

DEED OF CONVEYANCE

This Deed of Conveyance ("Deed") is executed on this _____ day of _____, Two Thousand and Twenty-Five.

The Peerless General Finance and Investment Co. Ltd. (PAN - AABCT3043L) a Company incorporated under the Companies Act, 1956, having its registered office at Peerless Bhawan, 3, Esplanade East, P.S. Hare Street, Kolkata- 700069 being represented by its authorized representative _____ son / daughter of _____, having PAN _____ and Aadhaar No. _____ by faith _____, by nationality Indian, by occupation _____, resident of _____; hereinafter called and referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to

For & on behalf of
The Peerless General Finance & Investment Co. Ltd.


Authorized Signatory

mean and include its successor-in-interest and permitted assigns), of the **FIRST PART**.

And

[If the Allottee is a company]

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

[or]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (PAN _____) (Aadhar no. _____) authorized vide _____, hereinafter referred to as the "**Allottee**" (which term or expression shall, unless excluded by or repugnant to the subject or context or meaning thereof, mean and include its partners for the time being and such other person or persons who may be admitted as the partners thereof and their respective heirs, executors, administrators, legal representatives and/or assigns) of the **SECOND PART**.

[or]

[If the Allottee is an Individual]

Mr. / Ms. _____, (PAN _____), (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees) of the **SECOND PART**.

[or]

[If the Allottee is a HUF]

Mr. _____, (PAN _____), (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, 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 **SECOND PART**.

The Promoter and Allottee shall hereinafter collectively be referred to as the 'Parties' and individually as 'Party'.

WHEREAS:

- A. In presents, unless there be something contrary or repugnant to the subject or context, the following terms (whether used as capitalized terms or not) shall have the respective meanings which have been assigned thereto:

- 1) **"Act"** means the Real Estate (Regulation and Development) Act, 2016.
- 2) **"Allottee"** means the person to whom an apartment/unit in the Project particularly, has been allotted, sold or otherwise agreed to be allotted, sold or transferred by the Promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such apartment/unit is given on rent.
- 3) **"Apartment" or "Unit"** whether called a flat or premises or suit or tenement or by any other name, means a separate and self-contained part of the Building of the Project and includes one or more rooms or enclosed spaces located on one or more floors or any part thereof in the Building, used or intended to be used for any residential purpose.
- 4) **"Additional / Further Constructions"** shall mean all future vertical and exploitation of the Building and/or the Project Land by way of additional/further construction in the Project Land including by raising of any additional floor/storey/construction over the roof of the Building (including the Common Roof Area) and/or by way of construction of additional buildings/structures in the open land/spaces in the Project Land that may be made by the Promoter and such Additional/Further Construction may be made from time to time and the owners and occupiers thereof shall have similar rights as the Allottee herein in respect of the common areas;
- 5) **"Association"** shall mean association (s) of the allottees from the residential and commercial segments of the Project formed or that may be formed hereafter in accordance with the terms of the West Bengal Apartment Ownership Act, 1972 at the instance of the Promoter for the Common Purposes with such rules and regulations as shall be framed by the Promoter.
- 6) **"Architect(s)"** shall mean M/S Subir Kumar Basu, of 4, Broad Street, Kolkata-700019, who have been appointed as the architects for the Project by the Promoter and/or such other architects whom the Promoter may from time to

time appoint as the architects for the Project.

- 7) **"Building(s)"** shall mean the 2B+G+14 storied buildings in the Project including such open or covered areas, constructions and /or structures therein, as may be constructed by the Promoter on the Project Land from time to time. The building consist of a single structure, with floors from the Ground level up to the sixth level designated entirely for retail use. Above the sixth level, there are three distinct towers or blocks. One tower is designated as the 'Office Tower,' intended for semi-commercial use (offices), while the other two towers are labeled 'Residential Tower/Block-A' and 'Residential Tower/Block-B,' which are reserved exclusively for residential purposes. .
- 8) **"Built-Up Area"** in relation to an apartment/unit shall mean the floor area of that apartment including the area of balconies and terraces, if any attached thereto, and also the thickness of the walls (external or internal) and the columns and pillars therein Provided That if any wall, column or pillar be common between two apartments/units, then one-half of the area under such wall column or pillar shall be included in the built-up area of each such apartment/unit.
- 9) **"Carpet Area"** shall mean the net usable floor area of an apartment/unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah areas and exclusive open terrace areas, but includes the area covered by the internal partition walls of the apartment, as more particularly defined in the Act.
- 10) **"Common Expenses"** shall mean and include all expenses for the maintenance, management and upkeep of the Building, the Project Common Areas, Amenities and Facilities and the Residential Common Areas, Amenities and Facilities, including the Project Land and also the expenses for Common Purposes of the allottees and shall be payable proportionately by the allottee periodically as part of maintenance charges.

- 11) **"Common Purposes"** shall include the purposes of managing and maintaining the Building and in particular the Project Common Areas, Amenities and Facilities, the Residential Common Areas, Amenities and Facilities, and the rendition of services in common to the allottees of the Project, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the allottees of Project, and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective apartments/units exclusively and the Common Areas, Amenities and Facilities in common.
- 12) **"Common Roof Area"** shall mean only the specified and demarcated portion / area of the roof over the ultimate top floor of the Building delineated in RED borders in the roof plan annexed hereto.
- 13) **"Date of Possession"** shall mean the date on which the Allottee was handed over possession of the said Apartment or the date of this Deed whichever is earlier;
- 14) **"Exclusive Open Terrace/s"** shall mean the open terraces attached and/or appurtenant to only specified Apartments in the Building, the use, enjoyment and ownership of which shall be exclusive to Allottee(s) of such Apartment and shall not part of the Residential Common Areas, Amenities and Facilities and/ or the Project Common Areas, Amenities and Facilities;
- 15) **"Parking Area"** shall mean such spaces in the Project that may be sanctioned by the competent authority as a parking space.
- 16) **"Plan/Plans"** shall mean the plans of the Buildings which have been sanctioned and approved by the The New Town Kolkata Development Authority vide Building PIN No. 0050009720241003 dated 03.10.2024 for construction of a 2B+G+14 storied building (said Plan) mixed-use residential and commercial, retail building on the Project Land and shall also, wherever the context permits, include such plans, drawings, designs, elevations and

specifications as are prepared by the Architects including variations/modifications/alterations therein that may be made by the Promoter, if any, as well as all revisions, renewals and extensions, if any.

- 17) **"Project"** shall mean the work of development of an integrated real estate project on the Project Land presently named as "Trayam", comprising of a 2B+G+14 storeyed building wherein the 6th to 14th floors of two Towers earmarked as Tower "A" and "B" consisting of residential apartments alongwith the Residential Common Areas, Amenities and Facilities (the **"Residential Segment"**), and the 6th to 12th floors of another Tower earmarked as "Office Tower/Block" consisting of commercial (office) spaces/ units, alongwith the entire ground to 5th floor earmarked as "Retail Tower/Block" consisting of the commercial (retail) spaces / units (collectively the **"Commercial Segment"**), and the car parking spaces, other built-up areas or spaces and other the Project Common Areas, Amenities and Facilities.
- 18) **"Project Land"** shall mean ALL THAT the piece or parcel of land measuring about 2.66 acre (10,777.756 sq. metres) be the same a little more or less lying and being situated at Premises no. 05-0097, in street no. 0097 (Erstwhile Plot no. 06, in Block BG), situated in New Town, P.S - New Town, 24 Parganas (N), Mouza - Mohisbathan, JL no. 18, Erstwhile Bidhannagar Municipality, New Town Action Area -I, Pin-code - 700156, (hereinafter referred to as **"Said Land"**), more particularly mentioned and described in Part - I of Schedule- A hereunder written.
- 19) **"Project Common Areas, Amenities and Facilities"** shall mean such common areas, installations, amenities and facilities, including but not limited to all passages, pathways, approach roads, internal roads, entrances, main entrances, gates, gardens, parks, sewerage and water lines or pipes, ducts, water storage reservoirs, electrical installations, electricity wires, cables, drainage, open or covered spaces, amenities, that may be built or installed by

the Promoter from time to time for the use and enjoyment thereof by all the allottees of the Project more particularly mentioned in the Part-II of Schedule-C hereunder written.

- 20) **"Proportionate"** with all its cognate variations shall mean the ratio the Carpet Area of any apartment/unit in the Project may bear to the total Carpet Area of all the apartments/units in the Project.
- 21) **"Proportionate Undivided Share"** in relation to an apartment shall mean the proportionate variable undivided indivisible and impartible share in the Common Areas, Amenities and Facilities that is attributable to such apartment at any point of time. The Proportionate Undivided Share shall also include the proportionate, variable undivided and impartible share in the Project Land in, in the proportion the area of the apartment/unit bears to the total area of all the apartments/units in the Project.
- 22) **"Regulations"** means the Regulations made under the Real Estate (Regulation & Development) Act, 2016.
- 23) **"Residential Common Areas, Amenities and Facilities"** shall mean such common areas, amenities and facilities that may be built or installed by the Promoter from time to time which are earmarked for the exclusive use of the allottees and/or occupiers of the Residential Segment including and more particularly mentioned in the Part-I of Schedule-C hereunder written.
- 24) **"Residential Tower/Segment"** shall be the residential towers/blocks of the Building being 6th to 14th floors of two Towers being earmarked as Tower "A" and "B" comprising of all residential apartments alongwith the Residential Common Areas, Amenities and Facilities.
- 25) **"Retained Area"** shall mean the demarcated area in any portion of the Project area being retained by the Promoter for its own use or further development. The Promoter will have the liberty to put this area to specific use in future as it may deem fit and proper.

- 26) "Rules" means the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016.
- 27) "Said Apartment " shall mean the residential apartment being Apartment No.[] having carpet area of [] square feet, more or less, built up area of [] square feet, more or less, Super Built Up area of [] square feet, with an exclusive open terrace adjoining the Apartment containing a built up area of [] sq ft (50% of the same shall be constituted as chargeable area) amounting to agreed chargeable area of [] sq. ft., on the [] floor of the Residential Tower - ____ along with right to use [] covered /mechanical parking space being Parking Space No. [] TOGETHER WITH the pro rata share of right to use the Residential Common areas, Amenities and Facilities of the Project as permissible under applicable laws AND TOGETHER WITH the right to use and enjoy the Project Common Areas, Amenities and Facilities in common with the other allottees of the Project, more particularly mentioned and described in the Part- I of Schedule-B hereunder written AND delineated in Green colour on the Plan annexed hereto.
- 28) "Said Sale Agreement" shall mean the Agreement dated [] made between the Promoter herein, therein also referred to as the Promoter of the First Part, and the Allottee herein, therein also referred to as the Allottee of the Second Part, and registered with [], in Volume [], Book No. [], in Pages [] to [], whereby the Promoter has agreed to sell and the Allottee has agreed to purchase the said Apartment at and for the consideration and on the terms and conditions therein contained.
- 29) "Super Built Up Area" of an apartment/unit has been mutually agreed to be calculated by adding (i) the Built-Up area of such apartment and (ii) the an agreed fixed percentage of _____ per cent of the Built-Up Area of such apartment.

- 30) **"Total Price"** shall mean the total consideration, the Extras and Deposits and the applicable Goods and Service Tax (GST) as mentioned in **Schedule C** of the said Agreement for Sale payable by the Allottee for purchase of the said Apartment.
- 31) **"Masculine"** gender shall include the **"Feminine"** and **"Neuter"** genders and vice versa.
- 32) **"Singular"** number shall include the **"Plural"** and vice versa.
- B. The Promoter is the absolute and lawful owner of the property more fully described in Part-I of the Schedule-A hereto and delineated in the Plan/Map annexed hereto and bordered in red thereon (the **"Project Land"**). The Devolution of Title of the Promoter to the Project Land is described in Part II of the Schedule A hereunder written.
- C. The Project Land comprises of an integrated real estate project thereon presently named as **"Trayam"**, comprising of a 2B+G+14 storeyed building wherein the 6th to 14th floors in the Tower **"A"** and **"B"** consists of residential apartments alongwith the Residential Common Areas, Amenities and Facilities particularly described in **Part I** of the **Schedule C** hereunder written (the **"Residential Segment"**), and the 6th to 12th floors consists of commercial (office) spaces/ units in the Office Tower/ Block, alongwith the ground to 5th floor in Retail Tower/Block consisting of the commercial (retail) spaces / units (collectively the **"Commercial Segment"**), and the car parking spaces, other built-up areas or spaces and the Project Common Areas, Amenities and Facilities, which are earmarked and meant for the use of both the allottees of the said Residential Segment and the said Commercial Segment and particularly described in **Part II** of the **Schedule C** hereunder written (hereinafter referred to as the said **"Project Common Areas, Amenities and Facilities"**) and hereinafter collectively referred to the as the said **"Project"**.
- D. By the Said Sale Agreement, the Promoter agreed to sell and the Allottee agreed to purchase the Said Apartment having carpet area of [] square feet,

built-up area of [] square feet and super-built up area of [] square feet in the Residential Segment. However, inasmuch as upon completion of construction of the Said Apartment, the area of the Said Apartment has now been finalized as carpet area of [] feet, built-up area of [] and super-built-up area of [] square feet and the same is mentioned in the **Part-I of Schedule-B** written hereunder and the parties herein agreed to the same. In terms of the said Sale Agreement, the Total Consideration payable towards the said Apartment has been accordingly revised and the same is finalized as mentioned hereunder.

- E. Notwithstanding anything to the contrary contained elsewhere it is hereby expressly agreed that the Total Price has been mutually agreed upon on the basis of the Carpet Area of the said Apartment and that the amounts of the Extra Charges and Deposits and Additional Charges mentioned in the said Agreement have been mutually agreed upon between the parties. It is clarified that the Super Built-up Area is a notional area for calculation of Maintenance Charges, Common Expenses, etc. and has no connection with the Total Price and/or the Additional Charges mentioned in the said Agreement for Sale and that any variation in the Super Built-up Area due to variation in the proportionate share shall not affect the Total Price and/or the Additional Charges mentioned in the said Agreement and no claim can be raised regarding the same by the Purchaser and the Purchaser shall not be entitled to and covenants not to demand any refund out of the Total Price and/or the Additional charges and Deposits mentioned in the Agreement paid by the Purchaser on the ground of or by reason of any variation of the Super Built-up Area due to variation in the Proportionate share.
- F. The Promoter has since caused to be completed construction of the Said Apartment in accordance with the Plans, save and except modifications and changes made in compliance with applicable law, and obtained the approval of the New Town Kolkata Development Authority for the notice of commencement of construction as submitted

by the Promoter vide its letter dated _____.

- G. The Allottee/s having fully inspected and being completely satisfied with the quality, workmanship, and specification of construction of the Said Apartment, has been handed over vacant and peaceful possession of the Said Apartment prior to or simultaneous to the date of execution of these presents.
- H. Now at the request of the Allottee, the Promoter has in terms of the said Sale Agreement agreed to execute and register these presents in favour of the Allottee in the manner as hereinafter contained.
- I. It is recorded that at or before execution of these presents, the Allottee has by obtaining independent professional services, examined and fully satisfied himself as to the following:
 - (a) The title of the Promoter to the Project Land and also the said Apartment;
 - (b) The right of the Promoter in respect of the Project Land;
 - (c) The terms, conditions, restrictions and obligations contained in the said Sale Agreement and these presents to be complied with and/or observed and performed by the Allottee during his period of ownership of the said Apartment,
 - (d) The Plans including the layout plan of the unit, the parking plan and including the floor plan;
 - (e) The No Objection Certificates and approvals issued by the concerned authorities;
 - (f) The total Carpet Area, Built-up Area and Super Built-up Area in respect of the said Apartment;
 - (g) The specifications of materials used for construction of the said Apartment and the Building;
 - (h) The Completion Certificate and/or Occupancy Certificate or partial Completion Certificate and/or Occupancy Certificate as obtained from the New Kolkata Development Authority;

and has agreed not to raise henceforth any objection or make any kind of requisition, whatsoever or howsoever, regarding the above and also waives his/their/its right, if

any, to do so.

The Purchaser confirms that after independently examining and verifying or causing independent examination and verification and being thoroughly satisfied about the ownership and title of the Promoter in respect of the Project Land and the documents relating thereto and the documents relating thereto, the Plans sanctioned by the NKDA/Sanctioning Authority and the necessary approvals and permissions including the Completion/Occupancy Certificate dated _____, the right, interest and entitlement of the Promoter as the developer in respect of the Project Land and after inspection of the said Apartment and the Buildings including the common Areas and facilities and being thoroughly satisfied about the actual constructions (including the quality and specifications thereof, the Carpet Area, Built- up Area and the mutually agreed Super Built-up Area of the said Apartment, the workmanship, the quality of materials used, the structural stability and the construction of the Buildings, the common areas and facilities and the said Apartment), the Purchaser has taken possession of the said Apartment and is completing the purchase of the said Apartment pursuant to the Agreement between the Promoter and the Purchaser. Prior to execution of this Deed, the Purchaser has made full payment of the Total Price, the Additional Charges mentioned in the said Agreement to the Promoter. The Purchaser undertakes and covenants not to raise henceforth any objection or make any requisition regarding any of the above matter/issues and also waives and disclaims all claims and rights, if any, to do so. The Purchaser declares and confirms that the construction of the Buildings including the said Apartment is complete in all respects to the complete satisfaction of the Purchaser and that the delay, if any, in completion has been and/or is deemed to be condoned by the Purchaser and that the Promoter has complied with all their obligations including those under the Act and that the Purchaser has no complaint or

claim whatsoever against the Promoter on any account whatsoever and the Purchaser also waives and disclaims all claims and rights, if any.

(I) **NOW THIS INDENTURE WITNESSETH** that in the premises aforesaid and in consideration of the sum of Rs. [_____] /- (Rupees [_____] only) (Price) together with applicable Goods and Service Tax of Rs. [_____] /- (Rupees [_____] only) and a sum of Rs. [_____] /- (Rupees [_____] only) towards Extra Charges by the Allottee to the Promoter paid at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt and Memo of Consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof doth hereby acquit release and forever discharge the Allottee and the said Apartment being hereby conveyed), the Promoter doth hereby grant convey, sell, transfer, release, assign and assure unto and in favour of the Allottee **ALL THAT** the said Apartment, more particularly mentioned and described in **Part-I of Schedule-B** hereunder written, **TOGETHER WITH** the pro rata share in the Residential Common areas, Amenities and Facilities of the Project, more fully mentioned in **Part-I of Schedule C** as permissible under applicable laws **AND TOGETHER WITH** the right to use and enjoy the Project Common Areas, Amenities and Facilities in common with the other allottees of the Project, more fully mentioned in **Part II of Schedule C** hereto **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the said Apartment **AND** all the estate right title interest property claim and demand whatsoever of the Promoter into or upon the said Apartment **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Apartment **TO HAVE AND TO HOLD** the said Apartment and every part thereof unto and to the use of the Allottee absolutely and forever **SUBJECT NEVERTHELESS TO** the Allottee's covenants and agreements hereunder

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

(II) **THE PROMOTER DOTH HEREBY COVENANT WITH THE ALLOTTEE** as follows:-

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

- (3) The Promoter for the time being, and subsequently the Association, after handing over the charge of maintenance and management of the Project to the Association by the Promoter, shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Allottee make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the said Apartment hereby granted sold conveyed and transferred unto and to the Allottee in the manner aforesaid as shall or may be reasonably required by the Allottee.
- (4) The Promoter shall transfer the advance deposit of an amount equivalent to 2 (Two) year's estimated maintenance charges, if any ("Maintenance Deposit") and sinking fund received from the Allottee in terms of the Agreement for Sale to the Association upon its formation, subject to deductions and charges as mentioned therein.
- (5) The Promoter for the time being, and the Association, upon the Promoter handing over all documents of title to the Association, shall unless prevented by fire or some other irresistible force or accident from time to time and at all times hereafter upon every reasonable request and at the costs of the Allottee produce or cause to be produced to the Allottee or to their attorneys or agents at or before any trial, examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the said Project and also shall at the like request and costs of the Allottee deliver to the Allottee such attested or other copies or extracts therefrom as the Allottee may require and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and uncanceled.
- (6) In case any structural defect or any other defect in workmanship is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, the Promoter shall rectify such defects

without further charge, within 30 (thirty) days in terms of the said Agreement for Sale, and in the event of the Promoter's failure to rectify such defects within such time, the Allottee shall be entitled to receive appropriate compensation under applicable laws, Provided However, that the Promoter shall not be liable under any circumstances if any additions, alterations and/or modifications etc. have been made in the Buildings, Project Common Areas and Facilities and/or any of the Apartments by the Apartment Owners including the Allottee herein and/or if there is any deviation found from the sanctioned Plans. It is clarified that the above said responsibility of the Promoter shall not cover defects, damage or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Allottee or its nominee /agent / authorized person(s) (iii) case of force majeure (iv) failure to maintain the amenities /equipment (v) accident and (vi) negligent use.

- (a) Provided that where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Apartment/Building and if the annual maintenance contracts are not done/renewed by the allottee and/or the Association, the Promoter shall not be responsible for any defects occurring due to the same.
- (b) The project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the respective vendors/manufacturers 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 apartments and the common project amenities wherever applicable.
- (c) The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Apartment /Building includes minor

hairline cracks on the external and internal walls excluding the RCC, structure which occur due to shrinkage in concrete, block work/brick work, plaster, which is inherent property of cementitious material and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. Any claim raised by the Allottee for structural defects shall only be considered valid and raised after confirmation of the same by the structural engineer as appointed by the Promoter for the instant Project from time to time.

- (d) It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee, it shall be necessary for the Allottee to provide the Promoter or its men and or agents and representatives reasonable opportunity to inspect, assess, and determine the nature of the purported defect (if any).
- (e) Notwithstanding anything contained hereinbefore, it is expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of the purported defect, alters the state and condition of the area of the purported defect, then in such event, the Promoter shall be relieved of its obligations contained hereinbefore.
- (f) It is further made clear that the structural defect, if any, must be certified by the Structural Engineer engaged by the Promoter that such defect has been made at the time of construction and is not due to wear and tear and/or due to weather elements and/or natural causes /calamities and/or due to any additions, alterations and/or modifications, etc. made by any of the allottees and/or occupants of the Building.
- (g) The decision of the Structural Engineer shall be final and binding on the parties. The Allottee is aware that the said Building is a monolithic structure and any change(s), alteration(s) including breaking of walls or

any structural members or the construction of any new wall or structural member may adversely impact the Building at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's obligation to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Allottee and/or the association of allottees shall have no claim(s) of whatsoever nature against the Promoter in this regard.

- (h) The Promoter shall keep the Allottee indemnified against any loss caused to him due to defective title of the Project Land that is known to the Promoter but has not been disclosed to the Allottee or which the Allottee could not have found out in spite of due diligence and care, subject to the Allottee not having committed default or violation or breach or non-compliance of any of the terms and conditions of this Indenture.

(III) THE ALLOTTEE DOTH HEREBY COVENANT WITH THE OWNERS AND THE PROMOTER as follows:

- (1) The Allottee has also examined and satisfied himself/herself/itself about the title of the Project Land and about all the permissions and licenses issued by the concerned authorities, including those relating to occupation of the Building, installation, maintenance and user of lift, generator and other utilities and facilities at the said Project and fire safety under the West Bengal Fire Service Act, 1950 and Rules made thereunder and also acquainted themselves and accepted and agree to comply with the norms, conditions, rules and regulations with regard to the use and enjoyment thereof as well as of water, electricity, drainage, sewerage, etc.
- (2) The Proportionate share of the Allottee shall be variable depending on Additional/Further Constructions, if any, made by the Promoter from time

to time and the Allottee hereby irrevocably consents to the same. Any such variation shall not affect the Total Price and no claim can be raised regarding the same by the Allottee and the Allottee shall not be entitled to and covenants not to demand any refund out of the Total Price paid by the Allottee on the ground of or by reason of any variation of the Proportionate share.

- (3) The Allottee has irrevocably consented and/or hereby irrevocably consents that the Promoter shall be entitled to make in future Additional/Further Constructions by way of additional/further construction in the Project Land including by raising of any additional floor/storey/construction over the roof of the Building (including the Common Roof Area) and/or by way of construction of additional buildings/structures in the open land/spaces in the Project Land and shall at its absolute discretion be entitled to make from time to time additions or alterations to or in the Building and/or the Residential Common areas, Amenities and Facilities and the Project Common areas, Amenities and Facilities and such future Additional/Further Constructions/exploitation shall belong exclusively to the Promoter who shall be entitled to sell, transfer, convey and/or otherwise deal with and dispose of the same in any manner whatsoever and appropriate all considerations and other amounts receivable in respect thereof. For the aforesaid purpose the Promoter is entitled to shift any part of the Residential Common areas, Amenities and Facilities and the Project Common areas, Amenities and Facilities (including common areas and installations, lift machine rooms and water tanks and the Common Roof Area) to the ultimate roof and also to make available the common areas and all utility connections and facilities to the Additional/Further Constructions. The Promoter shall, if required, be entitled to obtain necessary permission / sanction from the concerned authorities regarding the above or get the same

regularized/approved on the basis that the Promoter has an irrevocable sole right in respect of the same and the Allottee has irrevocably consented and/or hereby irrevocably consents to the same. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price and that the total number of Residential Common areas, Amenities and Facilities and the Project Common areas, Amenities and Facilities mentioned in Schedule 'C shall not be reduced to the detriment of the Allottee.

- (4) The Allottee agrees and binds himself/ herself/ itself/themselves that the Allottee shall and will at all times hereafter abide by and observe the restrictions set-forth in the Schedule-E hereunder written and also those as contained in the said Sale Agreement.
- (5) On and from the Possession Date, the Allottee binds himself/themselves to regularly and punctually pay the following amounts and outgoings:
 - (I) NKDA and/or other rates and taxes, surcharge and water tax, if any and as assessed on the said Apartment, directly to the competent authority Provided That so long as the said Apartment is not separately assessed for the purpose of such rates and taxes, the Allottee shall pay to the Promoter, for the time being, and upon its formation, the Association, as the case may be, proportionate share of all such rates and taxes assessed on the Project.
 - (II) All other impositions which includes but is not limited to levies, cess, taxes and outgoings (including Multi storied Building Tax, Urban Land Tax, betterment fees, development charges, Goods and Services Tax, etc.) whether existing or as may be imposed, increased or enhanced or levied at any time in future on the said Apartment or on the Project by any Government or Statutory Authority or Authorities, wholly in case the same relates to the Said Apartment and proportionately in case the same relates to the said Project.

- (III) Electricity charges for electricity consumed in or relating to the said Apartment directly to the electricity supplying body.
- (IV) Maintenance charges and proportionate share of all Common Expenses (excluding any contribution towards major repairs, renovation, etc. in or for the Building, as may be required at any time in future) as shall be assessed on the Said Apartment and demanded from time to time by the Promoter for the time being or, upon its formation, the Association, as the case may be. The said maintenance charges and the proportionate share of all Common Expenses shall however be subject to revision from time to time as be deemed fit and proper by the Promoter for the time being, or the Association upon its formation, after taking into account the common services provided at the Project.
- (V) All other charges as mentioned in the said Agreement for Sale.
- (6) All payments mentioned herein shall, unless so otherwise mentioned, in case the same be monthly payments, shall be made to the Promoter or upon its formation, to the Association, within 7 (seven) days of each and every month for which the same becomes due and otherwise within [_____] days of the Promoter or its nominee leaving its bill for or demanding the same at the above address of the Allottee and the Allottees shall keep the Promoter and the Association, upon its formation, indemnified against all losses damages costs claims demands actions and proceedings that may arise due to non-payment or delay in payment thereof.
- (7) The apportionment of the liability of the Allottee in respect of any item of expenses, tax, duty, levy or outgoings payable by the Allottee in respect of the said Apartment shall be done by the Promoter for the time being and the Association upon its formation and the same shall be final and binding on the Allottee and the Allottee shall not be entitled to raise any dispute or objection of any nature whatsoever nor shall the Allottee be entitled to hold the

Promoter or its nominee or the Association responsible to furnish any accounts, vouchers, bills, documents etc. or render explanation of expenses incurred by it in any manner.

- (8) The Allottee shall compensate any income tax liability that may become payable by the Promoter due to there being any difference between the market valuation of the said Apartment as per the registration authorities and the Total Price paid by the Purchaser by making payment to the Promoter the agreed compensation equivalent to such income tax liability on such difference at the highest applicable tax rate at the prevailing time and any interest and/or penalty in respect thereof and such payment shall be made by the Purchaser within 15 days of demand by the Promoter and such liability and obligation shall continue even after handing over of possession and/or execution and registration of this Deed of Conveyance.
- (9) The Allottee shall within 3 (three) months from the date hereof apply for and obtain separate assessment of the said Apartment from the concerned authority, and the Promoter shall sign necessary papers and declarations as may be required.
- (10) The Allottee shall permit the Promoter for the time being and, upon its formation, the Association and their surveyors or agents with or without workmen and others at all reasonable times upon 48 hours prior notice, except in case of emergency, to enter into and upon the said Apartment and every part thereof for the purpose of repairing reinstating rebuilding cleaning lighting and keeping in order and good condition the sewers drains pipes cables water courses gutters wires structures or other conveniences belonging to or serving or used for the Building and also for the purpose of laying down reinstating repairing and testing drainage and water pipes and

electric wires and cables and for similar purposes and also to view and examine the state and condition of the said Apartment, and the Allottee shall make good all defects leakages and want of repairs within [_____] days from the date of receiving notice in writing from the Promoter or the Association.

(11) From the date of execution hereof and till the continuance of its ownership of the said Apartment , the Allottee shall:

- (I) use the said Apartment only for residential purpose in a decent and respectable manner and for no other purposes;
- (II) use the parking area, if any, is expressly allotted to the Allottee hereunder, only for the purpose of parking of his own medium sized motor vehicles;
- (III) use the Project Common Areas, Amenities and Facilities in common with the allottees of the Project and the Residential Common Areas, Amenities and Facilities in common with the allottees of the Residential Segment and also to keep the same in a clean and orderly manner free from obstructions and encroachments and not store or allow anyone else to store any goods articles or things in the staircase, lobby, landings, pathways, passages or in any other common areas of the Project;
- (IV) carry out any work directed to be carried out in respect of the Said Apartment by any competent authority;
- (V) do or permit to be done any act or thing which is likely to cause nuisance, annoyance or danger to the other allottees, their guests, employees, agents, staff;

(12) The Allottee shall not make any structural additions or alterations to the said Apartment (including internal partition walls, etc.) nor to the Building nor shall change or alter or permit the alteration in the outside colour scheme of the exposed walls or any external walls or the elevation or façade of the Building or the said Apartment and also not to decorate or paint or clad the exterior of the said Apartment otherwise than in the manner as be

agreed to by the Promoter for the time being and upon its formation, the Association, in writing. However, the Allottee will be allowed to make changes to the main door of the said Apartment.

- (13) The Allottee is aware, has understood and agrees that the said Apartment along with the said Parking Space shall be treated as a single indivisible unit for all purposes and the Allottee shall have no right to part with the said parking space under any circumstance whatsoever.
- (14) The Allottee shall abide by the House Rules as may be prescribed by the Promoter for the time being and upon its formation, the Association from time to time and as morefully detailed in **Schedule-F** written hereunder. The Allottee shall not, individually or in common with any other Allottee, do or permit to be any act or deed that would result in the non-renewal of the Building's Green Building certification.
- (15) The Allottee further agrees and covenants with the Promoter that the Allottee shall at all times hereafter allow and permit unhindered access and use of the Project Common Areas, Amenities and Facilities to the other allottees and/or occupiers of the Project and of the Residential Common Areas, Amenities and Facilities to the allottees and/or occupiers of the Residential Segment. The Promoter accordingly agrees and covenants with the Allottee that the Allottee shall likewise be entitled to the unhindered access and use of the Project Common Areas, Amenities and Facilities on reciprocal arrangement.
- (16) The Allottee further covenants that if at any time subsequent hereto, the said Proportionate Undivided Share of the Allottee is to be conveyed and transferred to the Association in compliance with any applicable laws, then the Allottee agrees to co-operate with the Promoter without any demand or delay to have the said Proportionate Undivided Share transferred to the Association by attending the execution and registration of the Deeds of

Transfer made in favour of the Association and bearing the proportionate cost of such transfer, as may be assessed by the Promoter or the Association. In case the Allottees refuse to or delays in getting such transfer done within the time required by the Promoter or the Act or Rules or Regulations or any other laws applicable from time to time, then the Promoter shall as the constituted attorney of the Allottees be entitled to execute such Deeds of Transfer and present the same for registration before the appropriate authority / Registrar and to also do all such acts and deeds, as are consequent and/or incidental thereto.

- (17) The Allottee shall not do any work which would jeopardize the soundness or safety of the Project, reduce the value thereof or impair any easement nor shall the Allottee add any material structure or excavate any additional basement or cellar or encroach upon any part of the common and open space including the common areas and facilities.
- (18) The Allottee shall, in using the said Apartment , not do or permit to be done any act, deed or matter or thing which may tend to cause any disturbance or annoyance or nuisance to the Promoter for the time being, and upon its formation, the Association, as the case may be, or the other occupants of the Building or occupants of any adjoining or neighboring property, nor use or permit or suffer the said Apartment or any part thereof for any illegal, immoral, undesirable or anti-social purposes, nor carry on or permit to be carried on in the said Apartment any offensive, noisy or dangerous practice nor store or permit to be stored any hazardous or combustible or contraband or illegal articles in the said Apartment.
- (19) The Allottee shall not, at any time, claim any title, share, right, and/or interest of any nature whatsoever, except as specifically conveyed herein, in any areas of the Project save and except the said Apartment. The Allottee shall only have user rights in the Project Common Areas, Amenities and

Facilities and the Residential Common Areas, Amenities and Facilities to the extent required for beneficial use and enjoyment of the said Apartment, which the Allottee hereby accepts and agrees that the Allottee shall not, under any circumstances, raise any claim of ownership of any component or constituent of the Project Common Areas, Amenities and Facilities or the Residential Common Areas, Amenities and Facilities.

- (20) The Allottee is aware and agrees that neither any of the (i) open and covered spaces in the Building and the Project Land not included in the Residential Common Areas, Amenities and Facilities and the Project Common Areas, Amenities and Facilities as morefully mentioned in Schedule C hereunder, , (ii) other Apartments, Units and Parking Area in the Building (except the right to park medium sized car(s) in the allotted parking space) and/or the Project Land, (iii) Exclusive Open Terrace attached and/or appurtenant to other Apartments, and (iv) right of further construction on any part of the open land/space comprised in the Project Land or raising of any additional floor/storey/construction on the roof of the Building, do not form a part of the Residential Common Areas, Amenities and Facilities & Project Common Areas, Amenities and Facilities, and the Allottee shall have no right, title, interest, claim or entitlement whatsoever in respect thereof and the 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 the Promoter in their absolute discretion, without any reference to the Allottee who hereby consents to the same and hereby disclaims, relinquishes, releases and/or waives any right, title, interest, entitlement or claim that the Allottee may be entitled to, both in law or in equity, in favour of the Promoter.
- (21) That the Allottee shall not keep in the parking space, if any, anything other than cars or use the said parking space for any purpose other than parking

of cars or two wheelers or raise any kucha or pacca construction, grilled wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein.

- (22) That the Allottee shall not use the name/mark of the Promoter in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the Apartment and if the Allottee does so, the Allottee shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark of the Promoter.
- (23) The Allottee shall abide by, observe and perform all rules regulations and restrictions from time to time made in force by the Promoter for the time being and upon its formation the Association (including those contained in the said Sale Agreement and in these presents) or the appropriate authorities for the user and management of the Project and every part thereof and in particular the Residential Common Areas, Amenities and Facilities and the Project Common Areas, Amenities and Facilities.
- (24) Notwithstanding anything to the contrary contained elsewhere in this Deed or otherwise it is hereby expressly agreed and made clear as follows:
 - (I) The covered mechanical Parking Area sanctioned by NKDA are meant to be used only for parking cars by the Allottees of this Project only.
 - (II) The total number of covered mechanical Parking Area in the Project exceeds the total number of Apartments/Units in the Project. The sizes of the apartments are different and the car parking space requirement of the Allottees also varies.
 - (III) The covered mechanical parking can be used for parking cars by the allottees of the Residential segment and Commercial segment, as shall be demarcated.
 - (IV) For the sake of certainty and clarity and to avoid any confusion, specified car parking spaces are being earmarked and allotted along with specified

- Apartments so that the same cars are parked in the same space every day.
- (V) Accordingly, at the request of the Allottee, the Promoter has allotted the said Parking Area for exclusive use by the Allottee.
- (25) Notwithstanding anything to the contrary contained elsewhere it is hereby made clear that any area not included in the Residential Common areas, Amenities and Facilities and the Project Common areas, Amenities and Facilities that remains unsold shall belong exclusively to the Promoter and the Promoter shall be entitled to deal with and dispose of the same in any manner they deem fit and appropriate the consideration for the same.
- (26) The Allottee shall comply with and not permit the violation of any laws, rules, regulations, bye-laws, ordinances, judgements, or court orders, as may as be applicable, and keep the Promoter and the Association indemnified against all damages, losses and costs as may arise out of any illegal act of the Allottee.
- (27) The Allottee shall undertake responsibility for any acts done by their relatives, servants, guests and representatives in the building and keep the Promoter for the time being and upon its formation, the Association, as the case may be, indemnified against all damages, losses and costs as may arise out of any act done by the Allottee's relatives, servants, guests and representatives.
- (28) The Allottee shall not do or permit to be done any act deed or thing which may render void or voidable any policy of insurance of any unit/apartment or any part of the building or may cause any increase in the premium payable in respect thereof.
- (29) That the Allottee shall not store any furniture in the lobby area or any of the Residential Common Areas, Amenities and Facilities and/or the Project Common Areas, Amenities and Facilities. A penalty of Rs. 5000/- per day shall be imposed on the Allottee for any violation of this covenant.

- (30) That the Allottee shall not change the design of the lobby area, except as determined by the Promoter. Violation of this covenant shall expose the Allottee to be liable to pay compensation and damages to the Promoter as detailed in **Schedule E** written hereunder.
- (31) The Allottee shall not seek partition or division or separate possession in respect of the said Apartment under any circumstances.
- (32) The Allottee shall not enclose the terrace/ balconies/ utility areas under any circumstances.
- (33) The Allottee 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 Building and/or the transfer, sale or disposal of any other Apartment or portion of the Building. In default, the Purchaser shall be responsible and liable for all losses and damages which the Promoter may suffer in this regard.
- (34) The Allottee shall pay all amounts and deposits that are payable by the Allottee under the said Sale Agreement and/or this Deed and/or which are the liability of the Allottee under the said Sale Agreement and/or this Deed even if the same are demanded and/or become payable subsequent to the execution of this Deed. It is expressly clarified that the Allottee shall be liable to pay all taxes, outgoings and arrears including but not limited to Goods and Services Tax payable, whether existing or as may be imposed, increased or enhanced or levied at any time in future on the said Apartment or on the Project by any statutory authority.
- (35) The Allottee shall be solely responsible to maintain the said 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 Building, or the said Apartment or the Residential Common areas, Amenities and Facilities and the Project

Common areas, Amenities and Facilities which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment and shall keep the said Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

- (36) The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- (37) The Allottee hereby accords its consent to the Promoter that the Promoter shall have full right, title, interest to use and utilize any additional FSI/FAR in respect of the Project Land in compliance with applicable law, which may be made available even after this Deed has been executed and the Allottee(s) or any member of the Association shall not raise any objection of whatsoever nature for the same.

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

- (1) The properties benefits and rights hereby conveyed unto and in favour of the Allottee is and shall be one lot and shall not be partitioned or dismembered in part or parts and the Allottee shall also not claim any division, separate possession, or partition in the Project Land towards its said pro rata share appurtenant to the said Apartment. It is further agreed and clarified that any transfer of the said Apartment by the Allottee shall not be in any manner inconsistent herewith and the covenants herein shall run with the land and the transferee of the Allottee shall be bound to abide

- by the rules and regulations framed for the Building and become a member of the Association.
- (2) The Promoters shall be entitled at all times to install, display and maintain its name and/or the "TRAYAM" project logo on the roof of the Building and/or other areas in the Building and/or the Project Land by putting up hoardings, display signs, neon-signs, lighted displays, etc. without being required to pay any charges for the same, and no one including the Allottee and the Association shall be entitled to object or to hinder the same in any manner whatsoever.
- (3) The Allottee shall pay the all taxes and outgoings as levied by the concerned authorities or any other statutory authority in respect of the said Apartment from the Date of Possession. Other liabilities payable by the Allottee under the said Agreement for Sale or this Deed or otherwise in respect of the said Apartment including maintenance charges, other impositions, outgoings and expenses etc. shall be paid by the Allottee with effect from the Date of Possession. In case the Allottee was granted access to the said Apartment for the purpose of fit-outs, furniture, etc. prior to the Date of Possession, then the electricity charges shall be paid by the Allottee with effect from the date the Allottee was granted access to the said Apartment for the purpose of fit-outs, furniture, etc.
- (4) All the apartments/units and other constructed areas as well as the other open and covered spaces in the Project, until the same be disposed of by the Promoter, shall remain the exclusive property of the Promoter and the Allottee shall not claim any right or share therein.

- (5) After the allotment and transfer of all the apartments in the Project or earlier, as the case maybe, the Association of the allottees shall be formed in terms of the said Agreement for Sale and the Allottee herein shall be a member thereof, having voting rights therein in accordance with the Act and the Rules. The Allottee shall, sign and execute all papers, documents, declarations and applications for the purpose of formation of the Association and its taking charge of the acts relating to the Common Purposes.
- (6) The Articles, Rules, Regulations etc. of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect.
- (7) In terms of the Real Estate (Regulation and Development) Act, 2016, the Promoter is, inter alia, required to execute a registered conveyance deed in respect of the Apartment, if any, in favour of the Allottee and in respect of the undivided proportionate title in the common areas in favour of the Association. The West Bengal Apartment Ownership Act, 1972 mandates the formation of the Association but the process for such formation can be started only after grant of completion certificate. The Association shall have members who are owners of apartments and units in the Project in terms of the said Agreement for Sale. The Association is intended to be registered in due course ("Association" which expression shall mean and include the Association as finally registered). Even though the Association is not formed as yet, the Allottee has requested for immediate completion of sale of the said Apartment, to convey the said Apartment to the Allottee and to

convey the pro rata share in the Residential Common Areas, Amenities and Facilities and the Project Common Areas, Amenities and Facilities to the Allottee in trust and for the benefit of the Association in which the Allottee shall be one of its members, if directed or required to do so by a competent authority or if decided so by the Promoter. Accordingly, this Deed is being executed.

- (8) Until such time the Association is formed and takes charge of the acts relating to the Common Purposes, the Promoter or its nominees shall manage and maintain the Project and look after the Common Purposes subject however to the Allottee making payment of the proportionate share of maintenance charges, the Common Expenses and all other charges and expenses in terms hereof. The Promoter shall also be entitled to a management fee calculated at 15% and applicable GST of the total maintenance fee. In the event that the Promoter engages a nominee for the acts relating to the Common Purposes, references to the Promoter herein with regard to the Common Purposes shall thenceforth be deemed to be reference to such nominee.
- (9) Upon formation of the Association and its taking charge of the acts relating to the Common Purposes all the rights and obligations with regard to the Common Purposes shall be and/or stood transferred by the Promoter and/or its nominee to the Association. All references to the Promoter herein with regard to the Common Purposes shall thenceforth be deemed to be reference to the Association.
- (10) In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, NKDA rates and taxes, Common Expenses or any other amounts payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder, then the Promoter and upon its

formation and taking charge of the acts relating to the Common Purposes, the Association, shall, without prejudice to the generality of the foregoing, be entitled to, in addition to all measures morefully contained in **Schedule-D :-**

- (i) claim interest at the rate of 15 % per annum on all the outstanding amounts;
 - (ii) to demand and directly realise the amounts becoming due and payable to the Allottee by any tenant or licensee or other occupant in respect of the Said Apartment;
 - (iii) discontinue supply of water to the Said Apartment;
 - (iv) Disconnect electricity in the Said Apartment;
 - (v) Put up a notice of default at the notice board and/or other places in the common area as maybe deemed fit and proper, highlighting the name of the Allottee and the amounts due, in the interest of all the allottees of the Project.
- (11) The bills for maintenance charges / Common Expenses, electricity charges, and other charges payable by the Allottee to the Promoter and/or their nominees and upon its formation to the Association, shall be deemed to have been served upon the Allottee, in case the same is left in the said Apartment or in the letter box in the ground floor of the Building and earmarked for the said Apartment.
- (12) In the event that any provision of this Deed is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indication of the same is received by either of the parties of any relevant competent authority, the parties shall amend the provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of the parties, it may be severed from this Deed and the remaining provisions of this Deed shall remain in full force.

- (13) The Allottees shall bear registration charges including the stamp duty, registration fees, legal fees and such other expenses in respect of registration of this Deed of Conveyance.
- (14) The Promoter, may, at its sole discretion, without prejudice to its rights as set out in this Deed, waive the breach by the Allottee in not complying with the terms and conditions set out herein. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be a precedence and/or binding on the Promoter to exercise such discretion in the case of other allottees. Failure on the part of the parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
- (15) All other provisions, right and obligations, covenants and representations, contained in the Said Agreement, which are not in conflict with this Deed, shall be treated as part and parcel of this Deed and shall be deemed to be incorporated in this Deed by reference.

SCHEDULE - A

PART I

(PROJECT LAND)

ALL THAT piece and parcel of Bastu Land measuring about measuring about 10,777.756 Sq. Metres be the same or little more or less being Premises no. 05-0097, in Street no. 0097 (Erstwhile Plot no. 06, in Block BG), situated in New Town, P.S - New Town, 24 Parganas (N), Mouza - Mohisbathan, JL no. 18, Erstwhile Bidhannagar Municipality, New Town Action Area- I, Pin-code - 700156, butted and bounded by:

ON THE NORTH	:	Street No. 0097 (50 mt. R.O.W);
ON THE SOUTH	:	Street No. 0095 (18 mt. R.O.W);
ON THE EAST	:	HIDCO LAND;
ON THE WEST	:	Street No. 0124 (33'5 mt. R.O.W);

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

PART II

(DEVOLUTION OF TITLE)

- A. The Promoter is the absolute and lawful owner, seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of Bastu Land measuring about measuring about 10,777.756 Sq. Metres be the same or little more or less being Premises no. 05-0097, in Street no. 0097 (Erstwhile Plot no. 06, in Block BG), situated in New Town, P.S - New Town, 24 Parganas (N), Mouza - Mohisbathan, JL no. 18, Erstwhile Bidhannagar Municipality, New Town Action Area- I, Pin-code - 700156 (hereinafter referred to as "said Land") and more fully and particularly described in Schedule-A written hereunder vide an Indenture of Sale dated 19.09.2011 executed between the West Bengal Housing Infrastructure Development Cooperation Limited (WBHIDCO) and The Peerless General Finance and Investment Co. Ltd. (PGFI) duly registered in the office of Addl. District Sub Registrar, Bidhannagar and recorded in the Book no I, Vol 18, Pages - 16375 - 16383, being no. 10929 for the year 2011.
- B. In pursuance thereof, WBHIDCO delivered the possession of the said Land in favour of the Promoter by a letter vide Memo no. "MP-B/HIDCO/CE (EM)/22B/2824", on 24.11.2011.
- C. The said Land is earmarked for the purpose of building a project for commercial use as "Mercantile (Retail) - Assembly with 25% mixed used as Residential", as duly approved by WBHIDCO vide its letter bearing Memo no. "C-293/HIDCO/Admn-1356/2010" dated 14.07.2022.

SCHEDULE - B

PART I

(DESCRIPTION OF THE SAID APARTMENT)

ALL THAT the Apartment No.[_____] having carpet area of [_____] square feet, more or less, built up area of [_____] square feet, more or less, Super Built Up area of [_____] square feet, with an exclusive open terrace adjoining the Apartment containing a built up area of [_____] sq ft (50% of the same shall be constituted as chargeable area) amounting to agreed chargeable area of [_____] sq. ft., on the [_____] floor of the Residential tower No.____ along with [_____] closed/mechanical parking space being Parking Space No. [_____] as permissible under applicable laws, to be developed in accordance with the Specifications as mentioned in Part - II of the Schedule B, hereto TOGETHER WITH the pro rata share in the Residential Common areas, Amenities and Facilities of the Project TOGETHER WITH the pro rata right to use and enjoy the Project Common Areas, Amenities and Facilities in common with the other allottees of the Project as and when they are constructed or made ready and fit for us. The layout of the said Apartment and the Car Parking Space is delineated in Green colour on the Plan annexed hereto and marked as **Annexure "1"**.

PART II

(SPECIFICATIONS OF APARTMENT)

ASPECT	DESCRIPTION
Structure	
Floors	
Kitchen and Toilets	
Doors	
Windows	
Electricals	
Air Conditioning	
Elevators	
Wall Finish	
Waterproofing and treatments	
Generator	
Fire safety and security	

SCHEDULE - C

PART I

(RESIDENTIAL COMMON AREAS, AMENITIES & FACILITIES)

FLOOR NO.	DESCRIPTION
LOWER BASEMENT LEVEL (B2)	UPS ROOM
LOWER BASEMENT LEVEL (B2)	PARKING AREA
LOWER BASEMENT LEVEL (B2)	DRIVE WAY
LOWER BASEMENT LEVEL (B2)	STAIR (2 nos.) & LIFT (6 nos.) LOBBY
UPPER BASEMENT LEVEL (B1)	STAIR (2 nos.) & LIFT (6 nos.) LOBBY
GROUND FLOOR LEVEL	RESIDENTIAL TRANSFORMER ROOM AND SUBSTATION
GROUND FLOOR LEVEL	STAIR (4 nos.) & LIFT (6 nos.) LOBBY AND 2 nos. RESIDENTIAL LOUNGE
1ST FLOOR LEVEL	STAIR (4 nos.) & LIFT (6 nos.) LOBBY AND COMMON CORRIDOR AREA
2nd FLOOR LEVEL	STAIR (4 nos.) & LIFT (6 nos.) LOBBY AND COMMON CORRIDOR AREA
3rd FLOOR LEVEL	STAIR (4 nos.) & LIFT (6 nos.) LOBBY AND COMMON CORRIDOR AREA
4th FLOOR LEVEL	STAIR (4 nos.) & LIFT (6 nos.) LOBBY AND COMMON CORRIDOR AREA
5th FLOOR LEVEL	STAIR (4 nos.) & LIFT (6 nos.) LOBBY AND COMMON CORRIDOR AREA
6th FLOOR LEVEL	STAIR (4 nos.) & LIFT (6 nos.) LOBBY, COMMON CORRIDOR AREA AND CLUB HOUSE WITH SWIMMING POOL
7th FLOOR LEVEL	STAIR (4 nos.) & LIFT (6 nos.) LOBBY AND COMMON CORRIDOR AREA
8th FLOOR LEVEL	STAIR (4 nos.) & LIFT (6 nos.) LOBBY AND COMMON CORRIDOR AREA

9th FLOOR LEVEL	STAIR (4 nos.) & LIFT (6 nos.) LOBBY AND COMMON CORRIDOR AREA
10th FLOOR LEVEL	STAIR (4 nos.) & LIFT (6 nos.) LOBBY AND COMMON CORRIDOR AREA
11th FLOOR LEVEL	STAIR (4 nos.) & LIFT (6 nos.) LOBBY AND COMMON CORRIDOR AREA
12th FLOOR LEVEL	STAIR (4 nos.) & LIFT (6 nos.) LOBBY AND COMMON CORRIDOR AREA
13th FLOOR LEVEL	STAIR (4 nos.) & LIFT (6 nos.) LOBBY AND COMMON CORRIDOR AREA
14th FLOOR LEVEL	STAIR (4 nos.) & LIFT (6 nos.) LOBBY AND COMMON CORRIDOR AREA

PART II

(PROJECT COMMON AREAS, AMENITIES & FACILITIES)

FLOOR NO.	DESCRIPTION
LOWER BASEMENT LEVEL (B2)	UNDER GROUND WATER RESERVOIR (INCLUDING FIRE TANK)
	WATER TREATMENT PLANT (WTP) AND FIRE PUMP ROOM
	SEWAGE TREATMENT PLANT (STP)
	STORE ROOM -1 (House keeping consumable items and equipment)
	STORE ROOM -2 (Electromechanical equipment)
	STORE ROOM -3 (Oil and lubricant)
	ELECTRICAL ROOM
UPPER BASEMENT LEVEL (B1)	UNDER GROUND WATER RESERVOIR (INCLUDING FIRE TANK)
	SEWAGE TREATMENT PLANT (STP)
	ISP AND SERVER ROOM
	STORE ROOM (Multipurpose Utility)

	CCTV AND ELECTRICAL ROOM
SITE LEVEL	DIESEL GENERATOR SPACE (DG)
	INTERNAL ROAD
	PLANTATION AREA
GROUND FLOOR LEVEL	GARBAGE AND COMPACTOR
	FIRE COMMAND CENTER ROOM (FCC)
	FIRE KIOSK AREA

SCHEDULE - D
(COMMON EXPENSES)

1. MAINTENANCE: All costs and expenses for maintaining, white-washing, painting, repainting, repairing, renovating and replacing the common area machineries, equipment installations and accessories for common services, utilities and facilities (including the outer walls of the Buildings).
2. OPERATIONAL: All expenses for running and operating all machineries, equipment, installations and accessories for common facilities and utilities (including generator, lifts, water pump with motor etc.).
3. STAFF: The salaries of and all other expenses on the staff to be employed for the Common Purposes (including bonus and other emoluments and benefits).
4. ASSOCIATION: Establishment and all other expenses of the Association (including its formation) and also similar expenses of the Promoter or any agency looking after the Common Purposes until handing over the same to the Association.
5. TAXES: Municipal and other rates, taxes and levies and all other outgoings in respect of the Project or the Building or any part thereof (save those assessed separately in respect of the Said Apartment).
6. INSURANCE: Insurance premium for insuring the Building against

earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).

7. COMMON UTILITIES: Expenses for serving/supply of common facilities and utilities (including electricity, water, etc.) and all charges incidental thereto.
8. RESERVES: Creation of funds for replacement, renovation and/or other periodic expenses.
9. OTHERS: All other expenses and/or outgoings including litigation expenses as are incurred by the Promoter and/or the Association for the Common Purposes.

SCHEDULE - E

(ALLOTTEE'S COVENANTS)

- 1) Allottee's Covenants: The Allottee covenants with the Promoter (which expression shall for the purpose of includes the Association, wherever applicable) and admits and accepts that:

(1.1) Allottee's awareness and satisfaction with common amenities and facilities and specifications: The Allottee has examined and is acquainted with the Project and has agreed that the Allottee shall neither have nor shall claim any right over any portion of the Project save and except the said Apartment.

(1.2) Allottee to mutate and pay rates & taxes:

The Allottee shall - (1) pay all fees and charges and cause mutation in the name of the Allottee in the records of concerned authority within 3 months from the execution of the Deed of Conveyance, and (2) pay the rates& taxes (proportionately for the Project and wholly for the said Apartment from the date of possession notice and until the said

Apartment is separately mutated and assessed in favour of the Allottee), on the basis of the bills to be raised by the Promoter / Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the aforesaid bills.

(1.3) Allottee to pay maintenance charge:

The Allottee shall pay maintenance charge on the basis of bills to be raised by the Promoter/Facility Management Company or Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that (1) the Allottee shall not claim any deduction or abatement in the bills relating to maintenance charge and (2) the maintenance charge shall be subject to variation from time to time, at the sole discretion of the Promoter or Association (upon formation).

(1.4) Charge/Lien:

The Promoter shall have first charge and/or lien over the said Apartment for all amounts due and payable by the Allottee to the Promoter provided however if the said Apartment is purchased with assistance of a financial institution, then such charge/lien of the Promoter shall stand extinguished on the financial institution provided all dues payable to the Promoter are cleared by the Allottee and/or such financial institution.

(1.5) Obligations of Allottee:

(a) The Allottee shall:

- (i) Co-operate in management and maintenance : Co-operate in the management and maintenance of the Residential Common Areas,

Amenities and Facilities by the Promoter / Association (upon formation), as applicable.

- (ii) Observing Rules : Observe the rules framed from time to time by the Promoter/ Association (upon formation) for the beneficial common enjoyment of the Residential Common Areas, Amenities and Facilities and the Project Common Areas, Amenities and Facilities.
- (iii) Paying Electricity Charges : Pay for electricity and other utilities consumed in or relating to the said Apartment from the date of fit out.
- (iv) Meter and Cabling : Be obliged to draw electricity lines/wires, television cables, broadband data cables and telephone cables to the said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other apartment owners. The main electricity meter shall be installed only at the space designated for common meters. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables, dish antennae or pipes from, to or through any part or portion of and outside walls of the building in which the Apartment is located save in the manner indicated by the Promoter / Association (upon formation).
- (v) Residential Use : Use the Apartment for residential purpose only. Under no circumstances shall the Allottee use or allow the Apartment to be used for commercial, industrial or other non-residential purposes. The Allottee shall also not use or allow the Apartment to be used as a religious establishment, hotel, guesthouse, service apartment, mess, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- (vi) Maintenance of Apartment : Repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes and other fittings and fixtures inside the

Apartment, at the cost of the Allottee.

(vii) Use of Common Toilets : Ensure that the domestic help/service providers visiting the said Apartment use only the common toilets and while so using, keep the common toilets clean and dry.

(viii) Use of Spittoons / Dustbins : Use the spittoons / dustbins located at various places in the Project.

(ix) No Alteration : Not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the said Apartment and the building and (2) design and/or the colour scheme of the windows, grills and the main door of the said Apartment.

(x) No Structural Alteration and Prohibited Installations : Not alter, modify or in any manner change the structure or any civil construction in the said Apartment and the building. The Allottee shall not install any dish antenna on the balcony and/or windows of the Building and/or on any external part of the Building and/or the roof thereof. In the event the Promoter and/or the Association coming to know of any change made by the Allottee then the Promoter and/or the Association shall be entitled to demolish the changes and restore the said Apartment at the cost of the Allottee. In the event any change is made by the Allottee after the date of Deed of Conveyance, then also the Promoter and/or the Association shall be entitled to demolish the changes and restore the said Apartment to its original position at the cost of the Allottee. The Allottee shall be liable to make payment of the aforesaid cost without raising any objection as liability for payment of the same has arisen due to default of the Allottee. In addition to the cost of such repairs, the Allottee shall be liable to make a lump sum payment of Rs. 5,00,000/- (Rs. Five Lakhs only) to the Owner/ Promoter per structural alteration/ damage caused by it.

(xi) No Air Conditioning Without Permission : Not to install any window air-

conditioning units anywhere in the said Apartment and not to change the manner of installation of air-conditioners in the bedrooms (if any) and in such areas where air-conditioners are not installed by the Promoter to install air-conditioners only in designated areas as approved by Promoter. The Apartment has been provided with ledge for outdoor unit of split air conditioning system and also the route to take refrigerant piping, which the Allottee shall have to strictly follow while installing AC units.

(xii) No Collapsible Gate: Not install any collapsible gate outside the main door / entrance of the said Apartment or on the balcony or verandah.

(xiii) No Grills : Not install any grill and/or box grill on the balcony verandah or windows.

(xiv) No Sub-Division : Not to sub-divide the said Apartment and the Common Areas, under any circumstances.

(xv) No Change of Name : Not to change/alter/modify the name of the Building from that mentioned earlier in this Agreement.

(xvi) No Nuisance and Disturbance : Not to use the said Apartment or the Common Areas or the parking space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Building and/or the neighbouring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others.

(xvii) No Storage : Not to store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.

(xviii) No Obstruction to Promoter/ Association : Not to obstruct the Promoter / Association (upon formation) in their acts relating to the common areas, amenities and facilities and not obstruct the Promoter in constructing on other portions of the Building, and selling or granting rights

to any person on any part of the said Building.

(xix) No Obstruction of Common Areas : Not to obstruct the pathways and passages of the common areas or use the same for any purpose other than for ingress to and egress from the said Apartment.

(xx) No Violating Rules : Not to violate any of the rules and/or regulations laid down by the Promoter / Association (upon formation) for the use of the common amenities and facilities.

(xxi) No Throwing Refuse : Not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common areas save at the places indicated therefor.

(xxii) No Injurious Activities : Not to carry on or cause to be carried on any obnoxious or injurious activity in or through the said Apartment, the parking space, if any, the said Building, the common areas, including but not limited to acts of vandalism, putting up posters and graffiti.

(xxiii) No Storing Hazardous Articles : Not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said Apartment.

(xxiv) No Signage : Not to put up or affix any sign board, name plate, coloured films on the windows or other things or other similar articles in the common areas, inside or outside the windows and/or the outside walls of the said Apartment/said Building save at the place or places provided therefor provided that this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the said Apartment.

(xxv) No Floor Damage : Not to keep any heavy articles or things that are likely to damage the floor or install and operate any machine or equipment save usual home appliances.

(xxvi) No Installing Generator : Not to install or keep or run any generator in the said Apartment.

- (xxvii) No Misuse of Water : Not to misuse or permit to be misused the water supply to the said Apartment.
- (xxviii) No Damage to Common Portions : Not to damage the Residential Common Areas, Amenities and Facilities and the Project Common Areas, Amenities and Facilities in any manner and if such damage is caused by the Allottee or the family members, invitees, servants, agents or employees of the Allottee, the Allottee shall compensate for the same.
- (b) No Animal Slaughter : Not to kill, slaughter or otherwise harm or injure animals, livestock or birds etc. within the Apartment, Building and/or the Project Land or on any portion thereof, under any circumstances whatsoever, including for any religious purpose or otherwise.
- (c) No Hanging Clothes : Not to hang or cause to be hung clothes from the balconies of the said Apartment.
- (d) No Smoking in Public Places : Not to smoke in public areas of the Building and not to throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but to dispose them in dustbins after ensuring that the fire is fully extinguished from such cigarettes.
- (e) No Plucking Flowers : Not to pluck flowers or stems from the gardens.
- (f) No Littering : Not to throw or allow to be thrown litter in the common areas of the said Project.
- (g) No Trespassing : Not to trespass or allow trespass over lawns and green plants within the common areas.
- (h) No Overloading Lifts : Not to overload the passenger lifts and move goods only through the staircase of the Building.
- (i) No Use of Lifts in Case of Fire : Not to use the lifts in case of fire.
- (j) No Covering of Open Spaces : Not to cover any open spaces including the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment.

(k) Duty towards Pet Animals : The Allottee shall remain fully responsible for any pets kept by it. Acquisition of such pet must conform to applicable laws, and the pet must timely receive all necessary vaccinations. No pet shall be allowed within the Residential Common Areas, Amenities and Facilities and/or the Project Common Areas, Amenities and Facilities unless such pet is controlled by a responsible adult on a leash or in a pet carrier. The Allottee shall confine pet walks to the designated areas and shall obey all rules relating to pets on the Residential Common Areas, Amenities and Facilities and/or the Project Common Areas, Amenities and Facilities. The Allottee shall maintain meticulous hygiene standards for their pet and shall promptly and immediately pick up, clean and remove any solid waste and/or droppings deposited by their pet within the such area.

(l) To pay Goods & Service Tax : To make payment of applicable Goods & Service Tax that may be payable in respect of all amounts to be paid by the Allottee to the Promoter / Association in terms of this Agreement as also to pay all others taxes payable by the Allottee in terms of this Agreement.

(m) To affix Nameplate : To affix nameplate at the designated place only.

(1.6) Notification regarding Letting/Transfer : If the Allottee lets out or transfers the said Apartment, the Allottee shall immediately notify the Promoter / Association (upon formation) of the tenant's/transferee's address and telephone number.

(1.7) No Right in Other Areas: The Allottee shall not have any right, title and interest, claim or entitlement whatsoever over or in respect of the Project/Building (s) save and except the said Apartment and the share in the Residential Common Areas of the Project, and the Allottee shall not raise

any dispute or make any claim with regard to the Promoter either constructing or not constructing on the remaining land not being a part of the Project.

SCHEDULE - F
(HOUSE RULES)

1. The Allottee shall use :
 - a) the provided electric charging stations for alternative fuel vehicles to reduce the pollution due to vehicular transportation.
 - b) the rainwater harvesting systems to harvest water on-site and conserve water.
 - c) low flow and efficient water fixtures such as low-flow dual-flush toilets, showers, and sinks to reduce potable water consumption.
 - d) energy efficient HVAC (Heat Ventilation Air Conditioning) design and lighting design for low power consumption,
 - e) the space for storage and collection of recyclable materials such as dry waste, wet waste, E-Waste, and other kinds of waste.
2. The Allottee shall ensure that it shall not smoke in the said Apartment, the Residential Common areas, Amenities and Facilities and the Project Common areas, Amenities and Facilities except for the spaces specifically designated for smoking, ensuring that Project TRAYAM is smoke-free, and thereby ensuring the health and safety of all its occupants.

IN WITNESS WHEREOF the parties hereto have hereunto put their respective hands
the day month and year first above written.

SIGNED AND DELIVERED

by the within named PROMOTER
at Kolkata in the presence of:

SIGNED AND DELIVERED

by the within named ALLOTTEE
at Kolkata in the presence of:

RECEIPT RECEIVED

on the day month and year first
above written of and from the
within named Allottee the within
mentioned sum of Rs. (___)/- paid
as and by way of full consideration
in terms of these presents as per
Memo below.

(RUPEES _____ ONLY)

MEMO OF CONSIDERATION

RECEIVED as follows :

SL. NO	DATE	CHEQUE NO.	BANK & BRANCH	AMOUNT (RS.)

(RUPEES _____ ONLY)

WITNESSES :

Signature of the Promoter

For & on behalf of
The Peerless General Finance & Investment Co. Ltd.


Authorised Signatory

DATED THIS DAY OF _____, 2025

BETWEEN

THE PEERLESS GENERAL FINANCE AND
INVESTMENT CO. LTD

.....PROMOTER

(_____)

... ..ALLOTTEE

DEED OF CONVEYANCE

For & on behalf of
The Peerless General Finance & Investment Co. Ltd.


Authorised Signatory