

Deed of CONVEYANCE

THIS DEED OF CONVEYANCE ("DEED") is made on this the _____ day of _____, 20_____.

BY AND BETWEEN

AMBUJA REALTY DEVELOPMENT LIMITED, (PAN: AAFC44593G), a Company incorporated under the Companies Act, 1956 and an existing company under the Companies Act, 2013, as amended up-to-date having its registered office at Ecospace Business Park, Block: 4B, 6th Floor, Premises No.IIF/11, Action Area-II, New Town, Police Station: New Town, Post Office: New Town, Kolkata-700160, District: North 24 Parganas, West Bengal, India, represented by its Authorized Signatory, _____, (PAN: _____), (Aadhaar No. _____), (Mobile No. _____), son of _____, working at Ecospace Business Park, Block: 4B, 6th Floor, Premises No.IIF/11, Action Area-II, New Town, Police Station: New Town, Post Office: New Town, Kolkata-700160, District: North 24 Parganas, West Bengal, India, duly authorized vide Board Resolution dated _____, hereinafter referred to as the "Owner/Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assigns):

AND

Page 1 of 28

Ambuja Realty Development Limited



Authorized Signatory

Mr./Ms. _____, (PAN: _____), (Aadhaar No. _____), (Mobile No. _____), son of/wife of/daughter of Mr. _____, by nationality: Indian, By faith: _____, by occupation: _____, residing at _____, District: _____, Police Station: _____, Post Office: _____, PIN- _____, and (2) Mr./Ms. _____, (PAN: _____), (Aadhaar No. _____), (Mobile No. _____), son of/wife of/daughter of Mr. _____, by nationality: Indian, By faith: _____, by occupation: _____, residing at _____, District: _____, Police Station: _____, Post Office: _____, PIN- _____, hereinafter referred to as the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assigns):

The Owner/Promoter and the Purchaser shall hereinafter collectively be referred to as the "PARTIES" and individually as a "PARTY".

WHEREAS:

- A. (i) By virtue of the Indenture of Sale dated 2nd May, 2024, registered from the office of the Additional Registrar of Assurances-IV, Kolkata, recorded in Book No. I, Volume No. 1904-2024, at page 326404-326439, Being No. 190406562 for the year 2024, the West Bengal Housing Infrastructure Development Corporation Limited (WBHIDCO) (the vendor, therein) sold, transferred and conveyed the land measuring 10.50 Acres (42492 Sq. Mt.), more or less, being R.S./L.R. Plot No. 651 (Part) in Mouza Nonadanga, J.L. No. 10, recorded in L.R. Khatian No. 615, situate lying at and being Municipal Premises/Holding No. 826, Chowbagha, PIN-700107, under Kolkata Municipal Corporation (KMC), ward No. 108, Police Station Anandapur (formerly, Tiljala), District South 24 Parganas, Additional District Sub-Registration Office Alipore, West Bengal ("Project Land") to the Ambuja Realty Development Limited, (the Owner/Promoter, herein and purchaser, therein), free from all encumbrances. The Project Land is described in Schedule-"A", herein below and demarcated in RED border on the Map/Plan annexed hereto and marked as Annexure-"I".
- (ii) The Owner/Promoter got possession of the Project Land vide Memo No. MP-B/HIDCO/EM/22B/8400 dated 15.05.2024 from WBHIDCO and since then the Owner/Promoter is in lawful, khas, vacant and peaceful possession of the Project Land.
- (iii) The Owner/Promoter got the Project Land mutated in it's name as a owner in the records of B.L.&L.R.O., Kolkata, in L.R. Khatian No. 615, J.L. No. 10, Mouza-Nonadanga. The Owner/Promoter also got recorded it's name in the records of title of the KMC vide a certificate of mutation dated 21.11.2024, being Assessee no. 311080310436.
- (iv) The Owner/Promoter converted the Project Land for development of the Project (defined below), from the District Land & Land Reforms Officer, South 24 Parganas, West Bengal.

- (v) The Owner/Promoter caused sanction of a single integrated building plan for the Project Land/Total Land by the Kolkata Municipal Corporation (KMC). The KMC vide their letter dated _____ (bearing Building Permit No. _____) granted sanction of the building plan, proposing development and construction on the Project Land. The Project (defined *hereinafter*) is to be used for residential purposes with the *allied* amenities and facilities as approved by the authorities.
- (vi) The Owner/ Promoter is in process of developing a building complex, christened as "**Utpalaa - The Condoville**", comprising ____ residential buildings and a building with allied facilities(hereinafter altogether referred to as the "**Project**") on the Project Land more fully described in **Part-"I"** of **Schedule-"A"** herein and depicted in RED border on the Map/Plan annexed hereto and marked as **Annexure-"I"**.
- (v) The Project comprises of:
- (a) A cluster of six (6) (G+27 storied) buildings known as Prathama, Dwitiya, Tritiya, Chaturthi, Panchami and Sasthi;
 - (b) One (1) B+G+2 storied building comprising of various common facilities and amenities there at. The common facilities and amenities in this building **alongwith** certain other facilities located at the 1st floor of Tritiya and Chaturthi altogether will be known as Residents' Activity Centre (RAC) and will be christened as "**Club Nova**"; and
 - (c) A Basement + Ground floor structure having parking spaces in its basement and at ground floor and many recreational facilities, utilities, amenities and installations on its 1st floor podium level covered and open areas, which are dedicated to and intended for use and enjoyment in common by all the allottee(s)/purchaser(s) of the Project. These areas amenities and facilities are more particularly described in **Schedule- "C"** (hereinafter referred to as the "**Project Common Areas**"). This structure is connected with all the residential towers at Ground level and 1st floor podium level.

The development/ construction as detailed in _____ to _____ above shall be treated as a single and one real estate project for the purpose of the Real Estate (Regulation and Development) Act, 2016 (**Act**).

- B. The Project has been registered as a separated real estate project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (the "**Act**") with the West Bengal Real Estate (Regulation and Development) Authority ("**Authority**") at _____ on _____ under Registration No. _____.
- C. The Purchaser had applied for an apartment in the Project vide **Application No.** _____ dated _____ and was allotted a residential **Apartment No.** _____ having **carpet area** of _____ **Square Metre** (equivalent to _____ **Square Feet**), along with an exclusive **balcony area** of _____ **Square Metre**, (equivalent to _____ **Square Feet**) more or less, [corresponding to **super built-up area** of _____ **Square Meter** (equivalent to _____ **Square Feet**) more or less] **Type** _____, altogether located on _____ floor

in _____ (_____) within the Project **TOGETHER WITH** exclusive right to park vehicle in _____ no. of Covered parking space(s), each measuring _____ **Square Meter** (equivalent to 135 **Square Feet** more or less), being No(s). _____, in the _____ & _____ (Basement level/Ground floor), respectively, of the Project **AND TOGETHER WITH AND** the pro rata undivided, impartible and variable share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act, parts, portions, installation and facilities of the Project in common with the remaining allottees/purchasers of Project and the Owner/Promoter in respect of the unallotted apartments in the Project (hereinafter collectively referred to as the "**Project Common Areas**"), more particularly described in **Schedule-"C"** hereto (hereinafter collectively, referred to as the "**Apartment**" more particularly described in **Schedule-"B"**. The Apartment along with exclusive balcony is delineated in **RED** border on the floor plan of _____ annexed hereto and marked as **Annexure-"II"**. The Parking Space(s) is/are delineated in **GREEN** border on the plan/map annexed hereto and marked as **Annexure-"III"**).

- D. By an allotment letter dated _____ ("**Allotment Letter**") the Owner/Promoter had allotted the Apartment, and the Purchaser accepted such allotment for a total price of Rs. _____/- (**Rupees** _____) only ("**Total Price**") and on the terms and conditions as mentioned therein with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project and their mutual rights and obligations subject to the terms and conditions contained in the application form and Allotment Letter, which terms and conditions, for all purposes and unless repugnant to the context, shall form part of this Deed of Conveyance and in case of any contradiction, the terms contained in this Deed of Conveyance shall prevail.
- E. By an Agreement for Sale dated _____ and registered in the office of _____, West Bengal, recorded in Book _____, Volume Number _____, Page from _____ to _____, Being No _____ for the year _____ (hereinafter referred to as the "**Agreement For Sale**") the Owner/Promoter agreed to sell, transfer and convey and the Purchaser agreed to purchase the Apartment with all rights, title, interest and the properties appurtenant thereto for the Total Price and on the terms and conditions as mentioned therein with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Project and their mutual rights and obligations.
- F. Currently, the Owner/Promoter has already developed and completed the construction of _____ and _____ including the apartments therein has been issued the [Block-wise Completion Certificate or Occupancy Certificate or Partial Completion Certificate or Partial Occupancy Certificate] for _____ and _____, vide letter No. _____ dated _____ issued by the KMC. The Apartment is situated in _____.
- G. The Purchaser has from time to time paid the Total Price as mutually agreed and recorded in the Agreement for Sale.
- H. The Owner/Promoter called upon the Purchaser to take lawful, vacant, peaceful physical possession of the Apartment and pursuant thereto the Purchaser has taken possession of the Apartment to the Purchaser's full satisfaction.
- I. Before taking possession of the Apartment, the Purchaser has:

- (a) seen and examined the specifications, components of the Project Common Areas and the specifications, amenities and facilities, more particularly described in **Schedule- "C"** hereto, which had been approved by the competent authority, as also the manner of construction thereof and have fully satisfied himself/herself with regard thereto and shall not make any claim or demand whatsoever against the Owner/Promoter concerning the same, save and except, as mentioned in Clause _____ herein.;
 - (b) satisfied itself about the title of the Owner/Promoter to the Project Land and the documents relating to the title of the Project Land, the right of the Owner/Promoter, the plan of the Project, the materials used in the Apartment and appurtenances, the workmanship and measurement of the Apartment, the carpet area whereof has been confirmed to the Purchaser;
 - (c) caused necessary due diligence and satisfied himself/itself about the (i) rights of the Owner/Promoter and (ii) right and interest of the Promoter in respect of the Project Land and all legal incidents and matters in relation thereto.
- J. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Deed and all applicable laws, are now willing to enter into this Deed on the terms and conditions appearing hereinafter to complete the grant transfer and conveyance by sale of the Apartment by the Owner/Promoter to and in favour of the Purchaser.

NOW, THEREFORE, THIS DEED OF CONVEYANCE WITNESSETH THAT:

1. CONVEYANCE AND TRANSFER BY SALE:

- 1.1 In consideration of the payment of the Total Price reserved and of the covenants, terms, conditions, stipulations and/or agreements hereinafter contained and on the part of the Purchaser to be paid observed and performed, the Owner/Promoter hereby sells, transfers and conveys to the Purchaser the residential **Apartment No.** _____ having **carpet area** of _____ **Square Metre** (equivalent to _____ **Square Feet**), along with an exclusive **balcony area** of _____ **Square Metre**, (equivalent to _____ **Square Feet**) more or less, [corresponding to **super built-up area** of _____ **Square Meter** (equivalent to _____ **Square Feet**) more or less] **Type** _____, altogether located on _____ **floor** in _____ within the Project **TOGETHER WITH** exclusive right to park vehicle in _____ **no.** of Covered parking space(s), each measuring _____ **Square Meter** (equivalent to 135 **Square Feet** more or less), being No(s). _____, in the _____ & _____ (Basement level/Ground floor), respectively, of the Project **AND TOGETHER WITH AND** Project Common Areas i.e. the pro rata undivided, impartible and variable share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act, parts, portions, installation and facilities of the Project in common with the remaining allottees/purchasers of Project and the Owner/Promoter in respect of the unallotted apartments in the Project, more particularly described in **Schedule-"C"** hereto **ALONG WITH** all rights, benefits, liberties, privileges, sewers, drains, easements and appurtenant whatsoever and **TO HAVE AND TO HOLD** the Apartment and every part thereof and the properties appurtenant thereto (all collectively, herein before defined as the **Apartment**) **SUBJECT HOWEVER** to the observance and performance by the Purchaser of all the covenants, stipulations, restrictions and obligations mentioned hereinafter all of which shall be and be deemed

to be covenants running with the Project Land **AND FURTHER SUBJECT** to the observance and performance by the Purchaser of all the terms and conditions of the management, administration and maintenance of the Project **AND FURTHER SUBJECT** to the Purchaser paying and discharging all existing and future maintenance charges, rates, taxes, impositions, outgoings etc. wholly in respect of the Apartment and proportionately with respect to the Project Common Areas from the date of its possession and/or the deemed date of possession, as the case may be. The Apartment along with the exclusive balcony is delineated in **RED** border on the floor plan of _____ annexed hereto and marked as **Annexure-"II"** hereto. The Parking Space(s) is/are delineated in **GREEN** border on the plan/map annexed and marked as **Annexure-"III"** hereto.

- 1.2 Unless contrary to the context, the capitalised term '**Apartment**' (defined above) wherever used in this Deed of Conveyance shall include all the properties and rights mentioned in Clause 1.1 hereinabove which are being hereby sold and/or granted and it is expressly made clear that the same constitute one residential unit.
- 1.3 It is expressly clarified herein in respect of the residential apartments, parking and other spaces, properties and other rights comprised in the Project which are not intended to be transferred to the Purchaser as aforesaid, the Owner/Promoter shall be entitled to use, utilise, transfer, 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 them in their absolute discretion, without any reference or objection of the Purchaser. The Purchaser 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.
- 1.4 The Purchaser shall use and enjoy the Apartment in the manner not inconsistent with his rights hereunder and without committing any breach, default, violation and without creating any hindrance relating to the rights of any other allottees/purchasers and/or of the Owner/Promoter.
- 1.5 The Purchaser shall be entitled **TO HAVE AND TO HOLD** the Apartment hereby granted, sold, conveyed, transferred, assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser absolutely and forever in the manner not inconsistent with his rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of the Owner/Promoter and any other purchaser in the Project and/or the other buildings comprised in the Project.
- 1.6 The sale of the Apartment is together with and always subject to the easements and restrictions and the terms, conditions, restrictions, stipulations, obligations and covenants of this Deed of Conveyance, which shall be covenants running with the Apartment.

2. MAINTENANCE OF THE PROJECT COMMON AREAS AND THE COMMON FACILITIES:

- 2.1 The Owner/Promoter shall be responsible to provide and maintain essential services of the Project till the taking over of the maintenance of the Project by the Association (*defined hereinafter*) of the allottees/purchasers. The cost of such maintenance for 1 (one) year from the deemed date of possession of the Apartment ("**Interim Maintenance Period**") has been

- included in the Total Price of the Apartment and termed as "Interim Maintenance Charges". It is further clarified that after the Interim Maintenance Period, the maintenance charges for the Project Common Areas And Facilities shall be liable to increase from time to time by the Owner/Promoter/Association, as the case may be. So long as the maintenance of the Project Common Areas Facilities are not taken over by the Association (*defined hereinafter*), the maintenance activities will be operated by the Owner/Promoter or through its nominee on a "cost plus" basis to ensure a reasonable return for the effort to be made in respect of the maintenance of the Project Common Areas & Facilities.
- 2.2 It is assumed that the Association (*defined below*) shall be formed, and maintenance and management of the Project Common Areas & Common Facilities will be taken over by the allottees/purchasers within a period of 1 (one year) from the date of the Completion Certificate of the last building of the Project or the Completion Certificate of the entire Project is received. In case the formation of the Association(*defined below*) is delayed beyond the 1 (one) year period from the date of completion of the last building of the Project, the Owner/Promoter may provide and maintain the essential services on ad- hoc basis in the Project till the Association(*defined below*) is formed and the Project is handed over to the Association(*defined below*) and the Purchaser shall pay without any demur and delay to the Owner/Promoter, the Maintenance Charges as may be decided by the Owner/Promoter or it's maintenance agency for providing such maintenance or the Owner/Promoter may hand it over to the Competent Authority under the Act.
- 2.3 It is clarified that since most of the common facilities, utilities, amenities and installations are spread across the podium (*described above*) of the Project, which will be ready in its entirety only after completion of the last building in the Project and therefore, these facilities will be ready for use after the last tower/building is completed. Therefore, the Purchaser cannot site the non-completion of entire project common area as the evidence of non-fulfilment of the promise(s) in this Agreement for Sale.
- 2.4 In case the Apartment is handed over to the Purchaser before completion of all the buildings, then, and, in that event, the Purchaser will be liable to pay the common area maintenance charges in the manner as may be decided the Owner/Promoter.
- 2.5 The Purchaser has paid the Interim Maintenance Charges as mentioned in the Agreement for Sale. The computation/ calculation of the maintenance charges at present, is based on the Consumer Price Index (CPI) published by Central Statistics Office (CSO), Ministry of Statistics and Programme Implementation as on January, 2025 assuming that the Association shall be formed and maintenance and management of the Project Common Areas and facilities has been taken over by the allottees/purchasers within a period of 1 year from the date of completion of the entire Project with all the buildings (including the RAC facility building).
- 2.6 **Formation of Association:**
- a. The Project Common Areas and Facilities shall be handed over to the Association upon it's formation by the allottees/purchasers of the Project under the West Bengal Apartment Ownership Act, 1972 (Amended up-to date) (the "ASSOCIATION").
 - b. It is incumbent on the allottees/purchasers to complete the formalities of becoming members of Association and also to comply with the Rules and Bye-laws of the Association.

- c. The Owner/Promoter shall at an appropriate time or within a maximum period of 6 (six) months from the Date of receiving Completion Certificate of all the buildings in the Project shall notify the allottees/purchasers for formation of the Association in accordance with the West Bengal Apartment Ownership Act, 1972 so as to enable them to constitute/form such Association. It is clarified that the Association shall be formed and Project Common Areas and Facilities shall be transferred to the Association only after completing construction of all the buildings and receiving certificate therefor.
- d. The Purchaser, when called upon to do so by the Owner/Promoter, shall execute the necessary Declaration in **Form-A**, for submission of the Project to the provisions of the Apartment Ownership Act, 1972 to enable the formation of the Association, either by himself or through their attorneys, as may be advised by the Owner/Promoter for smooth and hassle free completion of the whole process.

2.7 **Extended Interim Maintenance Period:** During the extended maintenance period (i.e. the period of maintenance beyond the Interim Maintenance Period but before the handing over of the maintenance and management of the Common Areas & Facilities to the Association) the Owner/Promoter shall run, operate, manage and maintain (i) the RAC and (ii) the Project Common Areas & Facilities broadly in the following manner:

i. **The Residents' Activity Centre (RAC) and its Maintenance:**

- (a) The Owner/Promoter will set up a RAC (as described in () above) which will be constructed by the Owner/Promoter for use of the allottees/purchasers in the Project. The RAC will form part of the Project Common Areas and Facilities and will be handed over to the Association in due course.
- (b) The Owner/Promoter shall endeavor that running the RAC shall be done efficiently. The manpower for running the RAC facilities and collection of monthly subscription, guest charges and the user charges for the utilities/facilities (provided on "pay by use" basis) will be managed by the person appointed and made responsible by the Owner/Promoter.
- (c) During the Interim Maintenance Period and the Extended Interim Maintenance Period, the RAC shall be managed by the Owner/Promoter either by itself or through its nominee.
- (d) All the allottees/purchasers of the residential apartments of the Project will be a member of the RAC. The Charges payable by the Purchaser for becoming a member of the RAC has been included in the Total Price.
- (e) One membership of the RAC will entitle four persons of the same family to use RAC facilities. These four persons should be residing in the apartment. The allottees/purchasers may also request for Additional Membership for family member of the Purchaser who lawful occupant(s) in their apartment(s) (Additional Membership) will be, which may be permitted by the Owner/Promoter, subject to confirmation from the allottees/purchasers and on payment of the Additional Membership charge as given below:

Description	Amount (Rs.)	Payment Plan
-------------	--------------	--------------

Ambuja Realty Development Limited

 Authorized Signatory

Additional Membership Charge (One time, Non-refundable)	_____	On Allotment of Additional Membership
--	-------	---

- *Additional Membership shall mean, the membership allotted to a family member, other than spouse and dependent children of the allottees/purchasers.*
- *The tenant/lessee/licensee of the allottees/purchasers may use the RAC facilities on written confirmation of the allottee/purchaser as their tenant/lessee/licensee and on payment of monthly subscription only.*

- (f) The allottees/purchasers and the Additional Member(s) of the RAC may use the RAC facilities subject to payment of the monthly subscription ("**Monthly Subscription**") as given below:

Description	Amount (Rs.)	Payment Schedule
Monthly Subscription (Per Membership)	_____	From the date of commencement of RAC operations

This amount is on the basis of costs as are applicable and computed on the date of these presents and shall at all times be subject to revision from time to time.

- (g) The allottees/purchasers under the category of a Body Corporate or a Partnership firm or a HUF or any other Association of Persons will be required to nominate the occupier of their allotted apartments as the member of the RAC.
- (h) If the members bring guests to use the RAC facilities, they will be required to pay guest charges and this will be governed by the rules and regulations of the RAC.
- (i) Some of the facilities at the RAC shall be available to the members, subject to payment of the Monthly Subscription only, while other facilities will be available on "**pay by use**" basis over and above the Monthly Subscription. The detailed terms and conditions would be mentioned in the Interim Rule Book/Dos & Don'ts/SOP.
- (j) Detailed terms and conditions of the RAC membership, different charges and rules and regulations governing the usage of the RAC will be formulated in due course and circulated to all the members and the same will be binding on all the members (including Additional Members).
- (k) The Purchaser understands and accepts that the RAC subscription charges will be applicable on and payable by the Purchaser on taking possession of the Apartment. It is clarified that all the facilities of the RAC will only be ready/operational for use after all the buildings including the facility building are completed. However, if at the time possession of the Apartment, some of the RAC facilities are made operational, then, and in that event, the Purchaser as a member of the RAC, shall be entitled to use all those facilities which have been made operational at that point of time subject to payment of the RAC Subscription Charges in the manner and in the ratio as may be decided by the Owner/Promoter.

- (l) In case the Apartment is transferred by the Purchaser, the membership of the RAC will automatically stand transferred to the transferee of the Apartment and the transferor and any Additional Member(s), approved/confirmed user by the said transferor will automatically cease to be member/Additional Member(s)/user of the RAC.
 - (m) In case, the member becomes bankrupt or insolvent or makes any compromise arrangement with the creditors or does or suffers any act or things whereby the member becomes liable to the provision of Bankruptcy or Insolvency laws for the time being in force or have been adjudged bankrupt or insolvent, the RAC membership will automatically cease to exist.
- ii. **Maintenance of Other Common Areas & Facilities:** The maintenance and management of the Project Common Areas and Facilities will primarily include but not limited to maintenance of Internal Water supply, common Electrical installations, DG Sets, Solar Panels (if installed), Landscaping, Driveways, Parking areas, Lobbies, and Lifts & staircases etc. It will also include general safety and security of the Project Common Areas such as fire detection and protection and management of general security control of the Project.
- 2.8 The Rules/ Bye Laws to regulate the use and maintenance of the Project Common Areas and Facilities, including that of the RAC shall, during the Interim Maintenance Period and the Extended Interim Maintenance Period, be framed by the Owner/Promoter with such restrictions as may be necessary for proper maintenance and such rules/bye-laws shall always be framed subject to the following restrictions:
- (a) **Air Conditioning:** The Owner/Promoter has fixed the outdoor unit (ODU) of the Variable Refrigerant Flow (VRF) air-conditioning system at the designated place and connect the indoor unit (Standard high wall) with the refrigerant pipes (two in number - one supply and other return) in all the rooms and living area of An Apartment. The VRF air-conditioning system is provided only for the bedrooms and living room of the Apartment. The air-conditioning system does not cover the kitchen, apartment corridors, balconies, servant rooms etc. of the Apartment. The refrigerant pipelines shall follow the designed path and shall be exposed. In no case the Owner/Promoter would allow the change or customize the layout or path of the refrigerant pipelines. The Purchaser at its own cost would do interior works, boarding, panelling etc. if it desires to conceal the refrigerant pipes of the VRF refrigerant lines connecting the outdoor to various indoor units. As part of the handing over possession process, the Owner/Promoter will share a detailed Do's & Don'ts manual with the Purchaser. The Purchaser must strictly adhere to these guidelines related to installation and maintenance of the air conditioning system. In case the Purchaser desires to change the indoor units from highwall unit to other type of units like cassette type or above ceiling Fan Coil Unit (FCU) type, it shall directly enter into agreement with the supplier of the original indoor units and bear all the cost related with such changes. The Purchaser shall note that in case any change in the provided air-conditioning system is made with any supplier other than the one engaged by the Promoter, the responsibility of the warranty for the system shall not be available to the Purchaser.
 - (b) **Balconies/Terrace:** To maintain the aesthetics of the Building(s) and to provide equal enjoyment to all the allottees/purchasers, drying of clothes etc. is not advisable in the main balcony. The Purchaser understands that drying /hanging clothes, which is

visible from the open common areas interferes with aesthetics of the Project. The balconies in the Apartment will always remain balcony and no glazing/grill/cover will be permitted in the balconies to enclose the space or to disturb the aesthetics of the Project. No interference to the elevation/ façade of the Project is permitted. The design intent of the architects will be required to be maintained by the Purchaser. In case the Purchaser wants to put railing for his/her safety, he can do so only after due approval from the architect and as per guidelines given by the Owner/Promoter. Fixing tiles and change in shade/colour scheme in walls of balcony is not allowed as it aesthetically disturbs the façade/elevation of the building. In case it is found that the Purchaser has not followed the guidelines in this regard, the Owner/Promoter and/or the facility manager appointed by the Owner/Promoter will take necessary actions including but not limited to stopping the work immediately.

- (c) After the Project Common Areas and Facilities of the Project are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Owner/Promoter, with or without amendments, as may be deemed necessary by the Association.

2.9 **Maintenance & Other Security Deposits:** The Purchaser, on or before possession, has also paid an amount equivalent to 2 (two) years maintenance charges (the "**Maintenance Security Deposit**") which amount has been included in the Total Price of the Apartment as. All tax liabilities on account of the Maintenance Security Deposit have been borne by the Purchaser. The Owner/Promoter reserves the right to utilize this deposit to adjust any recoverable dues from the Purchaser. The Maintenance Security Deposit after adjustment/recovery of dues, if any, will be transferred/ handed over by the Owner/Promoter without any interest to the Association at the time of handing over the maintenance and management of the Project to the Association. **PROVIDED HOWEVER**, the Purchaser understands that prior to handing over the Maintenance Security Deposit to the Association, the Owner/Promoter shall be fully entitled and the Purchaser has hereby authorized the Owner/Promoter to deduct out of the deposits any/all amount of expenditure made by it towards the management, maintenance, upkeep and security of the Project Common Areas as well as the non-receipt of the Maintenance Charge from the Purchaser and the Owner/Promoter shall give due account of such deduction to the Association.

2.10 **Maintenance Corpus/Sinking Fund:** The Total Price includes an amount of Rs. _____/- (Rupees _____only) (**Maintenance Corpus/Sinking Fund**) for creation of Maintenance Corpus/ Sinking Fund towards creation of a maintenance corpus / sinking fund for major repairs, renovation and/or reconstruction of the Project Common Areas and Facilities of the Project and/or for similar other eventualities. All tax liabilities on account of the Maintenance Corpus/Sinking Fund have been borne by the Purchaser. The maintenance corpus/sinking fund shall be held, invested and applied by the Owner/Promoter as a trustee of the allottees/purchasers of the Project without requiring the express consent or approval of the allottees/purchasers. Subject to adjustment/recovery of any expenses incurred by the Owner/Promoter on account of major repairs, renovation and/or reconstruction of any of the Project Common Areas and facilities, this Maintenance Corpus/Sinking Fund together with interest (calculated on the basis of prevailing general interest rate on fixed deposits of 3 (three) years tenure offered by SBI (excluding any special rate)) net of Income Tax will be handed over to the Association at the time of handing over maintenance and management of the Project Common Areas and Facilities of the Project.,,

2.11 Default In Payments of Usage Charges Of Common Facilities During The Interim Maintenance Period:

Till such time Association has taken over maintenance and management of the Project Common Areas, failure to pay Maintenance Charges, Electricity Charges, DG usage Charges, and Membership Subscription of the RAC within due dates may result in withdrawal/ restrictions/ disconnections/discontinuation of the respective common services to the Purchaser and will make the Purchaser liable to pay interest @2%(two percent) per month on the outstanding dues for the period of the delay, calculated from the due date till the date of actual payment.

2.12 Unrestricted access: The Owner/Promoter (or its nominated agency) or the Project Association, as the case may be, shall have rights of unrestricted access of all Project Common Areas, as the case may be, for providing necessary maintenance services and the Purchaser agrees to permit either of them to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

4. THE OWNER/PROMOTER DOETH HEREBY REPRESENT AND WARRANT TO THE PURCHASER AS FOLLOWS:

- 4.1 The Owner/Promoter has absolute, clear and marketable title with respect to the Project Land;
- 4.2 The Owner/Promoter has requisite rights to carry out development upon the Project Land and absolute, actual physical and legal possession of the Project Land and the Project Land for developing the Project;
- 4.3 The Owner/Promoter have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- 4.4 There are no encumbrances upon the Project Land, except mortgage and hypothecation created for the development of the Project;
- 4.5 There are no litigations pending before any Court of law with respect to the Project Land or the Apartment.
- 4.6 The Owner/Promoter shall, remain in compliance to the extent as required under applicable laws in relation to the Project, the Project Land, the building(s) and the Apartment and the Project Common Areas;
- 4.7 The Owner/Promoter has the right to enter into this Deed of Conveyance and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- 4.8 Other than the Application, Allotment Letter, and the Said Agreement, the Owner/Promoter has not entered into any agreement for sale and/or agreement for transfer and/or development agreement or any other agreement/arrangement with any person or party with respect to the Project Land, including the Apartment which will, in any manner, affect the rights of Purchaser under this Deed of Conveyance;
- 4.9 The Owner/Promoter confirm that the Owner/Promoter are not restricted in any manner whatsoever from selling the said Apartment to the Purchaser in the manner contemplated in this Deed of Conveyance.

- 4.10 The Project Land is not the subject of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Project Land;
- 4.11 The Owner/ Promoter, as the case may be, have duly paid and shall continue to pay to the Competent Authority and discharge all government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Apartment and the Tower/Building/Project (as the case may be) till the deemed date of possession in terms of the notice for possession issued by the Owner/Promoter after getting Completion Certificate/Block wise CC/Occupancy Certificate/Partial Occupancy Certificate (by whatever name it is called) from the authority.
- 4.12 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Apartment) has been received by or served upon the Owner/Promoter in respect of the Project Land.
- 4.13 The Project Land is not Waqf property.
- 4.14 The Owner/Promoter has paid all outgoings before transferring the physical possession of the Apartment to the Purchaser, which it has collected from the allottees/purchasers of the Project, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Apartment/Project, as the case may be).
- 4.15 The Owner/Promoter has developed the Project in accordance with the Project Plan and the Rules, regulations, byelaws, FAR and other such provisions made applicable by the authorities having jurisdiction over the Project and has not made any variation/alteration/modification in Project Plan, other than in the manner provided under the Act.
- 4.16 The Owner/Promoter hereby records and acknowledges the receipt of Rs. _____/- (Rupees _____) only towards the Total Price reserved herein.
- 4.17 The Purchaser, paying the said rates and taxes and other amounts hereby reserved and observing and performing the terms, conditions and covenants herein contained and on its part to be paid performed and observed, shall hold and enjoy the right, title and interest in the Apartment along with the irrevocable non-exclusive right to use the Project Common Areas and facilities without any interruption, hindrance, disturbance or obstruction by the Owner/Promoter or any person claiming through under or in trust for the Owner/Promoter.
- 4.18 The Owner/Promoter shall, at the costs and requests of the Purchaser, execute all necessary documents as may be reasonably required for more perfectly assuring the said Apartment to unto and in favour of the Purchaser.

- 4.19 The Owner/Promoter further covenants that the Project is an independent, Project on the Project Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other Tower/Building in its vicinity or otherwise *save and except* for the purpose of integration of infrastructure for the benefit of the allottees/purchasers of the Project and those of the other Towers/Buildings comprised in the Project.
- 4.20 The Owner/Promoter further covenants that Project Common Areas shall be dedicated to and *available* only for use and enjoyment of the allottees/purchasers of the Project and the Owner/Promoter (for unallotted apartments) comprised in the Project.

5. **THE PURCHASER DOETH HEREBY COVENANTS WITH THE OWNER/PROMOTER AS FOLLOWS:**

- 5.1 The Purchaser shall observe and perform all the terms, covenants and conditions in respect of the Project as well as Project Common Areas.
- 5.2 The Purchaser shall not cause nuisance or annoyance to the adjoining allottees/purchasers and occupants in the Project.
- 5.3 The Purchaser shall indemnify and keep indemnified the Owner/Promoter against any loss, costs, charges and expenses that it may suffer or incur on account of breach of any law, rules and regulations of the Government or any local authority, or breach of any term or covenant of the Deed of Conveyance or of these presents.
- 5.4 The Purchaser shall observe and perform all the terms, covenants and conditions contained in this Deed of Conveyance to the extent and so far as they are applicable to the Apartment as they were incorporated in these presents and not to commit breach of or do any act contrary to any of the terms, covenants and conditions stated therein.
- 5.5 The Purchaser shall, from the deemed date of possession, pay and discharge in entirety or proportionately (as the case may be) all existing and future municipal /*panchayat* rates, taxes, land revenues, assessments, impositions and outgoings (including interest, penalties in case of delayed payment, charges, claims etc.) whatsoever which now are or in the future shall be imposed or charged upon the Apartment and/or the Project, which may be assessed, charged or imposed upon either on the Promoter or the Purchaser or occupier thereof whether in respect of the Apartment or the Project in accordance with the provisions of relevant laws.
- 5.6 The Purchaser shall, from the deemed date of possession, comply with all applicable laws, rules and regulations, notifications and circulars for the construction, use, enjoyment and possession of the Apartment and the Project including but not limited to the sanctioned plan and to be solely liable for all breaches and/or defaults in compliance thereof and to keep the Owner/Promoter saved harmless and indemnified for all losses claims and demands which the Owner/Promoter may suffer or be put to by reason of any breach or alleged breach of this covenant.
- 5.7 The Purchaser shall, from the deemed date of possession make regular payments for consumption of electricity, water and other services and/or utilities supplied to or

obtained for the Apartment and/or the Project and to keep the Owner/Promoter saved harmless and indemnified in this regard. In the event there are any amounts outstanding with respect to water and electricity or any other utilities or facilities or services consumed or availed for the Apartment and/or the Project, the Purchaser shall be liable to make payments for the same to the concerned authority.

- 5.8 The Purchaser shall not use or allow the Apartment for any illegal or immoral purposes or for any noisy or offensive trade or business.
- 5.9 The Purchaser shall not amalgamate, sub-divide or partition the Apartment or any part thereof with any other apartment or apartments within the Project, without getting necessary approval from the concerned statutory authority(ies).
- 5.10 The Purchaser shall not bring in or store or allow to be brought in or stored in the Apartment or the Project or any part thereof, any hazardous, inflammable, combustible or explosive substance or any hide, skin or other articles likely to injure or damage the Apartment and/or the other structures constructed on the Project Land and not do or allow to be done on the building anything that may deteriorate the value of the building or the Apartment or the Project or injure the same in anyway.
- 5.11 The Purchaser shall pay wholly in respect of the Apartment and proportionately in respect of the Project Common Areas and facilities, the Maintenance Charges, electricity charges, DG Back Up Charges, Reticulated Gas Consumption 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 shall be paid by the Purchaser without raising any objection thereto, within 15(fifteen) days of demand being made by the Owner/Promoter/Association and the Owner/Promoter shall not be liable for the same under any circumstance.
- 5.12 The Purchaser shall 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 completion of the remaining Towers/Buildings comprised in the Project and/or the transfer nor disposal of any other apartment and/or parking space comprised in the Project as well as those comprised in any of the remaining Towers/Buildings.
- 5.13 The Purchaser shall on his/her own get the Apartment mutated in his/her name and/or separately assessed by the KMC.
- 5.14 The Purchaser shall, from the deemed date of possession pay all amounts and deposits that are payable by the Purchaser under this Deed of Conveyance and/or which are the liability of the Purchaser under this Deed of Conveyance even if the same are demanded and/or become payable subsequent to the execution of this Deed of Conveyance.
- 5.15 The Purchaser shall, after the deemed date of possession or after taking physical possession, as the case may be, is solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the respective building(s), or the Apartment, or the staircases, lifts,

common passages, corridors, circulation areas, atrium or the Project which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the respective building(s) is/are not in any way damaged or jeopardized.

- 5.16 The Purchaser shall not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the their respective building(s) or anywhere on the exterior or the common areas of the respective building(s) and/or any other remaining buildings comprised in the Project. The Purchaser shall also not change the colour scheme of the outer walls or the walls facing common areas or painting of the exterior side of the windows or carry out any change in the exterior elevation or design of the respective building(s).
- 5.17 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Owner/Promoter and thereafter the Association and/or Maintenance Agency appointed by the same. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 5.18 The Purchaser understands that the building/infrastructure and/or amenities and facilities comprised within the various buildings of the Project have been constructed on the basis of sanction of an integrated Master Plan sanctioned on the Project Land as described above and the said plan is impartible and indivisible subject to modifications/ revisions to the extent as may be permitted under the applicable law.

During construction of the Project or thereafter, if Floor Area Ratio (FAR) in respect of the Project Land granted by the KMC is increased or there is any unutilised or balance available FAR in the existing sanctioned building plan duly approved by the Authority, the Owner/Promoter shall be entitled to use the same in the manner as may be decided by the Owner/Promoter. The Purchaser understands that in such a situation, where the Owner/Promoter decides to use the increased FAR, it's undivided indivisible interest and share in the Project Land will stand varied accordingly.

6. **THE PARTIES DO HEREBY COVENANT WITH EACH OTHER AS FOLLOWS:**

- 6.1 Any relaxation and indulgence granted by the Owner/Promoter to the Purchaser shall not in any way prejudice the rights of the Owner/Promoter under the Deed of Conveyance.
- 6.2 It is hereby clarified and understood by the Purchaser that in view of the fact that there is a single sanctioned plan which proposes the development of *inter-alia* residential complex namely, "Utpalaa-The Condoville", which in turn comprises the Project along with several other Towers/Buildings, the competent authority under the Act, has issued a building wise completion certificate or occupancy certificate or partial completion certificate or partial occupancy certificate in conformity with the applicable building laws, rules, regulations and bye-laws upon completion of the

Project, which for all purposes, will be construed the "Completion Certificate" or "Occupancy Certificate" or "Partial Completion Certificate" or "Partial Occupancy Certificate" for the Project in accordance with the Project Plan, and the requirement of the various provisions of the Act.

- 6.3 The failure of the Owner/Promoter to enforce in any one or more instances the performance of any of the terms covenants and conditions of these presents on the part of the Purchaser shall not be construed as a waiver or relinquishment of any right or claim granted or arising here under or of the future performance of any such term condition and covenant and such failure shall not in any way affect the validity of this Deed of Conveyance or the rights and obligations of the parties hereto. The Purchaser agrees that a waiver of any term or provision hereof may only be made by a written instrument of modification of this Deed of Conveyance executed by both parties hereto.
- 6.4 The Project Common Areas, which include the common areas, parts and portions within the Project, more fully and particularly described in **Schedule-"C"**, are dedicated to the Project and intended for perpetual, irrevocable, non-exclusive use and enjoyment by the Purchaser in common with the Promoter (for the unallotted apartments and parking spaces) all the other allottees/purchasers/lawful occupants of other apartments and parking spaces comprised in the Project.
- 6.5 The Apartment along with Parking Space, if any, shall be treated as a single indivisible unit for all purposes. The Purchaser shall use the Parking Space allotted to him with the Apartment. The Parking Space allotted cannot be transferred separately and is transferable along with the Apartment only and shall be deemed to have been transferred with the Apartment even though the same shall be not expressly mentioned in any future conveyances or instrument of transfer.
- 6.6 The Owner/Promoter has created infrastructure for connectivity of various telecom/ high speed broadband/ other similar telecom and IT facilities to the Project and/or may enter into agreement /contract (on such terms and conditions and for such period as the Owner/Promoter shall decide) with anyone/ two reputed service providers of its choice for providing these services and/or for the purpose for putting up installations to provide such services in certain specified spaces (open or covered or both) earmarked/ demarcated by the Owner/Promoter within the Project and which would be declared to be common facilities by the Owner/Promoter. These contracts/ agreements, if any, entered into by the Owner/Promoter shall be continued for the period of validity of these contracts/ agreements by the Association, who will take over the maintenance and management of Project Common Areas & Facilities of the Project and thereafter, it may be renewed on terms and conditions as may be decided by the Association. The allottees may use the telecom/ broadband facilities on pay and use basis as per the terms and conditions decided by the service provider at that point of time.

Each Apartment has been provided with the passive optical fibre which shall be terminated in the building management services (BMS) room/ outside service provider (OSP) room in the fibre MDF. The outside service provider shall be allowed to install his equipment only in the BMS/OSP room and would be able to provide active connectivity to fibre going to particular apartment on the choice of the owner

of that apartment. The Allottee would be free to choose his service provider(s) out of the service providers who chose to come to this Project and are willing to pay the usage charges of the space earmarked for the outside service provider.

The Owner/ Promoter has installed Base Transceiver Station Towers at the rooftop of any one or more residential building(s) based on the requirement of providing proper mobile connectivity to the residents in the Project. This selection and requirement of installation of any such structure will depend on the requirement to be furnished by reputed telecom/ broadband service providers.

- 6.7 The Purchaser has obtained electricity meter with respect to his Apartments from the _____. The Purchaser shall pay the electricity bills pertaining to his/her Apartment directly to _____.
- 6.8 The Diesel Generator ("DG") has been installed to provide power backup to run the basic facilities at the Project. In addition to that, DG back up facility has been made available for every apartment. The allocated DG load (_____ KW) and charges which has been paid by the Purchaser for allocated DG load for its Apartment. In case the Purchaser requires extra DG power load shall be allotted upon availability and in multiples of **KW @Rs. 40,000/- per KW (plus applicable taxes)**. The Purchaser will be required to pay DG usage charges on the basis of a suitable mechanism as shall be devised by the Owner/Promoter/Association, as the case may be
- 6.9 The Purchaser has paid the additional cost of laying electrical cables, wiring and necessary infrastructure including socket with appropriate wattage and also other charges payable to the authority such as security deposit, connection charges, charges against additional power requirement in respect of the EV Charging facility commissioned in their EV Parking space.

The usage charges against the electricity consumption will be assessed through pre-paid metering system. Also, the EV parking provisions will be provided at some designated place to be decided by the Owner/Promoter. It may be noted that for convenience of wiring such EV charging enabled parking spaces shall be clustered at 1/2/3 locations. In such cases of clustered EV charging enabled parking spaces, the metering shall be done on the basis of pre-paid metering system. Therefore, the parking slot with provision of EV charging shall be separately clustered than the normal parking slots..

7. **DEFECT LIABILITY:**

- 7.1 In case any defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Application and Allotment Letter relating to such development is brought to the notice of the Owner/Promoter within a period of 5 (five) years by the Purchaser from the date of handing over possession, it shall be the duty of the Owner/Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Owner's/Promoter's failure to rectify such defects within such, time, the aggrieved Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act **PROVIDED HOWEVER THAT** that the Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Purchaser (or any person appointed by him or acting under him or under his instructions) or arising due to any

normal wear and tear or due to reasons not solely attributable to the Owner/Promoter.

- 7.2 Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Purchaser, without first notifying the Owner/Promoter and without giving the Owner/Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Owner/Promoter shall be relieved of its obligations and the Purchaser shall not be entitled to any cost or compensation in respect thereof.
- 7.3 It is specifically agreed that the responsibility of the Owner/Promoter shall not cover defects, damage, or malfunction resulting from:
- misuse or negligent use;
 - unauthorized modifications or repairs done by the Purchaser(s) or its nominee(s)/agent(s);
 - cases of force majeure;
 - failure to maintain the amenities/equipment's and accidents.
- 7.4 It is understood further by the Parties that the Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Owner/Promoter that all equipment, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartment and the Project Common Areas and amenities and facilities wherever applicable. The Purchaser has been made aware and the Purchaser also expressly agreed that the regular wear and tear of the Apartment excludes minor hairline cracks on the external and internal walls including the RCC structure which happens due to variation in temperature of more than 20 degree C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
- 7.5 The Purchaser also agrees and confirms that the decision of the Owner's/Promoter's architect shall be final in deciding whether there is any actual structural defect in the apartments buildings/wings or defective material being used or regarding workmanship, quality or provision of service.

8. **POSSESSION:**

At or before the execution of this Deed of Conveyance, the Purchaser herein confirms that he/it has independently satisfied itself about the right, title and interest of the Owner/Promoter in the Apartment, the sanctioned plan and the constructions, including the quality and specifications thereof, the 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 and the completion of the Apartment development, the Project Common Areas and facilities and has agreed not to raise any objection of whatsoever nature. Simultaneously with the execution and registration of this Deed of Conveyance, *khas*, vacant, peaceful, satisfactory and acceptable possession of the Apartment has been handed over by the Owner/Promoter to the Purchaser, which the Purchaser admits, acknowledges and accepts.

9. **Disclaimers And Disclosures:**

The Owner/Promoter has made the following disclosures/disclaimers in respect of the Project and the Purchaser has agreed to not make any claims or raise any disputes in respect of this Deed of Conveyance relating to defect liability against the Owner/Promoter in respect of the following –

(i) **Source of water supply:**

- (a) The source of water supply for the Project is the deep borewell which shall provide water having total dissolved solid ('TDS') in range of 1500-2000 ppm varying with season which is compliant with the Bureau of Indian Standards- IS 10500-2012 for domestic usage. It has been agreed and understood by the Purchaser that the Owner/Promoter cannot further reduce the TDS of the water provided.
- (b) The Owner/Promoter shall install a water treatment plant in the Project to maintain the hardness, iron content, e-coli etc. within the specified acceptable limit as per the BIS IS 10500-2012 standards. However, it is understood by the Purchaser that such water treatment plant would not reduce the TDS.
- (c) The Purchaser agrees that he/she may install small RO unit in Apartment at his/her own cost for small quantity of water for purpose of drinking with TDS below 500 ppm.
- (d) The Allottee has further agreed and confirmed that he/she shall not be permitted to install large RO system to reduce the TDS of water which is used for other purposes like bathing, cleaning etc. within the Apartment.

(ii) **Non-provision of car washing facility:** The Purchaser has agreed and understood that there is no car washing facility in this Project and that washing of car with any sprinkler system/hose with continuous running water is not permitted in order to restrict wastage of water. The allottees/purchasers/lawful occupants of the Project shall be required to clean their car with moist cloth to prevent wastage of water.

(iii) **Dual Plumbing System:** The Purchaser has agreed and understood that the water used for flushing in the toilet flushes in the Apartment/Project is the treated STP water as per environmental regulations. To ensure compliance with such environmental regulation the Project has been provided with the dual plumbing system one for the domestic water and another for the flushing water.

(iv) **Storm water drainage:** The Purchaser has agreed and understood that although the storm water drainage system inside the campus is adequately designed to discharge the storm water during rain fall. However, these internal storm water drainage systems connect to the municipal storm water drainage system outside. The inadequacy of the municipal storm water drainage system may lead to temporary water logging in the campus and the outside area during rainfall and the Owner/Promoter shall not be held responsible for such flooding or waterlogging in the Project or any part thereof owing to the inadequacy of the municipal drainage system.

(v) **Natural Marble flooring:**

- (a) The Purchaser has agreed and understood that there may be cracks, shade variation, isolated patches etc. in the imported natural marble in case laid in the apartments or any other location of the Project.

- (b) The Allottee further agrees and understands that certain cracks and crevices may be visible on the surface of the marble despite of the epoxy resin being applied on the top surface at the time of laying the flooring.
 - (c) The Purchaser understands that replacing any cracked or chipped marble slab with another slab is not viable, as that would compromise the original pattern and veins, turning the entire floor shabby and aesthetically poor.
 - (d) The Purchaser has agreed and understood that in case the Owner/Promoter uses marble slab anywhere in the Project including the RAC/Club Nova, the Owner/Promoter shall apply a layer of nano chemical on the marble slabs to make it resistant to absorption of any material or dust. However, despite such measure being taken by the Owner/Promoter marble is a fairly absorbent material and hence any accumulation of dust or dropping of any colored liquid like tea coffee is often immediately absorbed and may leave a patch on the floor. Therefore, while using the marble floor, the Purchaser would ensure that any coloured dropping on the marble is cleaned and washed of immediately to avoid stain and for that the Owner/Promoter shall have no liability to repair and replacement of the marble slab.
 - (e) In this regard the Purchaser has understood and confirmed that the Owner/Promoter shall rectify any defect in polishing of the marble surface within five years including redoing the polishing and reapplying the impregnating chemical free of cost. However, such liability of the Promoter shall be limited to the aforementioned period of 5 (five) years.
- (vi) **Tile Flooring & Dado:** The Purchaser has agreed and understood that the Owner/Promoter has complied with Indian Standard code IS: 15622 which specify the limits of warpage for grade-I vitrified tiles (with water absorption less than 0.08%) which is proposed to be used in the Project.

The limits specified in the code are as below:

Permissible warpage related to the diagonal calculated from the work sizes and a function of surface area(s) as per IS 15622 is mentioned below:

- (i) D.1 Surface Area $S \leq 90\text{cm}^2$: $\pm 0.8 \%$
- (ii) D.2 Surface Area $90\text{ cm}^2 < S \leq 190\text{cm}^2$: $\pm 0.4 \%$
- (iii) D.3 Surface Area $190\text{ cm}^2 < S \leq 410\text{cm}^2$: $\pm 0.3 \%$
- (iv) D.4 $S > 410\text{cm}^2$: $\pm 0.2 \%$

Permissible Warpage related to the diagonal calculated from the work sizes and a function of surface area (S) as per ISO: 13006:

- (i) Dry-pressed ceramic tiles with low water absorption ($E \leq 0.5\%$ for Group BIa:
- (ii) E.1 Surface Area $S \leq 90\text{cm}^2$: $\pm 1.0 \%$
- (iii) E.2 Surface Area $90\text{ cm}^2 < S \leq 190\text{cm}^2$: $\pm 0.5 \%$
- (iv) E.3 Surface Area $190\text{ cm}^2 < S \leq 410\text{cm}^2$: $\pm 0.5 \%$
- (v) E.4 $> 410\text{cm}^2$: $\pm 0.5 \%$

In this regard the Purchaser has agreed that the edges and corners of the vitrified tiles used in the Apartment/Project may not be in the perfect plane due to warpage. If the

variation from plane is within the codal specification mentioned above, in that case it shall not be considered as defect of the tile or workmanship in laying.

(vii) Fittings and Fixtures in Apartment & Project:

The fittings and fixtures installed in the Apartment and the Project are supplied by the vendors of different companies and are having their respective guarantee and warranty periods. The Purchaser understood that on taking over possession of the Apartment the fitting and fixtures installed therein are covered under the guarantee and warranty given by the suppliers and therefore, for any defect or breakage or the same going out of order the Purchaser will approach directly to the suppliers or their representatives since the Purchaser is entitled to the back to back guarantee and warranty given by these suppliers or vendors. The contact details of respective vendors/suppliers will be given to the alongwith the photocopies of guarantee/warranty of the fittings and fixtures. In general, the CP fittings shall not be cleaned with detergent or chemicals with acidic character. It shall compromise the shine of the CP coating. The best way to clean the CP surface is with moist cloth and mild soap (mild alkaline in nature) and make the surface dry. As the borewell water is expected to be high in total dissolved solid – the drying of surface water from the CP surface leaves the dissolved solids which looks white flaky substance. To avoid the same- a proper maintenance involving cleaning the surface with mild soap and warm water on weekly basis is required.

(viii) AAC (Autoclaved Aerated Concrete) Block walls

- (a) The Owner/Promoter shall construct AAC block walls in the course of development of the Project which are lighter, environmentally sustainable, better for resisting earthquake and wind force due to lighter load and have better heat insulation property than clay brick.
- (b) The Purchaser has agreed and understood that AAC block walls being more sensitive to moisture and temperature movement may develop shrinkage cracks during first few years of laying. These shrinkage cracks are non-structural in nature and have no adverse effect on the structural stability of the Apartment/Project.
- (c) The Purchaser has further agreed and understood that he/she may choose to repair such cracks at their own costs by cutting a 'v' shaped groove on both faces of the wall and then filling such cut with a flexible acrylic putty. Such acrylic flexible putty shall allow movement in the wall without the cracks being visible.

(ix) Car Parking Space

- (a) The standard dimension of one car park in the Project is 5m x 2.5m as per the building norms.
- (b) There are 1159 covered car parking spaces on Basement (474 nos.) and Ground Floor (685 nos.) level of the Project. The Purchaser has agreed and understood that car parking spaces will be allotted through a draw of lots. Such draw of lots shall be held through an online process upon completion of

the Project and prior to handover of possession of the Apartment. The live telecast link for online drawing of lots shall be shared with the Purchaser over the registered e-mail ID. The parking numbers drawn in the draw of lots will be the final and no request for change of space will be entertained.

- (c) In the event of the Purchaser getting one or more dependent parking spaces in the draw of lots, the Allottee undertakes that it will not raise any objections to such an allotment and will abide by the rules or regulations for using the depending parking spaces in the Project.
- (x) **Provision of CCTV** are proposed to be placed in the following areas:
 - (a) All Elevator Cars (Lift) in the Project.
 - (b) Functional areas like Security room.
The Owner/Promoter shall not provide CCTV to the common corridors and stair exit /entrance at floor levels.
- (xi) Podium level apartments having right to exclusively use the "open to sky spaces" (in case exclusive use has been provided to the Purchaser in their agreement). There are few apartments in the Project which have exclusive 'Open to Sky' terrace areas having upper-level occupants thereto. The Purchaser has agreed and understood that such open terrace areas cannot be covered with temporary sheeting or by other means by the purchaser of any such apartment.
- (xii) The Purchaser has agreed and understood that he/she shall not be permitted to dump any waste/garbage or drop any item onto any such 'open to sky' terrace area or balcony(ies) of the apartment(s) below. However, there may be instances where items like tobacco, cigarette butts, utensils, plastic pipes etc. may fall onto the 'open to sky' terrace areas or balcony(ies) of the apartments below unintentionally. The Owner/Promoter shall not be liable for any damage caused to such 'open to sky' terrace areas or balcony(ies) or any accident that may occur owing to such instances.

10. **MISCELLANEOUS:**

- 9.1 All stamp duty, registration fees and other miscellaneous costs and expenses required to be paid or incurred on account and in respect to this Deed of Conveyance shall be borne and paid by the Purchaser.
- 9.2 The Purchaser further agrees to additionally bear and pay the proportionate amount of the applicable stamp duty, registration fee and other legal charges in relation to the registration of the proposed deeds for the purposes of separately conveying the entire Project Common Areas to the Association attributable to the Project Land in proportion to the Project Land to the Association as per the terms of this Deed of Conveyance or the directions of the competent authority under real estate law or any other local law, as may be applicable.

Ambuja Real Estate Limited

Authorized Signatory

SCHEDULE-"A"

[Project Land]

All that land measuring 10.50 Acres (42492 Sq. Mt.), more or less, being R.S./L.R. Plot No. 651 (Part) in Mouza Nonadanga, J.L. No. 10, recorded in L.R. Khatian No. 615, situate lying at and being Municipal Premises/Holding No. 826, Chowbhagha, PIN-700107, under Kolkata Municipal Corporation, being Assessee no. 311080310436, ward No. 108, Police Station Anandapur (formerly, Tiljala), District South 24 Parganas, Additional District Sub-Registration Office Alipore, West Bengal and shown & demarcated in RED border on the Map/Plan annexed hereto and marked as Annexure-'I' and butted and bounded as follows:

NORTH : ROAD;
WEST : ROAD;
SOUTH : VACANT LAND;
EAST : VACANT LAND.

SCHEDULE-"B"

[APARTMENT]

ALL THAT residential Apartment No. _____ having carpet area of _____ Square Meter (equivalent to _____ Square Feet), along with an exclusive balcony area of _____ Square Meter, (equivalent to _____ Square Feet) more or less, [corresponding to super built-up area of _____ Square Meter (equivalent to _____ Square Feet) more or less] Type _____, altogether located on _____ floor in Tower No. _____ (_____), within the Project TOGETHER WITH exclusive right to park vehicle in 1 Number of _____, parking space, measuring _____ Square Meter (equivalent to _____ Square Feet more or less) as permissible under the applicable law which shall be earmarked, identified and allotted by the Owner/Promoter at a later date through issuance of an allotment letter in terms of this Agreement AND TOGETHER WITH the pro rata undivided, impartible and variable share in the Project Common Areas, parts, portions, installation and facilities of the Project in common with the remaining allottees/purchasers of Project and the Owner/Promoter in respect of the unallotted apartments in the Project, more particularly described in SCHEDULE-"C", hereto. The Apartment along with the exclusive balcony(ies) is/are delineated in RED border on the Floor Plan of Tower/Block No. _____ (_____) annexed hereto and marked as Annexure-'II' hereto. The Parking Space(s) is/are delineated in GREEN border on the plan/map annexed hereto and marked as Annexure-'III' and the Apartment is butted & bounded as follows:

East:
West:
North:
South:

Ambuja Realty Development Limited

Authorized Signatory

SCHEDULE-"C"
[PROJECT COMMON AREAS]

1. Land dedicated to the Project;
2. Common driveway/road network in the Project;
3. Entry & Exit Ramps;
4. Jogging & cycling track;
5. Landscape amenities & out door play area;
6. Security & fire kiosk;
7. Services room;
8. Electrical meter room;
9. Staff facility/janitors space;
10. Parking lift lobby & staircase;
11. Entrance lobby area;
12. Passenger lifts, service lifts and lobbies & Staircase;
13. Corridors with refuge areas;
14. Driver's lounge & toilet at Ground floor of Tower 4;
15. RAC area;
16. Temple;
17. Ground floor landscape area;
18. 1st floor open to sky landscape amenities & play areas;
19. 1st floor swimming pool with deck & changing room;
20. Landscaped terrace at 1st floor;
21. Wellness centre at 1st floor of Tower 4;
22. Kids play area & senior citizen gym at 1st floor of Tower 4;
23. Co-working space at 1st floor of Tower 4;
24. Guest room at 1st floor of Tower 4;
25. DG set(s);
26. CESC substation area *(to be transferred to CESC)*;
27. Electrical room;
28. Building Management System (BMS) room;
29. Fire kiosk;
30. Underground water tanks;
31. Overhead Water tanks;
32. Sewerage Treatment Plant area;
33. Public Health Engineering (PHE) and pump room ;
34. Organic Waste Composter (OWC);
35. Area for rooftop solar panel;
36. Ultimate Roof area;
37. Water treatment plant;
38. Gas Bank.

Ambuja Realty Development Limited

Authorized Signatory

SCHEDULE-"D"

[SPECIFICATIONS, AMENITIES AND FACILITIES WHICH ARE PART OF THE PROJECT]

Sl. No.	Particulars	Description
1	Fire Fighting Facility	<ul style="list-style-type: none">• Fire control room for protection and detection as per WB fire safety recommendation• Fire Kiosk
2	Emergency Evacuation Service	Public annunciation and evacuation system in common area
3	Access To Common Space	Access to lift lobby through corridor
4	Design For Electricity Supply And Street Lighting	<ul style="list-style-type: none">• 24/7 DG Back up for designated areas• Street lighting• LED light in common area
5	Public Health Service	<ul style="list-style-type: none">• Internal sewer, storm and water supply line• Organic waste composter• Sewage Treatment plant• Water treatment plant
6	Security System	<ul style="list-style-type: none">• Security room• CCTV in elevator and specific common areas
7	Building Management System	Specific Essential Services
8	RAC	<p>Residents' Activity Centre includes multipurpose hall, pre-function, restaurant, outdoor dining, staff room, kitchen, toilets, Audio Visual (AV) room, gym, outdoor yoga deck, family pavilion open to sky, open to sky pickle ball court, indoor badminton & squash court, golf simulator, outdoor deck, multipurpose lounge.</p> <ul style="list-style-type: none">• Tower – 3 (1st floor) : guest room & co-working space• Tower – 4 (1st floor) : wellness centre , kids play area & senior citizen gym
9	Landscape	<ul style="list-style-type: none">• Ground floor landscape areas• Podium landscaped areas
10	Roof	Common ultimate terrace area
11	Use Of Renewable Energy	Solar power provision at designated areas

Ambuja Realty Development Limited

Authorized Signatory

IN WITNESS WHEREOF parties herein above named have set their respective hands and signed this Deed of Conveyance at **Kolkata** in the presence of attesting witnesses, signing as such on the day, month and year first above written.

Signed and Delivered by the

AMBUJA REALTY DEVELOPMENT LIMITED

Owner/Promoter

at Kolkata in the presence of:

1.

(Authorized Signatory)

2.

Signed and Delivered by the Purchase(s) at

Kolkata in the presence of:

1.

2.

Drafted and prepared by:

Ambuja Realty Development Limited


Authorized Signatory

MEMORANDUM OF CONSIDERATION

The Owner/Promoter acknowledge to have received the following amounts in full and to their satisfaction as Total Price for the Apartment:

Break-up of Total Price:	
Part I (Consideration)	
Apartment No.	
Particulars	Amounts (Rs.)
Apartment	
Total	
Part II (Other Charges & Deposits)	
Particulars	Amounts (Rs.)
Interim Maintenance Charge (equivalent to 1 (one) year Maintenance Charges)	
Maintenance Security Deposits equivalent to 2 (two) years' Maintenance Charges	
Maintenance Corpus/Sinking Fund	
Documentation Charges	
DG Charges	
RAC Membership Charges	
Reticulated Gas Provision Charges	
RAC Annual Subscription Charges (One year)	
Total	
Taxes	
Grand Total (Part I + Part II + Taxes)	

Ambuja Realty Development Limited


Authorized Signatory