

DEED OF CONVEYANCE

This **DEED OF CONVEYANCE** (“**Deed**”) is made on this [] day of [] 2026 at []

BY AND BETWEEN:

- (1) **EKADANTA NIKETAN PRIVATE LIMITED** (CIN: U45400WB2009PTC134620 and PAN: AACCE1752A)
- (2) **LAMBODAR ESTATES PRIVATE LIMITED** (CIN: U45400WB2009PTC134622 and PAN: AABCL6150G)
- (3) **DAMODAR PROPERTIES PRIVATE LIMITED** (CIN: U45400WB2009PTC134625 and PAN: AADCD1523D)

All being Companies within meaning of the Companies Act, 2013 having its registered office at Premises No. 70/1 Tiljala Road. Kolkata-700046, West Bengal, India represented by its authorised signatory _____, son of _____, by religion _____, by occupation _____, citizen of India, residing at _____, Post Office _____, Police Station _____, Kolkata – 700 _____, having Income Tax Permanent Account Number _____ and Aadhaar Number _____ and hereinafter referred to as “**the OWNERS**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successors-in-interest and assigns) of the **FIRST PART**;

AND

SRIJI GOPALJI ENCLAVE LLP, a Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008 LLPIN-ACB-1007, having PAN: AEZFS8347H and registered office at Biowonder, 789, Anandapur, 14th floor, Unit no -1402, Kolkata 700107, Post Office- East Kolkata Township, Police Station- Anandapur, District - South 24 Parganas, West Bengal, India, represented by its authorised signatory _____, son of _____, by religion _____, by occupation _____, citizen of India, residing at _____, Post Office _____, Police Station _____, Kolkata – 700 _____, having Income Tax Permanent Account Number _____ and Aadhaar Number _____, hereinafter referred to as the “**PROMOTER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and assigns) of the **SECOND PART**.

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

AND

Mr [], son of [], PAN No: [], AADHAR No: [] and Mrs [], wife of [], PAN No: [], AADHAR No: [], both residing at [], (hereinafter collectively referred to as the “**PURCHASER**”, which expression shall unless repugnant to the context or meaning thereof mean and include his/her/their heirs, representatives, successors-in-interest, executors and/or permitted assigns) of the

THIRD PART.

[OR]

[____], a company within the meaning of the Companies Act, 2013 and having its registered office at [____] P.O [____], P.S [____], having PAN: [____], represented by its authorized representative Mr [____], son of [____], residing at [____], P.O [____], P.S [____], having Aadhar No. [____], authorized vide board resolution dated [____], (hereinafter referred to as the "PURCHASER, which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-interest and permitted assigns) of the **THIRD PART**.

[OR]

[____], a Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008 and having its registered office at [____] P.O [____], P.S [____], having PAN: [____], represented by its authorized representative Mr [____], son of [____], residing at [____], P.O [____], P.S [____], having Aadhar No. [____], authorized vide board resolution dated [____], (hereinafter referred to as the "PURCHASER, which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-interest and permitted assigns) of the **THIRD PART**

[____] [PAN: [____]], a partnership firm established under the Indian Partnership Act, 1932 and having its office at [____] P.O [____] P.S [____] and represented by its authorised partner [____] [PAN: [____]], [AADHAR No: [____]], son of [____] and residing at [____] P.S [____] P.O [____], (hereinafter referred to as the "PURCHASER", which expression shall unless repugnant to the context or meaning thereof mean and include the partners of the firm for the time being and their successors and permitted assigns) of the **THIRD PART**.

[OR]

[____] [PAN: [____]], a trust/society established under the Indian Trusts Act, 1882/Societies Registration Act, 1860 and having its office at [____] P.S [____] P.O [____] and represented by its [____] Mr [____] [PAN: [____]], [AADHAR No: [____]], son of [____] and residing at [____] P.S [____] P.O [____], (hereinafter referred to as the "PURCHASER", which expression shall unless repugnant to the context or meaning thereof mean and include all the trustees of the trust for the time being/all the members of the Governing Body of the society for the time being and their successors-in-office and permitted assigns) of the **THIRD PART**.

[OR]

Mr [____] [PAN: [____]], [AADHAR No: [____]], son of [____] residing at [____] P.S [____] P.O [____] for self and as the Karta of the Hindu Joint Mitakshara Family known as [____] HUF [PAN: [____]], having its place of business/ residence at [____] P.S [____] P.O [____] (hereinafter referred to as the "PURCHASER" 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 assigns) of the **THIRD PART**.

The Owners, the Promoter and the Purchaser shall collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

A. DEFINITIONS

The following terms and expressions shall in this Deed have the respective meanings assigned to them hereinbelow, unless the same be contrary to or repugnant to the subject or context:

- a. **“Act”** means the Real Estate (Regulation and Development) Act, 2016;
- b. **“Agreed Consideration/Total Price”** shall mean the consideration mentioned in the Schedule D that has been paid by the Purchaser for acquiring the said Apartment based on the carpet area thereof (excluding extra charges (“Extra Charges”), deposits (“Deposits”) and Goods and Services Tax and cess or any other similar taxes in connection with the construction of the Project, by whatever name called which has been paid/is payable additionally by the Purchaser, as applicable from time to time);
- c. **“Apartment Owners”** shall, according to the context, mean all purchasers and/or intending purchasers of different Apartments in the Buildings and shall also include the Promoter/Owners (and their transferees) in respect of such apartments as may be retained and/or not alienated and/or not agreed to be alienated for the time being by the Promoter/Owners;
- d. **“Association”** shall mean the Association to be framed under the West Bengal Apartment Ownership Act, 1972 which would comprise the Transferors and the representatives of all the Apartment Owners and which shall be formed or incorporated for the Common Purposes with such rules and regulations as shall be framed by the Promoter;
- e. **“Balcony Area”** is the net usable area of the covered balcony/ies (if any) attached to the apartment.
- f. **“Built-Up Area”** in relation to an apartment shall mean the built-up area for any apartment shall mean the carpet area of such apartment and balcony area and/or open terrace area and 100% (one hundred percent) of the external walls of the apartment and 50% (fifty percent) of the area covered by those external walls which are common between such apartment and any other apartment;
- g. **“Carpet Area”** shall have the mean the net usable floor area of such apartment, excluding the area covered by the external walls, areas under services shafts, and balcony but includes the area covered by internal partition walls of the apartment;
- h. **“Car Parking Spaces”** shall mean the spaces for parking medium sized cars earmarked by the Promoter in the covered area on the ground floor of the Buildings as also open and open mechanical car parking on the ground floor of the Buildings which shall form part of “limited common areas” within the meaning of the West Bengal Apartment Ownership Act 1972. Each residential unit purchased in the Project shall be allotted the permission to park one (1) Car Parking Space without any additional consideration, and the same shall form an integral part of the allotment of the said Apartment;
- i. **“Common Areas”** shall mean the common areas, parts, portions, utilities, amenities, facilities and installations in the Buildings and the said Land for common use and enjoyment of the Apartment Owners and which are mentioned in **Schedule E** hereto;
- j. **“Common Expenses”** shall mean all costs and expenses mentioned in **Schedule F** for the management, maintenance and upkeep of the Buildings, the Car Parking System, the Common Areas and the expenses for Common Purposes;

- k. **“Common Purposes”** shall include the purpose of managing and maintaining the said Land, the Buildings, the Car Parking System and in particular the Common Areas, rendition of services in common to the Apartment Owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Apartment Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments exclusively and the Common Areas in common;
- l. **“Common Roof Area”** shall mean only the ultimate roof of the Buildings, which only shall form part of the Common Areas;
- m. **“Corporation”** shall mean the Kolkata Municipal Corporation and its different departments and officers and shall also include other concerned authorities that may recommend, comment upon, approve, modify, extend and/or revise the Plans;
- n. **“Date of Commencement of Liabilities”** shall mean the date of Deemed Possession or the date of this presents, whichever is earlier;
- o. **“Deemed Possession”** shall mean the Purchaser shall be required to take possession of the apartment within 7 (seven) days of issuance of the notice for possession failing which the Purchaser shall be deemed to have taken possession of the apartment.
- p. **“Maintenance Agency”** shall mean the Promoter itself or any agency appointed by the Promoter itself or any agency appointed by the Promoter for maintenance and shall mean the Association after it is handed over the maintenance of the Buildings and Common Areas;
- q. **“Maintenance Charges”** shall mean the proportionate amount of Common Expenses payable monthly by the Purchaser to the Maintenance Agency;
- r. **“Open Terrace”** shall mean the open terrace(s) attached and/or appurtenant to only certain apartments on certain floors of the Buildings, each open terrace having access from a particular apartment only and meant to be owned, used and enjoyed exclusively by the owner of such particular apartment only;
- s. **“Project”** shall mean the development and construction by the Promoter at the said Land a residential project namely **“INSIGNIA”** comprising of two towers of ground plus twelfth (G+12) multistoried buildings (**“Buildings”**) comprising of (a) ____ number of residential apartments/units of various shapes and sizes located throughout the building known as Tower “1” on ____ (____) floor to ____ (____) floor, (b) ____ number of residential apartments/units of various shapes and sizes located throughout the building known as Tower “2” on ____ (____) floor to ____ (____) floor, (c) ____ number of car parking spaces located on the ground floor and/or open and/or open mechanical car parking spaces located on the ground floor and driveway areas of the buildings, and (d) necessary common areas, parts, portions, utilities, amenities and installations dedicated to and intended for the use of the other Purchaser/owners/lawful occupants of the residential buildings;
- t. **“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.
- u. **“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 include the proportionate, variable undivided and impartible share in the Project Land in the proportion the area of

the apartment/unit bears to the total area of all apartments/units in the Project.

- v. **“Regulations”** means the Regulations made under the Real Estate (Regulation & Development) Act, 2016.
 - w. **“Rules”** means the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016.
 - x. **“Said Land”** means **ALL THAT** the piece and parcel of land measuring about 5 Bighas 13 Cottahs and 19 Square feet be the same a little more or less with buildings, shed, quarters and other structures measuring about 62013 square feet standing thereon situate lying at and being Premises No. 22, New Tangra Road, Post Office and Police Station – Tangra under Ward No. 58 , Kolkata Municipal Corporation comprised in Holding No. 19 and 18 (formerly 11D & 11E) in Sub Division L, Division IV in Mouza Panchannagram, Registration District Alipore, Sub Registration Office Sealdah.
 - y. **“Said Apartment”** means All That Residential Apartment no ___ type ___ on ___ Floor in Tower ___ having carpet area of ___ square feet along with a balcony area of ___ square feet of carpet area and/or triple height balcony area of ___ square feet of carpet area and/or an open terrace area of ___ square feet of carpet area appurtenant to the carpet area of the residential apartment corresponding to a total built up area of ___ square feet and corresponding super built up area of ___ square feet located on the ___ floor in the Project.
 - z. **“Said Apartment Unit”** shall mean the said Apartment, the Parking Space and the right to use and enjoy the Common Areas in common with other purchasers;
 - aa. **“Triple-Height Balcony Area”** shall mean the horizontal usable floor area of a Balcony appurtenant to the apartment which has a vertical clearance spanning three levels/floors, forming part of the architectural façade of the Buildings as approved in the sanctioned plans.
 - bb. **“Masculine”** gender shall include the “Feminine” and “Neuter” genders and vice versa.
 - cc. **“Singular”** number shall include the “Plural” and vice versa.
- B. The Owners are absolutely and lawfully entitled to the Said Land, morefully described in **Part – I of Schedule A** hereto and is fully seized and possessed of and otherwise well and sufficiently entitled to the Said Land.
 - C. The devolution of ownership rights in respect of the Said Land in favour of the Owners is more particularly detailed in **Part – II of Schedule A** hereunder.
 - D. The said Land is mutated in the names of the Owners in the records of the Kolkata Municipal Corporation under Assessee No. 110580900239.
 - E. The Owners and the Promoter have entered into a Development Agreement dated 26th September, 2023 registered at District Sub Registrar III, South 24 Parganas in Book No. I, Volume No. 1603-2023, Pages from 428512 to 428572, Being No. 160315560 for the year 2023 for the development of the said Land (**“Development Agreement”**). Subsequently, the Owners and the Promoter have entered into a

Supplementary Development Agreement dated 17th March, 2025 registered at the office of District Sub Registrar III, South 24 Parganas in Book No. I, Volume No. 1603-2025, Pages from 149577 to 149589, Being No. 160305069 for the year 2025 for the purpose of development of the Said Land ("**Supplementary Development Agreement**").

- F. The Promoter has conceptualized the construction and development of the Said Land is earmarked for the purpose of building a residential project comprising of two towers of ground plus twelfth (G+12) multistoried buildings ("**Buildings**") comprising of (a) ____ number of residential apartments/units of various shapes and sizes located throughout the building in Tower "1" on ____ (____) floor to ____ (____) floor, (b) ____ number of residential apartments/units of various shapes and sizes located throughout the building in Tower "2" on ____ (____) floor to ____ (____) floor, (c) ____ number of covered and/or open and/or open mechanical car parking spaces located on the ground floor and driveway areas of the buildings, and (d) necessary common areas, parts, portions, utilities, amenities and installations dedicated to and intended for the use of the Purchasers/owners/lawful occupants of the residential buildings (hereinafter referred to as the "**Project Common Areas**", and more fully and particularly described in Schedule E). The above components (a), (b), (c) and (d) are collectively referred to as the "**Residential Buildings**"; and the Project shall be known as "**INSIGNIA**".
- G. The Corporation had sanctioned the Plans bearing no. _____ dated _____ for construction of the Residential Buildings at the said Land and pursuant to the same Completion/Occupancy Certificate/ Partial Completion Certificate bearing no. _____ dated _____ has been issued by the Corporation.
- H. The Promoter vide letter dated _____ has submitted for the commencement of the Project.
- I. The Promoter has registered the Project as a separate Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority ("Authority") at [] on [] under Registration No. [].
- J. By and under an Agreement for Sale dated [] was executed and registered at the office of [], in Book No. [], Volume No. [], Pages [] to [], Being No. [] for the year [], it was agreed that All That the Residential Apartment Unit] no [] having carpet area of []square feet along with an exclusive balcony area of [] [] square feet of carpet area and/or triple height balcony area of [] square feet of carpet area and/or an exclusive open terrace area of [] square square feet of carpet area located on the [] floor of Tower ____ in the Project (hereinafter referred to and identified as the said **APARTMENT** (more fully described in **Part I of Schedule B** hereto) **Together With** permission to use [] number of [] car parking space(s) on the ground floor or permission to use of [] number of [] car parking space(s) ("**Parking Space**") (more fully described in **Part II of Schedule B** hereto) **Together With** the right to use of the undivided proportionate share in the Project Common Areas would be sold, conveyed and transferred by the Transferors to the Purchaser at and for the Agreed Consideration (hereinafter collectively referred to and identified as the said **Apartment Unit**) would be sold, conveyed and transferred by the Transferors to the Purchaser at and for the Agreed Consideration/Total Price of Rs. _____/- (Rupees _____ only) on the terms and conditions contained therein. In the Agreement, Carpet Area of _____ square feet and Built up Area of _____ square feet was mentioned in respect of the said Apartment and corresponding Super Built Up Area of _____ square feet was mutually agreed and accepted by the Parties. Upon construction, the said Apartment contains Carpet Area of _____ square feet and Built up Area of _____ square feet and the parties have mutually agreed and accepted Super Built-up area of _____ square feet corresponding to the same. Accordingly, due to the increase in Carpet Area, the consideration of Rs. _____/- mentioned in the Agreement has been proportionately increased to Rs. _____/- (Rupees _____ only). The

said Apartment Unit is more fully and particularly mentioned and described in Schedule B hereto with the aforesaid change of final increased measurement.

- K. The Purchaser has from time to time paid in full as stipulated in the Agreement for Sale.
- L. 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 Owners in respect of the said Land and the documents relating thereto, the right, title, interest and entitlement of the Promoter as the developer in respect of the said Land, the Plans sanctioned by the Corporation and the necessary approvals and permissions including the Completion Certificate dated _____ and after inspection of the said Apartment Unit and the Buildings including the Common Areas and being thoroughly satisfied about the actual constructions (including the quality and specifications thereof, the Carpet Area, Built-up Area and the agreed Super Built-up Area of the said Apartment Unit, the workmanship, the quality of materials used, the structural stability and the construction of the Buildings, the Common Areas and the said Apartment), the Purchaser has taken possession of the said Apartment Unit and is completing the purchase of the said Apartment Unit pursuant to the Agreement between the Transferors and the Purchaser. Prior to execution of this Deed, the Purchaser has made payment of the Agreed Consideration/Total Price, the Extra Charges and Deposits mentioned in the Agreement to the Promoter. The Purchaser expressly declares and confirms that the Purchaser has read, understood, examined, and accepted the car parking scheme of the Project as formulated by the Promoter, including the nature, classification, location, mode of allotment, and use of car parking spaces, and acknowledges that no car parking space is conveyed under this Deed unless expressly stated otherwise. 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 Unit 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 Transferors have complied with all their obligations including those under the Act and that the Purchaser has no complaint or claim whatsoever against the Transferors or any of them on any account whatsoever and the Purchaser also waives and disclaims all claims and rights, if any.

I. NOW, THIS DEED WITNESSETH AS FOLLOWS:

1. **Transfer:** The transfer made by this Deed shall be in the manner mentioned below and be subject to the terms and conditions contained in this Deed including those mentioned below.
- 1.1 In consideration of the Purchaser having paid the Agreed Consideration mentioned in **Schedule-D**, the Transferors do hereby sell, convey, grant and/or transfer to the Purchaser the following:
- (a) The said Apartment described in Part I of the Schedule B (**said Apartment**).
 - (b) Permission to park, subject to allotment, 1 (one) medium sized car(s)/two-wheeler motor vehicles in the Car Parking Space described in Part II of the Schedule B (**said Car Parking Space**) to be identified and allotted by the Promoter after the handover of possession of the Apartment, at the sole and absolute discretion of the Promoter. Upon such allotment, the said car parking space shall be allotted without any additional consideration and shall form part of the limited common areas appurtenant to and exclusively earmarked for the use of the Purchaser. Provided however, that if the Purchaser, upon or after handover of possession, desires any additional car parking space(s), the Promoter may, at its sole and absolute discretion, allot such additional car parking space(s), subject to availability, and such allotment shall be chargeable at the prevailing rate as may be fixed by the Promoter from time to time, and only upon such future allotment, such additional car parking space(s) shall also be deemed to form part of the limited

common areas earmarked exclusively for the use of the Purchaser of such space(s).

- (c) Right to use and enjoy the Common Areas and facilities described in Schedule E hereto in common along with the Transferors, other Apartment Owners, occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them and subject to making timely payment of the Maintenance Charges, Corporation taxes and other liabilities and charges as applicable and subject to the rights and entitlements of common use and enjoyment of the Apartment Owners and/or occupiers of the other portions of the Buildings in respect of the same.

1.2 The term 'the Apartment Unit' wherever used in this Deed shall include all the properties and rights mentioned in Clause 1.1 hereinabove which are being hereby sold transferred and/or conveyed, unless contrary to the context and it is expressly made clear that the same shall constitute one unit. Notwithstanding anything to the contrary contained elsewhere it is hereby expressly agreed that the Agreed Consideration 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 mentioned in the 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/or for computation of stamp duty and market valuation of the said Apartment Unit and has no connection with the Agreed Consideration and/or the Extra Charges and Deposits mentioned in the Agreement and that any variation in the Super Built-up Area due to variation in the Proportionate share shall not affect the Agreed Consideration and/or the Extra Charges and Deposits mentioned in the 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 Agreed Consideration and/or the Extra 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.

1.3 The right of the Purchaser shall be restricted to the said Apartment Unit together with the right to use the Project Common Areas and the Purchaser shall have no right, title or interest whatsoever in respect of the others apartments, apartment units, car parking spaces or garages in the Buildings and/or any open and covered spaces in the Residential Buildings that are not included in the Common Areas and Facilities mentioned in Schedule E and/or Open Terrace attached and/or appurtenant to other apartments excluding the Common Roof Area in the Project.

The Purchaser shall have no right, title, interest, claim or entitlement whatsoever in respect of any of the above and the Transferors shall be entitled to use, utilise, transfer, alienate, part with possession, deal with or dispose of the same and/or any rights therein in any manner whatsoever to any person or entity on such terms and conditions and for such consideration as may be thought fit and proper by the Transferors in their absolute discretion, without any reference to the Purchaser who hereby consents to the same and hereby disclaims, relinquishes, releases and/or waives any right, title, interest, entitlement or claim that the Purchaser may be entitled to, both in law or in equity, in favour of the Transferors.

1.4 Notwithstanding anything to the contrary contained elsewhere, it is clarified that the Transferors shall continue to be entitled to use and utilise all the Common Areas and facilities mentioned in Schedule E hereto.

1.5 The proportionate share of the Purchaser in respect of any matter referred to under this Deed shall be such as may be determined by the Promoter from time to time and the Purchaser agrees, undertakes and covenants to accept the same notwithstanding variations.

- 1.6 The Promoter shall be entitled at all times to install, display and maintain its name and/or logo on the Common Roof Area and boundary walls of the Buildings and/or other areas in the Buildings and/or the said Land as may be decided by the Promoter 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 Purchaser, other Apartment Owners and the Association shall be entitled to object or to hinder the same in any manner whatsoever. The Promoter and its agents shall be entitled to have unhindered access to the Common Roof Area and boundary walls of the Buildings and/or other areas in the Buildings and/or the said Land for maintenance, repairs, replacement, etc. of its hoardings, display signs, neon signs, lighted displays, etc. and the Purchaser hereby consents to the same and no one including the Apartment Owners and the Association shall be entitled to object or to hinder such access in any manner whatsoever. No one including the Apartment Owners and the Association shall have any right to remove, change, alter and/or damage the name and/or brand and/or logo installed and/or displayed and/or maintained by the Promoter.
- 1.7 The Promoter may permit and/or grant rights to outside/third parties against payment of consideration/charges to the Promoter for setting up communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas and other communications and satellite systems on the Common Areas and facilities of the Residential Buildings and/or on the the Common Roof Area and no one including the Purchaser, other Apartment Owners, the Association or any other entity shall be entitled to object to or hinder the same in any manner whatsoever.
- 1.8 The Purchaser shall be entitled to occupy, possess, use and enjoy the said Apartment Unit in the manner not inconsistent with the Purchaser's rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other Apartment Owner and/or the Transferors.
- 1.9 Only the Common Roof Area shall be meant for common use and form part of the Common Areas and facilities. The Common Roof Area includes the areas of the lift Machine Room and water tank and shall be used for any common installations and facilities as may be necessary from time to time as also for fire refuge area on the roof, if required. The Common Roof Area shall be maintained by the Maintenance Agency and costs of the same shall form part of the Common Expenses. Antenna may be installed only on the portion of the Common Roof Area above the lift Machine Room and water tank.
- 1.10 Notwithstanding anything to the contrary contained elsewhere it is hereby made clear that any area not included in the Common Areas and facilities that remains unsold shall belong exclusively to the Transferors and the Transferors shall be entitled to deal with and dispose of the same in any manner they deem fit and appropriate the consideration for the same.
- 1.11 Non-enforcement of any right by the Transferors or any indulgence granted by the Transferors to the Purchaser or any other Apartment Owner shall not amount to any waiver of any of the rights of the Transferors.
- 1.12 If at anytime there be demand, imposition of or enhancement of any tax, duty, levy, cess, surcharge or fee (including Goods & Services Tax) under any statute or regulation on the said Land, the Residential Buildings and/or the said Apartment Unit or on the construction or transfer of the said Apartment Unit or any portion thereof (whether payable to the concerned authority by the Owners or the Promoter or the Purchaser) the same shall be borne and paid by the Purchaser, wholly in respect of the said Apartment Unit and proportionately in respect of the said Land, the Residential Buildings and the Common Areas and facilities, without raising any objection thereto. The Owners and/or the Promoter shall not be liable for the same or any portion thereof under any circumstances whatsoever. The Purchaser shall make such payment within 7 (seven) days of demand being made by the Owners and/or the Promoter and/or

the concerned authority. It is expressly agreed that the same shall be the liability of the Purchaser and the Owners and/or the Promoter shall be entitled to recover the same from the Purchaser if any such payment is made by the Owners and/or the Promoter for any reason.

- 1.13 In respect of the other spaces, properties and other rights or obligations of the Transferors or any of them as against or towards the Purchaser, it shall be sufficient if any one or both of the Transferors take any steps and/or issue notices regarding the same and it shall not be necessary for all the Transferors to take any step jointly. It shall however be necessary for the Purchaser to give notice and deal with each of the Transferors herein individually and separately.
- 1.14 The Purchaser shall be entitled To Have And To Hold the said Apartment Unit hereby granted sold conveyed transferred assigned assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser absolutely and forever in the manner not in consistent with the rights of the Purchaser hereunder and subject to the restrictions, obligations, terms and conditions herein and subject to the Purchaser not committing any breach, default or violation and subject to the Purchaser not creating any hindrance relating to the rights and/or entitlements of any other Apartment Owner and/or the Transferors.
- 1.15 The sale of the said Apartment Unit is together with and subject to the mutual easements and restrictions mentioned in this Deed including in **Schedule-G** hereto and the common rules, terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including **Clause 1.1**, **Clause 1.3** and **Schedule-H** hereto, which shall be covenants running with the Apartment Unit in perpetuity.
- 1.16 It is clarified that the Promoter shall hand over the Common Areas and facilities after completion of the Project to the Association after duly obtaining the Full Completion/Occupancy Certificate from the Corporation as provided in the Act. The Purchaser is aware that under Sections 11(4)(f) and 17 of the Real Estate (Regulation and Development) Act, 2016 the Promoter is required to transfer undivided proportionate title in the Common Areas and facilities to the Association. However, the Total Price/Agreed Consideration paid by the Purchaser includes the price of the undivided proportionate title in the Common Areas and facilities and no consideration for transfer of undivided proportionate title in the Common Areas and facilities shall be paid by the Association. Under the circumstances, beneficial ownership/right in respect of undivided proportionate title in the Common Areas and facilities is deemed to be transferred to the Purchaser under this Deed of Conveyance in respect of the said Apartment Unit while a formal Deed of Transfer shall be executed and registered in favour of the Association for formal transfer of undivided proportionate title in the Common Areas and facilities including the said Land in favour of the Association as mentioned below. It is clarified that the Transferors shall upon receipt of a written request from the Association (upon formation) execute a Deed of Transfer for transfer of undivided proportionate title in the Common Areas and facilities including the said Land in favour of the Association in the manner agreed upon. Such Deed of Transfer shall be prepared and finalized by the Promoter and shall be subject to the reservations and/or rights of the Transferors including under the several Agreements for Sale and the several Deeds of Conveyance executed and/or to be executed in favour of the Apartment Owners as also subject to the allotment of the Car Parking Spaces made and/or to be made by the Promoter in favour of the Apartment Owners. All expenses and outgoings for preparation and registration of such Deed of Transfer including stamp duty, registration fees, legal fees, incidental expenses, etc. shall be paid by the Association and/or the Apartment Owners including the Purchaser without any amount being required to be contributed by the Transferors. The Purchaser agrees, undertakes and covenants to make timely payment of his share of such expenses and outgoings within 7 days of demand.
- 1.17 Notwithstanding anything to the contrary contained elsewhere in this Deed or otherwise it is hereby expressly agreed and made clear as follows:

- (a) The Car Parking Space/s have to be earmarked to the Apartment Owners for facilitating the smooth functioning and use of Car Parking Space/s. In the absence of such earmarking of Car Parking Space/s, the use of the Car Parking Space/s would result in disharmony and periodical disputes amongst the Apartment Owners and/or occupant/s of the apartments. In view of the same the Purchaser has irrevocably authorized the Promoter to earmark Car Parking Space/s for the Purchaser at its discretion in the mutual interest. The Purchaser further declares that he shall be bound by such earmarking of Car Parking Space/s and will not question the authority of the Promoter in doing so and further desist from making any issue or claims in respect thereto.
- (b) The _____ Car Parking Spaces including open mechanical Car Parking System sanctioned by the Corporation are meant to be used only for parking cars by the Apartment Owners of this Project only. The total number of _____ Car Parking Spaces in the Project exceeds the total number of apartments in the Project. The sizes of the apartments are different and the car parking space requirement of the Apartment Owners also varies.
- (c) 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.
- (d) Accordingly, at the request of the Purchaser, the Promoter has allotted the said 1 (one) Car Parking Space, if any, mentioned in Part II of Schedule B free of cost, for exclusive use by the Purchaser which shall also form part of limited common areas within the meaning of the West Bengal Apartment Ownership Act 1972 without any additional consideration.
- (e) It is expressly made clear that only permission to use is being granted in respect of the said Car Parking Space, if any, mentioned in Part II of Schedule B and no sale is being made.
- (g) The Purchaser agrees and undertakes not to raise any dispute or objection regarding the allotment of the Car Parking Spaces made by the Promoter to the other Apartment Owners of the other apartment units and agrees and undertakes not to disturb the use of the allotted Car Parking Spaces by the other Apartment Owners of the other apartment units.

1.18 The Transferors shall be entitled to sell the apartment units in the said Land on such terms and conditions as the Transferors may deem fit and proper and which may be at variance with the terms and conditions applicable to the apartment units in general and to the Purchaser in particular.

1.19 The said Open Terrace, if mentioned in **Part-I of Schedule B** hereto, shall have exclusive access from and be attached and appurtenant only to the said Apartment and shall be exclusively occupied and used by the Purchaser for the purpose of private terrace only. The Purchaser shall not be entitled to use the same for any other purpose or to make any construction thereon or to cover the same in any manner. The Purchaser shall however be entitled to beautify and landscape the same provided however the same must always be fully open to sky without any covering, temporary or permanent. Further the Open Terrace cannot be enclosed by grills or glass doors/windows save and except the railing provided by the Promoter. The said Open Terrace shall form an integral part of the said Apartment Unit and shall be transferable only as a part of the same and not independently or in any other manner.

Similarly, the Triple-Height Balcony, if mentioned in **Part-I of Schedule B** hereto, shall be for the exclusive use and enjoyment of the Purchaser and shall form an integral part of the said Apartment. The Purchaser shall not erect any structure, partition, or cover (temporary or permanent) on the said Triple-Height Balcony nor enclose the same by way of grills, glass, sliding windows, frames or any other means, save and except the railing provided by the Promoter. The Triple-Height Balcony shall always remain open to sky/open to air in the manner specified in the sanctioned plan. The Purchaser may place light, movable outdoor furniture and undertake non-structural beautification, provided it does not alter the elevation, façade, or sanctioned plan of the Residential Buildings. The Triple-Height Balcony shall form an integral part of the said Apartment Unit and shall be transferable only as a part of the same and not independently

or in any other manner.

1.20 The Purchaser confirms that he is purchasing the said Apartment Unit with full knowledge that he would have no right, title, interest, claim or entitlement whatsoever in respect of Open Terraces attached and/or appurtenant to other apartment units which shall be exclusively occupied and used by the respective Apartment Owners and occupants thereof.

1.21 It is agreed that the Project is an independent self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other previous project in its vicinity or otherwise. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of all the present and future Apartment Owners of the Project.

1.22 It is understood by the Purchaser that all other areas and facilities, that is, areas and facilities falling outside the Project and/or not specifically included in the Common Areas and facilities under the Agreement and/or this Deed shall not form a part of the Declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

2. COVENANTS OF THE TRANSFERORS:

2.1 The Transferors hereby covenant with the Purchaser that they:

- (a) have the right to sell, transfer and convey the said Apartment Unit to the Purchaser;
- (b) are transferring the said Apartment Unit to the Purchaser free from any encumbrance created by the Transferors;
- (c) shall, at the costs and request of the Purchaser, do acts and execute necessary documents as may be reasonably required for more perfectly assuring the said Apartment Unit to unto and in favour of the Purchaser in the manner agreed upon.

2.2 The Transferors hereby covenant with the Purchaser that the Transferors shall keep the Purchaser well and sufficiently saved, harmless and indemnified of from and against any encumbrance created by the Transferors in respect of the said Apartment Unit.

2.3 The Promoter hereby further covenants with the Purchaser that the Promoter has received payments as mentioned in **Schedule-D** and acknowledges the receipt thereof in the Memo of Consideration hereunder.

2.4 The Transferors hereby further covenant that the Purchaser shall, subject to observing, performing and complying with mutual easements and restrictions mentioned in this Deed including in **Schedule G** and with the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in **Clause 1.1, Clause 1.3** and **Schedule H**, peaceably own, hold and enjoy the said Apartment Unit.

3. COVENANTS OF THE PURCHASER:

3.1 The Purchaser agrees, undertakes and covenants to:

- (a) perform, observe and comply with all the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in particular in **Clause 1.1, Clause 1.3 and Schedule- H**;
- (b) pay wholly in respect of the said Apartment Unit and proportionately in respect of the said Land and the Residential Buildings, the Common Expenses, Maintenance Charges, electricity charges and all levies, duties, cess, charges, surcharges, rates, taxes and outgoings including, but not limited to Corporation taxes, sales tax, GST, Works Contract Tax, betterment and/or development charges under any statute, rule or regulation, etc. that may be and/or become payable at any time (including enhancements thereto and/or new imposition) in accordance with law relating to the construction, transfer, ownership and/or maintenance of the said Apartment Unit and/or relating to the Agreement and/or this Deed of Conveyance without raising any objection thereto, within 7 (seven) days of demand being made and the Transferors shall not be liable for the same under any circumstance;
- (c) regularly and punctually pay and contribute all costs and expenses for the utilities and facilities provided and/or obtained in the said Apartment Unit and ensure that those to the other Apartments are not adversely affected by any acts or defaults of the Purchaser;
- (d) 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 Buildings and/or the transfer, sale or disposal of any other apartments or portion of the Buildings. In default, the Purchaser shall be responsible and liable for all losses and damages which the Transferors may suffer in this regard;
- (e) not raise any objection or make any claim against the Transferors regarding the construction and/or the completion of the Buildings and/or the said Apartment Unit or regarding the already verified calculation of Carpet Area and Built-up Area of the said Apartment and/or regarding any of the matters/items mentioned in **Recital J** hereinbefore;
- (f) not question the quantum or apportionment of the Common Expenses including those mentioned in **Schedule-F** hereto (**Common Expenses**) or the basis thereof or any other matter;
- (g) not object and/or cause any inconvenience, hindrance, objection or disturbance to the user of the Common Areas and facilities (mentioned in **Schedule-E**) by the Transferors / Apartment Owners/ tenants/ occupants of other apartments;
- (h) not raise any objection or claim against the Transferors or create any hindrance or obstruction in relation to the rights and entitlements of the Transferors;
- (i) comply with and honour the mutual easements and restrictions mentioned in **Schedule-G**;
- (j) apply for mutation to the Corporation within 30 days from the date of this Deed and take all necessary steps and get the said Apartment Unit mutated in his name and/or get the same separately assessed by the Corporation at his own costs within 6 (six) months thereafter;
- (k) pay all amounts and deposits that are payable by the Purchaser under the Agreement and/or this Deed of Conveyance and/or which are the liability of the Purchaser under the Agreement and/or this Deed of Conveyance even if the same are demanded and/or become payable subsequent to the execution of this Deed of Conveyance;

- (l) pay all future betterment/development charges etc. relating to the said Apartment Unit and/or the said Land; and
 - (m) compensate any income tax liability that may become payable by the Transferors due to there being any difference between the market valuation of the said Apartment Unit as per the registration authorities and the Agreed Consideration/Total Price paid by the Purchaser by making payment to the Transferors 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 Transferors and such liability and obligation shall continue even after handing over of possession and/or execution and registration of this Deed of Conveyance.
- 3.2 The Purchaser agrees covenants and undertakes to make payment of all his dues under this Deed and to comply with and/or perform all the covenants, undertakings and obligations required to be complied with and/or performed on the part of the Purchaser in pursuance of this Deed or otherwise required by law.
- 3.3 The Purchaser has entered into the Agreement and is executing this Deed of Conveyance for purchase of the said Apartment Unit with full knowledge and understanding of all laws, rules and regulations, notifications, etc. applicable to the Project. The Purchaser agrees covenants and undertakes to comply with and carry out from time to time on and from the date of this Deed, all the requirements, requisitions, demands and repairs which are required by any competent authority at his own costs. The Purchaser declares and confirms that all payments made by him under the Agreement and/or this Deed of Conveyance have been made in accordance with all applicable laws including, if the Purchaser is resident outside India, the Foreign Exchange Management Act, 1999, the Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and has filed necessary declarations, documents, permission, approvals, etc. The Purchaser shall be solely liable in the event of any failure or non-compliance and the Transferors shall have no responsibility or liability and the Purchaser shall keep the Transferors fully indemnified and harmless in this regard.
- 3.4 With effect from the Date of Possession/Deemed Possession, the Purchaser shall be deemed to have fully satisfied himself in all respects including the Plans, the construction and the quality, specifications and workmanship thereof, the carpet area and built-up area and super built-up area, the quality of materials used, the structural stability and completion of the Buildings, the Common Areas and facilities, the said Apartment Unit, etc. and shall not thereafter be entitled to raise any objection or make any claim regarding the same.
- 3.5 The Purchaser shall pay the Corporation taxes in respect of the said Apartment Unit from the Date of Commencement of Liabilities. Other liabilities payable by the Purchaser under this Deed or otherwise in respect of the said Apartment Unit including Maintenance Charges, other impositions, outgoings and expenses etc. shall be paid by the Purchaser with effect from the Date of Commencement of Liabilities. In case the Purchaser was granted access to the said Apartment for the purpose of fit-outs, furniture, etc. prior to Date of Commencement of Liabilities then the electricity charges shall be paid by the Purchaser with effect from the date the Purchaser was granted access to the said Apartment for the purpose of fit-outs, furniture, etc.
- 3.6 The Purchaser shall be solely responsible to maintain the said Apartment Unit at his 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 Unit or the Common Areas 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 Unit and shall keep the said Apartment Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable 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.

3.7 The Purchaser undertakes, assures and guarantees that he would not put any sign-board /name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the said Land, the Building therein or the Common Areas and Facilities. The Purchaser shall also not change the colour scheme of the outer walls or grills or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser shall not store any hazardous or combustible goods in the said Apartment Unit or place any heavy material in the common passages or staircases of the Building. The Purchaser shall also not remove any wall including the outer and load bearing wall of the said Apartment Unit.

3.8 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association and/or Maintenance Agency.

3.9 The Purchaser hereby covenants and agrees that internal access road admeasuring _____ feet _____ inch by forming part of the Project shall also be used for ingress and egress by the owners/occupants of the adjoining plot, if any, for the limited purpose of vehicular and pedestrian access to and from the public road. The Purchaser further agrees and confirms that such use by the persons from adjoining plot over the access road, save and except a right of way. The Purchaser shall comply with any safety, movement and security rules framed by the Association to regulate the common use of the access road. The Purchaser shall not obstruct or interfere with the bona fide movement of vehicles or pedestrians from the adjoining plot using the access road.

3.10 The Purchaser hereby agrees that the Total Price has been negotiated solely on the basis of the Carpet Area of the Apartment and shall further be exclusive of (a) Mutation fees payable to the Kolkata Municipal Corporation, which shall be payable on the actuals, (b) Extra Charges and Deposits including Electricity meter deposit and related charges payable to CESC on actuals, as and when demanded and (c) Applicable stamp duty, registration fees and all miscellaneous costs and expenses in connection with execution and registration of the Deed of Conveyance and other related documents, if any.

3.11 The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions mentioned in clauses 3.6 to 3.9.

4. Completion of Construction and Possession:

4.1 The Completion/Occupancy Certificate has been issued by the Corporation and the Transferors have on or before the execution of this Deed handed over to the Purchaser, physical possession of the said Apartment. The Purchaser has taken possession of the said Apartment after inspection and fully satisfying himself in all respects including the Plans sanctioned by the Corporation, the actual construction of the Buildings, the Common Areas and facilities and the said Apartment made by the Transferors (including the quality and specifications thereof, the Carpet Area, the Built-Up Area and the agreed Super Built Up Area of the said Apartment, the workmanship, specifications, quality of materials used and the structural stability of the Buildings) and confirms that the Transferors have complied with all their obligations including those under the Act and that the Purchaser has no claim of whatsoever

nature against the Transferors on any account whatsoever. The Purchaser agrees, undertakes and covenants not to make any claim or raise any dispute whatsoever against the Transferors under any circumstances whatsoever.

4.2 On and from the date of this Deed or date of Deemed Possession, whichever is earlier, the Purchaser is responsible for the internal security of the said Apartment Unit and all materials, articles, things, property and belongings within the same and to protect the same from any theft, loss, damage or destruction and to protect against any bodily injury or casualty to any person on account of any cause whatsoever. The Transferors shall not have any responsibility or liability whatsoever in this regard.

5. Defect liability:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Purchaser from the date of Completion Certificate, 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 Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act. Provided that the Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Purchaser (or any person appointed by him/her/them 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.

It is expressly agreed and understood that the Promoter shall not be liable to rectify any defect occurring under the following circumstances:

- a. If the defect & attributable to any acts or omissions or commissions of the Purchaser (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Promoter.
- b. Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Purchaser, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the said Apartment Unit, (which inspection Promoter shall be required to complete within 15 (fifteen) days of receipt of the notice from the Purchaser) alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained hereinabove and the Purchaser shall not be entitled to any cost or compensation in respect thereof.
- c. It is further clarified that the Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Purchaser (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Promoter.
- d. The Purchaser further specifically agrees and understands that the responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from:
 - (a) misuse or negligent use;
 - (b) unauthorised modifications or repairs done by the Purchaser or its nominee(s)/agents;

- (c) cases of force majeure;
 - (d) failure to maintain the amenities/equipment's and accidents.
- e. It is understood further by the Parties that the Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Promoter that all equipment, Fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Project Common Areas wherever applicable. The Purchaser (s) has/have been made aware and the Purchaser (s) also expressly agree(s) that the regular wear and tear of the said Apartment Unit excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degree Centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

The Purchaser also agrees and confirms that the decision of the Promoter's architect shall be final in deciding whether there is any actual structural defect in the apartments buildings/wings or defective material being used or regarding workmanship, quality or provision of service

SCHEDULE-A

Part I

[Description of said Land]

ALL THAT the piece and parcel of land measuring about 5 Bighas 13 Cottahs and 19 Square feet be the same a little more or less with buildings, shed, quarters and other structures measuring about 62013 square feet standing thereon situate lying at and being Premises No. 22, New Tangra Road, Kolkata – 700 046, Post Office and Police Station – Tangra under Ward No. 58 , Kolkata Municipal Corporation comprised in Holding No. 19 and 18 (formerly 11D & 11E) in Sub Division L, Division IV in Mouza Panchannagram, Registration District Alipore, Sub Registration Office Sealdah and butted and bounded as follows:

- On the North : By Partly by the land and house of S.K.Enayatullah, partly by land and house of Charu Bhusan Dala and others and partly by the house of Pran Krishna Khan and Gokul Chandra Khan and partly by premises No. 4, Chingrighatta Lane and partly by the land belonging to Kshetra Hari Sarkar;
- On the South : Partly by Premises No. 20, and partly by the House of Jugal Chandra Biswas and others;
- On the West : Partly by the house of Pran Krishna Khan and Gokul Chandra Khan partly by Premises No.4, Chingrighatta Lane partly by New Tangra Road and partly by the house of Jugal Chandra Biswas and others; and
- On the East : Partly by land belonging to S Moslem and partly by the land belonging to Kshetra Hari Sarkar.

OR HOWSOEVER OTHERWISE the same may be butted, bounded, called, known, numbered, described or distinguished.

Part II

(Title)

1. By a Deed of Conveyance dated 6th September, 1947, one Mangalmoyee Ghosh therein referred to as the Vendor of the First Part and Paresh Chandra Ghosh therein referred to as the Second Party of the Second Part and Choonilal Ghosh and Benode Krishna Ghosh therein collectively referred to as the Confirming Party of the Third Party and one Hindusthan Gas Company Limited therein referred to as the Purchaser of the Fourth Part and registered in the office of the Sub Registrar at Alipore and recorded in Book No. I, Volume No. 92, Pages from 121 to 151, Being No. 3071 for the year 1947, the said Mongolmoyee Ghosh at the consideration and on the terms and conditions therein mentioned sold, granted, transferred, conveyed, assigned and assured All That 5 Bighas 13 Cottahs and 19 square feet, be the same a little more or less situate lying and being Premises No. 22, New Tangra Road (hereinafter referred to as the Subject Property) unto and in favour of the said Hindusthan Gas Company Limited.
2. By a fresh Certificate of Incorporation consequent upon change of name issued by the Additional Registrar of Companies, West Bengal the name of Hindusthan Gas Company Limited was changed to Hindusthan Gas & Industrial Limited with effect from 15th November, 1961 and by another fresh Certificate of Incorporation consequent upon change of Name issued by the Additional Registrar of Companies, West Bengal the name of Hindusthan Gas & Industries Limited was further changes to HG Industries Limited with effect from 24th July, 1998.
3. By an Indenture of Conveyance cum Assignment dated 13th February, 2002 made between HGI Industries Limited, therein referred to as the Vendor and Hindusthan Files Limited therein referred to as the Purchaser and registered with Additional Registrar of Assurances I, Calcutta in Book No. I, Volume No. I, Pages from 1 to 23, Being No. 4518 for the year 2002, the said HGI Industries Limited for the consideration mentioned therein sold, transferred, conveyed, assigned and assured unto inter alia the Subject Property in favour of Hindustan Files Limited free from all encumbrances and charges.
4. By a fresh Certificate of Incorporation consequent upon change of name issued by the Registrar of Companies, Maharashtra, Mumbai the name of Hindustan Files Limited was changed to J.K. Files & Engineering Limited with effect 10th November, 2021.
5. By an Indenture of Conveyance dated 25th March, 2022 made between J.K. Files & Engineering Limited therein referred to as the Vendor and Ekdanta Niketan Private Limited, Lambodar Estates Private Limited & Damodar Properties Private Limited therein referred to as the Purchasers and registered with the District Sub Registrar IV, at Alipore and recorded in Book No. I, Volume No. 1604-2022, Pages from 111456 to 111488, Being No. 160403179 for the year 2022, the said J.K. Files & Engineering Limited for the consideration mentioned therein sold, granted, transferred, conveyed, assigned and assured unto inter alia the Subject Property in favour of Ekdanta Niketan Private Limited, Lambodar Estates Private Limited & Damodar Properties Private Limited (the Owners herein) free from all encumbrances and charges.

SCHEDULE-B

PART I

“Said Apartment”

All That the residential apartment No. _____ on the ____ floor in Tower _____, having carpet area of ____ square feet along with a balcony area of ____ square feet of carpet area and/or triple height balcony area of ____ square feet of carpet area and/or an open terrace area of ____ square feet of carpet area appurtenant to the carpet area of the residential apartment in the Project constructed on the Said Land forming part of the Project (described in **Schedule A** above).

For the purpose of registration the corresponding total built up area is _____ square feet and corresponding super built up area is _____ square feet.

PART – II

(Car Parking Space)

ALL THAT the permission to park:

- (i) _____ medium sized car(s)/two wheeler motor vehicle in the _____ car parking space in the ground level of the said Land; and
- (ii) _____ medium sized car(s)/two wheeler motor vehicle in the open and Open Mechanical Car Parking System in the ground level of the said Land.

The Said Car Parking being constructed on the Said Land forming part of the Project (described in **Schedule A** above) to be earmarked and/or to be identified and designated by the Promoter.

The Plan of the Apartment (showing the Apartment delineated in Red colour) is on the floor plan being PART III of **Schedule B** below.

PART – III

(Floor plan of the Apartment Unit)

(To be annexed separately)

SCHEDULE-C

[Specifications of the Apartment Unit]

RCC Framed Structure with anti-termite treatment in foundation

External & Internal Walls:

- External wall of 8 inches eco-friendly premium brick work with AAC Blocks and/or Red Bricks with good quality weather proof emulsion paint. All internal walls of 5 inches thick AAC Blocks and/or Red Bricks, with high quality Plaster of Paris and/or Putty finish as per Architect Design.

Doors and Hardware:

- Main Door - Good quality flush door, with lock of Godrej or equivalent brand, premium handle and eye hole
- Other doors - good quality flush doors

Windows:

- Anodized/powder coated aluminum with clear glazing or UPVC window

Flooring:

- Bedrooms/Living/Dining/Balcony- Vitrified tiles

Kitchen:

- Flooring - Anti skid ceramic tiles of Kajaria or equivalent brand
- Counter - Granite slab with a Stainless Steel Sink, Wall tiles up to 2 ft. height over the granite counter

Toilet:

- Flooring- Anti skid ceramic tiles
- Wall-Dado in ceramic tiles up to door height
- Sanitary ware of Jaquar /CERA or equivalent brand
- CP Fittings from Jaquar /CERA or equivalent brand
- Hot and cold water lines provision

Electricals:

- Concealed copper wiring with modular switches of reputed brand
- Provision for exhaust fan in toilets and kitchen
- Plug points for geyser in toilets
- Plug points for chimney, water purifier and refrigerator in the kitchen
- TV and telephone points, AC point, DTH cabling in the living and dining area and master bedroom
- Adequate power back up, at an additional cost

Security Features:

- Intercom facility

SCHEDULE-D

[Payments]

The details of the Total Price as well as the Extra Charges and Deposits are given below:

PARTICULARS	AMOUNT (RS.)	TOTAL AMOUNT (RS.)
A. <u>Total Price</u>		
Consideration of the Apartment		
Add: G.S.T @5%		
Total Price		
B. <u>Extra Charges (Non-Refundable)@300/- Per Sq. Ft.</u>		
(Generator Backup, Amenities Charges, Association Formation Charges, Legal Fees, Documentation Charges, Electricity- Cabling and/or Transformer Charges)		
Add: G.S.T @18%		
Total Extra Charges		
C. Deposits		
Common Expenses Deposit @40/- per Sq. Ft.		
Municipal Tax Deposit @40/- per Sq. Ft.		
Total Deposit		
Total Amount payable (A + B + C)		

SCHEDULE – E

[PROJECT COMMON AREAS]

1. The Said Land

2. Common entrances & exits (____ft____inch), pathways, driveway, goomty, common lighting of the project.
3. Entrance lobby on the Ground Floor & Typical Floor Lobby
4. Staircases on all the floors.
5. 2 (Two) numbers of lifts in each Tower.
6. Lift machine room
7. Electric meter room situate at a portion of the ground floor of the Building
8. Overhead Water Tanks, Underground Tank.
9. Fire Refuge Platform
10. Swimming Pool, Kids Pool, and Change Room for Gents & Ladies.
11. The Rooftop Area of each Tower
12. All facilities and Amenities as may be provided in the project including Gymnasium, Association Room, Lunch, Indoor Games room etc.
13. Waste Management Area

SCHEDULE – F

[Common Expenses]

1. Repairing, rebuilding, repainting, improving as necessary and keeping the Project, the Residential Buildings and Project Common Areas and every exterior part thereof in good and substantial repair, order and condition and renewing and replacing etc. all worn or damaged parts thereof.
2. As often as may be necessary in the opinion of the Promoter or the Facility Management Company, as the case may be, painting with quality paint and in a proper and workmanlike manner all the wood, metal, stone and other work of/at the Project, the Residential Buildings, Project Common Areas and the external surfaces of all exterior doors etc. of the Buildings and Project Common Areas and decorating and colouring all such parts of the Residential Buildings and the Project, as usually are or ought to be.
3. Maintaining, repairing and where, necessary reinstating any boundary wall, hedge or fence.
4. Keeping the driveways, passages and pathways of the Project in good repair, and clean, tidy and edged.
5. Cost of clearing, repairing, reinstating any drains and sewers.
6. Paying such workers as may be necessary in connection with the upkeep and maintenance of the Project, the Residential Buildings and Project Common Areas.
7. Cost of operating and maintaining the various facilities/utilities comprising a part of the Project Common Areas.

8. Insuring any risks.
9. Cleaning as necessary, the external walls and windows (not forming part of any apartment unit) in/at the Project and/or the Residential Buildings as may be necessary for Project Common Areas, as identified by the Promoter or the Facility Management Company, as the case may be.
10. Operating, maintaining and if necessary, renewing from time to time the lighting apparatus of the Project and the Residential Buildings.
11. Maintaining and operating the lifts, generator and all facilities and utilities forming a part of the Project Common Areas and as also those identified by the Promoter or the Facility Management Company.
12. Providing and arranging for removal of rubbish.
13. Paying all the rates, taxes, levies, duties, charges assessments and outgoings whatsoever (whether central, state or local) assessed, charged or imposed or payable presently or in the future with retrospective effect or otherwise, in respect of the Project and/or Buildings and/or any part thereof, excepting in so far as the same is the responsibility of an end user/the occupant of any apartment unit.
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by any Authority in connection with the Project and/or the Buildings and/or any part thereof so far as the same is not the liability of and/or attributable to an end user/occupant of an apartment unit.
15. Generally managing and administering and protecting the Project and the Residential Buildings and for such purpose employing any contractor and enforcing the observance of the covenants on the part of the end users/occupants of any of the apartment units.
16. Employing qualified accountant(s) for the purpose of auditing the accounts in respect of the Common Expenses, and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and/or with the provisions of all statutes and all regulations, orders and bye-laws made thereunder relating to the Project and/or the Buildings and/or Project Common Areas excepting those which are the responsibility of an end user/occupier of any apartment unit.
18. Insurance of firefighting appliances and other equipments for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Promoter may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
19. Administering the management of the staff and complying with all relevant statutes and regulations and orders thereunder and employing whenever necessary suitable person(s) or firm to deal with these matters and disengage them when required.
20. The purchase, maintenance and renewal of any other equipment and the provision of any other service, which in the option of the Promoter or the Facility Management Company, as the case may be, it is reasonable to provide.
21. Charges/fees of the Facility Management Company if any.
22. Service charges of the Promoter till the maintenance is taken over by the Association.
23. Litigation expenses that may have to be incurred for any Common Purpose and/or for in/the larger/

greater interest of the Project and/or the Buildings.

24. Such periodic amounts, as may be estimated by the Promoter or the Facility Management Company, as the case may be, whose decision shall be final and binding, and to provide for a reserve fund for items of expenditure including those referred to in this Schedule to be incurred or expected to be incurred at any time.
25. Costs and expenses for the operation, management, maintenance, upkeep and administration of the mechanical vehicle parking spaces situate at any part or portion of the Project notwithstanding the fact that the Purchaser has not been granted the permission to use any of such mechanical vehicle parking spaces.
26. Such other costs, expenses etc. incidental to and/or ancillary to and/or related to/with any of the matters, items, issues etc. stated in this Schedule

SCHEDULE-G

[Mutual Easements]

The Purchaser and/or the Apartment Owners (including the Transferors) shall be entitled to and also bound by the following easements and/or conditions:

1. The right of ingress to and egress from their respective apartments over the Common Areas and facilities mentioned in Schedule-E.
2. The right of passage of wires, cables, pipes and drains and other equipment and utilities including connections for water, electricity, telephone, cable- TV etc. to and through each and every portion of the said Land including all the apartments therein.
3. The right of support, shelter and protection of each portion of the Residential Buildings by the other portions thereof.
4. Such rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part or parcel of apartments in the Buildings or necessary for the use or enjoyment thereof by the Apartment Owners in common with each other subject however to the terms, conditions and covenants mentioned in this Deed including in particular in Schedule-H hereto.
5. The right of the Apartment Owners, with or without workmen, and necessary materials to enter into all parts of the said Land, including all the apartments therein for repairs at daytime upon giving 48 (forty-eight) hours prior notice to the persons affected thereby provided however that no prior notice or timing shall be necessary in emergent circumstances.

SCHEDULE-H

[Purchaser's Covenants]

Part-I

[Specific Covenants]

1. **The Purchaser agrees undertakes and covenants to:**
 - a) comply with and observe the rules, regulations and bye-laws framed by the Transferors/Maintenance Agency/Association from time to time;
 - b) permit the Maintenance Agency and its men, agents and workmen to enter into the said Apartment or any part thereof for causing necessary repairs and maintenance or to set right any defect or for the Common Purposes or the Project with prior reasonable notice except in case of emergency/urgency;
 - c) deposit the amounts for various purposes as required by the Promoter and/or the Maintenance Agency;
 - d) use and occupy the said Apartment Unit only for the purpose of residence and for no other purposes;
 - e) use the Common Areas and facilities mentioned in Schedule E without causing any hindrance or obstruction to other Apartment Owners and occupants of the said Land;
 - f) be responsible for the maintenance of the said Apartment Unit and to immediately replace and/or repair any damage which may occur to the same at his own cost;
 - g) keep the said Apartment Unit and partition walls, sewers, drains, pipes, cables, wires, etc. in good and substantial repair and condition;
 - h) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Apartment or the Common Areas and Facilities for any purpose and also not to make any form of alteration to the external façade of the Buildings;
 - i) To maintain and remain responsible for the structural stability of the said Apartment and not to do or permit to be done any act which may affect the structural stability of the Buildings, and if, at any time, the Promoter determines, at its sole and absolute discretion, that there has occurred any deviation, breach, violation, or default by the Purchaser, the Purchaser shall be liable to pay to the Promoter such compensation and/or liquidated damages, in such amount and in such manner, as may be determined by the Promoter's architect at the time of occurrence of such deviation, breach, violation, or default, together with applicable Goods and Services Tax, in addition to remedying and/or rectifying such deviation, breach, violation, or default at the Purchaser's own cost within 15 (fifteen) days from the date of being called upon to do so by the Promoter;
 - j) use and enjoy the Common Areas and facilities mentioned in Schedule E only to the extent required for ingress to and egress from the said Apartment of men, materials and utilities;
 - k) sign and deliver to the Promoter all papers, applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Apartment from CESC Limited in the name of the Purchaser and until the same be obtained, the Promoter shall provide or cause to be provided reasonable quantum of electricity from its own sources and install at the request and cost of the Purchaser an electric sub-meter in or for the said Apartment Unit and the Purchaser shall pay all charges for electricity shown

by such sub-meter as consumed in or relating to the said Apartment Unit;

- l) be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the said Apartment Unit only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other Apartment Owners. The main electric meter shall be installed only at the common meter space. The Purchaser shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Buildings, the said Land and outside walls of the Buildings save in the manner indicated by the Promoter/Maintenance Agency/Association (upon formation);
- m) bear and pay the Common Expenses and all other costs, expenses and outgoings in respect of the said Land proportionately and the said Apartment Unit wholly and the same shall initially be payable to the Maintenance Agency;
- n) pay Corporation tax and all other rates, taxes, levies, duties, charges, impositions, outgoings and expenses in respect of the said Land proportionately and the said Apartment wholly and to pay proportionate share of such rates and taxes payable in respect of the said Apartment until the same is assessed separately by the Corporation;
- o) pay for other utilities consumed in or relating to the said Apartment Unit;
- p) allow the other Apartment Owners the right to easements and/or quasi- easements;
- q) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Corporation taxes and other taxes and payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier;
- r) make payment of applicable Goods and Services Tax that may be payable in respect of all amounts to be paid by the Purchaser to the Promoter, the Maintenance Agency and/or Association in terms of the Agreement and/or this Deed as also to pay all other taxes payable by the Purchaser in terms of the Agreement and/or this Deed;
- s) observe and comply with such other covenants as be deemed reasonable by the Promoter for the Common Purposes; and
- t) use the Car Parking Spaces for parking of cars without making any construction over the same and to ensure that each Car Parking Space can be used for parking only and not for any other purpose such as to store articles, goods and materials.

2. **the Purchaser has agreed and covenanted:**

- a) not to damage, demolish or cause to be damaged or demolished the said Apartment Unit or any part thereof;
- b) not to store any heavy article inside the said Apartment that may cause damage to the flooring in any manner;
- c) not to do anything that may affect the structural strength of the beams, columns, partition walls or any portion of the Residential Buildings and not to make changes of a permanent

nature;

- d) not to do any addition, alteration, structural changes, construction or demolition in the said Apartment Unit without prior written permission/sanction from the Corporation and other concerned authorities as also the Maintenance Agency and also subject to the condition that the same is not restricted under any other provision of the Agreement and/or this Deed;
- e) not to make any form of alteration in or cut or damage the beams and columns passing through the said Apartment or the Common Areas and facilities for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise;
- f) not to put or install any letter box, neon-sign or any other board or hoarding, any other signage, notice or advertisement in the Common Areas and facilities or on the outside walls/facade of the Residential Buildings. Provided However that a decent sign board on the outface of the main door of the said Apartment Unit may be put;
- g) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Apartment or any portion thereof and not to change the design of balcony railings, window grills, and/or change the outer elevation of the said Apartment or the Residential Buildings under any circumstances;
- h) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any apartment or any part of the Residential Buildings or the said Land or may cause any increase in the premium payable in respect thereof;
- i) not to make or permit or play any disturbing noises or loud sounds or music in the said Apartment Unit and/or the Common Areas and facilities and/or the said Land or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other occupiers of the Residential Buildings and/or disturb them;
- j) not to use the lifts in case of fire and also not to use the lifts for the purpose of carriage or transportation of any goods, furniture, heavy articles, etc. save and except the lift specifically installed for carriage of the goods and articles, if any;
- k) not to install or use any shades, awnings, window guards or ventilators excepting such as shall have been approved by the Maintenance Agency/Association;
- l) not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation;
- m) not to decorate the exterior of the Residential Buildings and outside colour scheme of the exposed/external walls or external doors and windows including grills/gates of the said Apartment otherwise than in the manner agreed by the Promoter in writing or in the manner as near as may be in which it was previously decorated or deviation or which in the opinion of the Promoter may affect the elevation of the Residential Buildings;
- n) not to deposit or throw or permit to be deposited or thrown any garbage, rubbish or refuse or waste in or around the staircase, lobby, landings or in any other Common Areas and facilities or installations of the Residential Buildings and the said Land and to deposit the

same in such place only in the said Land and at such time and in such manner as the Maintenance Agency may direct;

- o) not to store or allow anyone to store any goods articles or things in or around the staircase, lobby, landings or other Common Areas and facilities of the Residential Buildings;
- p) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other apartments in the Residential Buildings;
- q) not to make any claim of any nature whatsoever in respect of the said Land other than the said Apartment Unit hereby transferred and the common enjoyment of the Common Areas and facilities in respect of the same;
- r) not to claim any right over and/or in respect of any terrace (other than the use of the Common Roof Area only) of the Residential Buildings or any open land at the said Land or in any other open or covered areas of the Residential Buildings and the said Land reserved or intended to be reserved by the Transferors for their own exclusive use and enjoyment and not meant to be a common area or portion and notwithstanding any inconvenience to be suffered by him and not to obstruct any development which may be made by the Promoter thereat or on any part thereof;
- s) not to store in the said Apartment Unit or any part of the said Land any hazardous, combustible, inflammable, injurious or obnoxious article likely to injure, damage or prejudicially affect or expose the said Land or any part thereof and/or any neighboring property to any risk of fire or any accident;
- t) not to object to or hinder constructions and the Purchaser shall not object to the changes and/or inconvenience caused due to such construction being made by the Promoter from time to time even after the Date of Possession;
- u) not to make or cause, directly or indirectly, any obstruction, interruption, hindrance, impediment, interference or objection in any manner and/or for any reason whatsoever, relating to or concerning the construction or completion or sale of the Residential Buildings and/or the apartments by the Promoter at any time, whether before or after the Date of Possession and/or delivery of possession of the said Apartment Unit to the Purchaser, notwithstanding there being temporary inconvenience in the use and enjoyment of the said Apartment Unit by the Purchaser and to be responsible and liable for all losses and damages which the Promoter may suffer in this regard due to any default by the Purchaser;
- v) not to object, obstruct or create any hindrance to the use of the Common Areas and Facilities particularly those mentioned in Schedule E by the owners and occupiers of all apartments and/or other spaces of the Project;
- w) not to shift or obstruct any windows or lights in the said Apartment or the Residential Buildings and not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Apartment without the prior consent in writing of the Promoter and/or the Association;
- x) not to cover the Common Areas and Facilities, fire exits and balconies/terraces (if any) of the said Apartment;

- y) not to block or occupy or encroach upon or obstruct or keep any article or goods in any pathways, passages, corridors, stairways, entrances or lobby or any of the Common Areas and facilities in any manner whatsoever;
- z) not to park or allow anyone to park any car at any place other than the space earmarked for parking car(s) of the Purchaser, if any, mentioned in **Part II of Schedule B**;
- aa) not to sell, transfer, let out or part with permission to park in the said Car Parking Space, if so acquired by the Purchaser hereunder, independent of the said Apartment and to use the same only for the purpose of parking of a motor car;
- bb) not to use the said Apartment Unit for any purpose save and except for residential purpose and not to use the said Apartment Unit for any commercial, business or professional purpose including without limitation, as a doctor's chamber, diagnostic or testing unit, nursing home, computer or educational training centre, coaching centre, music or dance center, repairing centre, commercial guest house, spa, massage parlour, Club, Eatery, boarding house, lodge, business centre, etc or for commercial, illegal or immoral purposes or in any manner that may cause nuisance to occupiers of the other portions of the Residential Buildings;
- cc) not to raise or put up any kutchra or pucca constructions, grills, walls or enclosure of any kind around the said Car Parking Space or part thereof and keep it always open and not use it for dwelling or staying of any person or blocking it by putting any articles and not do anything to alter its current state;
- dd) not to inscribe, install or expose any sign, notice or advertisement on or at a window or other part of the Buildings and the said Land;
- ee) not to keep or harbour any bird or animal in the Common Areas and facilities of the said Land and shall not kill, slaughter or otherwise harm or injure animals, livestock or birds etc. within the said Apartment and/or the said Land or on any portion thereof;
- ff) not to make claim of any right of pre-emption or otherwise regarding any of the other apartments or any portion of the Residential Buildings and/or the said Land;
- gg) not to install any air-conditioner except at the spaces that may be specified by the Promoter for installation of the split type air-conditioner and its Outdoor Unit and at no point of time to change the position or arrangement for the installation of air-conditioner without prior written consent of the Promoter or the Association and under no circumstances to install any window type air- conditioner;
- ii) not to put any film, whether coloured, reflective or otherwise on the windows/glass, whether external or internal;
- jj) not to subdivide the said Apartment Unit and/or the said Car Parking Space, if allotted, or any portion thereof;
- kk) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any

portion of the Residential Buildings and the said Land not forming part of the Common Areas and facilities;

- ll) not to attach or hang from the exterior of the Buildings on any side any radio or television aerial or TV /Satellite Dish Antenna;
- mm) not to install any loose, hanging or exposed wires or cables anywhere outside the said Apartment Unit;
- nn) not to object to the installation, erection and display of neon sign boards of the Promoter on the Common Roof Area of the Buildings at all times;
- oo) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any of the Open Terraces in the Buildings and the said Land save and except the said Open Terrace, if any, mentioned in **Part I of Schedule B**;
- pp) not to carry on or permit to be carried on at the said Apartment Unit or any part thereof at any time any dangerous, noisy, obnoxious or offensive act or any nuisance or do any act, matter or thing which may cause annoyance or inconvenience to the other Apartment Owners/occupiers of the said Land and/or the neighbourhood;
- qq) not to use the said Apartment Unit in a manner that may pose a risk of damage to the environment and not to engage in any activity which could subject the Promoter to any liability under environmental laws or any other laws;
- rr) not to interfere in any manner with the right, title, interest or entitlement of the Transferors and/or their transferees in respect of other Apartments and/or the said Land;
- ss) not to do anything that may be contrary to the terms, conditions, restrictions, stipulations and covenants contained in the Agreement and/or this Deed of Conveyance;
- tt) not to change the Project name and its logo under any circumstances whatsoever;
- uu) not to use the said Apartment Unit and/or the Common Areas and Facilities for public worship and/or public religious activity or purpose and/or for gathering of people for worship or religious activity or purpose provided however that nothing herein contained shall prevent the Purchaser from conducting private worship in a portion of the said Apartment Unit; and
- vv) not to do anything that may be contrary to Clause 1.3.

3. The Purchaser agrees, undertakes and covenants not to make or cause, directly or indirectly, any obstruction, interruption, hindrance, impediment, interference or objection for any reason or in any manner whatsoever relating to the said Land or concerning the development, construction, or completion of the said Land including the Common Areas and facilities and/or any further extension, expansion, construction, addition or alteration therein from time to time and/or the transfer, sale or disposal of any apartment or any portion of the said Land.

4. The Purchaser shall have no connection whatsoever with the other apartment owners and there shall be no privity of contract or any agreement or arrangement as amongst the Purchaser and the other apartment owners (either express or implied) and the Purchaser shall be responsible to the Promoter for fulfillment of the Purchaser's obligations irrespective of non-compliance by any other apartment owner.
5. Notwithstanding anything to the contrary contained elsewhere in this Deed, the Purchaser shall pay the Maintenance Charges in respect of the said Apartment Unit as also other costs, expenses and outgoings in respect of the said Apartment Unit and other costs, expenses and outgoings in respect of the said Apartment Unit with effect from the Date of Commencement of Liabilities. The Purchaser shall be liable to pay the Corporation taxes, all outgoings and other taxes from the Date of Commencement of Liabilities.
6. The stamp duty, registration fees and incidental expenses in respect of this Deed of Conveyance are being paid and borne by the Purchaser. The Goods and Services Tax payable in respect of the Agreed Consideration mentioned in this Deed as also the other amounts and/or Deposits that have been paid and/or are payable by the Purchaser, shall be borne and paid by and be the sole liability of the Purchaser who agrees and undertakes to make payment of the same even if the same are found payable and/or demanded in future. The Purchaser hereby indemnifies the Transferors fully regarding the above.
7. The Project and the apartments constructed at the said Land have been named as "INSIGNIA" and the same shall always be known by the said name. The Purchaser and/or the Apartment Owners and/or the Association and/or the Maintenance Agency shall not be entitled to change the said name under any circumstances whatsoever and shall not remove the signage of the Project's name that has been installed at the said Land.
8. The Purchaser agrees, undertakes and covenants with the Vendors that each of the apartment unit purchased in the Project shall be allotted (1) one _____ Car Parking Space without any additional consideration and the same shall form an integral part of the allotment of the said Apartment. In the event the Purchaser requires any additional Car Parking Space(s) over and above the aforesaid one _____ Car Parking Space, such additional Car Parking Space(s) shall be provided for parking subject to availability and shall be chargeable at the prevailing rate as may be fixed by the Promoter from time to time. The Purchaser acknowledges and agrees that no right, title, or entitlement to any additional Car Parking Space(s) shall accrue unless the Purchaser pays the charges applicable for such additional space(s) and executes the necessary documentation required for the same. The additional Car parking space if purchased by the Purchaser shall also form part of apartment unit.
9. The Purchaser may deal with or dispose of or assign or alienate or transfer the said Apartment Unit subject to the following conditions:
 - a. The said Apartment Unit shall be one single indivisible unit/lot for all purposes and shall not be partitioned or dismembered in parts and shall not be sold or transferred in divided or demarcated parts by the Purchaser. In case of sale of the said Apartment Unit in favour of more than one buyer, the same shall be done in their favour jointly and in undivided shares.
 - b. The transfer of the said Apartment Unit by the Purchaser shall not be in any manner

inconsistent with the Agreement and/or this Deed of Conveyance and the covenants contained in the Agreement and/or herein shall run with the land and/or transfer. The person(s) to whom the Purchaser may transfer/alienate the said Apartment Unit shall automatically be also bound by the same terms, conditions, covenants, stipulations, undertakings and obligations as are applicable to the Purchaser by law and/or by virtue of the Agreement and/or this Deed of Conveyance.

- c. All the dues including outstanding amounts, interest, Maintenance Charges, electricity charges, Corporation taxes and other taxes etc. relating to the said Apartment Unit payable to the Transferors, the Maintenance Agency, the Association and the Corporation and other concerned persons/entities are paid by the Purchaser in full prior to the proposed transfer/alienation. Such dues, if any, shall be a charge on the said Apartment Unit and shall in any event, run with such proposed transfer and the transferee shall be liable to make payment of the same.
10. The Purchaser shall not claim any partition of the said Land.
 11. The Purchaser agrees, undertakes and covenants not to make any claim of any nature whatsoever against any person who has been granted any right by the Transferors in respect of the said Land or any portion thereof nor against the Transferors with regard thereto nor shall in any manner obstruct such user and/or enjoyment.
 12. The Purchaser shall be responsible for and shall keep the Transferors and the Maintenance Agency indemnified of from and against all damages, claims, demands, costs, charges, expenses and proceedings occasioned relating to the said Land or to any person due to any negligence or any act, deed, thing or omission made done or occasioned by the Purchaser and shall keep the Transferors and the Maintenance Agency indemnified of from and against all actions claims proceedings costs expenses and demands made against or suffered by the Transferors and the Maintenance Agency as a result of any act, omission or negligence of the Purchaser or the employees, servants, agents, licensees, invitees or visitors of the Purchaser and/or any breach or non-observance by the Purchaser of the Purchaser's covenants and/or any of the terms herein contained.
 13. In case of there being a failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Purchaser to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under the Agreement or this Deed of Conveyance or otherwise under law, then the Transferors and/or the Association shall be entitled to issue a Notice to the Purchaser calling upon the Purchaser to rectify, remedy, make good or set right the same within one month from the date of issue of such Notice. If the Purchaser does not comply with the said Notice to the satisfaction of the Transferors and/or the Association within the above time, then the Purchaser shall be liable to pay compensation and/or damages that may be quantified by the Transferors and/or the Association in addition to the Purchaser being compelled to rectify, remedy, make good or set right the same as also withholding use of the Common Areas and Facilities by the Purchaser.
 14. If any act or omission of the Purchaser results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or the construction of the Buildings or any portion thereof from time to time and/or in the transfer, sale or disposal of any apartment unit or portion of the said Land and/or in the use and enjoyment of the Common Areas and

Facilities in the said Land by all the Apartment Owners, then in that event the Purchaser shall be liable to pay to the Transferors compensation and/or damages that may be quantified by the Transferors.

15. Besides the aforesaid rights mentioned in clauses 12 and 13 above, the Transferors shall also be entitled to enforce any other right to which the Transferors may be entitled to in law by reason of any default or breach on the part of the Purchaser.
16. The Owners shall compensate the Purchaser in case of any loss caused to him due to defective title of the said Land that is known to the Owners but has not been disclosed to the Purchaser or which the Purchaser could not have found out inspite of due diligence and care, in the manner as provided under the Act subject to the Purchaser not having committed default or violation or breach or non-compliance of any of the terms and conditions of the Agreement or this Deed and subject to the Purchaser having made timely payments of all amounts under the Agreement and/or this Deed and/or otherwise required under law. It is further made clear that under no circumstances shall the Owners be liable for any defective title not created by the Owners and/or any defect that existed prior to the purchase of the said Land by the Owners. The Promoter shall not have any liability regarding the title since the same is the responsibility, obligation and liability solely of the Owners.
17. The Promoter/Maintenance Agency/Association shall have rights of unrestricted access to all Common Areas and facilities mentioned in Schedule E as also the Car Parking Spaces for providing necessary maintenance and repair services and the Purchaser agrees to permit the Promoter/Maintenance Agency/Association to enter into the said Apartment or any part thereof after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to cause necessary repairs and maintenance and set right any defect.
18. In case there are joint Purchasers, all communications shall be sent by the Transferors to the Purchaser whose name appears first and at the address given by such Purchaser which shall for all intents and purposes be considered as properly served on all the Purchasers.
19. The application form, allotment letter on the basis of which the transaction has been entered into shall continue to be valid and subsisting and shall be deemed to be a part of the Agreement as also this Deed of Conveyance. Waiver or limitation of any right or interest and/or any consent given by any party in the aforementioned documents, Agreement and/or this Deed of Conveyance and/or any part hereof and/or in any document hereafter, shall be valid and binding and the same shall also be deemed to be voluntarily given, repeated and/or reiterated by such party subsequent to the signing of such documents, Agreement and/or this Deed of Conveyance.
20. The transaction contemplated herein is a single transaction of sale and purchase of the said Apartment Unit and does not constitute any Party to be the agent of the other Party and no form of service is contemplated. It is further hereby expressly intended and agreed by and between the parties hereto that nothing herein contained shall be construed to be a "Works Contract" and it is hereby further intended and agreed by and between the parties hereto that in the event the Transferors are liable to make payment of any Sales Tax, VAT, Works Contract Tax, Goods & Services Tax or any other statutory tax, duty or levy in respect of the

Agreement or this Deed of Conveyance or the transfer of the said Apartment Unit contemplated hereby, the Purchaser shall be liable to and agrees to make payment of the same even after execution and registration of this Deed of Conveyance.

21. The Purchaser has agreed undertaken and covenanted not to question at any time the computation of the Super Built-up Area of the said Apartment Unit and not to claim or demand, under any circumstances whatsoever, details or calculations of the Super Built-up Area.
22. All rights and obligations of the Promoter and the Owners inter se shall be governed by the Development Agreement which shall override anything contained herein which is contrary to or inconsistent with such rights and obligations.

Part - II

[Maintenance]

1. Subject to timely payment of maintenance charges by all the Apartment Owners of the Project the Project, the Buildings and Project Common Areas shall be managed and maintained by the Maintenance Agency.
2. The Purchaser shall accept the rules and regulations made by the Maintenance Agency (Rules) and shall diligently observe, perform and comply with the same.
3. The Purchaser is purchasing the said Apartment Unit on the specific understanding that his right to the use of Common Areas and Facilities shall be subject to timely payment of total Maintenance Charges, as determined and thereafter billed by the Maintenance Agency or the Association or the maintenance agency appointed by it and performance by the Purchaser of all his/her obligations in respect of the terms and conditions specified by the Maintenance Agency or the Association from time to time.
4. The Maintenance Agency shall function at the costs of the Apartment Owners and will work on the basis of advance payments and/or reimbursements of all costs and outgoings for common purposes, including establishment costs and costs of its formation and/or operations and requirements for doing and/or making provisions for repairs painting replacements and renovations and for unforeseen eventualities.
5. The Maintenance Agency shall collect and pay all rates, taxes and outgoings, including for insurance for the Buildings and the Project, which are not separately charged or assessed or levied on the Apartment Owners.
6. The Purchaser shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by Maintenance Agency/Association (upon formation), within the prescribed due date, failing which the Purchaser shall pay interest at the same rate prescribed in the Rules for delayed payments, for the period of delay, computed from the date the payment became due till the date of payment, to the Maintenance Agency/Association (upon formation), as the case may be. The liability to pay interest shall be without prejudice to the right of the Maintenance Agency under Clause 8 below. The Purchaser also admits and accepts that apart from the above, there shall be a charge over the said Apartment Unit in respect of all outstanding dues of the Purchaser including on account of Maintenance Charges, Electricity Charges, Corporation taxes, Common Expenses and/or other amounts payable by the Purchaser and such charge may be enforced by the Maintenance Agency/Association and in any event the Purchaser shall not be entitled to sell, transfer,

lease out, grant tenancy or otherwise deal with or dispose off the said Apartment Unit until all such outstanding dues are paid in full along with interest thereon and no due certificate is obtained from the Maintenance Agency/Association. In case of breach of this condition, besides other legal consequences and remedies, the Maintenance Agency/Association shall be entitled to recover the same from the transferee/occupant.

7. Apportionment of any liability of the Purchaser in respect of any item of expense, taxes, dues, levies or outgoings payable by the Purchaser shall be done by the Maintenance Agency/Association pursuant to this Deed or otherwise shall be Proportionate.
8. The Maintenance Charges payable by the Purchaser with effect from the Date of Commencement of Liabilities, shall be payable on a monthly basis on the basis of the bills to be raised by Maintenance Agency/Association (upon formation), such bills being conclusive proof of the liability of the Purchaser in respect thereof. The Maintenance Charges shall be decided by the Promoter from time to time subject to a minimum of Rs. ___/- per square feet of super built-up area per month for the said Apartment Unit together with applicable Goods and Services Tax. The Maintenance Agency/Association shall be entitled to revise and increase the Maintenance Charges from time to time and the Purchaser shall not be entitled to object thereto.
9. The Purchaser also admits and accepts that the Maintenance Agency shall be entitled to withdraw, withhold, disconnect or stop all services, facilities and utilities to the Purchaser and/or the said Apartment Unit including water supply, electricity, user of lift etc., in case of default in timely payment of the Block Maintenance Charges, Project Maintenance Charges, Electricity Charges, Municipal Corporation Taxes, Common Expenses and/or other payments by the Purchaser after giving _____ days' notice in writing.
9. The Purchaser shall co-operate with the other Apartment Owners, and the Maintenance Agency in the management and maintenance of the Project and shall observe and comply with such covenants as be deemed reasonable by Transferors and/or the Maintenance Agency for the Common Purposes.
10. All rights and entitlements of the Maintenance Agency shall be the rights and entitlements of the Promoter until the Association is formed and starts functioning effectively and till that time the Promoter shall maintain the Buildings and collect all funds, deposits, charges and expenses including the Maintenance Charges, Common Expenses, Deposits/Advances for Fund, Deposits/Advances for Maintenance Charges and Deposits/Advances for Municipal Corporation Taxes.

Part - III

[Association]

1. After handing over possession of all the apartment units in the Buildings, the Promoter, shall take steps for formation of the Association in consultation with all the Apartment Owners for the maintenance and management of the Project Common Areas described in Schedule-E, the Buildings and other areas at the Project. The maintenance of the Buildings shall be made over to the Association by the Maintenance Agency and upon such making over, the Association shall be responsible for the maintenance of the Buildings and the Project. The Maintenance Agency shall make payment of the expenses relating to the period prior to the handing over of maintenance to the Association. The Maintenance Agency shall hand over all deposits lying with it after deduction/ adjustment of all dues, to the Association for smooth running. Such Association may be an association, syndicate, committee, body, society, company or an entity as the Promoter may decide. The Purchaser shall, within _____ days from receiving a request from the Promoter, become a member of the Association formed or to be formed at the instance of the Promoter.

2. All papers and documents relating to the formation of the Association shall be prepared and finalised by, Solicitor & Advocates of the Promoter and the Purchaser hereby consents to accept and sign the same and to assist the Promoter in all respects in formation of the Association.
3. The employees of the Maintenance Agency for the Common Purposes such as watchmen, security staff, caretaker, liftmen, sweepers etc. shall be employed and/or absorbed in the employment of the Association with continuity of service on the same terms and conditions of employment subsisting with the Maintenance Agency and the Purchaser hereby consents to the same and shall not be entitled to raise any objection thereto. After handing over of maintenance to the Association, all subsequent employment shall be done by the Association.
4. The rules and regulations of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained in the Agreement and/or in this Deed and/or in the several Deeds of Conveyance that may be executed in respect of the different apartments of the Project and such provisions and covenants shall, in any event, have an overriding effect and any contrary rules, regulations and/or amendments of the Association shall be void ab initio.
5. Notwithstanding anything contained elsewhere herein, the Purchaser and all Apartment Owners shall bear and contribute / pay all proportionate costs and expenses for formation, including professional charges, and the functioning and upkeep of the Association, as determined by the Association, without any demur or delay.
6. Any association of whatsoever nature or nomenclature formed by any of the Apartment Owners without the participation of all Apartment Owners shall not be entitled to be recognised by the Promoter and shall not have any right to represent the Apartment Owners or to raise any issue relating to the Buildings or the Project.
7. The Association, when formed, shall be owned and controlled by the Apartment Owners proportionately and all its decisions shall be by majority of votes according to proportionate interest, and not number of members. The Apartment Owners (including the Purchaser) may amend and/or modify the rules and regulations of the Association by three-fourths majority subject to the condition that no amendment or modification shall be valid if it is contrary to or in violation of any of the terms and conditions contained in the several Agreements for Sale of apartment units and the Deeds of Conveyance executed by the Promoter in favour of the Apartment Owners.
8. After the maintenance of the Buildings are made over by the Maintenance Agency to the Association, the Association may either manage the maintenance of the Buildings on its own or through any other third party or agency who shall carry out its duties in accordance with the terms and conditions contained in the several Deeds of Conveyance executed by the Promoter in favour of the Apartment Owners.
9. All the Apartment Owners may unanimously change, alter, add to, amend or modify the Rules and Regulations of the Association and frame such other rules, regulations and/or bye-laws for the Common Purposes, the quiet and peaceful enjoyment of the Units by the respective Apartment Owners or for the mutual benefit of the Apartment Owners subject to the condition that no change, alteration, addition, amendment or modification shall be valid if it is contrary to or in violation of any of the terms and conditions contained in the several Agreement for Sale and/or the Deeds of Conveyance executed by the Promoter in favour of the Apartment Owners.
10. The copies of title deeds relating exclusively to the said Land along with related documents shall be handed over by the Transferors to the Association within 3 (three) months of handing over of maintenance of the said Land to the Association.

11. After the maintenance of the said Land is made over to the Association, the Association may either manage the maintenance of the Project on its own or through any other third party or agency who shall carry out its duties in accordance with the terms and conditions contained in the several Deeds of Conveyance executed by the Transferors in favour of the Apartment Owners.
12. The Association shall, upon its formation, be entitled to all the rights with regard to the Common Areas and Facilities/Common Purposes.
13. From the date of offering the handing over of maintenance to the Association, the Transferors shall not have any responsibility whatsoever regarding the Buildings and the said Land and/or any maintenance, security, safety or operations including relating to fire fighting equipment and fire safety measures, generator operations, electrical equipment, the Car Parking System, meters and connection, etc and/or for any statutory compliances, permissions and licenses regarding the said Land and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Apartment Owners including the Purchaser and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses.
14. The Apartment Owners including the Purchaser and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including generator license, fire licence, etc. and the Transferors shall sign necessary papers upon being requested by them in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of offering the handing over of maintenance, the Owners, the Promoter and/or its directors, employees or agents shall have any liability or responsibility whatsoever under any circumstance and the same shall be the sole liability and responsibility of the Apartment Owners including the Purchaser herein and/or the Association.
15. The Purchaser shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all costs and expenses relating to the Car Parking System (including its maintenance, operation, repair, replacement, renovation, insurance etc.) proportionately irrespective of whether the Purchaser has facility of parking thereat as also such costs and expenses may be charged from the Purchaser as part of the Maintenance Charges or proportionate Common Expenses or separately as the Maintenance Agency may deem fit and proper.

Part –IV

[Mutation, taxes and impositions]

1. The Purchaser shall apply for and obtain within _____ months from the date thereof, mutation, separation and/or apportionment of the said Apartment Unit in his own name without in any way making or keeping the Promoter liable and/or responsible in this regard on any account whatsoever. The Promoter shall fully co-operate with the Purchaser in this regard and shall sign all necessary papers including no objection, consent etc., if and when required.
2. In case of default, the Promoter or the Maintenance Agency, as the case may be, will be entitled to get the said Apartment Unit mutated and apportioned in the name of the Purchaser and in such an event be further entitled to recover all costs, charges and expenses, including professional fees therefor from the Purchaser. All such amounts shall be paid and/or be payable by the Purchaser within ____ days of being called upon to do so. In the event of failure to do so, the Purchaser shall be liable to pay interest on the unpaid amount at the rate of _____ per cent per annum with quarterly rests.

3. Until such time as the said Apartment Unit be separately assessed and/or mutated, all rates, taxes, outgoings and/or impositions levied on the said Land/Project (Impositions) shall be proportionately borne by the Purchaser.
4. Besides the amount of the Impositions, the Purchaser shall also be liable to pay the penalty, interest, costs, charges and expenses for and in respect of all or any of such taxes or Impositions (**Penalties**), proportionately or wholly, as the case maybe.
5. The liability of payment by the Purchaser of Impositions and Penalties in respect of the said Apartment Unit would accrue with effect from Date of Commencement of Liabilities.
6. The Maintenance Agency shall be at liberty to pay such sums from time to time as it may deem fit and proper towards the Impositions or Penalties and recover the share of the Purchaser thereof from the Purchaser.

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

SIGNED AND DELIVERED by the OWNERS
at _____ in the presence of:

SIGNED AND DELIVERED by the
PROMOTER at _____ in the
presence of:

SIGNED AND DELIVERED by the
PURCHASER(S) at _____ in the
presence of:

RECEIPT AND MEMO OF CONSIDERATION:

RECEIVED from the within-named Purchaser the within-mentioned sum of Rs. _____ /- (In Words) being the consideration in full payable under these presents as per memo written hereinbelow:-

MEMO OF CONSIDERATION

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

(Rupees _____ only)