

### **DEED OF CONVEYANCE**

This **DEED OF CONVEYANCE** (“**Deed**”) is entered into on this [ ] day of [ ], [20 ] at [ ]

#### **BY AND BETWEEN:**

**R D ALLOYS PVT. LTD. (PAN \_\_\_\_\_) and (CIN: U27320WB1971PTC027983)** a company within the meaning of the Companies Act 2013, and having its registered offices at Chowringhee Court, 55/1, Chowringhee Road, 2nd Floor, Unit No. 28, Post Office: [●], Police Station: [●], Pincode 700071, West Bengal, India, represented by its Director [●] (**PAN [●]**) (**Aadhaar No. [●]**), son of [●], working for gain/residing at [●], Post Office: [●], Police Station: [●], Pincode [●], authorized *vide* board resolution dated [●], hereinafter referred to as the “**OWNER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and assigns) of the **FIRST PART**.

**AND**

**NPR PURTI CONBUILD LLP (LLPIN AAO-6167) (PAN [●])** (formerly known as BERGAMOT CONBUILD LLP) a limited liability partnership within the meaning of the Limited Liability Partnership Act, 2008, having its registered office at P-15, India Exchange Place Extension, Todi Mansion, Kolkata, Pincode: 700073, Post Office: [●], Police Station: [●], West Bengal, India, represented by its Designated Partner [●] (**PAN [●] (Aadhaar No. [●])**), son of [●], residing at [●], Post Office: [●], Police Station: [●], Pincode [●], authorized *vide* resolution of the Partners dated [●], 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 assigns) of the **SECOND PART**.

[The Owner and the Promoter shall jointly and collectively be referred as the **“TRANSFERORS”** for the purpose of brevity and where the context so permits it shall refer to only such of it as is concerned with the relevant matter(s)/issue(s).]

**AND**

*[If the Allottee is an Individual]*

\_\_\_\_\_, son of [●], (**PAN: [●] (Aadhaar No: [●])**), residing at Post Office: [●], Police Station: [●], Pincode [●] (hereinafter referred to as the **“ALLOTTEE”**, which expression shall unless repugnant to the context or meaning thereof mean and include his/her/their heirs, legal representatives, executors, administrators, successors and/or permitted assigns) of the **THIRD PART**.

**[OR]**

*[If the Allottee is a Company]*

\_\_\_\_\_ (**CIN [●] (PAN [●])**); a company within the meaning of the Companies Act, 2013, having its registered office situated at [●], Post Office: [●], Police Station: [●], Pincode [●], represented by its Director/Authorized Representative/Authorized Signatory [●] (**PAN [●] (Aadhaar No. [●])**), son of [●], working for gain/residing at [●], Post Office: [●], Police Station: [●], Pincode [●], authorized *vide* board resolution dated [●], (hereinafter referred to as the **“ALLOTTEE”**, which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-interest and permitted assigns) of the **THIRD PART**.

**[OR]**

*[If the Allottee is a LLP]*

\_\_\_\_\_ (**LLPIN [●] (PAN [●])**); a limited liability partnership within the meaning of the Limited Liability Partnership Act, 2008, having its registered office situated at [●], Post Office: [●], Police Station: [●], Pincode [●], represented by its Designated Partner [●] (**PAN [●] (Aadhaar No. [●])**), son of [●], residing at [●], Post Office: [●], Police Station: [●], Pincode [●], authorized *vide* resolution of the Partners dated [●], (hereinafter referred

to as the “**ALLOTTEE**”, which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-interest and permitted assigns) of the **THIRD PART**.

[OR]

[If the Allottee is a Partnership]

\_\_\_\_\_ (**PAN: [●]**), a partnership firm established under the Indian Partnership Act, 1932 and having its office at [●] Post Office: [●], Police Station [●], Pincode [●], represented by its Partner [●] (**PAN: [●]**), (**Aadhaar No: [●]**), son of [●] and residing at [●] Post Office: [●], Police Station [●], Pincode [●] authorized *vide* resolution of the Partners dated [●], (hereinafter referred to as the “**ALLOTTEE**”, which expression shall unless repugnant to the context or meaning thereof mean and include the partners of the firm for the time being and/or those who may be taken in and/or admitted as partner and/or partners and their respective heirs, legal representatives, executors, administrators, successors and permitted assigns) of the **THIRD PART**.

[OR]

[If the Allottee is a Trust/Society]

\_\_\_\_\_ (**PAN: [●]**), a trust/society established under the Indian Trusts Act, 1882/Societies Registration Act, 1860 and having its office at [●] Post Office: [●], Police Station [●], Pincode [●] and represented by its \_\_\_\_\_, [●] (**PAN: [●]**), (**Aadhaar No: [●]**), son of [●] and residing at [●] Post Office: [●], Police Station [●], Pincode [●], (hereinafter referred to as the “**ALLOTTEE**”, which expression shall unless repugnant to the context or meaning thereof mean and include all the trustees of the trust for the time being/all the members of the governing body of the society/ trust for the time being and their successors-in-office and permitted assigns) of the **THIRD PART**.

[OR]

[If the Allottee is an HUF]

\_\_\_\_\_ ([**PAN: [●]**], (**Aadhaar No: [●]**), son of [●], residing at [●] Post Office: [●], Police Station [●], Pincode [●] for self and as the *Karta* of the Hindu Joint *Mitakshara* Family known as [●] **HUF (PAN: [●])**, having its place of business/residence at residing at [●] Post Office: [●], Police Station [●], Pincode [●] (hereinafter referred to as the “**ALLOTTEE**”, which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART**.

[The Transferors and the Allottee are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.]

**WHEREAS:**

- A. The Owner is absolutely and lawfully entitled to the land parcels more fully and particularly described in **Schedule A** hereto (hereinafter referred to as the "**Said Land**") and is fully seized and possessed of and otherwise fully and sufficiently entitled to the Said Land. The devolution of ownership rights in favour of the Owner in respect of the Said Land is as mentioned in **Schedule B** hereto.
- B. The Owner desired to develop the Said Land and for that purpose had approached the Promoter with the proposal of development of the Said Land wherein the Owner agreed to permit the Promoter to exercise all rights, powers and authorities to develop the Said Land at its own cost and expenses.
- C. The Owner and the Promoter have entered into the Development Agreement dated 29<sup>th</sup> September, 2023 registered at the office of District Sub-Registrar-I, Alipore, South 24 Parganas in Book No. I, Volume No. 1601-2023, Page Nos. 82345 to 82401, Being No. 160102360 for the year 2023 for the purpose of development of the Said Land ("**Development Agreement**"). Pursuant to the Development Agreement, a power of attorney dated 26<sup>th</sup> July, 2024 has been executed by the Owner in favour of the Promoter which has been registered at the office of the District Sub Registrar - I, South 24 Parganas, in Book No. I, Volume No. 1601 - 2024, Page Nos. from 55244 to 55265, being No. 160101502 for the year 2024 ("**Power of Attorney**").
- D. The Said Land was earmarked for the purpose of building a residential project comprising of building having ground plus twenty three (G+23) storied building together with a G+4 storied building for parking and Club facilities (hereinafter referred to as the "**Building**") and the project has been named "**Anaaya**" (the Said Land with the Building to be constructed thereon is hereinafter collectively referred to as the "**Project**").
- E. The Promoter obtained the Sanctioned Plan *vide* Building Plan No. vide Building Permit No. 2024070044 dated 4<sup>th</sup> June, 2024 for the Project from the Kolkata Municipal Corporation ("**KMC**").
- F. The Project has been registered under the provisions of the Real Estate (Regulation and Development) Act, 2016 (as applicable to the State of West Bengal) ("**Act**") read with the West Bengal Real Estate (Regulation and Development) Rules, 2021 ("**WBREDA Rules**") with the West Bengal Real Estate Regulatory Authority ("**Authority**") at Kolkata under Registration No. [●], which is valid till [●].
- G. The Transferors are fully competent to enter into this Deed.
- H. The Allottee had applied for a [*bare shell/ finished*] flat, right to use \_\_\_ nos. of car parking spaces [and a store room] in the Project *vide* his/her/their/its application bearing No. \_\_\_\_\_ dated [●] ("**Application**").

- I. On the basis of the Application of the Allottee and in view of the terms and conditions accepted by the Allottee under the Application, the Promoter has provisionally allotted the following in favour of the Allottee vide provisional allotment letter bearing No. \_\_\_\_\_ dated \_\_\_\_\_:
- (a) the Flat (more fully and particularly described in **Part I of Schedule C**);
  - (b) the right to use \_\_\_ nos. [Car Parking Space(s)] (more fully and particularly described in **Part II of Schedule C**); and
  - (c) [the Store Room] (more fully and particularly described in **Part I of Schedule C**).
- J. The tentative floor plan of the Flat and the Store Room is annexed hereto and marked as **Schedule D**.
- K. Subsequently, an Agreement for Sale dated [●] ("**AFS**") was executed between the Parties and registered at the office of [\_\_\_], in Book No. [\_\_\_], Volume No. [\_\_\_], Pages [\_\_\_] to [\_\_\_], Being No. [\_\_\_] for the year [\_\_\_], whereby the Promoter agreed to sell transfer and convey and the Allottee agreed to purchase and acquire on ownership the said Apartment (*defined below*), subject to the terms and conditions contained in the said AFS and Allotment Letter, which terms and conditions, for all purposes and unless repugnant to the context, shall form part of this Deed.
- J. The Allottee has, from time to time, paid all amounts due and payable by the Allottee under the AFS.
- K. The Promoter has since, completed construction of the said Project and pursuant thereto a completion certificate bearing reference No. \_\_\_\_\_ dated \_\_\_\_\_ has been issued by the Kolkata Municipal Corporation ("**Completion Certificate**").
- L. The Allottee has now approached the Transferors for execution of this Deed for the sale, transfer and conveyance of the Apartment together with the rights appurtenant thereto in favour of the Allottee and the Transferors have agreed to the same.

**NOW, THEREFORE, IT IS WITNESSETH THAT:**

**1. DEFINITIONS**

In this Deed, (i) capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following terms shall have the following meanings assigned to them herein below:

- (a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016 as

applicable to the State of West Bengal and shall include the Rules and Regulations made thereunder;

- (b) **“Architect(s)”** shall mean architect(s) or Licensed Building Surveyor whom the Promoter may from time to time appoint as the Architect(s)/Licensed Building Surveyor for the Project;
- (c) **“Flat”** shall mean the Unit described in **Part – I of Schedule C** hereto;
- (d) **“Association”** shall mean the Association, Syndicate, Committee, Body, Society or Company formed by the Promoter which would comprise the Transferors and the representatives of the allottees and be formed or incorporated at the instance of the Promoter for the Common Purposes with such rules and regulations as shall be framed by the Promoter;
- (e) **“Car Parking Space”** shall mean the right to park medium sized car(s) if any, described in **Part - II of Schedule C** hereto;
- (f) **“Common Areas, Amenities and Facilities”** shall mean the common areas, facilities and installations in the Building and the Said Land, as may be decided or provided by the Promoter for common use and enjoyment of the allottees and which are indicated in **Schedule E** hereto which shall be used and enjoyed in common by all the allottees;
- (g) **“Common Expenses” or “Maintenance Charges”** shall mean all costs and expenses mentioned in **Schedule F** for the management, maintenance and upkeep of the Building, the Common Areas, Amenities and Facilities and the expenses for Common Purposes;
- (h) **“Common Purposes”** shall include the purpose of managing and maintaining the Said Land, the Building and in particular the Common Areas, Amenities and Facilities, rendition of services in common to the allottees, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the allottees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas, Amenities and Facilities in common;
- (i) **“Common Roof Area”** shall mean only the specified portion / area of the ultimate roof of the Building, as decided and demarcated by the Promoter at any time prior to handing over possession of the Apartment Unit, along with the Lift Machine Room and the water tank thereon, which only shall form part of the Common Areas, Amenities and Facilities;
- (j) **“Deposits”** shall mean the amounts mentioned in **Part-II of the Schedule G** hereto and to be deposited by the Allottee and shall also include any other amount that the Allottee may be required to deposit;

- (k) **“Extra Charges”** shall mean the charges mentioned in **Part-I** of the **Schedule G** hereto all of which are to be paid by the Allottee in addition to the Total Price and shall also include any other additional amounts that may be required to be paid by the Allottee;
- (l) **“Maintenance Agency”** shall mean the Promoter itself or any entity appointed by the Promoter for the Common Purposes or upon its formation, the Association;
- (m) **“Maintenance Charges”** shall mean the proportionate amount of Common Expenses payable monthly by the Allottee to the Maintenance Agency as per the rules framed by the Promoter;
- (n) **“Project Advocates”** shall mean [●] who have been appointed by the Promoter and have prepared this Deed and also shall prepare all legal documentation regarding the development, construction, sale and transfer of the Said Land, the Building and the Units therein, including the Deeds of Conveyance;
- (o) **“Regulations”** means the Regulations that may be made under The Real Estate (Regulation and Development) Act, 2016 applicable to West Bengal;
- (p) **“Sanctioned Plan”** shall mean the plans of the Building which have sanctioned and approved by the Kolkata Municipal Corporation including Building Permit No. 2024070044, dated 4<sup>th</sup> June, 2024 which may be finally revised/approved/sanctioned by the Kolkata Municipal Corporation and shall also, wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architect(s) and shall also include the variations, modifications, alterations and changes therein that may be made by the Transferors, if any, as well as all revisions, renewals and extensions thereof, if any;

## 2. **DISCLOSURES, DISCLAIMERS AND ACKNOWLEDGEMENTS**

2.1. At or before the execution of this Deed the Allottee has fully satisfied himself/itself/herself as to the following and make the necessary representations and warranties as contained herein:

- (i) The ownership of Owner and the right of the Promoter in respect the Said Land described in **Schedule A** hereto;
- (ii) The right of the Owner and the Promoter to transfer and/or sell the Apartment in terms of this Deed;
- (iii) The Allottee has inspected the Sanctioned Plan, the Completion Certificate, the location, lay out plan and the dimensions of the Apartment; the nature, state, condition and measurement of the Said Land, the Project, the

Apartment, the Common Areas, Amenities and Facilities, and is aware of the manner in which the same is/are presently intended to be used;

- (iv) The Allottee is fully aware of the nature and the extent of the rights and benefits granted and/or extended to the Allottee as also the several obligations to be performed and fulfilled by the Allottee (including those contained in the AFS);
- (v) The Allottee acknowledges that the right of the Allottee shall remain restricted to the said Apartment and that the Allottee shall have no right over and in respect of the other parts and portions of the Project except the right to use in common the Common Areas, Amenities and Facilities in common with the other allottees and occupiers;
- (vi) The Allottee acknowledges that the terms and conditions of this Deed are fair and reasonable and the Allottee has voluntarily and out of its own volition agreed to consummate the transaction contemplated herein;
- (vii) The Allottee has obtained independent legal advice and has also caused necessary searches/investigation of title of the Owner to the Said Land;
- (viii) The Allottee acknowledges that the said Project is a very prestigious complex and as such the Allottee agrees to abide by the terms and conditions herein contained and those contained in the AFS, at all times;
- (ix) The Allottee hereby confirms that he/she/it is executing this Deed with full knowledge of all the laws, rules, regulations, notifications etc applicable to the Project;
- (x) The Allottee has fully satisfied himself/herself/itself as to the carpet area comprised in the said Apartment and further acknowledges that the Building and/or the Apartment has been constructed erected and completed with the materials/specifications which have been detailed out in the AFS;
- (xi) The Allottee is fully satisfied as to the structural stability of the said Building; and
- (xii) For a regulated and disciplined use of car parking spaces, the Promoter has reserved the right to allot parking facility to the interested co-applying for the same in an organised manner whereby each such interested co-acquirer shall be allotted car parking space of the type applied by him/her/it in an identified dependent or independent space.

### **3. TRANSFER**

- 3.1. In consideration of the payment as mentioned in **Schedule H**, the entirety whereof has been paid by the Allottee to the Promoter at or before execution hereof and the



receipt whereof the Transferors do hereby and by the Memo of Consideration hereunder written admit, the Transferors:

- (i) hereby sell, transfer and convey, absolutely and perpetually, unto and in favour of the Allottee the said Flat (as more fully described in **Part I of Schedule C** hereunder and delineated, demarcated and bordered in colour Red in the plan being **Schedule D** herein) free from all encumbrances, trusts, liens, lis pendens and attachments however;
  - (ii) hereby grant a perpetual and exclusive right to use the Car Parking Space (as more fully described in **Part II of Schedule C** hereunder and delineated, demarcated and bordered in colour Blue in the plan being **Schedule D** herein) for the parking of private medium sized/standard car(s) owned by the Allottee within such space(s), subject to and on the terms and conditions recorded hereunder and in the AFS and subject further to the observance and performance by the Allottee of all the terms and conditions of the management, administration and maintenance of the Car Parking Spaces and subject further to the Allottee paying and discharging all existing and future rates, taxes, impositions, outgoings from the date of its possession and/or the deemed date of possession, as the case may be, wholly with respect to the Car Parking Spaces.
  - (iii) hereby grant a non-exclusive perpetual right to use and enjoy the Common Areas, Amenities and Facilities in common with all the other allottees in the Project (it being clarified that the Common Areas, Amenities and Facilities shall be transferred to the Association by the Promoter/ Owner and the right of the Allottee in respect of the Common Areas, Amenities and Facilities shall at all times be subject to the same and as permissible by applicable law), together with all benefits and rights hereby granted to the Allottee, subject to the observance and performance of the terms, conditions and stipulations as contained in this Deed and AFS and subject further to the observance and performance by the Allottee of all the terms and conditions of the management, administration and maintenance of the Common Areas, Amenities and Facilities and subject further to the Allottee paying and discharging all existing and future rates, taxes, impositions, outgoings from the date of its possession and/or the deemed date of possession, as the case may be, wholly with respect to the Apartment and proportionately with respect to the Common Areas, Amenities and Facilities.
- 3.2. The right of the Allottee shall be restricted to the Apartment and the right to use the Common Areas, Amenities and Facilities (in accordance with the terms hereof and those contained in the AFS) and the Allottee shall have no right, title or interest whatsoever in respect of the others units and garages in the Project.
- 3.3. In respect of the other spaces, properties and other rights in the Project which are not intended to be sold conveyed and transferred to the Allottee as aforesaid, the Promoter shall be entitled to use, utilise, transfer, sell, convey, alienate, part with

possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by it in its absolute discretion, without any reference or objection of the Allottee. The Allottee hereby consents to the same and undertakes not to raise any claim or create or cause to be created for any reason, directly or indirectly, any obstruction or hindrance whatsoever regarding the same.

- 3.4. The Allottee shall use and enjoy the said Apartment in the manner not inconsistent with its rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other allottees/occupiers and/or of the Transferors.
- 3.5. The Allottee shall be entitled TO HAVE AND TO HOLD the said Apartment hereby transferred, sold, conveyed, assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Allottee absolutely and forever in the manner consistent with its rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other allottees/occupiers and/or of the Transferors.
- 3.6. The said Apartment is together with and subject to the mutual easements and restrictions mentioned in this Deed including in **Schedule I** hereto and the common rules, house rules, terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed and **Schedule J** hereto, which shall be covenants running with the said Apartment in perpetuity.
- 3.7. The Allottee agrees that the right to use the Car Parking Space cannot be transferred independently without the Flat and vice versa.

#### 4. **COVENANTS OF THE TRANSFERORS**

- 4.1. The Transferors hereby covenant with the Allottee that they:
  - (i) have the right to sell, convey and transfer the said Apartment to the Allottee free from all encumbrances;
  - (ii) shall, at the costs and requests of the Allottee, execute all necessary documents as may be reasonably required for more perfectly assuring the said Apartment to unto and in favour of the Allottee.
- 4.2. The Promoter hereby covenants with the Allottee that the Promoter is lawfully entitled to develop the Project and to transfer its rights and those of the Owner in respect of the said Apartment.
- 4.3. The Transferors hereby further covenant with the Allottee that they have received payments as mentioned in **Schedule H** and acknowledge the receipt thereof in the Memo of Consideration hereunder.

- 4.4. Subject to the Allottee observing, performing and complying with all covenants and conditions herein contained and those contained in the AFS and/or on its part to be observed, performed and/or fulfilled, the Allottee shall peacefully and quietly have and hold and enjoy the Apartment, without any interruption, eviction or disturbance by the Allottee or any person or persons claiming under or in trust for the Transferors.
- 4.5. The Promoter hereby further covenants that post formation of the Association as per the applicable local law, the Promoter shall execute deed of transfer/conveyance of the Common Areas, Amenities and Facilities in favour of the Association.

5. **COVENANTS OF THE ALLOTTEE**

The Allottee agrees, undertakes and covenants that it shall:

- 5.1. perform, observe and comply with all the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed and the AFS and not to commit breach of or do any act contrary to any of the terms, covenants and conditions stated therein or herein;
- 5.2. pay wholly in respect of the said Apartment and proportionately in respect of the Common Areas, Amenities and Facilities, the Common Expenses, Maintenance Charges, electricity charges and all levies, duties, charges, surcharges, rates, taxes and outgoings including GST, betterment and/or development charges under any statute, rule or regulation, electricity charges. Common Expenses and Maintenance Charges that may be and/or become payable at any time (including enhancements thereto and/or new imposition) relating to the construction, transfer and/or maintenance of the said Apartment and/or relating to this Deed of Conveyance shall be paid by the Allottee without raising any objection thereto, within 15 (fifteen) days of demand being made and the Promoter shall not be liable for the same under any circumstance;
- 5.3. regularly and punctually pay and contribute all costs and expenses for the utilities and facilities provided and/or obtained in the said Apartment and ensure that those to the other allottees are not adversely affected by any acts or defaults of the Allottee;
- 5.4. not for any reason, directly or indirectly, make or cause any obstruction, interruption, hindrance, impediment, interference or objection in any manner relating to or concerning the transfer, sale, convey or disposal of any other unit or apartment in the Project;
- 5.5. not question the quantum or apportionment of the Common Expenses mentioned in **Schedule F** or the basis thereof;
- 5.6. comply with and honour the mutual easements, common rules and restrictions mentioned in **Schedule I**;

- 5.7. get the said Apartment mutated in its name and/or separately assessed by the Corporation/Municipality or any competent authority within 6 (six) months from the date of possession;
- 5.8. pay all amounts and deposits that are payable by the Allottee under this Deed of Conveyance and/or the AFS and/or which are the liability of the Allottee under this Deed of Conveyance and/or the AFS even if the same are demanded and/or become payable subsequent to the execution of this Deed of Conveyance;
- 5.9. pay all future betterment/development charges etc. relating to the said Apartment and/or the Common Areas, Amenities and Facilities; and
- 5.10. The Allottee hereby further confirms, acknowledges and undertakes that all covenants, restrictions and impositions contained in the AFS shall be deemed to be incorporated herein by reference and the Allottee shall at all times comply with all terms and conditions contained in the AFS in relation to the use of the Apartment, the Common Areas, Amenities and Facilities, the Car Parking Spaces and the Project, generally; and
- 5.11. The Allottee hereby acknowledges that it is his/her/its obligation to make payment of all rates, taxes and outgoings whether local state or central which may become payable in respect of his/her/it Apartment for the period commencing from as stipulated and shall be liable to make payment as and when the same becomes due and payable without raising any objection whatsoever or howsoever and in any event agrees to keep the Owner / Promoter and/or their respective successors and/or successors saved harmless and fully indemnified from and against all costs charges actions suits and proceeding including litigation cost.

6. **POSSESSION:**

At or before the execution of this Deed, the Allottee herein confirms that it has independently satisfied itself about the right, title and interest of the Owner and the Promoter in the Said Land and/or the said Apartment, the Sanctioned Plan and the constructions, including the quality and specifications thereof, the net area of the Apartment, the workmanship, the quality of materials used, the structural stability, necessary provisions have been made for the safety and security of the occupants of the Building and the completion of the Buildings, the Common Areas, Amenities and Facilities and the said Apartment and has agreed not to raise any objection of whatsoever nature. Simultaneously with the execution and registration of this Deed, vacant, peaceful, satisfactory and acceptable possession of the Apartment has been handed over by the Promoter to the Allottee, which the Allottee admits, acknowledges and accepts.

**SCHEDULE A**  
**(SAID LAND)**

**ALL THAT** the pieces and parcels of land measuring about 4 (four) Bighas 8 (eight) Cottahs 9 (nine) Chittacks together with the structures standing thereon lying and situate at Municipal premises No. 2B, Pagladanga Road, Kolkata – 700 015, Police Station – Tangra, within Ward No. 57 of the Kolkata Municipal Corporation, District 24 Parganas (South) butted and bounded as follows:

On the **North**: Partly by portion of 34, Canal South Road and partly by portion of 2, Pagladanga Road and partly by Pagladanga Road;

On the **South**: By portion of 3, Pagladanga Road;

On the **East**: Partly by Pagladanga Road and partly by portion of 3, Pagladanga Road;

On the **West**: Partly by portion of 34, Canal South Road and partly by 33C, Canal South Road;

**SCHEDULE B**  
**(DEVOLUTION OF TITLE)**

- 1) By an Indenture of Conveyance dated 9<sup>th</sup> March, 1989 made between (1) Sajjan Kumar Goenka and (2) Nirmala Goenka (as partners of M/s. Hindusthan Bobbin Industries) and R.D. Alloys Private Limited, the said (1) Sajjan Kumar Goenka and (2) Nirmala Goenka (on behalf of M/s. Hindusthan Bobbin Industries) sold, transferred and conveyed unto and in favour of R.D. Alloys Private Limited **ALL THAT** the piece and parcel of land being a portion of premises No. 2B, Pagladanga Road and premises No. 3/1, Pagladanga Road (formerly being a portion of premises No. 3, Pagladanga Road and premises No. 6, Pagladanga Road) containing an area of 4 Bighas 8 Cottahs and 9 Chittacks comprised in Holding Nos. 33,34 and 35 (formerly 16, 19, 20, 21, 22 and 23) in Division IV, Sub-Division J, Thana Beniapukur together with the structures standing thereon, for the consideration contained in the said Indenture of Conveyance. The said Indenture of Conveyance was registered in the Office of District Registrar, Alipore, in Book No. I, Volume No. 93, Pages 119 to 132 being No. 2924 for the year 1989.
- 2) Subsequently, premises No. 3/1, Pagladanga Road was amalgamated and merged into premises No. 2B, Pagladanga Road.
- 3) In the above mentioned circumstances, R.D. Alloys Pvt. Ltd. became the owner of **ALL THAT** the Said Land i.e., **ALL THAT** the pieces and parcels of land measuring about 4 (four) Bighas 8 (eight) Cottahs 9 (nine) Chittacks together with the structures standing thereon lying and situate at Municipal premises No. 2B, Pagladanga Road, Kolkata – 700 015, Police Station – Tangra, within Ward No. 57 of the Kolkata Municipal Corporation, District 24 Parganas (South).

- 4) R.D. Alloys Private Limited got its name mutated in the records of the Kolkata Municipal Corporation (then Calcutta Municipal Corporation) with respect to the Said Land under Assessee No. 11-057-2100-14-5.
- 5) R.D. Alloys Pvt. Ltd. was engaged in the business of manufacture of whole tyre crumb rubber. R.D. Alloys Pvt. Ltd. had taken a loan from Indian Overseas Bank. Upon R.D. Alloys Pvt. Ltd.'s default, Indian Overseas Bank filed an application under Section 7 of the Insolvency and Bankruptcy Code, 2016 (in short "IBC") before the Hon'ble NCLT, Kolkata Bench against R.D. Alloys Pvt. Ltd. being CP (IB) No. 1726/KB/2018 and vide Order dated 25<sup>th</sup> October, 2019, the Hon'ble NCLT, Kolkata Bench was pleased to admit Indian Overseas Bank's application under section 7 of the IBC. Pursuant thereto, Ms. Mamta Binani was appointed as the Resolution Professional ("RP") of R.D. Alloys Pvt. Ltd.
- 6) As part of the corporate insolvency resolution process of R.D. Alloys Pvt. Ltd., the RP issued an invitation for submission of expression of interest ("EOI") calling upon interested and qualified parties to submit their resolution plans. One Glix Securities Private Limited submitted its EOI to the RP for submission of its Resolution Plan and subsequently submitted its Resolution Plan on 4<sup>th</sup> November 2020. The Resolution Plan submitted by Glix Securities Private Limited was duly approved by the Committee of Creditors of R.D. Alloys Pvt. Ltd by 100% majority at the 14<sup>th</sup> COC meeting held on 6<sup>th</sup> November, 2020 and subsequently by an Order dated 24<sup>th</sup> March, 2021, the Resolution Plan of Glix Securities Private Limited was duly approved by the Adjudicating Authority i.e., National Company Law Tribunal, Kolkata Bench.
- 7) Upon approval of the Resolution Plan as above, the Resolution Plan was implemented by Glix Securities Private Limited as per the terms and conditions contained therein and the Resolution Plan was fully consummated as evidenced by the Consummation Certificate dated 8<sup>th</sup> October, 2021 issued by the RP.
- 8) Vide No objection certificate bearing No. 926/ULC/Kolkata/2023 dated 11th April, 2023, the Competent Authority, ULC, Kolkata granted its no objection to R.D. Alloys Private Limited for sanction of the building plans under the provisions of the Urban Land (Ceiling and Regulation) Act, 1976.
- 9) Vide development agreement dated 29th September, 2023 ("**Principal Development Agreement**") made between the Owner herein and the Developer herein (then known as Bergamot Conbuild LLP), the Owner granted development rights in respect of the Said Land in favour of the Developer to be exercised by the Developer in accordance with the terms and conditions contained therein. The Principal Development Agreement was registered at the office of District Sub-Registrar-I, Alipore, South 24 Parganas in Book No. I, Volume No. 1601-2023, Page Nos. 82345 to 82401, Being No. 160102360 for the year 2023.

- 10) Pursuant to the Principal Development Agreement, the Owner issued and registered a Power of Attorney dated 26th July, 2024 in favour of the Developer herein granting various powers and authorities to the Developer to perform its obligations under the Principal Development Agreement. The Power of Attorney was registered at the office of District Sub-Registrar I, South 24 Parganas, in Book No. I, Volume No. 1601-2024, Page Nos. 55244 to 55265, Being No. 160101502 for the year 2024.
- 11) Subsequently, the name of Bergamot Conbuild LLP was changed to NPR Purti Conbuild LLP vide Fresh Certificate of Incorporation consequent upon change of name dated 28<sup>th</sup> November, 2024 issued by the Ministry of Corporate Affairs, Government of India.

### **SCHEDULE C**

#### **PART - I**

#### **(FLAT)**

All That the [*bare shell/ finished*] residential Flat No. [●] on the [●] floor (including the store room and also a toilet inside the store room therein being No. [●] on the [●] floor adjacent to the said Flat together with the right to use the common passage leading to and from the said store room to be used in common by the allottees who have been allotted Flats on the said floor) in Block A of the Building being constructed on the Said Land forming part of the Project (described in **Schedule A** above), having a Carpet Area of [●] square feet more or less, with the respective areas of the Balcony/Verandah and the Private Open Terrace, if any, being respectively [●] square feet more or less and [●] square feet more or less. The total carpet area of the Flat (including store room) and the Balcony/Verandah/ Private Open Terrace is [●] square feet more or less.

#### **PART - II**

#### **(CAR PARKING SPACE)**

**ALL THAT** the right to use [●] ([●]) numbers of [covered/open/ stack] car parking space(s) on [●]([●]) floor in the Block [●] of the Building bearing Nos. [●] and [●] being constructed on the Said Land forming part of the Project (described in **Schedule A** above) earmarked and/or to be identified and designated by the Promoter.

The Plan of the Apartment (showing the Flat and the Store Room delineated in Red colour) and Car Parking Space (showing the Car Parking Space delineated in Blue colour) is on the floor plan being **Schedule D** below.

### **SCHEDULE D**

#### **(FLOOR PLAN OF THE APARTMENT)**

**[To be added]**

**SCHEDULE E**  
**(COMMON AREAS, AMENITIES AND FACILITIES)**

1. The Said Land;
2. The driveway within the Building
3. Common DG set as identified by the Promoter
4. Common Guard Room as identified by the Promoter
5. Underground Sewage Treatment Plant (STP) to be located/installed at such portion/area of the Said Premises as identified by the Promoter
6. Underground Domestic Water Tanks to be located/installed at such portion(s)/area(s) of the Said Land as identified by the Promoter
7. The entrance lobby for the Building
8. The common driveway within the Said Land to access the Car Parking Space(s)
9. All the staircases within the Building
10. All the lifts within the Building
11. All the common toilets within the Building
12. The gate houses and if any boom barrier within the Said Land
13. The lift lobby and service lift lobby within the Building
14. All the fire refuge Areas within the Building
15. All the mumty rooms, meter rooms, overhead tanks and electrical transformer and/or open to sky CESC and/or electrical installation rooms as identified by the Promoter
16. All the electrical and service infrastructure identified by the Promoter
17. All the service shafts within the Building
18. Ultimate roof
19. The entire the fire fighting installation.
20. Amenities and facilities



- a. Rooftop Swimming Pool
- b. Rooftop Party Zone
- c. Gymnasium
- d. Toddler's Zone
- e. Indoor Games Room
- f. Community Hall with Landscaped Lawn
- g. Open Yoga/ Meditation Deck
- h. Turf

**SCHEDULE F**  
**(MAINTENANCE CHARGES/COMMON EXPENSES)**

- (a) **Association:** Establishment and all other capital and operational expenses of the Association.
- (b) **Common Utilities:** All charges and security deposits for supply, operation and maintenance of common utilities.
- (c) **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment.
- (d) **Litigation:** After handing over of possession all litigation expenses incurred for the Common Purposes and relating to common use and enjoyment of the Common Areas, Amenities and Facilities.
- (e) **Maintenance:** All costs for maintaining, operating, replacing, repairing, white- washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas, Amenities and Facilities, including the exterior or interior (but not inside any unit/apartment) walls of the Building.
- (f) **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas, Amenities and Facilities of the Said Land, including lifts, generator, changeover switches, CCTV, if any, EPABX, if any, pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas, Amenities and Facilities.
- (g) **Rates and Taxes:** Property tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the Building and/or the Said Land save those separately assessed on the Allottee.
- (h) **Staff:** The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians, etc. including their perquisites, bonus and other emoluments and benefits.

- (i) **General & Out Pocket Expenses:** All other expenses and/or outgoings including litigation expenses, if any, as may be incurred by the Promoter/Maintenance Agency/ Association for the Common Purposes.

**SCHEDULE G**  
**(EXTRA CHARGES AND DEPOSITS)**

**(PART I – EXTRA CHARGES)**

The following are not included in the Total Price and the Allottee has agreed and undertakes to pay the following within 15 (fifteen) days of demand without raising any objection whatsoever regarding the same:

- (i) Generator Power Backup (Rs. 25,000 per KVA) as per requirement: Rs. [•]/- (Rupees [•] only)
- (ii) Legal Charges per apartment : Rs. [•]/- (Rupees [•] only)
- (iii) Mutation Costs & Expenses: Rs. [•]/- (Rupees [•] only)
- (iv) CESC Cost & Expenses for Electricity Infrastructure: Rs. [•]/- (Rupees [•] only)
- (v) Charges for providing Club Amenities & Facilities: Rs. [•]/- (Rupees [•] only)
- (vi) Goods and Services Tax (GST) payable on the Total Price and/or on sale / transfer of the Apartment to the Allottee and payment of the same shall be made on or before the date the same is payable as per law or alongwith the payment of the respective installment or within 15 (fifteen) days of demand by the Promoter, whichever is the earliest.
- (vii) Betterment and/or development charges and any other tax, duty levy, cess, or charge that may be imposed or charged, if any, in connection with construction or transfer of the Apartment in favour of the Allottee.
- (viii) Stamp duty and registration fee and all other taxes, levies and other allied expenses relating to this Deed and all other papers and documents that may be required to be executed and/or registered in pursuance hereof and/or relating to the Apartment and any additional/deficit stamp duty, additional/deficit registration fee, penalty, interest or any other levy, if any, that may be imposed in this regard at any time together with miscellaneous expenses for registration of each document.
- (ix) Price, cost, charges and expenses levied by the Promoter for any additional or extra work done and/or any additional amenity or facility provided and/or for any changes, additions, alterations or variation made in the

Apartment, and/or the agreed specifications, including the costs, charges and expenses for revision/registration/regularization of the Sanctioned Plan in relation to the Apartment.

**(PART II – DEPOSITS)**

(a)	CESC electricity meter deposit:	At actuals
(b)	Maintenance deposit:	Rs. [•]/- (Rupees [•] only)
(c)	Sinking fund:	Rs. [•]/- (Rupees [•] only)
(d)	Municipal rates and taxes deposit:	Rs. [•]/- (Rupees [•] only)

Applicable Goods and Services Tax and any other tax, duty, levy, cess, etc., if applicable, on the above amounts shall be paid by the Allottee in addition to the above.

**SCHEDULE H  
(PAYMENT MADE BY THE ALLOTTEE)**

<b>Inputs</b>	
<b>Type</b>	
<b>Floor</b>	
<b>Parking Type 1</b>	
<b>Parking Type 2</b>	
<b>Parking Type 3</b>	
<b>Apartment Number</b>	
<b>Details of the Flat</b>	
Apartment (RERA Carpet Area - square feet)	
Balcony (RERA Carpet Area - square feet)	
Private Open Terrace (RERA Carpet Area - square feet)	
<b>Apartment Consideration(A)</b>	
<b>Extra Charges</b>	
Generator Power Backup (Rs. 25,000 per KVA) As per requirement	

Legal Charges per apartment (includes incidental expenses for registration twice & Association formation charges.) Stamp Duty and Registration fees to be paid by the Allottee at actuals	
Reimbursement of Mutation Costs & Expenses	
Reimbursement of CESC Cost & Expenses for Electricity Infrastructure	
Charges for providing Club Amenities & Facilities	
<b>Extra Charges (B)</b>	
<b>Apartment Consideration + Extra Charges (A+B)</b>	
<b>Interest Free Deposits</b>	
CESC Electricity Meter Deposit	
Maintenance Deposit	
Sinking Fund	
Municipal Rates and Tax Deposit	
<b>Deposits (C)</b>	
<b>Total Amount Payable (Including Price+ Extra Charges &amp; Interest Free Deposits) [A+B+C]</b>	
<b>GST Calculation (@ Current rates)</b>	
<b>Total GST Payable (Subject to change)</b>	
<b>SBU Area in square feet for the purpose of KMC Mutation</b>	
<b>SBU area in square feet</b>	

**SCHEDULE I**  
**(MUTUAL EASEMENTS & RESTRICTIONS)**

The under mentioned rights easements and quasi easements privileges of the Allottee to be enjoyed along with other co-occupiers.

- (i) The Allottee(s) shall be entitled to all rights privileges vertical and lateral supports easements, quasi-easements and appurtenances whatsoever belonging to or in any way appertaining to the Apartment or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING UNTO THE Association the rights easements quasi easements privileges and appurtenances.
- (ii) The right of access and passage in common with the Association and/or the other allottees and occupiers of the Building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, lifts and electrical installations and all other covered common areas installations and facilities in the Building and the Said Land.

- (iii) The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the Apartment with or without vehicles over and along the drive-ways and pathways excepting area which are reserved and PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Allottee or any person deriving title under the Allottee or the servants, agents, employees and invitees of the Allottee to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of or other person or persons including the other allottees and the Association along such drive way and path ways as aforesaid.
- (iv) The right of support shelter and protection of the Apartment by or from all parts of the Building so far they now support shelter or protect the same.
- (v) The right of passage in common as aforesaid electricity water and soil from and to the Apartment through pipes drains wires and conduits lying or being in under through or over the Building and the Said Land so as far as may be reasonable necessary for the beneficial occupation of the Apartment and for all purposes whatsoever.
- (vi) The right with or without workmen and necessary materials for the Allottee to enter from time to time upon the other parts of the Building(s) and the Said Land for the purpose of repairing so far as may be necessary the pipes drain wires and conduits aforesaid and for the purpose of rebuilding, repairing repainting or cleaning any parts of the Apartment in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving twenty four hours' previous notice in writing of its intention so to enter to the other allottees and occupiers of the other spaces and portion of the Building(s).

**SCHEDULE J**  
**(HOUSE RULES AND COVENANTS)**

The Allottee has agreed undertaken and covenanted to:

- (a) to co-operate with the Promoter/Maintenance Agency/Association in the management maintenance control and administration of the Project and the Premises and other Common Purposes.
- (b) to use the Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter and obtained and shall not do or permit to be done any obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral activity at the Apartment or any activity which may cause nuisance or annoyance to the allottees.
- (c) Without prejudice to the generality of the foregoing, not to use the Apartment or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club,

Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other allottees.

- (d) Not to put up or affix any nameplate or letter box or neon-sign or sign board or other similar things or articles in the Common Areas, Amenities and Facilities or on the outside wall of the Apartment and/or Building or anywhere in the Project **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Allottee to put a decent nameplate outside the main gate of his/her/their/its Apartment. It is hereby expressly made clear that in no event the Allottee shall open out any additional window or any other apparatus protruding outside the exterior of the Apartment save that the Allottee shall have the right install window/ split air-conditioners at the place/s provided therefor in the Apartment.
- (e) Not to partition or sub-divide the Apartment nor to commit or permit to be committed any form of alteration or changes in the Apartment or in the beams, columns, pillars of the Buildings at the Project passing through the Apartment or the Common Areas, Amenities and Facilities for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Apartments in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Buildings at the Project or any part thereof.
- (f) Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
- (g) Not to install or keep or operate any generator in the Apartment or in the balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Apartment is situate or in any other Common Areas, Amenities and Facilities of the Buildings at the Project or the Said Land save the battery operated inverter inside the Apartment.
- (h) Not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders.
- (i) To maintain at his/ her/ its own costs, the Apartment and the balcony, in the same good condition state and order in which it be delivered to him/her/them/it and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, local Authority, CESC Limited, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Apartment as well as the user operation and maintenance of lifts, generators, tube- well, water, electricity, drainage, sewerage and other installations and amenities at the

Project.

- (j) To draw electric lines/wires, television cables, broadband data cables and telephone cables to the Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other allottees. The main electric meter shall be installed only at the common meter space in the said Project. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion and outside walls of the Building.
- (k) Not to sub-divide the Apartment and Car Parking Space under any circumstances.
- (l) Not use or permit to be used the Apartment or the Common Areas, Amenities and Facilities or the Car Parking Space, if any, in such manner or commit any such act, which may in any manner cause nuisance or annoyance to other allottees/ occupants of the Project and/or the neighboring properties and not to make or permit to be made any disturbance or to do or permit anything to be done that will interfere with the rights, comforts or convenience of other allottees/ occupants of the said Project.
- (m) Not carry on or cause to be carried on any obnoxious or injurious activity in or through the Apartment, the Car Parking Space, if any and the Common Areas, Amenities and Facilities.
- (n) Not to keep any heavy articles or things that are likely to damage the floors or install or operate any machine or equipment save the usual home appliances.
- (o) Not to alter the outer elevation or façade or colour scheme of the Buildings at the Project (including grills, verandahs, lounges, external doors and windows etc.,) or any part thereof in any manner whatsoever.
- (p) Not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.
- (q) Not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
- (r) The Allottee shall not park any motor car, two wheeler or any other vehicle at any place in the Project (including at the open spaces at the Project) nor claim any right to park in any manner whatsoever or howsoever Provided that if the Allottee has been granted Car Parking Space, the facility of such parking shall be subject to the following conditions:-

1. The Allottee shall use only the space for Car Parking Space identified for him/her/them/it as per **Part II of Schedule C** hereto for parking;
  2. The Allottee to whom the Car Parking Space is allotted shall pay the Car Parking Maintenance Charges punctually and without any delay or default;
  3. The Allottee shall use the Car Parking Space, only for the purpose of parking of his/her/their/it medium sized motor car that could comfortably fit in the allotted Car Parking Space.
  4. No construction or storage of any nature shall be permitted on any Car Parking Space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whatsoever.
  5. The Allottee shall not park any vehicle of any description anywhere within the Project save and except his/her/their/its designated Car Parking Space, if agreed to be granted to him.
  6. The Allottee shall not grant transfer let out or part with the Car Parking Space independent of the Flat nor *vice versa*.
  7. The Car Parking Space does not confer any right of space on which such parking facility is provided.
  8. In case due to any enactment or implementation of legislation, rule, bye- law or order of any judicial or other authority, the individual exclusive Car Parking Space at the space earmarked for the Allottee is not permissible, then the Allottee shall neither hold the Promoter and/or the Owner liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Owner.
  9. In case the Allottee's Car Parking Space is inter-dependent with any other parking facility in the Project or any part thereof then the Allottee shall not disturb/block the ingress and egress of car/two wheeler of the other Allottees of such facility or any other Allottees in the Project.
- (s) To allow the Promoter/Maintenance Agency/Association and its authorized representatives with or without workmen to enter into and upon the Apartment at all reasonable times for construction and completion of the Buildings at the Project and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Apartment within seven days of giving of a notice in writing by the Promoter/Maintenance Agency/Association to the Allottee thereabout;
- (t) To install firefighting and sensing system gadgets and equipment as required



under Applicable Law and shall keep the Apartment free from all hazards relating to fire.

- (u) To keep the Apartment and walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Apartment in the Project in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Buildings at the Project and not to do or cause to be done anything in or around the Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Apartment.
- (v) Not to store or cause to be stored and not to place or cause to be placed any goods, articles or things in the Common Areas, Amenities and Facilities.
- (w) Not obstruct the common pathways and passages or use the same for any purpose other than for ingress to and egress from the Apartment and the Car Parking Space, if any.
- (x) Not violate any of the rules and/or regulations laid down by the Promoter/Maintenance Agency/Association for use of the Common Areas, Amenities and Facilities.
- (y) Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas, Amenities and Facilities save at the places indicated therefore.
- (z) Not to do or permit to be done any act deed or thing which may render void or voidable any policy of insurance on any apartment or any part of the Buildings at the Project or may cause any increase in the premia payable in respect thereof.
- (aa) Not to commit or permit to be committed any alteration or changes in, or draw from outside the Buildings at the Project, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Apartment and any other Apartment in or portion of the Project.
- (bb) To use the Common Areas, Amenities and Facilities only to the extent required for ingress to and egress from the Apartment of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the Said Land by the Promoter and all other persons entitled thereto.
- (cc) To use the Common Areas, Amenities and Facilities with due care and caution and not hold the Promoter liable in any manner for any accident or damage while enjoying the Common Areas, Amenities and Facilities by the Allottee or his family members or any other person.

- (dd) Not to make any construction or addition or alteration or enclose any Common Areas, Amenities and Facilities nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.
- (ee) Not to claim any access or user of any other portion of the Project except the Building and the Common Areas, Amenities and Facilities mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
- (ff) Not to allow the watchmen, driver, domestic servants or any other person employed by the Allottee or his agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.
- (gg) No bird or animal shall be kept or harboured in the Common Areas, Amenities and Facilities of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the Common Areas, Amenities and Facilities of the Project unless accompanied. The Allottee shall not slaughter or sacrifice any animals in the Apartment and/or any part or portion of the Project.
- (hh) Keep the Common Areas, Amenities and Facilities, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the Said Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas, Amenities and Facilities and the Said Land.
- (ii) Not to change/alter/modify the names of the Project and/or any of the Buildings therein from those mentioned in this Deed and the AFS.
- (jj) The Allottee agrees, declares and confirms that the right, title and interest of the Allottee is and shall be confined only to the Apartment, the Car Parking Space and the other components of the Apartment and that the Promoter shall at all times be entitled to deal with and dispose of all other apartments, units, parking spaces/facilities, constructed spaces and portions of the Project in favour of third parties at such consideration and its sole discretion, which the Allottee hereby accepts and to which the Allottee, under no circumstances, shall be entitled to raise any objection.
- (kk) All other terms and conditions contained in the AFS (including specifically Schedule H thereof).

**IN WITNESS WHEREOF** the Parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

<p><b>SIGNED AND DELIVERED</b> by and on behalf of the <b>OWNER</b> at _____ in the presence of:</p> <p>1.</p> <p>2.</p>	<p>_____</p> <p>Name:</p> <p>Designation:</p>
<p><b>SIGNED AND DELIVERED</b> by and on behalf of the <b>PROMOTER</b> at _____ in the presence of:</p> <p>1.</p> <p>2.</p>	<p>_____</p> <p>Name:</p> <p>Designation:</p>
<p><b>SIGNED AND DELIVERED</b> by the <b>ALLOTTEE</b> at _____ in the presence of:</p> <p>1.</p> <p>2.</p>	<p>_____</p> <p>Name:</p>

Drafted by

**RECEIPT AND MEMO OF CONSIDERATION:**

RECEIVED from the withinnamed Allottee the withinmentioned sum of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only) being the consideration in full payable under these presents as per memo written hereinbelow:

**MEMO OF CONSIDERATION**

Sl. No.	By or out of Cash/ Cheque No.	Date	Bank, Branch	Cheque Amount (including tax)	GST Deductions	Consideration Amount (Excluding GST)
1						
2						
3						
4						
5						
6						
					TDS Deductions:	
					Total:	

(Rupees \_\_\_\_\_ only)