

CONVEYANCE

This Conveyance executed on this ____ (Date) day of ____ (Month), 202__

-: BY & BETWEEN :-

SL. No.	Owner Name	PAN
1.	Aashirbad Realcon Private Limited	AAOCA4192Q
2.	Aswise Properties Private Limited	AAOCA3972C
3.	Wavepool Developers Private Limited	AABCW8316R
4.	Primestar Real Estate Private Limited	AAICP6559J
5.	Happyshop Construction Private Limited	AADCH8956L
6.	Quickheal Projects Private Limited	AAACQ4258M
7.	Maxshine Developers Private Limited	AAKCM3248D
8.	Welldream Developers Private Limited	AABCW8139Q
9.	Maxleen Developers Private Limited	AAKCM3870F
10.	Blue Doors Realty Private Limited	AAHCB0823G
11.	Brightline Developers Private Limited	AAJCB8937D
12.	Floorable Construction Private Limited	AADCF0066D
13.	Jaikrishna Realcon Private Limited	AADCJ7379P
14.	Mansland Real Estate Private Limited	AAKCM8290M
15.	Maxrise Realtors Private Limited	AAKCM3934A
16.	Mayabreast Projects Private Limited	AAKCM3869L
17.	Dream Park Infrastructure Private Limited	AAFCD7344G
18.	Nanomyte Construction Private Limited	AAHCN6163F
19.	Rupman Real Estates Private Limited	AAHCR7951B
20.	Nanomyte Realestates Private Limited	AAHCN6127K
21.	Opendoors Construction Private Limited	AACCO4379F
22.	Rshivansh Infracon Private Limited	AAHCR7907H
23.	Sandpiper Realestate Private Limited	ABGCS1731E

All are the company within the meaning of the Companies Act, 2013, having their registered office at Nu Mans Park, Daulatpur, Post Office- Pailan, Police Station- Bishnupur, District- South 24 Parganas, West Bengal-700104, hereafter collectively called the "**First Owners**", which expression shall, unless excluded by the subject or context, include their respective successors-in-interest and/or assigns, and represented by their constituted attorney **DTC Projects Private Limited** through Mr. Ravi Khaitan, duly authorised by the Power of Attorney dated 14th May 2024, registered with the Additional Registrar of Assurances-IV, Kolkata in Book No I, Volume No.1904-2024, Pages 395518 to 395543, being No. 190406897 for the year 2024 through their Authorised Signatory Mr. Sanjit Mondal, (PAN- AAGCA9770N), son of Mr. Sudhir Kumar Mondal, by faith Hindu, residing at Nasarpara, Daulatpur (Ct), Pailanhat, Bishnupur-I, South 24 Parganas, West Bengal-700104.

-AND-

SL. No.	Owner Name	PAN
1.	Panchwati Infracon Private Limited	AAGCP9164M
2.	Linton Towers Private Limited	AACCL3830A
3.	Sagam Devcon Private Limited	AASCS4634D
4.	Queen Dealers Private Limited	AAACQ2316G
5.	Zaljog Complex Private Limited	AAACZ6297R
6.	Winsher Realtors Private Limited	AABCW3217B
7.	Topmost Complex Private Limited	AAECT4834A
8.	Shivpariwar Developers Private Limited	AASCS3728A
9.	Motilal Hirise Private Limited	AAICM3109P
10.	Thistle Complex Private Limited	AAFCT6024M
11.	Linkplan Properties Private Limited	AACCL3865B
12.	Lucky Hirise Private Limited	AACCL3905A
13.	Mangalmayee Realtors Private Limited	AAICM3243L

All are the company within the meaning of the Companies Act, 2013, having their registered office at Diamond Harbour Road, Post Office- Joka, Police Station- Bishnupur, District- South 24 Parganas, West Bengal-700104 hereafter collectively called the "**Second Owners**", which expression shall, unless excluded by the subject or context, include their respective successors-in-interest and/or assigns, and represented by their constituted attorney **DTC Projects Private Limited** through Mr. Ravi Khaitan, duly authorised by the Power of Attorney dated 9th July 2024, registered with the Additional Registrar of Assurances-IV, Kolkata in Book No I, Volume No.1904-2024, Pages 561564 to 5615886, being No. 190409976 for the year 2024 through their Authorised Signatory Mr. Jitendra Kumar Singh, (PAN- ENOPS1448K), son of Late Ramchabila Singh, residing at 2 No. Dashinpara, 3rd Lane, P.O. Morepukur P.S. Rishra, Hooghly-712250.

Both the above "**First Owners**" and "**Second Owners**" shall hereafter collectively be referred to as the "**Land Owners**"(which term or expression shall, unless repugnant to or inconstant with the context or meaning thereof, be deemed to mean and include their respective successors-in-interest and permitted assigns) of the **First Part**.

- A N D -

DTC Projects Private Limited, [PAN AAECs1016K], a company within the meaning of the Companies Act, 1956 and having its registered office at 1, Netaji Subhas Road, Kolkata – 700 001, represented by **Mr. Jitendra Kumar Singh**, [PAN ENOPS1448K] son of Late Ramchabila Singh by faith Hindu, by occupation Service, working for gain at 1, Netaji Subhas Road, Kolkata-700001, hereinafter referred to as the '**Promoter**' (which term or expression shall, unless repugnant to or inconstant with the context or meaning thereof,

be deemed to mean and include their respective successors-in-interest and permitted assigns) of the **Second Part**;

- A N D -

Mr., son of Mr., (PAN, Aadhar No.& Mobile No.) by faith Hindu, by occupation and **Mrs.**, wife of Mr., (PAN, Aadhar No. & Mobile No.) by faith Hindu, by occupation both residing at, P.O. -, P.S - hereafter collectively called the "Allottees", (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her/their respective heirs, executors, administrators, successors-in-interest and permitted assigns) of the **Third Part**.

The **Land Owners**, the **Promoter** and the **Allottee/s** shall hereafter collectively be referred to as the "**Parties**" and individually as a "**Party**" and the Allottee has been referred to herein in singular number and neuter gender.

WHEREAS:

- A.** Irrespective of the number of the Allottees and irrespective of their gender, they have been referred to herein in singular number and in neutral gender.
- B.** The Land Owners and the Promoter own the plots of land more fully described in **Schedule-A** hereunder written and hereinafter referred to as the "**Said Land**".
- C.** A Joint Development Agreement dated 14th May, 2024, registered with the ARA-IV, Kolkata in Book No.I, Volume No. 1904-2024, Pages from 395198 to 395272, Being No. 190406888 for the year 2024, between the First Owners and the Promoter for the development of the First Owners' Land under such terms and conditions as stipulated therein.
- D.** By a Power of Attorney dated 14th May, 2024, registered with the Additional Registrar of Assurances -IV, Kolkata, in Book No. I, Volume No 1904-2024, Pages 395518 to 395543, Being No. 190406897 for the year 2024, the First Owners had granted the Promoter the necessary powers

required for developing the First Owners' Land. A Joint Development Agreement dated 9th July, 2024, registered with the ARA-IV, Kolkata in Book No.I, Volume No. 1904-2024, Pages from 560744 to 560813, Being No. 190409968 for the year 2024, between the Second Owners and the Promoter for the development of the Second Owners' Land under such terms and conditions as stipulated therein.

- E.** By a Power of Attorney dated 9th July, 2024, registered with the Additional Registrar of Assurances -IV, Kolkata, in Book No. I, Volume No 1904-2024, Pages 561564 to 561586, Being No. 190409976 for the year 2024, the First Owners had granted the Promoter the necessary powers required for developing the Second Owners' Land.
- F.** The Land Owners and the Promoter are developing the Said Land more fully described in the **Schedule-A** hereunder written in the following manner:
- (i) It will be a gated complex named " _____ ", hereinafter referred to as the "**Complex/Project**".
 - (ii) That upon completion of the Complex/Project the Unit owners and occupiers of all the Complex will be entitled to use and enjoy the common portions of the Project and the common portions are hereinafter referred to as the "**Project Common Portions**".
 - (iii) Upon completion of all the Project an association will be formed, hereinafter called the "**Project Association**", who will then manage and maintain the Project Common Portions.
 - (iv) There will be a club, hereinafter the "**Club**", in the Complex for the recreational activities for only the owners and occupiers of the Units in the Complex which will be part of the Project Common Portions.
- G.** The Developer had the plan for construction the Complex, to be constructed on the Said Land described in **Schedule-A** duly sanctioned by the Zilla Parishad, 24-Parganas (South), 24-Parganas (South), hereinafter called the "**Sanctioning Authority**". The said project was duly registered under the RERA Act, 2016, hereinafter referred to as the "**Said Act**", being Registration No., dated
- H.** Thereafter, by an Agreement for Sale, the details whereof are mentioned in **Schedule-C** and which is hereinafter referred to as the "**Sale Agreement**", the Allottee had agreed to purchase and the Land Owners and the Promoter had agreed to sell the Unit and such other rights appurtenant thereto as more fully described in **Schedule-D** hereto and hereinafter referred to as the "**Said Unit**", at and for the price mentioned in **Schedule-E**, hereinafter referred to as the "**Total Price**", and such other terms and conditions as mentioned in the Sale Agreement. The Project Common Portions are detailed in **Schedule-B**.

- I. The Completion Certificate in respect of the Said Project has been granted by the Zilla Parishad, South 24 Parganas, West Bengal on
- J. The Promoter had thereafter caused the carpet area of the Said Unit to be measured whereupon the same was found to be the same as mentioned in the Sale Agreement and the amount for which the Said Unit is now being sold by the Land owner to the Allottee is the Total Price and is again mentioned in **Schedule-F** and hereinafter referred to as the "**Said Consideration**".
- K. The Allottee was duly informed of having obtained the Completion Certificate and offered to take possession of its Unit. Inasmuch as the Allottee is required to take possession of its Unit within two months from the date of the Completion Certificate, the Allottee shall be deemed to have taken possession of its Unit for all purposes on[Date]....., hereinafter referred to as the "**Possession Date**".
- L. In pursuance of the above, this Deed of Conveyance is now being executed by the Land Owners and the Promoter in favour of the Allottee to give effect to the transfer by way of sale of the Said Unit.

NOW THIS DEED WITNESSES as follows:

- I. **Sale:** In pursuance of the Sale Agreement and in consideration of the Allottee having paid the entirety of the Said Consideration, alongwith the sinking fund and the maintenance charge payable, which is mentioned in **Schedule-F, G & H** and agreeing to observe and perform all the terms and conditions herein mentioned, the Land Owners and the Promoter do hereby sell, grant, convey and transfer **ALL THAT** the Said Unit more fully described in **Schedule-D** hereto **AND** the pro-rata share of the Project Common Portions, to be used by the Allottee in common with the Allottees and/or occupiers of all the Units of the Said Project together with all easements, rights and appurtenances belonging thereto **AND TO HAVE AND HOLD** the Said Unit absolutely and forever as its exclusive owner free from all encumbrances, *subject however* to the Allottee observing and performing all its specific covenants, stipulations, restrictions and/or obligations mentioned herein which shall be covenants running with the Said Unit in perpetuity.
- II. **Acceptance and Acknowledgement:** The Allottee doth hereby, agree, accept, confirm and covenant with each of the Land Owners and the Promoter as follows:
 - (a) **Inspection of Plan, Fixtures, Fittings:** The Allottee has, *inter alia*, inspected, perused and/or verified:
 - (1) All the documents relating to the title of the owners to the Said Land.

- (2) All the documents i.e. Development Agreements, relating to the right of the Promoter to execute the Said Project.
 - (3) The plan of the Unit of the Allottee as sanctioned by the Sanctioning Authority.
 - (4) The construction and workmanship of the Unit of the Allottee and the condition and description of all the fixtures and fittings installed and/or provided therein and also as to the amenities and facilities appertaining to the Said Unit.
 - (5) The measurement of the Carpet Area of the Unit of the Allottee.
- (b) Satisfaction:** The Allottee hereby declares that he/she/they is/are fully satisfied with all the above and shall never raise any objection with regard to any of the above.
- (c) Project Common Portions:** In case the Land Owners add any Further Lands to be part and parcel of the Complex, the Allottee shall allow unhindered access to the Promoter and their men, servants and agents over and/or through the Project Common Portions for the constructional works thereon and, after completion thereof, the common portions of such additional areas will form part of the Project Common Portions and the existing Unit owners and/or occupiers of the Complex as also those of the Further Lands, will use and enjoy such enlarged Project Common Portions in common with each other.
- (d) Limited Common Areas & Facilities:** In the event the Promoter reserve and allot any part or portion of the Project Common Portions for the Allottee of any Unit in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972, the Allottee shall not raise any objection thereto.
- (e) Possession:** At or before execution hereof, the Allottee has been handed over actual physical possession of the Said Unit.

III. Association:

- (a) The Promoter shall cause an association of the Allottees of the Units of the Said Project to be formed, hereinafter called the "**Project Association**". All Unit owners of the Said Project, including the Allottee, shall compulsorily become members of the Project Association as and when the same is formed.
- (b) The Project Association shall ultimately be in charge of and be responsible for the management and maintenance, including the upkeep, hereinafter referred to as the "**Maintenance**", of the Project Common Portions.

- (c) The concerned Association may execute the Maintenance by itself and/or by engaging one or more agencies, hereinafter referred to as the "**Other Agencies**".
- (d) In case the land Owners and the Promoter add any Further Lands to be part and parcel of the Complex, similar associations may be formed for the completed constructed Project of such Further Land and in such case these associations will also become part of the Project Association. Upon completion of construction of any Phase on the Further Lands, its common portions shall be immediately added in the Project Common Portions and the owners of the Units of such portion will be inducted in the Project Association.
- (e) The Allottee(s) shall be entitled to use such Shared Common Facilities, subject to the rules, regulations / guidelines framed by the Promoter and / or the Association (to be formed) as the case may be and the Allottee is aware that the Shared Common Infrastructure shall not form part of the Project Land and shall not form part of the Declaration required under the West Bengal Apartment Ownership Act as and when Association in respect of the Project is being made. The Allottee(s) hereby confirms and acknowledges that the Shared Common Infrastructure shall be managed/controlled by the Owners, and Promoter and shall be transferred to the Project Association.
- (f) In respect of the Project Association the Allottee shall:
- (1) Accept, without any objection of any nature whatsoever, the rules and regulations of the Association hereinafter called the "**Association Rules**".
 - (2) Diligently observe, perform and abide by all the Association Rules.
 - (3) Co-operate with the concerned Association and its other members in all activities.
 - (4) Pay all the charges, costs and/or fees as may be levied by the Association for the Maintenance, hereinafter referred to as the "**Maintenance Charge**", that will be levied upon the Allottee from time to time, at the rates and within the due dates for payment as be fixed by the Association.
 - (5) Bear and pay pro rata share of any legal, statutory and/or incidental costs that the concerned Association may have to bear for any part or portion of the Complex.
- (g) The Allottee shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the

Allottees shall be liable to pay interest @2% per mensem on the due amounts and if such default shall continue for a period of three months then and in that event the Allottee shall not be entitled to avail of any of the facilities, amenities and utilities provided in the "Said Project" and the Promoter/Association as the case may be, shall be entitled to take the following measures and the Allottee hereby consents to the same:

i) to discontinue the supply of electricity to the "Said Unit".

ii) to disconnect the water supply.

iii) to discontinue the facility of DG Power back-up.

iv) to discontinue the usage of all amenities and facilities provided in the said project to the Allottee and his/her/their family members/guests.

v) the Promoter / Association as the case may be shall be having lien on the "Said Unit" for such unpaid amount of Maintenance Charges.

(h) The above said discontinuation of some services and facilities shall not be restored until such time the Allottee has made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Promoter/Association to realize the due amount from the Allottee.

IV. Club: The Club shall be a part of the Project Common Portions. The Promoter will initially manage it by itself or through its nominee or nominees, which can be an agency having knowledge, competency and expertise in running a Club. The Promoter will hand over the management of the Club to the Project Association upon completion of the Project or sooner as may be best in the interest of the Club. All the Allottees of Units of the Complex will be members of the Club. All Allottees may request for additional membership to the Club for the occupants of their Units, which may be permitted by the Promoter or the concerned Association on such terms and conditions as the Promoter or the concerned Association may deem fit and proper, which will, inter alia, be as under:

(a) If the Allottee is a Body Corporate or a Partnership firm or a HUF or an LLP or any other Association of Persons, it will be required to nominate the occupier of the Unit as the member of the Club.

(b) If the members bring guests to use the Club facilities, they will be required to pay guest charges and this will be governed by the rules and regulations of the Club.

(c) Some of the facilities at the Club shall be available to the members, subject to payment of only the Monthly Subscription, while other

facilities will be available on "pay and use" basis over and above the Monthly Subscription.

- (d) Detailed terms and conditions of the Club membership, different charges and rules and regulations governing the usage of the Club will be formulated in due course and circulated to all the members and the same will be binding on all the members, including Additional Members.
- (e) The Allottee hereby accepts that all the facilities of the Club may not be ready or operational for use as on the Possession Date and that as soon as any of the Club facilities becomes operational, use thereof shall immediately be made available to the Allottee.
- (f) If the Said Unit is transferred, the Allottee's membership of the Club will automatically stand transferred to its transferee and the Allottee's membership and those of its additional members, if any, will automatically stand cancelled.

V. Maintenance of the Common Portions: The Developer shall carry out the Maintenance till such time the Project Association is formed and it may do so either directly or by engaging one or more Other Agencies. After the formation of the Project Association, the Developer shall hand over the Maintenance to it. In case the Developer has been carrying on the Maintenance, or any part or portion thereof, through one or more Other Agencies, such Other Agencies shall automatically come under the Project Association. Upon formation of the Project Association, it will take over the Maintenance and the Other Agencies shall also come under it.

VI. Maintenance Charge: The Allottee shall pay the Maintenance Charge from the Possession Date. The rate of the Maintenance Charge at any given point of time will be fixed on the then prevailing market prices, costs and/or rates. The Maintenance Charge and all other charges that the Allottee will be required to pay will be calculated on the Super Built-Up Area of the Unit of the Allottee mentioned in **Schedule-D**. In case the Allottee defaults in making any payment to the Developer or the Project Association, as the case may be, within the time stipulated to make such payment, hereinafter referred to as the "**Default Amount**", the Developer or the Project Association, as the case may be, shall be entitled to withhold all or any of the utilities, facilities and/or services to the Allottee, including utilization of the Club, till the entire Default Amount and the interest thereon is paid. The Developer or the Project Association, as the case may be, shall further be entitled to charge interest on the Default Amount or the unpaid part or portion thereof, @ 2% (two per cent) per month, compoundable monthly, till the Default Amount including damages suffered or costs incurred due to delay in making payment of the Default Amount or for realisation of the Default Amount is fully paid.

VII. Manner of Maintenance: Till such time the Developer is in charge of the Maintenance, the Allottee shall abide by such Rules and Bye Laws as be framed by the Developer for Maintenance of the Project Common Portions and the Club, if completed, with such restrictions as be necessary and deemed fit by the Developer.

VIII. Maintenance Security Deposit: To secure the payment of the Maintenance Charge, at or before execution hereof, the Allottee has deposited the amount mentioned in **Schedule-G** being Rs. ___ per Square Feet of the Super Built Up Area of the Unit of the Allottee for ___ (___) months hereinafter referred to as the "**Maintenance Security Deposit**". In case the Allottee defaults to timely pay any payment whatsoever to be made by it to the Developer or the Project Association, as the case may be:

- (a) The Developer or the Project Association, as the case may be, shall be entitled to utilise such part or portion of the Maintenance Deposit to adjust any recoverable dues from the Allottee.
- (b) In the event, any part or portion of the Maintenance Deposit has to be utilised by the Developer or the Project Association, as the case may be, the Allottee shall be bound to replenish the withdrawn amount within the time as demanded by the Developer or the Project Association, as the case may be.
- (c) As and when the Maintenance Charge is increased, the Allottee shall be asked to pay such further sum towards the Maintenance Security Deposit so that at all material times it is equal to ___ (___) months Maintenance Charge for the Unit of the Allottee.
- (d) The Developer shall transfer/hand over the Maintenance Security Deposit without any interest, after adjustment/recovery of any dues if any, to the Phase Association at the time of handing over the Maintenance to it.

IX. Sinking Fund: For creation of a maintenance corpus for major repairs, renovation and/or reconstruction of any part or portion of the Project Common Portions, and/or for similar other eventualities, hereinafter referred to as the "**Sinking Fund**", at or before execution hereof the Allottee has deposited the amount mentioned in **Schedule-H** being Rs. ___ per Square Feet of the Super Built Up Area of the Unit of the Allottee for ___ (___) months. The amount received as Sinking Fund, will be handed over without any interest to the Project Association upon its formation after deducting therefrom the expenses, if any, incurred by the Developer on account of any repairs, renovation and/or reconstruction of any part or portion of the Project Common Portions. The Project Association may ask the Allottee, along with all the other owners of the Units, to pay such further sums, calculated on the Super Built-Up areas of their Units,

towards the Sinking Fund if in its opinion the deposit in it should be increased.

X. Right to enter the Unit for repairs: The Developer or the Project Association, as the case may be, shall have the unrestricted access rights to all the Common Portions for providing necessary maintenance services. For providing Maintenance to the Project Common Portions and to set right any defect in any portion thereof or any of the other Units, the Allottee agrees to permit the Developer or the Project Association, as the case may be, to enter into the Unit of the Allottee or any part thereof, after due notice but during the normal working hours, unless the circumstances warrant otherwise.

XI. Compliance with respect to the Unit: After taking possession of its Unit, the Allottee shall:

- (a) Be solely responsible at its own costs and expenses to maintain its Unit and keep it in good repairs and condition and shall not do or suffer to be done anything therein or in the Said Project or any part or portion thereof which may be in violation of any laws or rules of any authority.
- (b) Not make any changes or any additions or alterations to its Unit and keep, its walls and partitions, electrical fittings, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition to ensure that the support, shelter etc. of the Said Project is not in any manner whatsoever damaged or jeopardised.
- (c) Not remove any wall, including the outer and load bearing walls of its Unit.
- (d) Not separate, divide or partition its Unit in any manner whatsoever.
- (e) Not put any sign board/name plate, neon light, publicity material or advertisement material etc. on any part or portion of the Said Unit or anywhere within the Project Common Portions.
- (f) Not change the colour scheme of the outer walls or paintings of any portion of the Said Unit or the windows or carry out any change whatsoever in the design of the Unit of the Allottee.
- (g) Not store any hazardous or combustible goods in its Unit or place any heavy material in its Unit or anywhere in the common portion of the Said Project.
- (h) Plan and have the electrical load in its Unit distributed in such a manner that the same is in conformity with the electrical systems installed by the Developer or the Project Association, as the case may be.

- (i) Not interfere with the façade of the Said Unit and maintain the design intent of the architect of the Said Project.
- (j) Not divide or separate nor claim division or separation of any part or portion of the Project Common Portions and use the same in common along with other occupants of the Complex without causing any inconvenience or hindrance to any of them.
- (k) Be solely responsible for any loss or damage arising out of breach of any of the aforesaid conditions.

XII. Promoter & Land Owners Covenants: The Promoter doth hereby covenant with the Allottee as follows:

- (a) Receipt:** The Promoter has received the entirety of the Said Consideration mentioned in **Schedule-F** for selling the Said Unit to the Allottee and the Promoter do hereby jointly and severally and by the Memorandum of Consideration below confirm, admit and acknowledge the receipt thereof and do hereby along with the Land Owners further release and relinquish all their respective rights, title and/or interests in the Said Unit in favour of the Allottee.
- (b) Title:** The Land Owners and the Promoter have good right, full power and absolute authority to sell, transfer and convey the Said Unit.
- (c) Same Terms:** The Land Owners and the Promoter shall sell all the Units in the Complex with the same covenants and stipulations as herein contained which covenants will run in perpetuity with all the Units of the Said Project, to be observed and performed by their respective owners.
- (d) Defect Liability:** In the event of any structural defect or any other defect in the workmanship, quality or provision of services or any other obligations of the Promoter as per the Sale Agreement is brought to the notice of the Promoter within a period of 5 (five) years from the Possession Date, the Promoter will rectify such defects without further charge *provided however*, neither of them shall not be held liable or responsible for any defects and to rectify the same in any of the following circumstances:
 - (1) If the Allottee has made any changes, modifications and/or alterations in the internal plumbing pipes and/or any fittings and/or fixtures, or the walls and/or the floor tiles of its Unit, then any defect in waterproofing, cracks in the plumbing pipes, and/or fittings and/or fixtures, the development of which can be directly or indirectly attributable to the changes so made including but not limited to any damage done during such interior work.

- (2) If the Allottee has made any changes, modifications and/or alterations in the electrical lines then any defect in the electrical lines that can, directly or indirectly, be attributable to the changes, modifications and/or alterations so made including but not limited to the damage to the concealed electrical wiring during interior work.
- (3) If the Allottee has made any changes, modifications and/or alterations to any of the doors, their fittings, and/or other related items of its Unit, then any defect of such door, including its lock or locking system or alignments or any other related defects, that can be attributable directly or indirectly to the changes, modifications and/or alterations so made.
- (4) If the Allottee has made any changes, modifications and/or alterations to any of the windows, their fittings and/or other related items of its Unit, then any defect of such window, its locks or alignment, or seepage from such a window or any other related defects which can be attributable directly or indirectly due to such changes, modifications and/or alterations.
- (5) If the Allottee has made any changes, modifications and/or alterations in its Unit during execution of the interior decorations or fit-outs of its Unit then defects like damp, hair line cracks, breakage of the floor tiles or other defects that can be attributable, directly or indirectly, to be in consequence of such alterations and/or changes.
- (6) If the damages are to any glass pane of the windows and/or louvers and/or any defects of the doors and/or windows, including without limitation their fittings like locks or locking systems or alignments, which can be attributed to have been caused due to any external impact or forces, other than the forces required to normally operate such doors and/or windows, or if cracks develop between the door frame and the wall due to impacts caused due to improper handling or external impact or forces.
- (7) If there are scratches or damages to the floor or wall tiles due to wear and tear or direct or indirect impact on the floor or the wall tiles.
- (8) If the waste pipes or waste lines from the basins or floor traps get choked due to accumulation of garbage or dust or otherwise due to improper usage or maintenance.
- (9) If the damage is of a nature attributable to installation of air-conditioners, whether indoor or outdoor units, directly or indirectly.
- (10) Damages in pipelines or electrical lines during installation of any furniture or fixtures or any electrical installations or any other household equipments due to improper drilling or otherwise, whether directly or indirectly.

- (11) Any changes, modifications and/or alterations made in the openable/non-openable/balcony MS grills or the grills that are required to be maintained properly and are not done so.
- (12) Damages caused due to non-maintenance of such things or items or fittings or fixtures which require regular maintenance and which gets damaged due to such non-maintenance.
- (13) Normal cracks developing on the joints of brick walls and/or RCC beams and/or columns due to different coefficient of expansion and contraction of materials.
- (14) If the defect in the materials, fittings, equipments, and/or fixtures provided are owing to any manufacturing defect or for not proper maintenance thereof or changes made by the Allottee is not in the manner in which the same are required to be maintained or changed, as the case may.
- (15) If the defect is certified by the Architects or the concerned structural engineers for the Said Project to be not manufacturing defects and/or not arising due to bad workmanship and/or not due to bad quality of materials used.
- (16) The Promoter will not be liable to rectify any defect in the private garden area of the Unit.
- (17) If the Allottee has used its Unit for any purposes other than residential.

Provided further that notwithstanding anything contained hereinabove, in case the Allottee alters the state and/or condition of the area of the purported defect without first notifying the Promoter and without giving the Promoter the opportunity to inspect, assess and/or determine the nature of the purported defect complained of, the Promoter shall not be responsible for such Defect Liability.

XIII. Allottee's Covenants: The Allottee do hereby agree, accept and covenant with each of the Land Owners and the Promoter as follows:

- (a) **Objection:** The Allottee shall not ever hereinafter raise any objection and/or complaint whatsoever regarding without limitation about the designs, layout, accommodation, specifications, fittings and fixtures in the Said Unit or any part or portion thereof, the amenities, utilities and/or facilities provided therein or the Project Common Portions, or the carpet area of its Unit.

- (b) Apportionment:** The Allottee shall not question any apportionment of the Maintenance Charge or any other expense or matter on the basis of the Super Built-Up Area of its Unit.
- (c) Completion of the Complex:** The Allottee has fully comprehended and is aware that further constructional works will have to be carried on for the other Phases and on the Further Lands, if any, and for that purpose, while such construction will be in progress, the Allottee shall not raise any objection of any nature or kind whatsoever.
- (d) Permission for further Construction:** The Allottee hereby specifically grants each of the Land Owners and the Promoter the right, power and authority and consents to the Land Owners and Promoter amalgamating further areas to the Said Land and the Said Project and make further constructions in such amalgamated added areas using the FAR for the entire area, that is, the totality of the Said Land and the lands amalgamated to it and hereby declares that it shall never claim any right, title and/or interest over or in respect of any such additional constructions that the Land Owners and the Promoter or any of them, may make in the areas that will be amalgamated to the Said Land and the Allottee shall not obstruct in any manner whatsoever to such construction work by obstructing the passage of men, materials, servants and/or vehicles engaged for carrying on such construction work or by any other means whatsoever.
- (e) Parking:** The Allottee shall park his/her car or two wheeler, as the case may be and if any, at such place within as the Developer shall earmark and shall not disagree to do so or oppose the decision of the Developer in this regard or disagree to park at the place stipulated by the Developer.
- (f) Utilities:** The Allottee grants specific non-revocable authority to the Promoter and to the Project Association, as the case may be, to decide the manner and place of laying the utilities for the Complex including without limitation sewerage, electric lines, water pipes, cables and gas lines.
- (g) Purpose of Use:** The Allottee shall not use or allow to be used its Unit or any parts or portions of either of these to be used for any office, club, meeting, conference hall, school, clinic, guest house, boarding/lodging house, catering place, restaurant or other public purpose or any other non-residential purpose but use the same only for residential purposes.
- (h) Change of Internal Layout:** The Allottee shall not make any structural addition or alteration in its Unit without first obtaining due clearance/permission of the Sanctioning Authority and commence the work of such addition and/or alteration only after due intimation to the Developer or the Project Association, as the case may be.

- (i) Exterior of its Unit:** The Allottee shall not change the external façade including position of the windows, exterior side of the main gate of the unit, colour scheme of the varandah or balcony of its Unit, if there be one, nor the overall ambience of the Complex in any manner whatsoever.
- (j) Installations:** The Allottee shall not install any apparatuses including without limitation antennas, dish or otherwise, anywhere outside its Unit, including its outer walls, without the prior written permission of the Developer or the Project Association, as the case may be.
- (k) Private Garden:** The allottee may do soil filling with proper care in the private garden area of their concerned unit at their own cost and may make such plantation which will not cause nuisance to other allottees and/or the promoter. However the allottee will not be allowed to make any structural changes in the private garden area.
- (l) Installation of Air Conditioners:** The Allottee shall not install air-conditioners anywhere in its Unit except at the places earmarked therefore.
- (m) Heavy Goods:** The Allottee shall not keep any item of heavy load in its Unit which may cause structural damage to the Said Unit.
- (n) Signage of the Promoter:** The Allottee shall not in any manner whatsoever obstruct the Promoter and/or any of its agents from affixing its signage at any place in the complex, the cost of installation and the running electrical cost for which shall be borne and paid by Developer and/or its agents.
- (o) Registration Cost for Common Portions:** Although the pro rata shares of the Project Common Portions are hereby being transferred to the Allottee, upon formation of the Project Association it will be deemed that the right, title and interest to these have been transferred to that Association. However, in the event the share of the Allottee in the Project Common Portions is required to be separately transferred to the Project Association by operation of any statute, the Allottee shall be bound to pay the pro rata cost of Stamp Duty, Registration Fees and incidental cost for such registration.
- (p) Insurance Cost:** In the event any part or portion of the Complex is to be insured, the cost of premium and other expenses for such insurance shall be included in the Maintenance Charge and the Allottee shall not object to the same.
- (q) Good Repairs:** The Allottee shall keep the Unit and every part thereof and all fixtures and fittings therein properly painted and in good repairs and in a neat, clean and decent condition and use the Project Common

Portions for the purpose for which it is meant unless otherwise approved by the Developer or the Project Association, as the case may be.

- (r) Sign & Execute:** As and when called upon to do so, the Allottee shall execute and sign such forms, give such authorities and render such cooperation as may be required by any of Land Owners and the Promoter or the Project Association, as the case may be, for the common purposes and/or in the common interest of the Complex and/or in way in pursuance thereof.
- (s) Harm or Damage:** The Allottee shall not cause any harm or damage any part or portion of the Project Common Portions or any of the other Units by making any modification and/or alterations and/or withdrawing any support or otherwise.
- (t) Accumulation:** The Allottee shall not throw, nor cause or allow accumulation of any dust, rubbish or other refuse or place any article or objects in the Project Common Portions, save at the places earmarked therefore by the Developer or the Project Association.
- (u) Nuisance:** The Allottee shall not do or allow or permit to be done any act, whether of commission or omission, which may cause or likely to cause nuisance or annoyance to any of the occupiers of the Complex.
- (v) Affixing:** The Allottee shall not put up or affix any sign board, name plate or other things or other similar articles anywhere in the Project Common Portions or outside walls of the Said Unit save at the places provided or approved therefore *provided however* that the Allottee shall not be prevented from displaying a small and decent name-plate outside the main door of its Unit.
- (w) Storing:** The Allottee shall not keep, store, carry on or cause to be kept, stored or carried on any offensive, combustible, obnoxious, hazardous or dangerous articles in its Unit or anywhere in the Project Common Portions that may be injurious or obnoxious to any occupier of the Complex.
- (x) Drawing of Wires:** The Allottee shall not affix, tamper or draw any wire, cable, pipe from, to or through any part or portion of the Projects Common Portions or outside walls of the Said Unit without prior approval of the Developer or the Project Association and in the event the Allottee draws any wires directly to its Unit from outside the Said Unit, all responsibilities for any consequences therefore will solely be that of the Allottee.
- (y) Question Payment:** The Allottee shall not question the quantum of any amount levied upon it for payment by the Developer or the Project Association, as the case may be, on any account herein.

- (z) Partition:** The Allottee shall not partition, cause or allow to be partitioned its Unit for any reason whatsoever.
- (aa) Mutation:** The Allottee shall apply for and obtain at his / her own costs separate assessment and mutation of the Apartment in the records of appropriate authority within 06 (Six) months from the date of possession.
- (bb) Easements:** The Allottee shall not restrict the other occupiers of any of the other Units of the Said Project and allow each other the full and unrestricted enjoyment of the following:
- (1) The right of ingress to and egress from their respective Units to the main road.
 - (2) The right of passage of wires, cables and other equipments and utilities including connections for water, electricity, telephone, internet and all other utilities to and through the ducts and spaces specifically provided therefor in the Project Common Portions.
 - (3) Such rights, supports, easements and appurtenances as are usually held, occupied or enjoyed as part or parcel of the Units or necessary for the exclusive use or enjoyment thereof by their respective occupiers in common with each other *subject however* to the conditions contained elsewhere herein.
 - (4) The right of the owners of the other Units in the Said Project, with or without workmen, and necessary materials, to enter into all parts of the Said Project and the other Units, including that of the Allottee, for repairs at day time upon giving 48 (forty-eight) hours prior notice to the persons affected thereby *provided however* that no prior notice or timing shall be required in emergency circumstances.
- (cc) Preservation of Environment:** The Allottee for the general benefit of the environment, shall ensure that,
1. LED lighting should be used as much as possible inside the Unit to reduce the consumption and wastage of electricity.
 2. Allottee shall keep the lights, fan and other electrical appliances in switch off position, as and when not required.
 3. Allottee should prefer to buy and use the electrical appliances with maximum star rating, which consumes less energy.
 4. Allottee should try to avoid the usage of A.C during the day hours, to avoid heat generation.
 5. To reduce the water consumption, Allottee should use the foamer at the outlet of the tap.
- (dd) Ensure Abidance:** The Allottee shall ensure that all its men, servants, agents and/or visitors also strictly abide by these Covenants of the

Allottee as also the Common Rules. For this purpose, persons temporarily engaged and/or employed by the Allottee, directly or indirectly, or in any way connected to the Allottee shall be considered to be its agents and the Allottee shall be fully responsible and liable for all acts of omission or commission of all such persons as also its visitors.

XIX. Mutual Covenants: The Parties hereto shall abide all laws, rules, regulations, notifications applicable to the Said Project.

Schedule-A
[Said Land]

ALL THAT divided and demarcated piece and parcel of land containing by admeasurement an area of **336.3724 Decimal** more or less situate lying at Mouza Chak Rajumolla, comprised in R.S. & L.R. Dag Nos. 808, 811, 812, 814, 815, 816, 817, 825, 839 under L.R. Khatian Nos. _____ all lying and situate at Mouza - Chakrajumolla, J.L. No.18, within the territorial jurisdiction of Bishnupur Police Station and within the jurisdiction of the Additional District Sub-Registration Office Bishnupur, 24 Parganas (South) and within the local limits of Rasapunja Gram Panchayat and in the District of 24 Parganas (South), District South 24-Parganas and butted and bounded as follows :-

ON THE NORTH :
ON THE SOUTH :
ON THE EAST :
ON THE WEST:

Schedule-B
[Project Common Portions]

Upon completion of the Said Project, the Complex Common Portions will, interalia, have the following:

Schedule-C
[Sale Agreement Details]

The Agreement for Sale dated registered with the Additional Register of Assurances-....., Kolkata in Book No., Volume no....., Pages to, being deed no. for the year

Schedule-D
[Said Unit]

The Unit No. having carpet area of about **Square Feet** [which is equivalent to about **Square Feet** of Super Built up Area] at the project namely “_____” *together with* ___ **Nos. of** **Car Parking Space** admeasuring **Square Feet** *together with* the pro-rata share of the Project Common Portions. The Floor plan of the Unit is annexed hereto and marked as **Plan-A**.

Schedule-E
[Total Price]

The breakup of the Total Price of the Apartment is as follows:

Particulars	Rate per Square Feet	Amount (In INR)
UNIT COST		
Proportionate cost of Common Areas		
Amenities Charges		
Infrastructure Development Charges		
Total Price		

Schedule-F
[Said Consideration]

Rs./- (Rupees only).

Schedule-G
[Maintenance Security Deposit]

Rs./- (Rupees) only.

Schedule-H
[Sinking Fund]

Rs./- (Rupees) only

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Conveyance at Kolkata (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

Signature _____

Name _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Authorised Signatory of the Owners: Authorised Signatory of the Promoter:

At Kolkata on _____ in the presence of

WITNESSES:

1. Name _____

Address _____

2. Name _____

Address _____

ANNEXURES

ANNEXURE-B	Floor plan of the Said Unit.
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Memo of Consideration

The Developer confirms having received from the Allottee the entirety of the Said Consideration amount mentioned in **Schedule-F** being Rs./- (Rupees only) on behalf of itself, the First Owners, Second Owners by several drafts, pay-orders and/or direct bank transfers.