owners to the Said Land, the documents relating to the title of the Said Land, the right of the Promoter, the said Plan, the quality of the materials used in the Apartment, the workmanship and measurement of the

Apartment, the Carpet Area whereof has been confirmed to the Allottee and the Allottee agrees not to raise any requisition about the same.

4. The Allottee further agrees that after taking over possession of Apartment, the Promoter shall not be liable to rectify any defect occurring under the following circumstances detailed in Schedule-7 and agrees not to raise any claims whatsoever in this regard.
5. On and from the Possession Date, the Allottee binds himself to regularly and punctually pay the following amounts and outgoings:
 - i. Municipal and/or other rates and taxes, surcharge and water tax, if any and as assessed on the Said Unit, directly to the Competent Authority provided that so long as the Apartment is not separately assessed for the purpose of such rates and taxes, the Allottee shall pay to the Promoter or Association of Allottees upon its formation, the proportionate share of all such rates and taxes assessed on the Project.
 - ii. All other impositions, levies, cess, taxes and outgoings (including Multistoreyed Building Tax, Urban Land Tax, betterment fees, development charges, Goods and Services Tax, etc.) whether existing or as may be imposed, increased or enhanced or levied at any time in future on the Apartment or on the Project by any Government or Statutory Authority or Authorities, wholly in case the same relates to the Said Apartment and proportionately in case the same relates to the Project, as the case may be.
 - iii. Electricity charges for electricity consumed in or relating to the Apartment directly to the electricity supplying body or the Promoter/Association of Allottees on its formation, as the case may be.
 - iv. Maintenance charges and proportionate share of all Common Expenses (excluding any contribution towards major repairs, renovation, etc. in or for the said Building, as may be required at any time in future) as shall be assessed on the Apartment and demanded from time to time by the Promoter /Maintenance Agency or, upon its formation, the Association of Allottees, as the case may be. The said maintenance charges and the proportionate share of all Common Expenses shall however be subject to revision from time to time as be deemed fit and proper by the Promoter or the Maintenance Agency or the Association of Allottees upon its formation, after taking into account the common services provided at the Project.
6. The apportionment of the liability of the Allottee in respect of any item of expenses, tax, duty, levy or outgoings payable by the Allottee in respect of the Apartment shall be done by the Promoter and the Association of Allottees upon its formation and the same shall be final and binding on the Allottee and the Allottee shall not be entitled to raise any dispute or objection of any nature whatsoever nor shall the Allottee be entitled to hold the Promoter or its nominee responsible to furnish any accounts, vouchers, bills, documents etc. or render explanation of expenses incurred by it in any manner.
7. The Allottee(s) shall permit and shall be deemed to have granted a license to the Promoter and its surveyors and agents with or without workmen and others, including the Maintenance Agency at all reasonable times to enter into and upon the said Unit or any part thereof to view and examine the state and conditions thereof and to make good all defects, decays and repairs in this behalf and also for repairing of any part of the Building. This shall be also for the purpose of repairing, maintaining, rebuilding, cleaning, structural strengthening, lighting and keeping in order all services, drains, pipes, cables, water courses, gutters, wires, parts, structures of other convenience in the Project and also for the purpose

of laying, maintaining, repairing and restoring drainage and water pipes and electric wires and cables and for similar purposes. In case the Allottee(s) has/have failed to effect repairs despite dispatch of notice of one week and Promoter is constrained to effect repairs at its cost, in that event such cost shall be recovered from the Allottee(s). However, in case of exigency situations like fire, short circuits, leakages on the floor above or below etc. the Allottee(s) authorize/s the Promoter and / or Maintenance Agency to break open the doors/windows of the Apartment and enter into the Apartment to prevent any further damage to the other flats/apartments and Project. In such a case, the Promoter and / or Maintenance Agency shall not be liable for any theft or loss or inconvenience caused to the Allottee(s) on account of entry to the Apartment as aforesaid.

8. From the date of execution hereof and till the continuance of its ownership of the Said Apartment/Unit, the Allottee shall:-
 - i. use the Apartment only for the purpose of private dwelling or residence of respectable persons in a decent and respectable manner and for lawful purposes;
 - ii. use the Car Parking, if any, is expressly allotted to the Allottee hereunder, only for the purpose of parking of his own medium sized motor vehicles and/or two-wheeler vehicles, as the case may be;
 - iii. not use the roof of the Building/s for hanging or drying of clothes, bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other allottees of the Project;
 - iv. use the Project Common Areas, Amenities and Facilities in common with the Project Allottees and also to keep the same in a clean and orderly manner free from obstructions and encroachments and not store or allow anyone else to store any goods articles or things in the staircase, lobby, landings, pathways, passages or in any other common areas of the Project.
9. The Allottee shall not do or permit to be done any act or thing which is likely to cause nuisance, annoyance or danger to the other Allottees and/or the Project Allottees (define), as the case may be.
10. The Allottee shall abide by, observe and perform all rules regulations and restrictions from time to time made in force by the Promoter or the Association of Allottees including the covenants contained in the Agreement for Sale and more particularly the covenants contained in Schedule-G to the Agreement for Sale and in these presents or those imposed by the appropriate authorities for the user and management of the Project and every part thereof and in particular the Project Common Areas, Amenities and Facilities.
11. The Allottee further agrees and covenants with the Owners and the Promoter that the Allottee shall at all times hereafter allow and permit unhindered access and use of the Project Common Areas Amenities and Facilities to the Project Allottees. The Promoter and the Owners accordingly agree and covenant with the Allottee that the Allottee shall likewise be entitled to the unhindered access and use of the Project Common Areas, Amenities and Facilities. The terms of access and use of the Project Common Areas, Amenities and Facilities may be finalized by the Promoter and/or the Association of Allottees upon its formation. In case at any time if the Land Share of the Allottee is to be conveyed and transferred to the Association of Allottees in compliance of the Act or the Rules or Regulations or any other Applicable Law including the West Bengal Apartment Ownership Act,1972, then the Allottee agrees to co-operate with the Owners and the Promoter without any demand or delay to have the Land Share transferred to the Association of Allottees by attending the execution and registration of the deeds of transfer made in favour of the Association of Allottees and

bearing the proportionate cost of such transfer, as may be assessed by the Promoter. In case the Allottee refuses to or delays in getting such transfer done within the time required by the Promoter or the Act or Rules or Regulations or any Applicable Law from time to time including the West Bengal Apartment Ownership Act, 1972, then the Promoter shall as the constituted attorney of the Allottee be entitled to execute such deeds of transfer and present the same for registration before the Competent Authority and also do all such acts and deeds, as are consequent and/or incidental thereto.

12. The Allottee shall have no objection to the Promoter
 - i. carrying out any outstanding construction within the said Project;
 - ii. erecting temporary separation wall and fencing, construction access, concrete batching plant, temporary workers quarters, and working area., etc on the Said Land, which may cause some inconvenience due to noise, dust, lighting and extended working hours.
13. The Allottee shall not claim any damages due to any on site operations for completion of the said Project in whatsoever manner.
14. The Allottee shall not do any act, deed, matter or thing whereby the development and completion of the said Project or uncompleted blocks and apartments is in any manner whatsoever, hindered, obstructed or impaired with.
15. The Allottee shall not do any work which would jeopardize the soundness or safety of the said Project, reduce the value thereof or impair any easement nor shall the Allottee add any material structure or excavate any additional basement or cellar or encroach upon any part of the common and open space including the Common Areas and facilities.
16. The Allottee shall not seek partition or division or separate possession in respect of the Apartment under any circumstances.
17. In the event the land adjoining the Said Land is owned/developed by the Promoter (or the Promoter's wholly owned subsidiary, group company or associate company), whether during or after construction of the Project, the Allottee agrees and understands that the Promoter has the right to develop the same, either by amalgamating the same with the Said Land and/or sub-dividing and/or amalgamating the said Said Land and the adjoining land, as the Promoter may deem fit and proper in accordance with the applicable laws, so as to utilize the full potential of the FAR available. Further in such an event all the Project Common Areas, Facilities and Amenities and the road pertaining to the Project shall also be shared in common with the allottees of the construction over such adjoining/additional land parcel and the Allottee shall not raise any objection to the same and the Project wherever used in the Agreement shall also be deemed to include construction on such additional/adjoining land parcels. The Allottee further agrees that the Promoter reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the said Project and any common rights of ways with the authority to grant such rights to the allottee(s) and/or users and owners of units in the building being constructed on the additional/adjoining land (present and future) at all times.
18. The Allottee understands that the Project is a mixed use project comprising residential apartments as well shops, office and other commercial units. The Promoter shall at its sole discretion be entitled to decide the location of the shops, office and other commercial units and the total area of the Project that shall be utilized for commercial purpose and the Allottee shall not raise any objection in this regard.

19. The Allottee shall comply with the covenants as contained in Schedule-6.

AND IT IS HEREBY MUTUALLY AGREED DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO as follows:

1. The properties benefits and rights hereby conveyed unto and in favour of the Allottee is and shall be one lot and shall not be partitioned or dismembered in part or parts and the Allottee shall also not claim any division or partition in the Said Land towards its Land Share. It is further agreed and clarified that any transfer of the Apartment by the Allottee shall not be in any manner inconsistent herewith and the covenants herein shall run with the Said Land and the transferee of the Allottee shall be bound to abide by the rules and regulations framed for the Buildings and become a member of the Association of the Allottes.
2. All the apartments and other constructed areas as well as the other open and covered spaces in the Building or the Said Land, as the case may be, until the same be disposed of by the Promoter, shall remain the exclusive property of the Promoter and the Allottee shall not claim any right or share therein.
3. After the allotment and transfer of all the apartments/flats in the Project or earlier, as the case may be, the Association of the Allottees shall be formed and the Allottee and the other Project Allottees shall be the members thereof, each having voting rights therein in accordance with the applicable Act and the Rules. The Allottee shall, along with the other Project Allottees, pay all the charges payable in connection with formation of the Association of Allottees, sign and execute all papers, documents, declarations and applications for the purpose of formation of the Association of Allottes and its taking charge of the acts relating to the Common Purposes.
4. Until such time the Association of Allottees is formed and takes charge of the acts relating to the Common Purposes, the Promoter or its nominees shall manage and maintain the Project and look after the Common Purposes subject however to the Allottee making payment of the proportionate share of maintenance charges, the Common Expenses and all other charges and expenses as determined by the Promoter/Maintenance Agency.
5. Upon formation of the Association of Allottees and its taking charge of the acts relating to the Common Purposes all the rights and obligations with regard to the Common Purposes shall be and/or stood transferred by the Promoter and/or its nominee to the Association of Allottees.
6. In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the Common Expenses or any other amounts payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder, then the Promoter or upon its formation and taking charge of the acts relating to the Common Purposes, the Association, shall be entitled to:-
 - i. claim interest at the rate of [●] % per annum on all the outstanding amounts.
 - ii. to demand and directly realise the amounts becoming due and payable to the Allottee by any tenant or licensee or other occupant in respect of the Said Unit.
 - iii. discontinue supply of water to the Said Apartment.
 - iv. disconnect electricity in the Said Apartment.
 - v. withhold and stop use of all other utilities and facilities (including lift) to the Allottee and his family members, guests, tenants or licensees.

7. The bills for Common Expenses, electricity charges, and other charges payable by the Allottee to the Promoter and/or their nominees and upon its formation to the Association, shall be deemed to have been served upon the Allottee, in case the same is left in the Said Apartment or in the letter box in the ground floor of the Buildings and earmarked for the Said Apartment.
8. The Project shall together at all times as a housing cum commercial complex bear the name "*Orchard Aavaasa*" or such other name as be decided by the Promoter from time to time and none else.
9. In the event that any provision of this Deed is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indication of the same is received by either of the Parties of any relevant competent authority, the Parties shall amend the provision in such reasonable manner as achieves the intention of the Parties without illegality or at the discretion of the Parties, it may be severed from this Deed and the remaining provisions of this Deed shall remain in full force.
10. The Allottee shall bear registration charges including the stamp duty, registration fees, legal fees and such other expenses in respect of registration of this Deed of Conveyance.
11. The provisions of Agreement for Sale and any other prior agreement between the parties to the extent contrary to or inconsistent with these presents shall stand superseded.
12. All other provisions, right and obligations, covenants and representations of the Allottee contained in the Agreement for Sale which are not in conflict with this Deed shall be treated as part and parcel of this Deed and shall be deemed to be incorporated in this Deed by reference.
13. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Deed, 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 referred to arbitration under the Arbitration and Conciliation Act, 1996.
14. The arbitration tribunal shall consist of a sole arbitrator to be appointed mutually by the Parties.
15. The arbitration proceedings shall be conducted in English and the seat and venue of arbitration shall be in Kolkata.
16. The arbitration award made by arbitrator shall be final and binding on the Parties and the Parties agree to be bound thereby and to act accordingly.
17. The award shall be in writing.
18. Subject to the aforesaid courts in Kolkata shall have exclusive jurisdiction to determine all disputes arising out of this Deed.

Schedule-1
(Description of the Said Land)

All that piece or parcel of Converted Bastu land admeasuring 2(Two) Bighas 9 (Nine) Cottahs 2 (Two) Chittacks 35.6 (Thirty Five point Six) Sq.ft as per purchase deeds but according to B.L.R.O records 2 (Two) Bighas 8 (Eight) Cottahs 3 (Three) Chittacks 11.4 (Eleven point four) Sq.ft be the same a little more or less comprised in R.S/L.R. Dag No 4229 and R.S./L.R. Dag No. 4228 appertaining R.S. Khatian No. 442 and R.S. Khatian No. 430 corresponding to L.R. Khatian Nos. 10539, L.R. Khatian No 10540, L.R. Khatian No10541, L.R. Khatian No 10792, L.R. Khatian No 10794, L.R. Khatian No 10542, L.R. Khatian No 10543, L.R. Khatian No 10791, L.R. Khatian Number 10790 all in Mouza Gopalpur, J.L. No 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station, Airport, previously Rajarhat earlier situated within ward No.5 of Rajarhat Gopalpur Municipality, since been included within Bidhannagar Municipal Corporation

which is butted and bounded by:-

ON THE NORTH:Land consisting of RS/LR Dag 4229(P), 4228(P), 4227(P) & 4225(P)

ON THE SOUTH: 20 Mt' wide Mega City Bye Lane

ON THE EAST: Part Land consisting of RS/LR Dag 4229 (P), 4265 (P), 4227(P) and Part De Rozio College;

ON THE WEST:Land of RS/LR Dag 4230 (P), 4224(P)

Schedule-2
(Devolution of Title)

Whereas

1. Bengal DCL Housing Development Company Limited ("**Bengal DCL**"), a Company incorporated under the Companies Act, 1956, having its registered office at 24, Park Street, Kolkata-700016 purchased all that part and parcel of land admeasuring more or less 6 (Six) Cottahs 5 (Five) Chittacks 27 (Twenty Seven) Square Feet comprised in R.S./L.R. Dag Number 4229 appertaining to R.S. Khatian No. 442 corresponding to L.R. Khatian 1035/1 in Mouza Gopalpur, J.L. No 2, Touzi Number 2998, Re. Sa. No. 140 within Police Station Airport, in Bidhannagar Municipal Corporation from its recorded owner Chinmoy Kayal by virtue of a deed of conveyance dated September 16, 2009 registered at the office of the Additional District Sub-Registrar, Bidhannagar and recorded in Book Number 1, CD Volume Number 8, Pages 18084 to 18095, Being Number 08557 for the Year 2009.
2. Bengal DCL purchased all that piece or parcel of land admeasuring 7 (Seven) Cottahs out of total land area admeasuring 12 (Twelve) Cottahs 3 (Three) Chittacks 35 (Thirty Five) Square Feet comprised in R.S./L.R. Dag Number 4229 appertaining to R.S. Khatian Number 442 corresponding to L.R. Khatian Number 4981 in Mouza Gopalpur , J.L. Number 2, Touzi Number 2998, Re. Sa. No 140 within Police Station Airport, in Bidhannagar Municipal Corporation from its recorded owner Malay Pramanik through a deed of conveyance dated November 13, 2009 registered at the office of Additional District Sub-Registrar, Bidhannagar and recorded in Book Number 1, C.D. Volume Number 10, Pages 13461 to 13477, Being Number 010196 for the year 2009.
3. Bengal DCL purchased all that piece or parcel of land admeasuring more or less 4 (Four) Cottahs 14 (Fourteen) Chittacks 33 (Thirty Three) Square feet, comprised in R.S./L.R. Dag Number 4229 appertaining to R.S. Khatian Number 442 corresponding to L.R. Khatian Number 1986 in Mouza Gopalpur, J.L. Number 2, Touzi Number 2998, Re. Sa. Number 140 within Police Station Airport, in Bidhannagar Municipal Corporation from its recorded owner Purnima Ghosh, Dilip Kumar Ghosh and Jaba Jhuri through a registered deed of conveyance registered at the Additional District Sub Registrar, Bidhannagar, recorded in Book Number 1, CD Volume Number 11, Pages 12819 to 12833, Being Number 10857 for the year 2009.
4. Bengal DCL purchased all that piece and parcel of land admeasuring 1 (One) Cottahs 15 (Fifteen) Chittacks 10 (Ten) Square Feet comprised in R.S./L.R. Dag Number 4229 appertaining to R.S. Khatian Number 442 corresponding to L.R. Khatian Number 3190/2 in Mouza Gopalpur, J.L. Number 2, Touzi Number 2998, R.e. Sa. Number 140 within Police Station Airport, in Bidhannagar Municipal Corporation from its recorded owner Sitangshu Shekhar Pal, through a deed of conveyance dated June 16, 2010 registered at Additional District Sub-Registrar, Bidhannagar and recorded in Book Number 1, CD Volume Number 10, Pages 1700 to 1714, Being Number 06160 for the year 2010.
5. Through the aforementioned purchases Bengal DCL became the absolute owner of 20 (Twenty) Cottahs 3 (Three) Chittacks 25 (Twenty Five) Square Feet comprised under RS/LR Dag Number 4229 appertaining to R.S. Khatian Number 442 corresponding to L.R. Khatian Number 1035/1, 4981, 1986 and 3190/2 in Mouza Gopalpur, J.L. Number 2, Touzi Number 2998, Re. Sa. Number 140 within Police Station Airport in Bidhannagar Municipal Corporation. ("**Land Parcel 1**").

6. Bengal DCL consequently mutated and recorded the Land Parcel 1 in its own name under L.R. Khatian Number 7274 in Mouza Gopalpur, J.L. Number 2, Touzi Number 2998, Re. Sa. Number 140 within Police Station Airport in Bidhannagar Municipal Corporation.
7. Bengal DCL purchased land admeasuring 6(Six Cottahs) 14 (Fourteen) Chittacks comprised under R.S./L.R. Dag Number 4228 appertaining to R.S. Khatian Number 430 corresponding to L.R. Khatian Number 1986 in Mouza Gopalpur, J.L. Number 2, Touzi Number 2998, Re. Sa. No. 140 within Police Station Airport in Bidhannagar Municipal Corporation from its recorded owners namely Noor Islam and Others by virtue of a deed of conveyance dated March 23, 2010 and registered at the office of Additional District Sub-Registrar Bidhannagar and recorded in Book Number 1, CD volume number 5, Pages 4564 to 4579, Being Number 02863 for the year 2010. (**“Land Parcel 2”**).
8. Bengal DCL purchased land admeasuring more or less 1 (One) Cottah 4 (Four) Chittacks 35 (Thirty Five) Square Feet comprised under R.S./L.R. Dag Number No 4228 appertaining to R.S. Khatian Number 430, L.R. Khatian Number 3190/2, in Mouza Gopalpur, J.L. Number 2, Touzi Number 2998, Re. Sa. No. 140 within Police Station Airport in Bidhannagar Municipal Corporation from its recorded owners namely Noor Islam and Others through a registered deed of conveyance, recorded at the office of Additional District Sub-Registrar, Bidhannagar and recorded in Book Number 1, CD Volume Number 5, Pages 389 to 409, being Number 02965 for the year 2012. (**“Land Parcel 3”**).
9. Bengal DCL purchased land admeasuring more or less 1(One) Cottah 5 (Five) Chittacks 32 (Thirty Two) Square Feet comprised under R.S./L.R. Dag Number 4228 appertaining to R.S. Khatian Number 430 corresponding to L.R. Khatian Number 1986, in Mouza Gopalpur , J.L. Number 2, Touzi Number 2998, Re. Sa. No. 140 within Police Station Airport, in Bidhannagar Municipal Corporation from Noor Islam and Others through a deed of conveyance dated March 6, 2012 and registered at the office of Additional District Sub-Registrar, Bidhannagar and recorded in Book Number 1, Being Number 02959 for the year 2012. (**“Land Parcel 4”**).
10. Subsequently through the above mentioned purchase of Land Parcel 2, Land Parcel 3, Land Parcel 4 became owner of 9(Nine) Cottahs 8 (Eight) Chittacks 22(Twenty Two) Square Feet comprised in R.S./L.R. Dag Number 4228 appertaining to R.S. Khatian Number 430 corresponding to L.R. Khatian Number 1986, 3190/2 in Mouza Gopalpur, J.L. Number 2, Touzi Number 2998, Re. Sa Number 140 within Police Station Airport, in Bidhannagar Municipal Corporation and later mutated and recorded in the name of Bengal DCL Housing Development Company under L.R. Khatian Number 7274.
11. Bengal DCL sold the aforementioned Land Parcel 1 in favour of (1)M/s Viswakarma Nirman Private Limited (**“Owner 1”**) (2) M/s Sobha Trading Private Limited (**“Owner 2”**) (3) M/s Rishava Estates Private Limited (**“Owner 3”**) through a registered deed of conveyance executed on March 27, 2012 and registered at the office of Additional District Sub-Registrar, Bidhannagar and recorded in Book Number 1, C.D. Volume Number 6, Pages 8375 to 8396, Being Number 03976 for the year 2012.
12. After the purchase of Land Parcel 1, Owner 1, Owner 2 and Owner 3 mutated the Land Parcel 1 in the proportion of their share of purchase in the office of the B.L.L.R.O Rajarhat in L.R Khatian Number 10539 for Owner 1, in L.R. Khatian 10540 for Owner 2, in L.R. Khatian Number 10541 for Owner 3. Owner 1, Owner 2 and Owner 3 consequently converted the Land Parcel 1 from Agriculture (Sali) to Homstead (Bastu) vide three certificate of conversion all issued by Sub-Divisional Land and Land Reforms Officer, Barasat, North 24 Parganas

under: (1) Memo Number Conv. 68/15/1649/SDL/BST/2016 dated September 29, 2016 in the name of Owner 1 in respect of 12 decimal out of 74 decimal of land in Plot Number 4229 corresponding to L.R. Khatian Number 10539 (2) Memo Number Conv. 67/15/1649/SDL/BST/2016 dated September 27, 2016 in the name of Owner 2 in respect of 11 decimal out of 74 decimal of land under Plot 4229 corresponding to L.R. Khatian 10540 (3) Memo Number Conv. 69/15/1650/SDL/BST/2016 dated September 27, 2016 in the name of Owner 3 in respect of 11 decimal out of 74 decimal of land under Plot Number 4229 corresponding to L.R. Khatian Number 10541.

13. Bengal DCL sold Land Parcel 2, Land Parcel 3, Land Parcel 4 admeasuring more or less 9(Nine) Cottahs 8 (Eight) Chittacks 22(Twenty Two) Square Feet to M/s Vishwakarma Commerce Centre Private Limited ("**Owner 4**") and Mr. Manoj Kumar Agarwal ("**Owner 5**") through a registered deed of conveyance dated March 27, 2012 and recorded at the office of the Additional District Sub-Registrar, Bidhannagar and recorded in Book Number 1, CD Volume Number 6, Pages 8397 to 8419, Being Number 03990 for the year 2012.
14. Owner 4 and Owner 5 subsequently mutated and recorded their names as owners of Land Parcel 2, Land Parcel 3 and Land Parcel 4 in proportion to their shared purchase in the office of B.L.L.R.O Rajarhat under L.R. Khatian 10542 and L.R. Khatian 10543 respectively.
15. Owner 4 and Owner 5 subsequently converted Land Parcel 2, Land Parcel 3 and Land Parcel 4 from Agriculture (Sali) to Homstead (Bastu) in B.L.L.R.O Rajarhat, through certificate of conversion issued by Collector North Parganas under Memo Number 436/B.L. & L.R.O./RHT/17 dated April 13, 2017 in the name of Owner 4 and under Memo Number 439/B.L. & L.R.O./RHT/17 dated April 13, 2017 in the name of Owner 5.
16. Malay Pramanik, became sole owner of all that part and parcel of land admeasuring 15 (Fifteen) Cottahs under R.S./L.R. Dag Number 4229, appertaining to R.S. Khatian 442 in Mouza Gopalpur, J.L. Number 2, Touzi Number 2998, Re.Sa.Number 140 within Police Station Airport, in Bidhannagar Municipal Corporation by purchasing it from its erstwhile recorded owners namely one Abdul Siddique Mondal, one Sukharanjan Bibi, one Abdul Rashid Mondal, one Maskula Bibi, one Rashida Bibi by a Bengali Saf Cobola dated April 29, 1993 and registered at the office of the Additional District Sub-Registrar, Bidhannagar and recorded in Book Number 1, Volume Number 68, Pages 311 to 318 Being Number 3144 for the year 1993. ("**Land Parcel 5**").
17. Malay Paramanik purchased land admeasuring more or less 2(Two) Cottahs 14 (Fourteen) Chittacks comprised in R.S./L.R. Dag Number 4229 appertaining to R.S. Khatian 442 in Mouza Gopalpur, J.L. Number 2, Touzi 2998, Re. Sa. Number 140 within Airport police station in Bidhannagar Municipal Corporation from its recorded owner Biswanath Ghosh through a Bengali Saf Cobola dated December 15, 1993, registered and recorded in Book Number 1, Volume Number 207, Pages 191 to 198 Being Number 9616 for the year 1993. ("**Land Parcel 6**").
18. Malay Pramanik purchased land admeasuring more or less 1(One) Cottahs 11 (Eleven) Chittacks 17 (Seventeen) Square Feet comprised in R.S./L.R. Dag Number 4229, appertaining to R.S. Khatian 442 in Mouza Gopalpur, J.L. Number 2, Touzi Number 2998, Re. Sa. Number 140 within Police Station Airport in Bidhannagar Municipal Corporation from its erstwhile recorded owner one Bishwanath Ghosh through a Bengali Saf Cobola dated April 26, 1994 and registered at the office of Additional District Sub Registrar, Bidhannagar and recorded in

Book Number 1, Volume Number 57, Pages 221 to 228 being Number 2238 for the year 1994. (**"Land Parcel 7"**).

19. Malay Pramanik purchased land admeasuring more or less 1 (One) Cottahs 11 (Eleven) Chittacks 38 (Thirty Eight) Square Feet comprised in R.S./L.R. Dag Number 4229, appertaining to R.S. Khatian 442 in Mouza Gopalpur, J.L. Number 2, Touzi Number 2998, Re. Sa. Number 140 within Police Station Airport in Bidhannagar Municipal Corporation from its erstwhile recorded owner one Bishwanath Ghosh through a Bengali Saf Cobola dated April 26, 1994 and registered at the office of Additional District Sub Registrar, Bidhannagar and recorded in Book Number 1, Volume Number 57, Pages 229 to 236 being Number 2239 for the year 1994 (**"Land Parcel 8"**)
20. Malay Pramanik sold land admeasuring 3 (Three) Cottahs comprised under R.S./L.R. Dag Number 4229 appertaining to R.S. Khatian 442 corresponding to L.R. Khatian 4981 in Mouza Gopalpur, J.L. Number 2, Touzi Number 2998, Re. Sa Number 140 within Police Station Airport in favour of Binay Kanti Dutta through a registered deed of conveyance dated June 27, 1994 and recorded in Book Number 1, Volume Number 92, pages 225 to 234, being number 4238 for the year 1994. Consequently, Binay Kanti Dutta mutated his name in the government records under L.R. Khatian 1929/2. (**"Land Parcel 9"**).
21. Malay Pramanik sold land admeasuring more or less 1(One) Cottahs 13 (Thirteen) Chittakcs 15 (Fifteen) Square Feet comprised under R.S./L.R. Dag Number 4229, appertaining to R.S. Khatian Number 442 corresponding to L.R. Khatian Number 4981 in Mouza Gopalpur, J.L. Number 2, Touzi Number 2998, Re. Sa. Number 140 within Police Station, Airport jointly to Dr. Joy Kumar Saha and Dr. Chandana Saha by a registered deed of conveyance dated June 7, 1994 registered at the office of the Additional District Sub-Registrar, Bidhannagar and recorded in Book Number 1, Volume Number 100, Pages 27 to 34, Being Number 4610 for the year 1994. (**"Land Parcel 10"**).
22. Subsequently Dr Joy Saha and Dr. Chandana Saha, mutated their names as owners of the Land Parcel 10 in B.L.L.R.O under L.R. Khatian Number 1018/1 and 1176/1 with respect to Land Parcel 10. Subsequently, they executed a general power of attorney on October 11, 2012.
23. Subsequently, Dr Joy Kumar Saha and Dr Chandana Saha and Binay Kanti Dutta jointly sold assigned and transferred Land Parcel 8 and Land Parcel 9 in favour of M/s Viswakarma Conclave Private Limited (**"Owner 6"**) by a registered deed of conveyance dated December 4, 2012 and registered at the office of the Additional District Sub-Registrar, Bidhannagar and recorded in Book Number 1, CD Volume Number 20, Pages 7599 to 7615, Being Number 14443 for the year 2012.
24. Owner 6 recorded its name as the owner of Land Parcel 8 and Land Parcel 9 in the office of B.L.L.R.O Rajarhat under L.R. Khatian 10792. Consequently, Owner 6 converted of Land Parcel 9 and Land Parcel 10 from Agriculture (Sali) to Homstead (Bastu) vide certificate of conversion issued by Collector, North 24 Parganas under Memo Number 438/B.L& L.R.O./RHT/17 dated April 13, 2017.
25. M/s Viswakarma Niketan Private Limited (**"Owner 7"**) purchased land admeasuring more or less 5 (Five) Cottahs 11 (Eleven) Chittacks 5(Five) Sqaure Feet in R.S./L.R. Dag Number 4229 appertaining to R.S. Khatian Number 442 corresponding to L.R. Khatian Number 4981 in Mouza Gopalpur, J.L. Number 2, Touzi Number 2998, Re. Sa Number 140 within Police

Station Airport in Bidhannagar Municipality from its recorded owner Malay Pramanik through a registered deed of conveyance dated May 12, 2012 and registered at the office of the Additional District Sub-Registrar, Bidhannagar and recorded in Book Number 1, CD Volume Number 8, Pages 16118 to 16133, Being Number 05881 for the year 2012. (**“Land Parcel 11”**).

26. Subsequently Owner 7 duly recorded and mutated its name as owner of Land Parcel 11 in the office of B.L.L.R.O Rajarhat under L.R. Khatian Number 10794 and converted the said land from Agriculture (Sali) to Homstead (Bastu) vide certificate of conversion issued by collector of North 24 parganas numbered 440/B.L.& L.R.O./RHT/17 dated April 13, 2017.
27. Rathindranth Misra purchased land admeasuring more or less 5 decimals comprised in R.S./L.R. Dag Number 4228 appertaining to R.S. Khatian 430 in Mouza Gopalpur, J.L. Number 2, Touzi Number 2998, Re. Sa. Number 140 within Police Station Airport in Bidhannagar Municipal Corporation from its recorded owner Malay Pramanik through a Bengali Saf Cobala dated May 17, 1993 and recorded in Book Number 1, Volume Number 44, Pages 31 to 40 Being Number 1946 for the year 1996. (**“Land Parcel 12”**).
28. Subsequently Rathindranth Misra sold Land Parcel 12 to Sheikh Habibur Rahman, Sheikh Hejbulla, Sheikh Abdul Kalam, Sheikh Aalem, Sheikh Hafhijur Rahman, Sairabanu Bibi, Ayesa Bibi, Fatehma Bibi, Nur Islam, Najrul Islam through a registered deed of conveyance dated May 12, 2012 and recorded and registered at the office of the Additional District Sub-Registrar, Bidhannagar and recorded in Book Number 1, Being Number 5893 for the year 2012.
29. Nanda Kumar Biswas purchased land admeasuring 4 (Four) Decimal comprised under R.S./L.R. Dag Number 4228 appertaining to R.S. Khatian 430 in Mouza Gopalpur, J.L. Number 2, Touzi Number 2998, Re. Sa. Number 140 within Police Station Airport in Bidhannagar Municipal Corporation from Malay Pramanik through a Bengali Saf Cobala dated April 24, 1996 from Malay Kumar Pramanik recorded at the office of Additional District Sub Registrar, Bidhannagar and recorded in Book Number 1, Volume Number 44, Pages 11 to 20 being number 1944 for the year 1996. (**“Land Parcel 13”**).
30. Nanda Kumar Biswas sold transferred and assigned Land Parcel 13 in favour of Sheikh Habibur Rahaman, Sheikh Hejbulla, Sheikh Abdul Kalam, Sheikh Aalem, Sheikh Hafhijur Rahaman, Sairabanu Bibi, Ayesa Bibi, Fatehma Bibi, Nur Islam and Najrul Islam through a registered deed of conveyance dated May 12, 2012 and recorded and registered in the office of Additional District Sub-Registrar, Bidhannagar and recorded in Book Number 1, Being Number 5880 for the year 2012.
31. Through the purchase of Land Parcel 12 and Land Parcel 13 , Sheikh Habibur Rahaman, Sheikh Hejbulla, Sheikh Abdul Kalam, Sheikh Aalem, Sheikh Hafhijur Rahaman, Sairabanu Bibi, Ayesa Bibi, Fatehma Bibi, Nur Islam and Najrul Islam became owners of land admeasuring 9 (Nine) decimals comprised under R.S./L.R. Dag Number 4228 appertaining to R..S Khatian Number 430 corresponding to L.R. Khatian Number 118/2, 1176/1 and 1511/1 in Mouza Gopalpur, J.L. Number 2, Touzi Number 2998, Re. Sa. Number 140 within Police Station Airport in Bidhannagar Municipality.
32. Sheikh Habibur Rahaman, Sheikh Hejbulla, Sheikh Abdul Kalam, Sheikh Aalem, Sheikh Hafhijur Rahaman, Sairabanu Bibi, Ayesa Bibi, Fatehma Bibi, Nur Islam and Najrul Islam sold land admeasuring 4 decimals comprised uder R.S./L.R. Dag Number 4228 appertaining to

R.S. Khatian Number 430 corresponding to L.R. Khatian Number 1511/1 in Mouza Gopalpur in J.L. Number 2 in Touzi Number 2998, Re. Sa. Number 140 within Police Station Airport in Bidhannagar Municipality to Viskwakarman Apartment Private Limited ("**Owner 8**") through a registered deed of conveyance dated May 14, 2012, recorded and registered in Book Number 1, CD Volume 9, Pages 431 to 449, Being Number 05944 for the year 2012. ("**Land Parcel 12-A**").

33. Sheikh Habibur Rahaman, Sheikh Hejbulla, Sheikh Abdul Kalam, Sheikh Aalem, Sheikh Hafhijur Rahman, Sairabanu Bibi, Ayesa Bibi, Fatehma Bibi, Nur Islam and Najrul Islam also sold transferred and assigned land admeasuring more or less 3(Three) Cottahs or 5 decimal comprised under R.S./L.R. Dag Number 4228 appertaining to R.S. Khatian Number 430 corresponding to L.R. Khatian Number 2501/2 in Mouza Gopalpur, J.L. Number 2, Touzi Number 2998, Re. Sa. Number 140 within Police Station Airport in Bidhannagar Municipality to Owner 8 through a registered deed of conveyance dated May 14, 2012 and recorded in the office of Additional District Sub Registrar, Bidhannagar in Book Number 1, C.D. Volume Number 8, Pages 16769 to 16787, Bring Number 05912 for the year 2012. ("**Land Parcel 13-A**").
34. Through the purchase of Land Parcel 11-A and Land Parcel 12-A, Owner 8 became absolute owners of 9 (Nine) decimals of land comprised under R.S./L.R. Dag Number 4228 appertaining to R.S. Khatian Number 430 corresponding to L.R. Khatian Number 118/2, 1176/1 and 1511/1 in Mouza Gopalpur, J.L. Number 2, Touzi Number 2998, Re. Sa. Number 140 within Police Station Airport in Bidhannagar Municipality which it mutated in its own name under L.R. Khatian 10791.
35. Subsequently Owner 8 converted Land Parcel 12-A and Land Parcel 13-A from Agriculture (Sali) to Homstead (Bastu) vide certificate of conversion issued by Collector, North 24 Parganas through Memo. Number 437/B.L. & L.R.O/RHT/17 dated April 13, 2017.
36. Dr. Joy Kumar Saha and Chandana Saha purchased land admeasuring 2 (Two) Decimal or 1 (One) Cottah 3 (Three) Chittaks and 16.2 (Sixteen point two) Square Feet comprised under R.S./L.R. Dag Number 4228 appertaining to R.S. Khatian Number 430 in Mouza Gopalpur, J.L. Number 2, Touzi Number 2998, Re. Sa. Number 140 within Police Station Airport in Bidhannagar Municipality by purchasing it from Malay Pramanik through a Bengali Saf Cobala dated July 7, 1994 registered at office of Additional Sub-Registrar, Bidhannagar and recorded in Book Number 1, Volume Number 100, Pages 27 to 34, Being Number 4610 for the year 1994. ("**Land Parcel 14**").
37. Dr. Joy Kumar Saha and Chandana Saha sold Land Parcel 14 to Sheikh Habibur Rehman, Sheikh Hejbulla, Sheikh Abdul Kalam, Sheikh Aalem, Sheikh Hafhujur Rahman, Sairabanu Bibi, Ayesa Bibi, Fhatema Bibi, Nur Islam and Najrul Islam through a registered deed of conveyance dated December 4, 2012 and registered at the office of the Additional District Sub Registrar, Bidhannagar and recorded in Book Number 1, Being Number 14442 for the year 2012.
38. Sheikh Habibur Rehman, Sheikh Hejbulla, Sheikh Abdul Kalam, Sheikh Aalem, Sheikh Hafhujur Rahman, Sairabanu Bibi, Ayesa Bibi, Fhatema Bibi, Nur Islam and Najrul Islam sold Land Parcel 14 to Vishwakarma Gardens Private Limited ("**Owner 9**") through a registered deed of conveyance dated December 19, 2012 and registered at the office of Additional

District Sub-Registrar, Bidhannagar and recorded in Book Number 1, Being Number 14625 for the year 2012

39. Mina Paul purchased land admeasuring more or less 2 (Two) Cottahs 4 (Four) Chittacks comprised in R.S./L.R. Dag Number 4228 appertaining to R.S Khatian 430, in Mouza Gopalpur, J.L. Number 2, Touzi Number 2998, Re. Sa. Number 140 within Police Station Airport in Bidhannagar Municipality through a Bengali Saf Cobola dated June 27, 1994 from Malay Pramanik and recorded and registered at the office of Additional District Sub-Registrar Bidhannagar and recorded in Book Number 1, Volume Number 92, Pages 235 to 244 Being Number 4239 for the year 1996. (“**Land Parcel 15**”).
40. Mina Paul sold the said Land Parcel 15 to Owner 9 through a registered deed of conveyance dated December 4, 2012 and recorded and registered at the office of Additional District Sub-Registrar, Bidhannagar and recorded in the Book Number 1, C.D. Volume Number 20, Pages 7567 to 7581, Being Number 14441 for the year 2012.
41. Subsequently after purchase of Land Parcel 14 and Land Parcel 15, Owner 9 mutated its name as the owner of the said land in the office of B.L.L.R.O Rajarhat and duly recorded its name in the office of B.L.L.R.O Rajarhat, under L.R. Khatian Number 10790 for 5 decimals of land and subsequently converted the said land from Agriculture(Sali) to Homstead (Bastu) vide certificate of conversion issued by Collector, North 24-Parganas under Memo Number 435/B.L.&L.R.O./RHT/17 dated April 13, 2017.
42. Through the above purchases Owners from 1 to 9 became owners of all that piece and parcel of land admeasuring 2 bighas 9 cottahs 2 chittacks 35.6 square feet as per purchase deeds but according to shares as per B.L.R.O records 2 Bigha 8 cottahs 3 chittakcs 11.4 square feet comprised under R.S./L.R. Dag Number 4229 and R.S./L.R. Dag Number 4228 appertaining to R.S. Khatian Number 442 and R.S. Khatian 430 corresponding to L.R. Khatian 10539 , L.R. Khatian Number 10540, L.R. Khatian Number 10541 , L.R. Khatian 10792 , L.R. Khatian 10794 , L.R. Khatian 10542, L.R. Khatian 10543, L.R. Khatian 10791 , L.R. Khatian 10790 , in Mouza Gopalpur, J.L.No 2, Touzi Number 2998, Re. Sa. Number 140 within Police Station Airport in Bidhannagar Municipal Corporation.

Schedule-3 **(Description of the Unit)**

ALL THAT residential apartment No. [•], on [•] floor, type [•] BHK, Carpet Area approximately [•] ([•]) square feet, with Exclusive Balcony/ Verandah/ Open Terrace Area or “EBVT Area” having Carpet Area of [•] square feet, in the said Building, being a part of the Project named “*Orchard Avasa*”, situate on the Said Land described in Schedule-1 above, TOGETHER WITH the Car Parking being right to park [•] ([•]) medium sized car/s/ and/or [•] ([•]) two wheeler/s in [•] garage/covered parking/open parking/mechanical car park (not being a part of Common Area) parking space No. [•] admeasuring [•] square feet (the residential apartment as described herein and Car Parking is defined as Apartment) TOGETHER WITH the Land Share AND TOGETHER WITH the undivided pro rata share in the Project Common Areas, Amenities and Facilities as described in Schedule -4 hereunder.

The Apartment, Car Parking together with the Land Share along and an undivided, pro rata share in the Project Common Areas, Amenities and Facilities is hereinafter collectively referred as “**Unit**”

Schedule-4
(Project Common Areas, Amenities and Facilities)

1. Common Areas

- i. The foundation column, beams, supports corridors, lobbies, stairs, roof, terrace, stairways, entrance and exists.
- ii. Pump and motor with installation.
- iii. Common passage and common areas inside or outside the said Building.
- iv. Common basements and common storage spaces.
- v. Overhead tanks and water pipes and other common plumbing installations.
- vi. Electrical fittings, meters and fittings and fixtures for lighting the staircase and other Common Areas (excluding those that are installed inside any particular apartment).
- vii. Drains and sewers from the said Building to the municipality duct.
- viii. Water and sewerage evacuation pipes from the flat to drain sewers common to the said Building.
- ix. Doors and windows on the staircase.
- x. Boundary walls including outside plastering of the walls of the said Building and main gate.
- xi. Such other parts, areas, equipments, installations, fixtures, fittings, covered and open spaces in or about the said Building as are easements of necessity for the said Building.

2. Facilities

- i. Adequate greenery all around the Building.
- ii. Swimming pool
- iii. AC community hall
- iv. Gymnasium
- v. Indoor games room
- vi. Decorated roof top

3. Amenities

Power & Fire Safety

- A. 24 hours power back up
 - i. 100% power back up for all common areas,
 - ii. 2bhk-500w, 3bhk-750w
- B. State of art fire fighting equipment

Security

- i. 24 hours security
- ii. Closed circuit tv cameras for ground floor, first floor and roof top
- iii. Intercom connectivity within the whole Building.

Schedule-5
(Common Expenses)

1. All costs and expenses for maintaining, white-washing, painting, repainting, repairing, renovating and replacing the common area machineries, equipments installations and accessories for common services, utilities and facilities (including the outer walls of the Building(s). Such other expenses as are necessary or incidental to the maintenance and upkeep of the Building(s).
2. Maintenance of internal roads, passages etc.
3. All expenses for running and operating all machineries, equipments, installations and accessories for common facilities and utilities (including generator, lifts, water pump with motor etc.).
4. The salaries of and all other expenses on the staff to be employed for the Common Purposes (including bonus and other emoluments and benefits).
5. Establishment and all other expenses of the Association of Allottees (including its formation) and also similar expenses of the Promoter or the Maintenance Agency looking after the Common Purposes until handing over the same to the Association of Allottees.
6. Municipal and other rates, taxes and levies and all other outgoings in respect of the Said Land or the Building or any part thereof (save those assessed separately in respect of the Said Unit). Water charges tax, and proportionate share of electricity charges for the Common Areas.
7. Insurance premium for insuring the Building(s) against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
8. Expenses for serving/supply of common facilities and utilities (including electricity, water, etc.) and all charges incidental thereto.
9. Creation of funds for replacement, renovation and/or other periodic expenses.
10. All other expenses and/or outgoings including litigation expenses as are incurred by the Promoter and/or the Association of Allottees for the Common Purposes.

Schedule-6
(Allottee Covenants)

The Allottee agrees, undertakes and covenants as follows:-

1. comply with and observe the Rules, Regulations and bye-laws relating to the Act including such rules and regulations as may be framed by the Promoter /Maintenance Agency / Association of Allottees from time to time;
2. permit the Promoter, Maintenance Agency and Association and their respective men, agents and workmen to enter into the Said Apartment for the Common Purposes of the Project;
3. deposit the amounts for various purposes as may be required by the Promoter / Maintenance Agency or the Association of Allottees;
4. to pay municipal taxes, water and electricity charges, land revenue and other charges as per Applicable Laws;
5. in case of a delay in payment, to pay interest at the rate prescribed in the Deed or by the Promoter/Maintenance Agency or the Association of Allottees on its formation, towards any of the amounts due or charges payable under this Agreement;
6. to participate towards formation of Association;
7. not default in payment of any taxes, charges, expenses, insurance or levies to be proportionately shared by the other owners/lawful occupants;
8. not enter into any parallel arrangements for maintenance of the Project;
9. not object to the use of Project Common Areas, Facilities and Amenities by the owners/lawful

- occupants of other apartments in the Project and to use by the occupants of other phases in the event of development of other phases;
10. not at any time cause any annoyance, inconvenience or disturbance or injury to the other owners/lawful occupants of the Project;
 11. not at any time alter split airconditioner position or outdoor units position provided inside the Apartment by the Promoter.
 12. not keep any cattle/live stock in the Apartment or in the Project and Allottee/s shall keep all the pets confined within the Apartment and shall ensure that the pets do not create any nuisance/disturbance to the other owners/lawful occupants of the Project;
 13. maintain at his own cost, the Apartment and the Unit earmarked to them, in a good condition, state and order and shall abide by all the laws and regulations of the Government, or/and any other duly constituted Authority from time to time in force, and be responsible for all notices or violations of any of the terms and conditions in this Agreement and/or bye-laws of the Association of Allottees;
 14. where the Allottee has taken any loan, it shall ensure that it shall make payment of interest and principal amounts as per the terms of the loan agreement entered into with the lender and shall keep the Promoter indemnified against any default or non-payment by the Allottee;
 15. to pay to the Promoter or its nominated Maintenance Agency or Association of Allottees as the case may be, the and maintenance expenses and Common Expenses;
 16. to sign all applications, papers, documents, agreements and other relevant papers and handover such documents to the Promoter, as required, in pursuance of the allotment and to do all acts, deeds and things as the Promoter may require for the purpose of forming an Association of Allottees;
 17. not make any structural changes, changes in the internal design or changes on the external facade of the Apartment. More specifically, the Allottee/s shall not:
 - i. dismantle any external wall or internal walls,
 - ii. change the elevation,
 - iii. change the position of internal walls,
 - iv. change the position of electrical switches and location of fittings which are fixed and not subject to any alteration,
 - v. change the position of sanitary and kitchen fittings and fixtures which are fixed and not subject to any alteration, and
 - vi. use the external walkways and terraces for storage;
 18. not make any additions/alterations with respect to or concerning the electrical and water supply networks provided by the Promoter in concealed and exposed manner within the Apartment;
 19. not divide, sub-divide or demolish any structure of the Apartment or any portion thereof or cause to make any new construction in the Apartment. Further Allottee/s shall not use the Apartment for commercial purposes or use the same for any immoral activities or manufacturing or processing works or storage purpose or any other purposes save and except exclusively for residential purpose. Further the Allottee/s shall at all times co-operate with the owners/lawful occupants of the Project;
 20. not do or permit to be done any act or thing which may render void or voidable any insurance of the Said Land and the Building or whereby any increased premium shall become payable in respect of the insurance;
 21. draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other apartment owners;
 22. after taking the possession, may make non-structural changes/aesthetical changes to the Apartment, subject to the prior approval and consent of the Promoter. However, it is hereby clarified that the Allottee/s shall not make any additions or alterations in the Apartment that

- may cause blockage or interruption in the smooth flow of common utilities and installations meant normally for common use and/or cause damage or encroachment on the structures of the Building or on the Project;
23. to pay the Promoter, the proportionate share of all necessary sums expended by the Promoter for meeting all legal costs, charges and expenses, including professional and legal costs incurred by the Promoter in connection with formation of the Association of Allottees and for preparing its rules, regulations and bye-laws;
 24. not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefor.
 25. not carry on or cause to be carried on any obnoxious or injurious activity in or through the said Apartment, the Car Parking, if any or the Common Areas.
 26. not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said Apartment and the Car Parking, if any.
 27. not put up or affix any sign board, name plate or other things or other similar articles in the Common Areas or outside walls of the said Apartment/said Building save at the place or places provided therefor provided that this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the Apartment.
 28. not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home appliances.
 29. not install or keep or run any generator in the said Apartment and the Car Parking, if any.
 30. not install or operate any machinery or equipment except home appliances.
 31. not misuse or permit to be misused the water supply to the said Apartment.
 32. not damage the Project Common Areas, Amenities and Facilities in any manner and if such damage is caused by the Allottee and/or family members, invitees or servants of the Allottee, the Allottee shall compensate for the same.
 33. not hang or cause to be hung clothes from the balconies of the Apartment.
 34. not object to any fire safe equipment including fire sprinklers and air conditioning equipment being installed inside the said Apartment and/or the Common Areas, as per statutory requirements. The Allottee further understands and agrees that as per the present statutory requirements/fire norms and Applicable Laws, the fire extinguisher pipe line/fire sprinklers might be installed inside the walls or ceiling of the Apartment as per the extant statutory requirements/fire norms and Applicable Laws and the Allottee shall not demur or raise any objection against such installation at any point of time.
 35. The Promoter shall have first charge and/or lien over the said Apartment and Unit for all amounts due and payable by the Allottee to the Promoter provided however if the said Apartment is purchased with assistance of a financial institution, then such charge/lien of the Promoter shall stand extinguished on the financial institution clearing all dues of the Promoter.
 36. The Allottee has been explained by the Promoter and the Allottee has understood all the details regarding the operation of the mechanical car parking and the terms and conditions which the Allottee has to adhere to for enjoying the facility of mechanical car parking.
 37. The Promoter shall be entitled to put hoarding/boards of their brand name (including any brand name the Promoter is permitted to use), in the form of neon signs, MS letters, vinyl & sun boards and/or such other form as the Promoter may in its sole discretion deem fit on the Project and on the façade, terrace, compound wall or other part of the Buildings as may be developed from time to time and the Allottee shall not demur or object to the same. Any hoarding/boards, neon signs, MS letters, vinyl & sun boards or any other branding/advertising material put by the Promoter in whatever form may be shall at all the times be maintained through the Common Expenses.
 38. not to park or allow anyone to park any car, two-wheeler or other vehicles at any place other than the Car Parking allotted to the Allottee.

39. not to park any car or two-wheeler in the Said Land if the Allottee has not been allotted any Car Parking.

Schedule-7
(Qualifications to Defect Liability)

1. If there are changes, modifications or alteration made to the plumbing pipes and fittings and fixtures or change of wall or floor tiles made by the Allottee, the Promoter shall not be responsible for waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
2. If there are changes, modifications or alteration made to the electrical lines and wirings, the Promoter will not be responsible for any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations done by the Allottee;
3. If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not be responsible for door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
4. If the Allottee executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, then the Promoter shall not be responsible for any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes.
5. Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time.
6. If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee or his / her agents in the manner in which same is required to be maintained;
7. Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof;
8. If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality;
9. The Allottee agrees that the responsibility of the Promoter under the defect liability clause as stated in the said Deed shall not cover defects, damage or malfunction resulting from (a) misuse, (b) modifications or repairs done by the Allottee or his/their nominees/agent, (c) cases of Force Majeure (d) failure to maintain the amenities and equipment (e) accident and (f) negligent use;
10. Warranty for all consumables or equipment used such as generators, lifts, fittings and fixtures will be provided by the respective manufacturers on their standard terms.
11. The Allottee is aware and the Allottee agrees that the regular wear and tear includes minor hairline cracks on the external and internal walls excluding RCC structure which happens due to shrinkage in concrete, block work/brick work, plaster, which is inherent property of cementitious material and which don not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. The Allottee agrees that before any liability of defect is claimed by or on behalf of the Allottee it shall be necessary to appoint an expert/surveyor to be nominated by the Architect of the Project, who shall survey and asses the same and then submit a report to the state the defects in material used in the structure of the Apartment and/or workmanship executed.
12. The Allottee understands that the grounds for exception to defect liability of the Promoter as provided in the Agreement for Sale shall muttatis mutandis apply to this Deed.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEAL TO THESE PRESENTS ON THE DAY, MONTH & YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESS:

SIGNED AND DELIVERED

For and on behalf of the within named
OWNER, through its Constituted attorney
Mr. Saurav Bafna
In the presence of witnesses;

1. _____

2. _____

SIGNED AND DELIVERED

For and on behalf of the within named
PROMOTER, through its
Designated Partner, **Mr. Saurav Bafna**
In the presence of witnesses;

1. _____

2. _____

SIGNED AND DELIVERED

For and on behalf of the within named
ALLOTTEE(S)
In the presence of witnesses;

1. _____

2. _____

RECEIPT

RECEIVED on the day month and year first above written of and from the withinnamed Allottee the withinmentioned sum of Rs. /- paid as and by way of full consideration in terms of these presents as per Memo below. Rs. /- (Rupees only)

MEMO OF CONSIDERATION:

RECEIVED as follows :

WITNESSES: