

DEED OF CONVEYANCE

This Deed of Conveyance (“**Deed**”) is executed on this _____ day of _____, Two Thousand and Twenty-_____

BY AND BETWEEN

BENGAL DCL HOUSING DEVELOPMENT COMPANY LIMITED (PAN _____) a company within the meaning of the Companies Act, 2013, having its registered office at [•], P.O. [•], P.S. [•], Kolkata – [•], represented by its Director, [•], ([PAN No. [•]; AADHAAR [•]) son of [•], residing at [•], P.O. [•], P.S. [•], Kolkata – [•], hereinafter referred to as the ‘**Promoter**’ (which term or expression shall, unless excluded by or repugnant to the subject or context or meaning thereof, mean and include their successors, successors in interest, and/or assigns) of the **ONE PART**;

AND

Mr./Ms. [•] (Aadhar No. [•] / (PAN No.[•]) son/daughter of [•], aged about [•], residing at [•], hereinafter referred to as 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, representatives and/or assigns) of the **OTHER PART**;

The Promoter and Allottee shall hereinafter collectively be referred to as the ‘Parties’ and individually as ‘Party’

WHEREAS:

- A. 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 Layout Plan annexed hereto and marked as “**Annexure A**” and shaded in [•] colour thereon (the “**Entire Land**”), which was purchased from time to time by way of various deeds which is more fully described in **Part IV of SCHEDULE A** hereto (“**Title Deeds**”).
- B. The Entire Land is earmarked for development of an integrated real estate project in a phase wise manner, to be known as “**SAANVI**” or any other name that the Promoter may decide from time to time, comprising of various apartments, car parking spaces, common areas, amenities and facilities and commercial areas, organized into the following distinct clusters:

- (i) **Mahua-Madhabi Cluster** (*For allottees in the Lower and Middle Income Group Category*)

The portion of the Entire Land containing by measurement an area of [•] acres (delineated in the Layout Plan annexed hereto being “**Annexure A**” and shaded in [•] colour thereon), to be developed with multi-storeyed buildings/blocks of two types as follows:

- (a) **Madhabi Apartments** for the Lower Income Group (LIG); and
- (b) **Mahua Apartments** for the Middle Income Group (MIG);

together with internal roads, landscaped areas, utilities, amenities and installations, for the exclusive common use of the allottees of this cluster hereinafter collectively referred to as the “**Mahua-Madhabi Cluster Common Areas, Amenities, and Facilities**” and morefully described and particularly mentioned in **Part I of Schedule C** hereto.

- (ii) **Mallika Cluster (HIG)** *(For allottees in the Higher Income Group Category)*

The portion of the Entire Land containing by measurement an area of [•] acres (delineated in the Layout Plan annexed hereto being “**Annexure A**” and shaded in [•] colour thereon), to be developed with multi-storeyed buildings/blocks namely **Mallika Apartments** and **TOGETHER WITH** internal roads, landscaped areas, utilities, amenities and installations, for the exclusive common use of the allottees of this cluster hereinafter referred to as the “**Mallika Cluster Common Areas, Amenities and Facilities**”, and as morefully described and particularly mentioned in **Part II of Schedule C** hereto.

- (iii) **Neighbourhood Complex Cluster**

The portion of the Entire Land containing by measurement an area of [•] acres (delineated in the Layout Plan annexed hereto being “**Annexure A**” and shaded in [•] colour thereon), to be developed by construction of multi-storeyed building to comprise of cultural and/or commercial facilities, and other amenities and facilities as may be decided by the Promoter in accordance with applicable laws. The constructed spaces or portions thereof in the multi-storeyed building may be transferred to a single entity or individual, or to multiple entities or individuals or may be retained or may be earmarked by the Promoter as common areas, amenities and facilities, for the use and enjoyment of any cluster(s), as the case may be, at the sole discretion of the Promoter. The commercial/or and cultural facilities in this Cluster shall be open for not only the allottees of the Project Saanvi but also for the public at large to enable the allottees and/or lessees and/or users, as the case may be, of such units to carry on with their business therefrom and shall not be a portion of any common areas exclusively for the use and enjoyment of the allottees of Project Saanvi.

- (iv) **SAANVI Common Areas, Amenities & Facilities**

In addition to the aforesaid clusters, the Project shall include certain common areas, amenities and facilities, which are earmarked and meant for the use of allottees/occupiers of all the aforementioned clusters and as more fully described and particularly mentioned in **Part III of Schedule C** (the “**SAANVI Common Areas, Amenities & Facilities**”).

- C. The Promoter had at the first instance caused a plan to be sanctioned by the Hooghly Zilla Parishad being building plan (Acknowledgement) No. HQ9F5J38 dated 10th April, 2025, (“**Plan**”), in respect of a portion of the Entire Land containing by measurement an area of 2.76 acres, hereinafter referred to as the “**Phase I Land/Project Land**”, and more fully described and particularly mentioned in **Part II of Schedule A** hereunder, and delineated in the Layout Plan annexed hereto being “**Annexure A**” and shaded in [•] colour thereon, comprising of various residential buildings/blocks to be constructed in Mahua – Madhabi Cluster and Mallika Cluster. The phase (“**Phase I/Project**”) comprises of the following:.

(i) Mahua-Madhabi Cluster

- (a) Madhabi Block: One multi-storeyed building comprising of 20 (twenty) units.
- (b) Part of the common areas, amenities, facilities of the Mahua-Madhabi Cluster forming part of Phase I earmarked for the exclusive use of allottees of Mahua-Madhabi Cluster. These common areas, amenities, and facilities shall form a part of the Mahua-Madhabi Cluster and shall upon completion of subsequent phases, may be integrated with the larger Mahua-Madhabi Cluster of the project ‘Saanvi’ and held for the exclusive use and enjoyment of all Mahua-Madhabi Cluster allottees only.

(ii) Mallika Cluster

- (a) Mallika Block: 3 (three) multi-storeyed buildings, each comprising 6 (six) Mallika units.
- (b) Part of the common areas, amenities, and facilities of the Mallika Cluster forming part of Phase I earmarked for the exclusive use of allottees of Mallika Cluster. These common areas, amenities, and facilities forming part of Mallika Cluster shall, upon completion of subsequent phases, be integrated with the larger Mallika Cluster of the ‘Saanvi’ and held for the exclusive use and enjoyment of all

allotees of Mallika Cluster only.

- D. The Allottee had applied for allotment of an apartment in the Project vide application No. [•] dated [•] and has been allotted Apartment No. [•] containing by measurement a carpet area of [•] square feet, along with exclusive balcony/terrace having area of [•] square feet, built up area of [•] square feet, and agreed chargeable area of [•] square feet, on the [•] floor in Block [•] ("**Building**"), to be developed in accordance with the Specifications as mentioned in **Part II** of the **Schedule B**, hereto **TOGETHER WITH** the undivided and impartible share in the land beneath the Building **AND TOGETHER WITH** the right of exclusive use of the Mahua-Madhabi Cluster Common Areas, Amenities and Facilities and morefully described in **Part I** of **Schedule C** hereunder written **AND TOGETHER WITH** the right to enjoy the common areas, amenities and facilities of Saanvi as and when they are constructed or made ready and fit for use ("**Saanvi Common Areas, Amenities and Facilities**") morefully described in **Part III** of **Schedule C** hereto) in common with the other allottees of Saanvi (hereinafter collectively referred to as the "**said Apartment**") and morefully described in **Part I** of **Schedule B**). The layout of the said Apartment is delineated in [•] colour on the Plan annexed hereto and marked as **Annexure B**.
- E. By an Agreement for Sale dated [■] and registered with the [■] in Book No. I Volume No. [■], Pages [■] to [■], Being Deed No [■] for the year [■] (hereinafter referred to as the "**Said Agreement**") the Promoter agreed to sell and the Allottee agreed to purchase the said Apartment at or for the consideration and on the terms and conditions, morefully therein contained.
- F. The Promoter has since caused to be completed construction of the said Apartment in accordance with the Plans, and has obtained the completion certificate in respect of the aforesaid Building from the _____, being _____.
- G. 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 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 total Carpet Area, Built-up Area and Agreed Chargeable Area in respect of the said Apartment;
- (f) The specifications of materials used for construction of the said Apartment and the Building;

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

- H. Now at the request of the Allottee, the Promoter has in terms of the said Agreement agreed to execute and register these presents in favour of the Allottee in the manner as hereinafter contained.

NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in consideration of a sum of Rs. [•]/- (Rupees [•]only) ("**Unit Price**"), a sum of Rs. [•]/- (Rupees [•] only) towards Extra Charges, and applicable Goods and Service Tax amounting to Rs. [•]/- (hereinafter collectively referred to as the "**Total Price**") (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 right to use the Mahua-Madhabhi Common Areas, Amenities and Facilities of the Project, morefully mentioned in **Part I of Schedule C** as permissible under applicable laws **AND TOGETHER WITH** the right to use and enjoy the Saanvi 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 use, morefully mentioned in **Part III 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 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 municipal 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.

I. **THE PROMOTER DOETH HEREBY COVENANT WITH THE ALLOTTEE** as follows:-

- 1) The right, title, and interest which the Promoter doth hereby profess to transfer subsists and that the Promoter has 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) The Project Land is free from all encumbrances, mortgages, charges, liens, lis pendens, attachments, trusts, uses, debutters, tenancies, permissive possessors or occupiers, leases, thika tenancies, restrictions, restrictive covenants, vesting, acquisition, alignments, claims, demands and liabilities, whatsoever or howsoever, and that the Promoter has a good and marketable title to the Project Land.
- 3) 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.
- 4) The Promoter for the time being, and subsequently the associations, after handing over the charge of maintenance and management of the clusters to the respective associations 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.
- 5) It is hereby expressly and unequivocally agreed between the Parties as

follows:

- (i) That in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter in terms of the Agreement for Sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from Possession Date, save those as mentioned herein, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under applicable laws for the time being in force. Provided that the Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Allottee (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 Promoter or arising due to the Allottee making any changes or alterations in the said Apartment.
- (ii) The Promoter shall not be liable to rectify any defect occurring under the following circumstances:
 - (a) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee taking over possession of the Apartment, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
 - (b) If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottee, the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
 - (c) If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
 - (d) If the Allottee after taking actual physical possession of the

Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;

- (e) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost.
- (f) If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee or his / her agents in the manner in which same is required to be maintained.
- (g) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.
- (h) If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

III. THE ALLOTTEE DOTH HEREBY COVENANT WITH 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 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 undivided and impartible 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 / Agreed Consideration 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 undivided and impartible 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 and/or the Entire Land including by raising of any additional floor/storey/construction over the roof of the Building and/or by way of construction of additional buildings/structures in the open land/spaces in the Entire Land and/or 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 Mahua-Madhabi Common areas, Amenities and Facilities and the Saanvi 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. 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 right in respect of the same and the Allottee has irrevocably consented and/or also hereby irrevocably consents to the same.
- 4) The Allottee, hereby agrees that in the event, the Promoter decides not to construct any future phases on the remaining portion of the Entire Land, reserved for future development, the Allottee and the other allottees in the project 'Saanvi' shall have no rights over the remaining portion of the Entire Land, and that project Saanvi shall for all purposes thereafter comprise of the constructed spaces together with common areas, amenities, facilities, as developed and provided till such date. The Allottee agrees that the Promoter shall be entitled to develop such balance portion of the Entire Land as a separate project either through itself or through any other third party as it may deem fit and proper. The Allottee hereby agrees and grants its consent to not raise any claims, and/or objections thereto.
- 5) 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.

- 6) The Allottee further specifically agrees and understands that the responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from: (i) misuse or negligent use; (ii) unauthorized modifications or repairs done by the Allottee (s) or its nominee(s)/agent(s); (iii) cases of force majeure; and (iv) failure to maintain the amenities/equipment's and accidents.
- 7) The Allottee further agrees that the Promoter shall not be responsible or liable for any defect, deficiency, malfunction, repair, replacement, maintenance or servicing in respect of any equipment, appliance, installation, fixture, fitting or product that is covered under an Annual Maintenance Contract ("AMC") executed with any third-party service provider, or during the period of warranty including any extensions thereto, and any issues, claims or disputes in relation thereto shall be directly taken up by the Allottee with the concerned service provider under the terms of such AMC or warranty as the case may be, with the Promoter having no obligation, liability or responsibility in this regard.
- 8) The Allottee hereby agrees to abide by the following terms in relation to formation of the association and the rules/bye-laws as may be formed by the association and/or the Promoter:
 - (i) The Allottee hereby agrees that the Promoter shall, in accordance with Applicable Laws, call upon the respective apartment owners of each cluster to form an association ("**Association**"), and it shall be incumbent upon the Allottee to join the Association as a member and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the same. The Allottee shall pay the proportionate costs and expenses (including but not limited to payment of proportionate Stamp Duty and Registration charges payable) for (i) formation of the Association, and (ii) transfer of the Saanvi Common Areas, Amenities and Facilities to the Federation, including but not limited to stamp duty and registration costs, if any. The Allottee hereby irrevocably authorizes the Promoter to take all necessary steps in this connection on his/her/their/its behalf, and further the Allottee agrees to comply with and/or adhere to all the Applicable Laws and all the rules, regulations, guidelines, etc. formulated from time to time by the Association.

- (ii) Upon formation of the Association of the respective clusters (i.e., Mahua-Madhabi Cluster, Mallika Cluster and Neighbourhood Cluster), the association of the respective clusters shall form the Federation in terms of the applicable laws.
- (iii) The Allottee agrees and undertakes to pay to the association of apartment owners of the Mahua-Madhabi Cluster, such maintenance charges as may be determined by the association from time to time, which shall be calculated in proportion to the ratio of the carpet area of the said Apartment to the aggregate carpet area of all the other apartments within the Mahua-Madhabi Cluster. Such charges shall be payable towards the maintenance, repair, upkeep, security, and administration of the common areas, services, and facilities within the Mahua-Madhabi Cluster and shall be payable in the manner and within the timelines prescribed by the association.
- (iv) In addition to the aforesaid, the association of apartment owners of respective clusters, shall further contribute, to the Federation for the maintenance of Saanvi Common Areas, Amenities, such charges as may be determined by the Federation from time to time. Such charges shall be computed in proportion to the ratio of the carpet area of the said Apartment to the aggregate carpet area of all apartments and/or units in all clusters forming part of the entire project Saanvi. The said charges shall be payable for the maintenance, upkeep, and management of Saanvi Common Areas, Amenities and Facilities.
- (v) Each apartment in Saanvi shall represent one (1) share, irrespective of the number of persons owning such Apartment. Further, in the event an apartment is owned by more than one person, then the allottee whose name first appears in this Agreement shall only be entitled to become a member of the Association. In the event that the Allottee is a minor, the local guardian of such minor shall become a member of the Association during the minority of the Allottee. A tenant or licensee of the allottee shall not be entitled to become a member of the Association.
- (vi) Upon formation of the Association, the Promoter shall hand over the Mahua-Madhabi Cluster Common Areas, Amenities and Facilities together with the relevant documents and plans pertaining thereto, to the Association of apartment owners within such time period and in such manner as prescribed under Applicable Laws (hereinafter referred to as the "Handover Date") . Save as provided herein, on

and from the Handover Date, the association shall, inter alia, become liable and responsible for the compliance, subsistence and renewal of all licenses, insurances, annual maintenance contracts and other contracts, guarantees, warranties, obligations etc., as may from time to time have been procured / obtained / entered into by the Promoter and the Association shall be responsible for proper safety and maintenance of the Project and of upkeep of all fixtures, equipment and machinery provided by the Promoter, and the Promoter shall upon such hand over stand automatically discharged of any liability and/or responsibility in respect thereof and the Allottee and the Association shall keep the Promoter fully saved, harmless and indemnified in respect thereof.

- (vii) The Allottee agrees and acknowledges that the sinking fund paid to the Promoter, will be handed over to the Association by the Promoter, without any interest, however after adjusting/deducting therefrom all amounts then remaining due and payable by the Allottee or the several other allottees of the Cluster on account of outstanding maintenance and common charges and expenses to the Promoter, together with interest accrued thereon. Such amount(s), if any, thus transferred shall be held by the Association on behalf of and on account of the Allottee and the other allottees of the Cluster. The Allottee undertakes to make good and pay to the Association all such amounts that may be deducted/adjusted as aforesaid by the Promoter as due and payable by the Allottee and/or to replenish any shortfalls caused on account of the Allottee. The Promoter shall not be held liable, in any manner whatsoever, for any shortfall in the sinking fund due to the above adjustments or otherwise after the handover of the sinking fund by the Promoter to the Association and the Allottee and the Association shall jointly and severally keep the Promoter indemnified for the same.
- (viii) The Allottee acknowledges and agrees to allow the Promoter to adjust any receivables and/ or dues towards common charges and expenses from the Sinking Fund before the same is handed over to the Association. The Allottee hereby agrees and undertakes to bear all taxes that may be levied on the Promoter on account of making such adjustments and/or on account of the Promoter transferring/handing over the Sinking Fund to the Association. On any such adjustments being made from the Sinking Fund, the Allottee hereby undertakes to make good the resultant shortfall in the sinking fund within 15 (fifteen) days of a demand made by the Association with respect thereto.

- (ix) The Promoter has assured the Allottees that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. In the event the Association and/or the Promoter form bye-laws, rules, regulations which 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, the Allottee hereby acknowledges that it/he/she shall be bound by the bye-laws, rules and regulations which may be framed in relation to maintenance and management of the Building and/or the Project by the Promoter or the Association, as the case may be, and in any event, by way of negative covenants, agrees not to act contrary to such rules and regulations which may be framed and/or be made applicable to all the apartment owners or occupiers of the Building and/or the Project.
- (x) The Allottee expressly agrees and acknowledges that it is obligatory on the part of the Allottee to regularly and punctually make payment of the proportionate share of the common charges and expenses and further acknowledges that non-payment of the same is likely to affect the maintenance and rendition of the common services, thus affecting the right of the co-buyers and/or co-occupiers in project Saanvi.
- (xi) Further, the Allottee agrees and undertakes to pay all necessary deposits/charges to the Promoter or the Association, as the case may be, including the interest free security deposit(s) payable to the concerned statutory bodies/ authorities or other entities, each as may be determined by the Promoter or the Association, as the case may be, each within such timelines as may be prescribed by the Promoter or the Association, as the case may be.
- (xii) Without prejudice to their rights available, in the event that any amount payable to the Promoter or the Association is not paid within 2 (two) months from the date of the notice in this regard, the Promoter or the Association, as the case may be, shall also be entitled to take such further steps as it may reasonably determine for recovery of the said amounts.
- (xiii) It has been agreed by the parties that the Association(s) of all the allottees of the respective clusters as and when the same is completed in its entirety shall own in common all common areas, amenities and facilities of such respective clusters together with all

easement rights and appurtenances belonging thereto.

- 9) On and from the Possession Date, the Allottee binds himself/themselves to regularly and punctually pay the following amounts and outgoings:
- i) Municipal and/or other rates and taxes, surcharge and water tax, if any and as assessed on the said 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 Multistoried Building 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.
- 10) 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.

- 11) 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.
- 12) 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.
- 13) 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 Saanvi Common Areas, Amenities and Facilities in common with the allottees of the project Saanvi and the Mahua-Madhabi Common Areas, Amenities and Facilities in common with the allottees of the Mahua-Madhabi Cluster 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;
 - (iii) carry out any work directed to be carried out in respect of the said Apartment by any competent authority; and
 - (iv) 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.

- 14) 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.
- 15) Notwithstanding anything to the contrary contained elsewhere it is hereby made clear that any construed spaces and/or saleable areas not included in the Mahua-Madhabi Common Areas, Amenities and Facilities and the Saanvi 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.

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 undivided and impartible 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 Promoter shall be entitled at all times to install, display and maintain its name and/or 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 Baruipara Paltagarh Gram Panchayat or any other statutory authority in respect of the said Apartment from the date of possession. Other liabilities payable by the

Allottee under 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.

- 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) 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.
- 6) 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.
- 7) The Allottee shall bear registration charges including the stamp duty, registration fees, legal fees and such other expenses in respect of registration of this Deed of Conveyance.
- 8) 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.
- 9) All other terms, conditions, provisions, right, obligations, and covenants, contained in the Said Agreement, which are not in conflict with provisions of this Deed, shall be treated as part and parcel of this Deed and shall be deemed to be incorporated in this Deed by reference.

- 10) All capitalized terms used but not defined herein shall have the same meaning as ascribed to them in the Said Agreement.

SCHEDULE – A

PART I (PROJECT LAND)

ALL THAT piece and parcel of land containing by measurement an area of 7.38 Acres (equivalent to 738 Satak) lying and situate at Mouza Ramnagar, J.L. No. 84, Ghanshyampur, under Baruipara – Paltagarh Gram Panchayat, P.O. Borui, P.S. Singur, District Hooghly, comprised in the following dags:

SI No.	Dag Nos.	Area In Satak
1	1706	25
2	1441 / 2555, 1699, 1700	10, 143, 116
3	1710 & 1710/2217	108, 107
4	1691	4
5	1441 / 2555	10
6	1441 / 2555	10
7	1686 / 2764	3
8	1441 / 2555	10
9	1689 & 1690	2.47 & 2.75
10	1441 / 2555	20
12	1700	118
		689
13	532	24
14	532	25
		49
		738

and butted and bounded in the manner that is to say:

ON THE NORTH : By Dag No. 529

ON THE EAST : By Dag Nos. 1701

ON THE SOUTH : By Durgapur Express Way

ON THE WEST : By Dag No. 1441

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
(PHASE 1 LAND)**

ALL THAT the piece and parcel of contiguous and adjacent land containing by measurement an area of 2.76 Acres lying and situate at Mouza Ramnagar, J.L. No. 84, Ghanshyampur, under Baruipara – Paltagarh Gram Panchayat, P.O. Borui, P.S. Singur, District Hooghly, comprised in the following dags:

Dag No.	Area in Acres
1689 (P)	0.02
1690 (P)	0.03
1441/2555	0.60
1686/2764 (P)	0.03
1691 (P)	0.04
1699 (P)	0.66
1700 (P)	1.13
1706 (P)	0.25
Total	2.76 Acres

and butted and bounded in the manner that is to say:

ON THE NORTH: Dag No. 1710
ON THE EAST : Part Dag No. 1691, 1690
ON THE SOUTH : Durgapur Express Way
ON THE WEST : Dag No. 1441

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

PART III

(TITLE DEEDS)

SI No.	Deed Nos.	Dag Nos.	Area In Satak
1	808 of 2007	1706	25
2	815 of 2008	1441 / 2555, 1699, 1700	10, 143,116
3	856 of 2011	1710 & 1710/2217	108, 107
4	190302021 for the year 2017	1691	4
5	190302032 for the year 2017	1441 / 2555	10
6	190302065 for the year 2017	1441 / 2555	10
7	190302066 for the year 2017	1686 / 2764	3
8	190302067 for the year 2017	1441 / 2555	10
9	190302071 for the year 2017	1689 & 1690	2.47 & 2.75
10	190302699 for the year 2017	1441 / 2555	20
12	190300758 for the year 2018	1700	118
			689
13	01398 for the year 2010	532	24
14	01399 for the year 2010	532	25
			49
			738

SCHEDULE - B
Part I
(Description of the Said Apartment)

Residential Apartment No [•] having carpet area of [•] square feet, along with exclusive balcony/terrace adjoining the apartment having area of [•] square feet, built up area of [•] square feet, and agreed chargeable area of [•] square feet, on the [•] floor in Block [•] ("**Building**"), to be developed in accordance with the Specifications as mentioned in **Part II** of the **Schedule B**, hereto **TOGETHER WITH** the undivided and impartible share in the land beneath the Building **AND TOGETHER WITH** the right to exclusive use of the common areas, amenities and facilities of the Mahua-Madhabi Cluster in common with other allottees of this cluster, **TOGETHER WITH** the right to use the Saanvi Common Areas, Amenities, and Facilities.

The lay out of the Apartment is delineated on the Plan annexed hereto and bordered in colour Green and Yellow respectively thereon.

PART II
SPECIFICATIONS OF THE APARTMENT

Sl. No.	Particulars	Specifications
1	Structure	RCC framed structure
2	Wall	External – AAC Blocks/ Brick Internal - AAC block/ Brick
3	Door	Frame - wood Shutter - Flush Door with SS hinge
4	Window	Aluminium glazed
5	Flooring	Living, Dining & Rooms - Vitrified Tiles
		Balcony - Antiskid Tiles
		Open Terraces – Cement Tiles
		Kitchen Counter - stone Floor - Tiles dado above counter – Ceramic Tiles
		Toilet floor - Antiskid Tiles Dado – Ceramic Tiles
6	Internal Wall finishes	White cement Putty
7	External Finishes	Weather coat paint
8	Electrical	Concealed wiring with modular switches

9	Toilet Fixtures Fittings	Vitreous CP Brass
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SCHEDULE – C

PART I

(MAHUA-MADHABI CLUSTER COMMON AREAS, AMENITIES AND FACILITIES)

1. Land containing by measurement an area of [•] acres forming part of the Mahua-Madhabi Cluster;
2. Internal roadways of Mahua-Madhabi Cluster;
3. Entry lobby of blocks;
4. Common lobbies in all floors;
5. Staircases and Munties;
6. Passage for entrance of respective blocks;
7. Passage to approach common areas;
8. CCTV surveillance cameras, firefighting detection system and appurtenances, TV network at strategic location installed in the Mahua-Madhabi Cluster;
9. Pump(s);
10. Electric Meter Space;
11. Space for WBSEDCL equipment;
12. Septic Tanks;
13. Overhead Water Tank(s);
14. Gate(s)
15. DG set(s);
16. Lifts and their accessories installations and spaces required;
17. Roof of respective blocks; and
18. Service Ducts

PART II

(MALLIKA CLUSTER COMMON AREAS, AMENITIES AND FACILITIES)

1. Land containing by measurement an area of ____ acres forming part of the Mallika Cluster;
2. Internal roadways of Mallika Cluster;
3. Entry lobby of blocks;
4. Common lobbies of all blocks in all floors;
5. Staircases and mumty;
6. Passage for entrance of respective blocks;
7. Passage to approach common areas;

8. CCTV surveillance cameras, firefighting detection system and appurtenances, TV network at strategic location installed in the Mallika Cluster;
9. Pump(s);
10. Electric Meter Space;
11. Electric/Utility space;
12. Septic Tanks;
13. Gate(s);
14. Water Tank(s);
15. DG set(s);
16. Lifts and their accessories installations and spaces required;
17. Roof of respective blocks;
18. Service Ducts

PART III
(SAANVI COMMON AREAS, AMENITIES & FACILITIES)

1. Entry and exit gates of the project 'Saanvi';
2. Security room(s) at the main entrance gate;
3. Common toilet at the main entrance gate;
4. Common store room at the main entrance gate;
5. Electrical meter room;
6. DG set(s);
7. Underground water tank(s) and pump(s);
8. Boundary fence between all clusters; and
9. Water Treatment Plant
10. Sewerage Treatment Plant;
11. Transformer and common electric meter;
12. CCTV surveillance cameras;
13. Garbage Room;
14. Fire pump, Underground Fire water reservoir, pipes/all appurtenances along with all mechanical and electrical installations.

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, equipments, 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 is aware of construction finance availed by the Promoter and requirement of NOC:

- (a) The Allottee is aware and acknowledges that the the Allottee is required to obtain a prior written consent / permission / No Objection Certificate from the Promoter for creation of any encumbrances on the said Apartment while availing of Housing Loan or otherwise in respect of the said Apartment.
- (b) The Allottee agrees and undertakes not to create any encumbrances over the Said Apartment till such time a consent / permission / No Objection Certificate in writing is received from the respective financial institution expressly permitting such creation.

1.2. Allottee is aware of and satisfied with common amenities and facilities and specifications:

- (a) The Allottee, upon full satisfaction and with complete knowledge of the common amenities, facilities and specifications and all other ancillary matters, is entering into this Agreement. The Allottee has examined and is acquainted with Saanvi and has agreed that the Allottee shall neither have nor shall claim any right over any portion of Saanvi save and except the said Apartment.

1.3. Allottee to mutate and pay rates & taxes:

- (a) The Allottee shall (1) pay all fees and charges and cause mutation in the name of the Allottee in the records of [•], 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.

1.4. Allottee to pay maintenance charge:

- (a) The Allottee shall pay maintenance charge on the basis of bills to be raised by the Promoter 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).

1.5. Charge/Lien:

- (a) 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.

1.6. No rights of or obstruction by Allottee:

- (a) All open areas in the Phase I/Saanvi proposed to be used for open car parking spaces, and/or exclusive garden space in ground floor appurtenant to any particular unit or building block of Mallika Cluster, to any allottee(s) of the any units shall form a part of the Limited Common Areas and the Promoter is entitled to permit the right to exclusive use of such car parking areas in favour of the intending allottees. Similarly, the Allottee has also been made aware that the Promoter shall be entitled to grant exclusive right of use of demarcated garden space in ground floor appurtenant to any particular unit or building block of Mallika Cluster to any allottee(s) of the any units shall also be a part of the Limited Common Areas. The Allottee herein records its consent not to claim and or object to such right of use being granted in favour of the other allottees in the Project.
- (b) All open car parking spaces earmarked for visitor and common car parking use shall be deemed to be common areas for the enjoyment of all the allottees in the Project.

1.7. Obligations of Allottee: The Allottee shall:

- (a) **Co-operate in management and maintenance:**
Co-operate in the management and maintenance of the common areas facilities and amenities by the Promoter /Association (upon formation), as applicable.
- (b) **Observing Rules:**
Observe the rules framed from time to time by the Promoter /Association (upon formation) for the beneficial common enjoyment of the common areas, facilities and amenities.
- (c) **Paying Electricity Charges:**
Pay for electricity and other utilities consumed in or relating to the Said Apartment from the date of fit out.

(d) 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 individual electricity meter for the said Apartment shall have to be installed by the Allottee at the designated space provided by the Promoter, and all requisite fees, deposits and charges in connection therewith shall be borne and paid solely by the Allottee, and shall not be the liability of the Promoter. 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).

(e) Residential Use:

Use the said Apartment for residential purpose only. Under no circumstances shall the Allottee use or allow the said 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.

(f) Maintenance of the said 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 said Apartment, at the cost of the Allottee.

(g) 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.

(h) Use of Spittoons / Dustbins:

Use the spittoons / dustbins located at various places in the Project.

(i) 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.

(j) 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.

(k) 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.

(l) No Collapsible Gate:

Not install any collapsible gate outside the main door / entrance of the said Apartment or on the balcony or verandah.

(m) No Grills :

Not install any grill on the balcony verandah.

(n) No Sub-Division:

Not to sub-divide the said Apartment and the Common Areas, under any circumstances.

(o) No Change of Name:

Not to change/alter/modify the name of the building from that mentioned earlier in this Agreement.

(p) 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 neighboring 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.

(q) 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.

(r) 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, Phase I and/or other clusters by way of various phases, and selling or granting rights to any person on any part of the said Building.

(s) 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.

(t) 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.

(u) 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.

(v) 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.

(w) No Storing Hazardous Articles:

Not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said Apartment, the common areas, and the building.

(x) No Signage:

Not to put up or affix any sign board, name plate 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.

(y) 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.

(z) No Installing Generator:

Not to install or keep or run any generator in the said Apartment.

(aa) No Misuse of Water:

Not to misuse or permit to be misused the water supply to the said Apartment.

(bb) No Damage to Common Portions:

Not to damage the 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.

(cc) No Hanging Clothes:

Not to hang or cause to be hung clothes from the balconies of the said Apartment.

(dd) No Smoking in Public Places:

Not to smoke in public areas of the building (s) 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.

(ee) No Plucking Flowers:

Not to pluck flowers or stems from the gardens.

(ff) No Littering:

Not to throw or allow to be thrown litter in the common areas of the said building/phase/project/Saanvi.

(gg) No Trespassing:

Not to trespass or allow trespass over lawns and green plants within the Common Areas.

(hh) No Overloading Lifts:

Not to overload the passenger lifts and move goods only through the staircase of the Building.

(ii) No Use of Lifts in Case of Fire:

Not to use the lifts in case of fire.

(jj) No Covering of Common Portions:

Not to cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment.

(kk) 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.

1.8. 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.

1.9. 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 Common Areas of the Phase, and the Allottee shall not raise any dispute or make any claim with regard to the Promoter either constructing or not constructing the other phases of the Project.

2. Promoter's Covenants:

The Promoter covenants with the Allottee and admits and accepts that:

2.1. No Creation of Encumbrance:

During the subsistence of this Agreement, subject to its right to obtain project loan as above, the Promoter shall not create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Allottee in respect of the said Apartment, subject to the Allottee fulfilling all terms, conditions and obligations of this Agreement.

ANNEXURE A – LAYOUT PLAN OF PHASE I

ANNEXURE B – LAYOUT PLAN OF SAID APARTMENT

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 withinnamed **PROMOTER**
at **Kolkata** in the presence of:

SIGNED AND DELIVERED

by the withinnamed **ALLOTTEE**
at **Kolkata** in the presence of:

RECEIPT

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

Rs.(____) /-

(RUPEES _____ ONLY)

MEMO OF CONSIDERATION:

RECEIVED as follows :

<u>SL. NO.</u>	<u>DATE</u>	<u>CHEQUE NO.</u>	<u>BANK & BRANCH</u>	<u>AMOUNT (RS.)</u>
01.				
02.				
03.				
04.				
05.				
06.				
07.				
08.				
09.				
10.				
			Total	
			:	

(RUPEES _____ ONLY)

WITNESSES:

Signature of the Promoter

DATED THIS DAY OF , 202

BETWEEN

BENGAL DCL HOUSING DEVELOPMENT COMPANY
LIMITED

... Promoter

AND

(_____)
... Allottee

DEED OF CONVEYANCE

Fox & Mandal
Solicitors & Advocates
206, AJC Bose Road,
Kolkata