

DEED OF CONVEYANCE

THIS INDENTURE made this _____ day of _____ 2021.

BETWEEN

CHOWRINGHEE PLANNERS LLP, a Limited Liability partnership Firm, incorporated under the Limited Liability Partnership Act, 2008 (LLPIN No. AAA-6163) having its registered office at Vaibhav, 4F, 4 Lee Road, P.O. Elgin Road (LR Sarani) P. S. Bhawanipur, Kolkata - 700020 (PAN AAHFC6777B) represented by _____ hereinafter referred to as “**OWNER**” (which expression shall unless it be repugnant to the context or meaning thereof mean & include its successors in office, successors in interest, agents and assigns) of the **FIRST PART**;

AND

AMBA HIGHRISE PRIVATE LIMITED, a company within the meaning of the Companies Act, 2013 (CIN U70101WB2006PTC107536) having its registered office at 68/2, Harish Mukherjee Road, P.O. Bhowanipur, P. S. Kalighat Kolkata 700 025 (PAN AAFCA7094L) represented by _____ hereinafter referred to as “**DEVELOPER / PROMOTER**” (which expression shall unless it be repugnant to the context or meaning thereof mean & include its successors in office, successors in interest, agents and assigns) of the **SECOND PART**;

AND

[If the Allottee is a company]

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

[OR]

[If the Allottee is a Partnership]

[____], a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at [____] (PAN [____]), represented by its authorized partner (Aadhaar No. [____]) duly authorized vide hereinafter referred to as the "**Allottee(s)**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their permitted assigns), of the **OTHER PART**

[OR]

(1) _____ [PAN: _____], son/wife/daughter of _____ **AND** (2) _____ [PAN: _____], son/wife/daughter of _____, both residing at _____ hereinafter called the "**Allottee(s)**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators, successors-in-interest and permitted assigns) of the **OTHER PART**.

[OR]

[If the Allottee is a HUF]

Mr. [____], (Aadhaar No. [____]), son of [____] aged about for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of

business/residence at [____] (PAN [____]), hereinafter referred to as the "**Allottee(s)**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **OTHER PART**

Unless repugnant to the subject or context, the following terms used herein shall have the following meanings:

- (i) **"Act"** and **"WBREERA"** means The Real Estate (Regulation & Development) Act, 2016;
- (ii) **"Rules"** means the West Bengal Real Estate (Regulation and Development) Rules, 2021;
- (iii) **"Regulations"** means the Regulations made under the Real Estate (Regulation & Development) Act, 2016;
- (iv) **"Section"** means a section of the Act.
- (v) **"Apartment"** shall mean the Residential Unit as morefully described in Schedule B;
- (vi) **"Apartment Allottee's Agreement"** means the Agreement for sale entered into between the parties hereto in respect of purchase of the Apartment defined herein by the Allottee;
- (vii) **"Association"** means organisation or society or association or condominium or a company as determined by the Developer which may be formed for the purposes as set out in the Act;
- (viii) **"Building Plan"** shall mean shall mean the **final plan**, for construction of the buildings at both the said Project Land and the North Block Land, sanctioned and by The Kolkata Municipal Corporation and shall include Building Permit No. _____ dated _____ as superseded by Building Permit No. _____ dated _____ and any subsequent modification thereto.

- (ix) **“CAM Charges”** shall mean the Common Area Maintenance Charges as may be decided by the Developer at the First Instance and upon formation of the Association, by such Association;
- (x) **“CAM Commencement Date”** shall mean expiry of 15 days from the Date of Possession (as defined herein).
- (xi) **“Carpet Area”** means the net usable floor area of a Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment;
- (xii) **“Common Areas Amenities and Facilities”** shall mean all such areas, facilities, amenities which may be identified and specifically earmarked by the Developer for common use and enjoyment of the Allottee and shall include those as morefully specified in Schedule ____.
- (xiii) **“Completion Certificate”** shall mean _____
- (xiv) **“Date of Possession”** shall mean 15 days from the date of grant of OC within which the Apartment shall be ready for handover as per specification of the Apartment.
- (xv) **“Deposits and Supplementary Charges”** shall mean the amounts, in addition to the Total Price, required to be paid/deposited by the Allottee with the Developer towards Sinking Fund, Advance CAM Charges and payments on account of, inter alia, Legal Charges, Association Formation Charges, Mutation Charges, Club Admission Fees, Transformer and Electricity Connection Charges as specified;
- (xvi) **“JDA”** means the Joint Development Agreement dated 01-03-2023 registered in the Office of the ARA – II, Kolkata in Book No. I Volume No. 1902-2023 at Pages 96733 to 96786 Being No. 02882 of 2023 entered into between the Owner and the Developer;
- (xvii) **“Limited Common Areas and Facilities”** means such common

areas and facilities which are designated by the Developer as reserved for use of certain apartment or apartments to the exclusion of the other apartments;

(xviii) **“North Block Land”** means the area of land measuring about _____ equivalent to _____ be the same a little more or less being divided and demarcated area out of Said Total Land as morefully described in Schedule A-2;

(xix) **“North Block”** means the Building constructed on the North Block Land;

(xx) **“PARKING SPACES”** shall mean covered parking spaces in the Project as expressed or intended by the Promoter at its sole discretion for parking of motor cars. The parking spaces are of three categories as follows:

a) **Luxury Car Parks** having dimensions of ___ metres by ___ metres;

b) **Standard Car Parks** having dimensions of ___ metres by ___ metres;

c) **Mechanical Car Parks**

(xxi) **“Project”** shall mean the Residential Project being constructed by the Developer at the Project Land;

(xxii) **“Project Land”** means the area of land measuring about _____ Bighas _____ Chittaks equivalent to _____ sq.ft be the same a little more or less being divided and demarcated area out of Said Total Land as morefully described in Schedule A-3 and on the Map or Plan attached hereto.

(xxiii) **“Super Built Up Area”** according to the context shall mean and include the Built-Up Area of any Apartment And shall include the proportionate share of the areas of the Common Areas in the Project, attributable to such Apartment as shall be determined by the Promoter in its absolute discretion.

- (xxiv) **“Total Land”** means 54 Chowringhee Road (previously 53A, 53B and 54 Chowringhee Road) P.O. & P. S. Shakespeare Sarani Kolkata 700 071 under Ward No. 63 under the Kolkata Municipal Corporation as morefully described in Schedule A-1;

WHEREAS:

- A. By an Indenture of Conveyance dated 2nd July, 1918, registered in the Office of the Registrar of Assurances at Calcutta, recorded in book No. I, Volume No. 87, at Pages 69 to 74, Being Deed No. 2844 for the year 1918, John Carpiet Galstaun sold, transferred and conveyed All That 2 (two) Bigha 15 (fifteen) Cottah (but as recorded by the registrar being All That 2 (two) Bigha 13 (thirteen) Cottah 10 (ten) chittack and 25 (twenty five) square feet), alongwith a brick built structure situated at Municipal Premises No. 54, Chowringhee Road being holding No. 55, Block XIX, South Division, under ward no. 63 of the Kolkata Municipal Corporation, Police Station Shakespeare Sarani, Kolkata 700071 (First Premises) to Rai Bahadur Buldeo Das Birla, Jugal Kishore Birla, Rameshwar Birla, Ghanshyam Das Birla and Brij Mohan Birla, as self and Joint Hindu Family under the name of *“Buldeo Das Jugal Kishore”*, for the consideration mentioned therein
- B. By an Indenture of Conveyance dated 7th February, 1919, registered in the Office of the Registrar of Assurances at Calcutta, recorded in Book No. I, Volume No. 42, at Pages 39 to 50, Being Deed No. 543 for the year 1919, David Aaron Gubboy, as trustee and Aaron Hye Nusseem Ezekiel Judah and Hannah Judah, as beneficiaries of Deed of Marriage Settlement dated 11th May, 1875 jointly sold, transferred and conveyed All That 1 (one) Bigha 7 (seven) Cottah and 2 (two) chittack, alongwith a brick built structure situated at Municipal Premises No. 53, Chowringhee Road, under ward no. 63 of the Kolkata Municipal Corporation, Police Station

Shakespeare Sarani, Kolkata 700071 (Second Premises) to Rai Bahadur Buldeo Das Birla and Jugal Kishore Birla, for the consideration mentioned therein.

- C. By a Family Arrangement *inter alia* the said First Premises and Second Premises were divided and allotted among (1) Jugal Kishore Birla (2) Rameshwar Das Birla as self and karta of his HUF and as the natural guardian of his minor sons (3) Ghanshyam Das Birla as self and karta of his HUF and as the natural guardian of his minor sons (4) Braj Mohan Birla as self and karta of his HUF and as the natural guardian of his minor son (5) Sarda Kumari Birla (6) Rukamni Birla (7) Lakshminiwas Birla and (8) Gajanan Birla (collectively Jugal Kishore Birla and Ors.).
- D. Thereafter, the said Jugal Kishore Birla & Ors. for the sake of proper management, maintaining and improvement of the said First Premises and Second Premises formed a partnership or Joint Stock Company being named "*Ganga Properties Limited*" and got registered under Part VIII of the Companies Act 1913 on 26th April, 1932, executing an Articles of Association whereby Jugal Kishore Birla & Ors. being the members of the joint Hindu Family inducted themselves as shareholders of the said Joint Stock Company.
- E. By a Indenture of Confirmation and Release dated 30th April, 1932, registered in the Office of the Registrar of Assurances at Calcutta, recorded in Book No. I, Volume No. 39, at Pages 203 to 209, Being Deed No. 1466 for the year 1932, (1) Raja Buldeo Das Birla (2) Rani Chhogi Birla (3) Jugal Kishore Birla (4) Rameshwar Das Birla HUF, for self and as Karta (5) Madhoprasad Birla, represented by his legal guardian Rameshwar Das Birla (6) Sarda Kumari Birla (7) Gajanan Birla (8) Ghanshyamdas Birla HUF, for self and as Karta (9) Krishna Prasad Birla, represented by his legal guardian Ghanshyamdas Birla (10) Basant Kumar Birla, represented by his legal guardian Ghanshyamdas Birla (11) Braj Mohan Birla HUF, for self and as Karta (12) Ganga Prasad Birla, represented by his legal guardian Braj Mohan Birla (13) Rukmani Birla

and (14) Lakshminiwas Birla, released, transferred and assigned, the right, title and interest of Jugal Kishore Birla & Ors.'s estate unto and in favour of Ganga Properties Limited.

- F. Pursuant to the abovementioned circumstances, Ganga Properties Limited mutated and recorded its name in the records of the Kolkata Municipal Corporation, in respect of Municipal Premises 53A and 53B, Chowringhee Road (being renumbered from 53, Chowringhee Road) and was assessed vide Assessee No. 110631000289 and 110631000290, respectively. Ganga Properties Limited also mutated its name in respect of Municipal Premises 54, Chowringhee Road which then was assessed vide Assessee No. 110631000307. Ganga Properties Limited became the sole and absolute owner of the First and the Second Premises and paid taxes thereon.
- G. Thereafter, Ganga Properties Limited upon application for the conversion into a '*private limited company*' was allowed and approved its conversion and vide approval from the government vide SRN A76400266 dated 18th January, 2010, the said Ganga Properties Limited was renamed and incorporated as "*Ganga Properties Private Limited*".
- H. By an Indenture of Conveyance dated 8th June, 2012, registered in the Office of the Additional Registrar of Assurances II, Kolkata, recorded in Book No. I, Volume No. 26, at Pages 4255 to 4276, Being Deed No. 190207153 for the year 2012, Ganga Properties Private Limited sold, transferred and conveyed the First Premises and Second Premises in favour of Owner herein. The First Premises and the Second Premises are collectively referred to as the Total Land and is morefully mentioned and described in Schedule A-1 written hereunder;
- I. The Owner herein thus became and is the absolute owner of the said Total Land and has been in possession thereof.
- J. The name of the Owner was recorded in the records of the Kolkata Municipal Corporation. At the instance of the said Owner, the Kolkata Municipal Corporation has amalgamated the said First and the Second

Premises vide Memo No. AA(3)/XVIII/310/13-14 dated 31st October, 2013, which was thus renumbered as 54, Chowringhee Road, Kolkata. The said renumbered amalgamated premises is assessed vide Assessee No. 110631000307.

- K. The Owner and the Developer herein have entered into a Joint Development Agreement dated 01-03-2023 registered in the Office of the ARA – II, Kolkata in Book No. I Volume No. 1902-2023 at Pages 96733 to 96786 Being No. 02882 of 2023 whereby and whereunder, on the terms and conditions morefully mentioned therein, the Owner appointed the Developer herein as the Developer to undertake development and construction thereat and for undertaking sale of the Residential Building to be constructed thereunder.
- L. In terms of the said Development Agreement, the Owner and the Developer earmarked an Area of land measuring about ___ Cottahs for construction of the North Block in terms of the said JDA and the remaining entire area has been earmarked for construction of a Residential Building. The area earmarked for the North Block is hereinafter referred to as “North Block Land” and the area earmarked for the Residential Building is hereinafter referred to as the “Project Land” and are morefully mentioned and described in Schedule A-2 and Schedule A-3 respectively. The said North Block Land and the Project land are more fully described in ___ Colour and ___ Colour respectively in the Plan attached hereto and marked as Annexure A.
- M. The Kolkata Municipal Corporation has granted the Building Permit Plan to develop the Project vide approval dated _____ bearing no. _____.
- N. The Developer has registered the Project being constructed on the Project Land as a ‘Real Estate Project’ with the West Bengal Real Estate Regulatory Authority (“**WBREERA**”) at Kolkata under the provisions of the Act, Rules and Regulations and other circulars and rulings issued thereunder from time to time with the latest Registration No.

WBRERA/P/KOL/2025/_____ for the project named as '**The Curve**'.

- O. The Allottee herein being desirous of acquiring a residential flat at the said Project, entered into an Agreement for Sale dated _____ registered in the Office of the _____ in Book No. I Volume No. _____ at Pages ____ to _____ Being No. _____ of _____ with the Owner and the Developer herein for purchasing and acquiring as morefully set out in Schedule B thereto as also hereto for the consideration and on the terms and conditions morefully mentioned and recorded therein ("**Apartment Allottee's Agreement**").
- P. The Developer has since completed the construction of the Project in accordance with the Plan sanctioned by the concerned authorities and The Kolkata Municipal Corporation has issued a Completion Certificate No. _____ dated.
- Q. The construction of the said Project is complete in all respects to the full and final satisfaction of the Allottee. The Promoter has delivered possession of the said Apartment to the Allottee at or before the execution of these presents.
- R. The Allottee(s) represents and confirms that it has inspected all the documents pertaining to the said Apartment, the Project and the Project Land including but not limited to all the title documents and the sanctions permissions etc and has fully satisfied itself in all respects, with regard to the right, title and interest of the Promoter in the Project and its right to convey the Apartment to the Allottee(s). The Allottee(s) has also satisfied itself with the Apartment, the facilities, amenities, specifications, construction quality, measurements and other details and the completion thereof.
- S. The Parties hereby confirm that they are signing this Conveyance Deed with full knowledge of the Applicable Laws.
- T. The Allottee has after according complete satisfaction as to the above as also of discharge of all obligations of the Owner and the Developer to the

Allottee, and also having paid the entire consideration and other payables in terms of the said Agreement for Sale, has now requested the Owner and the Developer to execute this Deed of Conveyance in favour of the Allottee.

NOW THIS INDENTURE WITNESSETH

1. In consideration of the said Agreement for Sale and in consideration of the sum of Rs. _____ (Rupees _____) only paid by the Allottee(s) to the Developer at or before the execution hereof (the receipt whereof the Developer doth hereby as also by the receipt hereunder written admit and acknowledge and from the same and every part thereof hereby forever acquit release and discharge the Allottee), the Owner and the Developer do and each one of them doth hereby grant sell convey transfer release assign and assure unto and to the Allottee **ALL THAT** the said Apartment described in the **SCHEDULE B** hereunder written **TOGETHER WITH** the exclusive right to use and enjoy the Limited Common Areas and Facilities described in the Schedule C hereto **TOGETHER WITH** the proportionate undivided indivisible impartible share in the Project land appurtenant thereto as also in the Common Areas Amenities and Facilities described in the **SCHEDULE D** hereunder written **TOGETHER WITH** the right to use and enjoy the Project and all Common Areas Amenities and Facilities thereat in common with the other owners of the various Apartments constructed thereat, in the manner stated and agreed herein subject however to the other provisions herein contained as also those under the applicable laws **TOGETHER WITH** all the estate right title and interest of the Owner and the Developer into or upon the said Apartment **AND** reversion or

reversions remainder or remainders and the rents issues and profits of and in connection with the said Apartment **TOGETHER WITH all** easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Apartment as set out in the **SCHEDULE E** hereunder written **TO HAVE AND TO HOLD** the said Apartment and every part thereof unto and to the use of the Allottee(s) absolutely and forever free from encumbrances **SUBJECT HOWEVER TO** the covenants, exceptions, undertaking and agreements herein contained and to be observed fulfilled and performed by the Allottee(s) **AND ALSO SUBJECT** to the Allottee paying and discharging all municipal and other rates taxes and impositions on the said Apartment wholly and the CAM Charges (described in the **SCHEDULE F** hereunder written) proportionately and all other outgoings in connection with the said Apartment wholly and the said Premises and in particular the Common Areas and Installations proportionately.

2. THE OWNER AND THE DEVELOPER DO AND EACH ONE OF THEM DOETH HEREBY COVENANT WITH THE ALLOTTEE as follows: -

- 2.1. The interest which the Owner and the Developer each one of them professes to transfer subsists and that the Owner and the Developer respectively have good right full power and absolute authority to grant, sell, convey transfer, assign and assure unto and to the use of the Allottee the said Apartment in the manner aforesaid.
- 2.2. It shall be lawful for the Allottee from time to time and at all times hereafter to peaceably and quietly to hold use and enjoy the said Apartment and every part thereof and to receive the rents issues and

profits thereof without any interruption disturbance claim or demand whatsoever from or by the Promoter and/or the Owner.

- 2.3. The Owner and the Developer and each one of them shall upon reasonable request and at the costs of the Allottee make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the said Apartment hereby granted sold conveyed and transferred unto and to the Allottee in the manner aforesaid as shall or may be reasonably required by the Allottee.

3. CONSTRUCTION OF THE PROJECT AND HANDOVER OF APARTMENT:

- 3.1. The Project has been completed and the necessary occupation certificate in respect of the said Building has been obtained from the Competent Authority.
- 3.2. The Developer has handed over the vacant, physical and peaceful possession of the Apartment to the Allottee(s) and the Allottee(s) has also satisfied itself with the Apartment, the facilities, amenities, specifications, construction quality, measurements and other details and the completion thereof. On and from the CAM Commencement Date, the Allottee(s) has been and shall continue to be liable to bear and pay the proportionate charges of all outgoings / charges in respect of the said Apartment as may be levied by the Developer and thereafter Association of Allottees, together with all rates, taxes, cesses, assessments, betterment charges, levies etc. payable to any Competent Authority including those as set out in Schedule F hereunder.

- 3.3. On and from the CAM Commencement Date the Allottee(s) is liable to pay for the electricity water and other consumptions at the Apartment as per the bills issued by the Competent Authorities and service providers, from time to time.
- 3.4. The Allottee(s) hereby agrees and undertakes to be a member of the Association and to sign and execute the application for registration, other papers and documents necessary for the formation of and registration of such Association of Allottees. The Allottee(s) shall observe and perform all the rules, regulations of the Association that may be specified in detail under its bye-laws.

4. REPRESENTATIONS AND WARRANTIES OF THE OWNER AND DEVELOPER:

- 4.1. The Owner hereby represents and warrants to the Allottee(s) as follows:
- (a) The Owner has clear and marketable title with respect to the said Project Land and has the requisite rights to carry out development and construction activities upon the Project.
 - (b) That there are no litigations pending before any Court of law with respect to and/or affecting the right of the Owner.
 - (c) The Owner is not restricted in any manner whatsoever from selling the said Apartment to the Allottee(s) in the manner contemplated herein.
 - (d) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Project Land) has been received or served upon the Owner in respect of the said Project Land.
- 4.2. The Developer hereby represent and warrant to the Allottee(s) as follows:
- (a) The Developer has lawful rights and requisite approvals from the

Competent Authorities to carry out development of the Project;

- (b) There are no litigations pending before any Court of law or authority with respect to the said Apartment;
- (c) All approvals, licenses and permits issued by the Competent Authorities with respect to the Project are valid and subsisting and have been obtained by following due process of law;
- (d) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition) has been received by or served upon the Developer in respect of the Project Land or any part thereof.

5. MAINTENANCE:

- 5.1. The Allottee(s) agrees, acknowledges and undertakes that the Allottee(s) shall, on and from the CAM Commencement Date, is and shall continue to be liable for and pay the maintenance charges in relation to the Apartment as may be levied by the Developer and thereafter the Association from time to time.
- 5.2. The Allottee(s) further agrees and acknowledges that the Allottee(s) shall be responsible for all municipal rates and taxes (assessed or unassessed) for the said Apartment (including the land appurtenant thereto) from the CAM Commencement Date, whether levied or not, accrued or accruing in future, including any claims that may be raised by the concerned authorities at a later date
- 5.3. The Allottee(s) agrees to always maintain the sinking fund with the Developer and thereafter Association computed on the basis of per square feet of the Carpet Area of the Apartment (which rate shall be uniformly applicable to all allottees at the Complex). The quantum of deposit may

be altered by the Developer and thereafter the Association and the Allottee(s) undertakes to abide by the same.

- 5.4. As and when any plant, machinery, equipment etc. within the Project including but not limited to lifts, DG sets, electric substation, pumps, firefighting equipment, etc. requires replacement, up-gradation, addition etc. the cost thereof shall be contributed by all the allottees / occupants of apartments at the Project, on pro-rata basis (i.e. in proportion to the Carpet Area of the Apartment to the total Carpet Area of all the apartments in the Project).
- 5.5. The service areas, as located within the Project, are earmarked for purposes including but not limited to electric sub-station, transformers, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses. The Allottee(s) shall not be permitted to use the services areas in any manner whatsoever, and the same shall be reserved for use by the Developer and thereafter the Association for rendering maintenance services.
- 5.6. The Allottee(s) acknowledges that for any Unsold Apartments in the Project, the Developer and/or Owner shall not, for a period of 24 months from the date of Completion Certificate, be liable for any CAM or other charges. However, the municipal rates and taxes shall be payable by the Owner and Developer on such unsold apartments.

6. COMPLIANCE WITH RESPECT TO THE APARTMENT

- 6.1. The Allottee shall ensure:

- a. To maintain the Apartment at the Allottee's own cost in good condition from the date of offer of possession of the Apartment and shall not do or suffer to be done anything in or to Apartment and/or the Project which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Apartment itself or any part thereof without the consent of the local authorities, if required.
- b. Not to demolish or cause to be demolished the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the said Building and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Building and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment.
- c. The Allottee(s) agree/s not to fix or install any window antenna on the roof or terrace or external façade of the said Building except by the prior sanction of the Developer and/or Maintenance Agency and/or the said Association and at places earmarked by the Developer.
- d. The Allottee shall adhere to all the rules and regulation framed by the Developer and/or Maintenance Agency and/or the said Association for use enjoyment maintenance and operation of the Project and its Common Areas, from time to time.
- e. Further the Allottee shall not store any hazardous or combustible goods in the Said Apartment or place goods or material in the common areas of the Building. The Allottee shall not remove any outer and/or load bearing wall of the Said Apartment. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the maintenance agency/ Apartment Owners' Association.
- f. The Allottee shall be responsible for any loss and damage arising out of breach of any of the aforesaid conditions and specifically agrees and

confirm that the Allottee has understood the specifications of the Project and norms governing the maintenance and usage of the said Building which shall have to be compulsorily adhered to and/or complied with and the Allottee hereby agree and confirm to comply with said norms and/or guidelines without any demur or protest of any nature whatsoever.

7. DEFECT LIABILITY:

- 7.1. It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services of the Developer as per the Apartment Allottee's Agreement is brought to the notice of the Developer within a period of 5 (five) years by the Allottee(s) from the date of Completion Certificate, it shall be the duty of the Developer to rectify such defects without further charge.
- 7.2. However, the Developer shall not be liable for rectification of defects in the following circumstances:
 - (i) if the same has resulted due to any act, omission or negligence attributable to the Allottee(s) or the Association or arises out of any non-compliance of any Applicable Laws or terms of this Deed, by the Allottee(s) or the Association;
 - (ii) the defects that are the result of ordinary wear and tear in due course; and
 - (iii) Force Majeure;
 - (iv) Defects caused by accidental breaking of fire or any kind of explosion of gas cylinder etc.
 - (v) Defect occasioned by any act of the Allottee(s) or any third party;
 - (vi) Defect accruing due to non-maintenance or failure to take care and/or periodic maintenance;

Provided that the Allottee(s) understands that there is a fundamental difference between hand over of the building/ constructions or infrastructure services and systems free from defects on the one hand and maintenance of handed over building/ constructions or infrastructure services and systems so as to maintain defect free functioning which by its nature is a lifelong process. Accordingly, the continued maintenance of the systems handed over would not be the responsibility of the Developer, and the Developer shall not be liable for rectification of any defects as a result of negligence in maintenance.

Provided further that in case any such structural defect or any other defect in workmanship, quality or provision of services by the Developer at the Project, reasonably and in the ordinary course requires additional time beyond the said 30 (thirty) days, then the Developer shall be entitled to the same. The Allottee(s) hereby agrees to such additional time / extension of time without being entitled to / making any claim to receive appropriate compensation in the manner as provided under the Act and/or otherwise under the Applicable Laws.

- 7.3. The Allottee(s) further accepts and acknowledges that all plant machinery, fittings, fixtures, equipments, installations etc which are covered under third party warranty / AMC shall not fall within the Defect Liability of the Developer and any repair or resolution of defect in respect of the same shall be availed by the Allottee(s) through the Association directly from the concerned vendors / service providers

8. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

- 8.1. The Developer and thereafter the Association shall have right of access to all Common Areas, Facilities & Amenities, any Limited Common Area & Facilities, parking spaces for providing necessary maintenance services.
- 8.2. The Allottee(s) agrees to permit the Developer and thereafter the Association together with its men and agents, with or without material, to enter into the Apartment or any part thereof, after due notice and during the normal daytime hours, unless the circumstances warrant otherwise, with a view to set right any defect concerning the Project and the Common Areas.

9. COMPLIANCE OF LAWS, NOTIFICATIONS, OTHER OBLIGATIONS ETC. BY THE PARTIES:

- 7.1. The Parties are entering into this Conveyance Deed with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.
- 7.2. The Developer has made it expressly clear to the Allottee(s) that the rights of the Developer and Owner in the Apartment agreed to be conveyed/ sold/ transferred herein are circumscribed by and subject to the conditions imposed by the prevailing laws and and/or any other statutory authority(ies) apart from those contained herein.
- 7.3. The Allottee(s) shall observe all terms and conditions of this Conveyance Deed, and also those conditions, restrictions and other stipulations imposed in respect of the Project and shall also abide by the applicable building plans and other Applicable Laws applicable to the Apartment and /or the Project.

8. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE CONVEYANCE DEED:

- 8.1. Wherever in this Conveyance Deed it is stipulated that the Allottee(s) has to make any payment, in common with other allottee(s) in the Project, the same shall be the proportion which the Carpet Area of the Apartment bears to the total Carpet Area of all the Apartments in the Project.

9. MISCELLANEOUS:

- 9.1. It is expressly agreed understood and clarified that, both the Project Land and the said North Block Land are and shall always remain independent separate properties, to the extent that even all the services, amenities, facilities, entry and exit access points etc., shall be separate & exclusive and independent of each other, notwithstanding the fact that a single/composite plan has been sanctioned for both the properties and the floor area ratio (FAR) available to the said Total Land has been utilised in such sanction and that the sanctioned areas in the respective buildings at the said Project Land and the North Block Land are not commensurate with the earmarked respective Land areas. Accordingly, the rights of the allottees / owners / lessees of flats, apartments, Apartment etc., in the Project Land shall remain restricted to the respective exclusive properties in which their flats, apartments, units etc., shall be situated.
- 9.2. The Allottee further confirms that the Allottee shall not have any right in any FAR available or becoming available (including the FAR additionally available under Rule 69A of the KMC Building Rules, 2009) in respect of the said Total Land and the Owner and the Developer shall be solely entitled to utilize any such FAR available or becoming available in respect of the said Total Land either at the Project or otherwise.
- 9.3. The said Apartment is liable to be assessed to municipal tax for the quarter subsequent to the quarter in which the said Building(s) have been granted Full Completion Certificate. The Allottee shall within 6 (six) months from the date hereof apply for and obtain at his own costs separate assessment and mutation of the said Apartment in the records of the Kolkata Municipal Corporation.
- 9.4. In case of any amount (including maintenance charges) being due and payable by the Allottee to the Promoter / Association/ Maintenance Agency, the Allottee shall not be entitled to let out, transfer or part with the possession of the said Apartment till the time the same are fully paid

and No Dues Certificate is obtained from the Promoter / Association/ Maintenance Agency, as applicable.

- 9.5. Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter shall be exclusively entitled to and shall have the exclusive right to install its own glow sign / signage without any fee or charge and also to install and/or permit any telecom company or service provider to install Towers, V-Sat, Dish or other Antennas or installations of any nature on the roofs for the time being of the Buildings or any part thereof on such terms and conditions as the Promoter may in its sole discretion think fit and proper without any objection or hindrance from the Allottee, and the Allottee hereby consents to the same;
- 9.6. The Allottee shall have no connection whatsoever with the purchasers / buyers of the other Units and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Allottee and the other Allottees (either express or implied) and the Allottee shall be responsible to the Promoter for fulfillment of the Allottee's obligations and the Promoter's rights shall in no way be affected or prejudiced thereby.
- 9.7. The properties and rights hereby transferred to the Allottee is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Promoter in writing. It is further agreed and clarified that any transfer of the Apartment by the Allottee shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.
- 9.8. The Allottee shall be and remain responsible for and indemnify the Promoter / Association / Maintenance Agency against all damages costs claims demands and proceedings occasioned to the said Premises or any other part of the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.
- 9.9. The Project at the said Project Land shall bear the name "**Curve**" unless changed by the Promoter from time to time in its absolute discretion and the Logo as may be decided from time to time by the Promoter shall always be displayed at a prominent place on the roof and façade of the Project.

SCHEDULE A-1

[Total Land]

ALL THAT the area of land measuring about 5,403.66 Sq. Mtrs. (5,351.17 Sq. Mtrs. as per the Municipal records) be the same a little more or less comprised in or forming 54 Chowringhee Road (previously 53A, 53B and 54 Chowringhee Road) P.O. & P. S. Shakespeare Sarani Kolkata 700 071 under Ward No. 63 under the Kolkata Municipal Corporation, presently butted and bounded in the following manner:

ON THE NORTH : Premises No. 52, Chowringhee Road

ON THE SOUTH : Partly by Premises No. 55, Chowringhee Road and
Partly by Premises No. 55/1, Chowringhee Road

ON THE EAST: Partly by Premises No. 52, Chowringhee Road and Partly by
Premises No. 4, Lord Sinha Road

ON THE WEST: Chowringhee Road

Or Howsoever otherwise the same is was or may be known numbered butted or bounded.

SCHEDULE A-2

[North Block Land]

ALL THAT divided and demarcated portion out of the Total Land measuring about 1,859.14 Sq. Mtrs. (1,806.65 Sq. Mtrs. as per the Municipal records) be the same a little more or less be the same a little more or less comprised in or forming 54 Chowringhee Road (previously 53A, 53B and 54 Chowringhee

Road) P.O. & P. S. Shakespeare Sarani Kolkata 700 071 under Ward No. 63 under the Kolkata Municipal Corporation shown in ____ Colour on the map or plan annexed hereto and marked as Annexure _____

SCHEDULE A-3

[Project Land]

ALL THAT divided and demarcated portion out of the Total Land measuring about 3,544.52 Sq. Mtrs. be the same a little more or less comprised in or forming 54 Chowringhee Road (previously 53A, 53B and 54 Chowringhee Road) P.O. & P. S. Shakespeare Sarani Kolkata 700 071 under Ward No. 63 under the Kolkata Municipal Corporation shown in ____ Colour on the map or plan annexed hereto and marked as Annexure _____

SCHEDULE B

['APARTMENT' HEREBY AGREED TO BE SOLD]

'APARTMENT'

ALL THAT Apartment being Residential Unit No. _____, on the _____ floor, to contain by measurement _____ sq ft Super Built Up area more or less [which corresponds to _____ sq. ft. built-up area (more or less) / AND _____sq. ft. carpet area (more or less)] of the Apartment together with undivided proportionate share of the land underneath the said building wherein the said Apartment is located together with the undivided share or interest in the common area, amenities and facilities more fully mentioned herein of the said Project Curve

'Car Parking'

TOGETHER WITH the right to park _____ on the _____.

SCHEDULE C

(Limited Common Areas Facilities and Amenities)

SCHEDULE D

(Common Areas Facilities and Amenities)

SCHEDULE E

(Easements or Quasi-easements and Other Stipulations and Provisions in connection with the beneficial use and enjoyment of the said Apartment)

COVENANTS OF THE ALLOTTEE

1. Covenants relating to the Project

- (a) The Allottee(s) confirms that all Common Areas Amenities and Facilities, common pathway, driveway, access roads, recreational ground area and all such areas within the Project which are for common use and enjoyment of all the occupants, purchasers and users of the said Project shall be jointly used and maintained (through the Promoter / Association / Maintenance Agency) by all purchasers of units in the said Project.
- (b) The Allottee shall not to use the ultimate roof of the Buildings or the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Allottees.
- (c) The Allottee shall not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Building save decent nameplates outside the main gates of their respective units. It is hereby expressly made clear that in no event any Allottee shall open out any additional window or any other apparatus protruding outside the exterior of his flat / apartment.
- (d) The Allottee shall not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on the Project or may cause any increase in the premium payable in respect thereof.
- (e) The Allottee shall not either himself or cause any other person to alter the outer elevation of the Buildings or any part thereof nor decorate the exterior of the Project otherwise than in the manner agreed by the

- Promoter / Association / Maintenance Agency in writing or in the manner as near as may be in which it was previously decorated.
- (f) The Allottee shall not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof/s, staircases, lobbies, landings, pathways, passages or in any other Common Areas and Installations nor into lavatories, cisterns, water or soil pipes serving the Building / Project nor allow or permit any other person to do so.
 - (g) The Allottee shall not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the Building / Project.
 - (h) All unsold and/or un-allotted Apartment, areas and spaces in the Building and Project, including without limitation, parking spaces and other spaces in the basement and anywhere else in the Building and Project shall always belong to and remain the property of the Owner/ Developer at all times and the Owner/ Developer shall continue to remain in overall possession of such unsold and/or un-allotted Apartment and shall be entitled to enter upon the Building and Project to enable it to complete any unfinished construction work and to provide amenities and facilities as the Developer may deem necessary.
 - (i) The Owner/ Developer shall continue to have a right to hold, let, sub-let, dispose of and/or otherwise deal with in any manner whatsoever the remaining unsold and/or un-allotted Apartment, areas and spaces in such manner as they think fit and the sale proceeds thereof shall belong absolutely to the Owner/ Developer and the purchaser/s and allottee(s) of such unsold / unallotted flats / premises shall be accepted as member of the Association. Such purchaser/s and allottee(s) (including the Owner/Developer) of such unsold and/or un-allotted Apartment, areas and spaces in case of such purchase, apart from Deposits & Supplementary Charges, shall not be required to pay, any transfer fees, charges, premium and/or donation and/or compensation and/or cost in any form whatsoever to the proposed Association.
 - (j) The Allottee has also understood that the Project Land and the North Block Land are presently part of the same municipal premises despite being divided and demarcated. The Owner and the Developer shall have a right to apply for and obtain separation of the both the plots of land from the concerned authorities and the Allottee hereby expressly consents to the same.
 - (k) The Allottee(s) confirms that all Amenities, common pathway, driveway, access roads, recreational ground area and all such areas which are for common use and enjoyment of all the occupants, purchasers and users of the said Project shall be jointly used and maintained by all purchasers of Apartment in the said Project. The Allottee(s) waives his rights to raise any objection in this regard.

2. Covenants relating to the North Block Land

- (a) The Allottee(s) and the owners / occupiers of the said Project shall have no right or interest or any claim or demand in respect of any area outside the Project Land, and particularly the North Block Land, whether divided and/or demarcated or not.
- (b) The Allottee(s) and the owners / occupiers of the said Project shall not have any right or access to Common Areas / Services / Amenities / Facilities or any services which are located in the North Block Land or earmarked for the use and enjoyment of the owners and/or occupiers of the North Block and for such purposes the decision of the Developer shall be final.

3. Covenants relating to the Maintenance of the Project and Association of Allottees

- (a) The Allottee shall cooperate with the Promoter / Maintenance Agency / Association for undertaking maintenance and upkeep of the Project and every part thereof;
- (b) The Allottee(s) along with other allottee(s) in the said Project shall join to form and register Association to be known by such name as the Developer may decide. For the said purpose, the Allottee(s) shall sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of such Association and for becoming a member, including the bye-laws of the proposed Association. The Allottee(s) shall duly fill in, sign and return to the Developer within seven days of the same being forwarded by the Developer to the Allottee(s), so as to enable the Developer to register the Association of allottee(s). No objection shall be taken by the Allottee(s) with respect to the same. The Owner/ Developer shall not be liable for any claims or penalties for delay in forming the Association.
- (c) It shall be mandatory for the Allottee to be a Member of the Association to be formed and the same is a precondition to be the Owner of any Apartment at the Project.
- (d) The Owner/ Developer may become a member of the Association to the extent of all unsold and/or un-allotted units, areas and spaces in the said Building and said Project. However the maintenance charges shall not be payable for 24 months from the OC Date on any unsold Units by the Owner / Developer. Any Allottee of such unsold and/or un-allotted units, areas and spaces shall also not have any liability to pay any CAM for the period prior to possession being taken.

- (e) The Allottee(s) further acknowledges that the Developer shall be entitled to but not obliged to continue to Maintain the Project beyond a period of 6 months from the CAM Commencement Date and any delay in formation of the Association shall not be ground for compelling the Developer to continue with the maintenance activity of the Project.
- (f) The Developer shall not be bound to make over the maintenance and other deposits being held by the Developer until the maintenance is taken over by the Association.
- (g) The Developer alone shall maintain the Amenities and upkeep the said Project, until the formation of the Association, as per the terms of this Agreement. For such purposes, the Developer may appoint a Maintenance Agency (without any reference to the Allottee(s) and other owners, users, occupants etc. of the Project) for the maintenance and up-keep of the same. Even after formation of the Association, such Maintenance Agency may continue to be appointed for maintenance and up-keep on such terms and conditions as the Developer may deem fit, and the Allottee(s) hereby gives their unequivocal consent for the same.
- (h) The Developer and/ or the Association and/or the Maintenance Agency shall make provisions for payment of CAM Charges as outgoings to the Association for the purposes of maintenance of the Building and Amenities of the Project.
- (i) The Allottee(s) hereby agrees and confirms that from the CAM Commencement Date, the Allottee(s) shall be liable to bear and pay the proportionate share towards the outgoings in respect of the Project to the Developer (including but not limited to local taxes, betterment charges or such other levies by the concerned local authority and/or government water charges, insurance, common lights, repairs and salaries of staff, security guard / security agency / house keeping / maintenance agency / contractors, upkeep and maintenance cost, common electricity and all other expenses necessary and incidental to the management and maintenance) until handover of the maintenance to the Association, irrespective of whether the Allottee(s) is in occupation of the said Apartment or not and construction activity is continuing in the project and infrastructure, facilities and amenities are not fully completed.
- (j) The Allottee(s) shall continue to pay all such outgoings as imposed by the competent authorities and / or concerned local authorities and proportionate charges to the Developer, as may be demanded, from time to time. It is further agreed that the Developer shall be entitled to levy service fee for provision such maintenance charges in addition to the actual outgoings (including to any Maintenance Agency). The Maintenance Agency shall however be paid on actuals.
- (k) If due to any adjustments in the principal amount, the CAM Deposit falls below the specified threshold, then the Allottee(s) hereby

undertake/s to make good the resultant shortfall within fifteen (15) days of demand by the Promoter / Maintenance Agency / Association. Further, the Promoter / Maintenance Agency / Association reserves the right to increase CAM Charges and/or deposits pursuant to the same, from time to time in keeping with the increase in the cost of maintenance services and the Allottee(s) agrees to pay such increases within fifteen (15) days of demand by the Promoter / Maintenance Agency / Association.

- (l) Upon Association being formed and registered, the rights, benefits and interests of the Allottee(s) shall be governed and regulated by the bye-laws, rules and regulations thereof, but expressly subject to the terms, conditions, covenants, stipulations and provisions of this Agreement.
- (m) The Developer shall be entitled to adjust any deposit of any Allottee against its outstanding CAM and other dues (including accrued interest etc) before handover to the Association.
- (n) The Allottee(s) shall help the Promoter / Maintenance Agency / Association in effectively keeping the said Apartment, and Project secured in all ways. The Allottee(s) hereby agree/s that for the purpose of security, the Promoter / Maintenance Agency / Association shall be free to restrict and allow the entry and exit of visitors, which the security appointed by the Promoter / Maintenance Agency / Association, feel suspicious.
- (o) The Allottee(s) hereby agrees to abide by all the rules and regulations framed by the Promoter / Maintenance Agency / Association as may be framed from time to time for the upkeep and maintenance of the Project and the Building.
- (p) All payments relating to CAM and any other maintenance related expenses shall be made within 7th day of the month for which the same be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Promoter / Maintenance Agency / Association. The bills and demands for the amounts payable by the Allottee shall be deemed to have been served upon them, in case the same are left in their respective units or in the respective letter boxes.
- (q) It is expressly clarified that the maintenance charges do not include costs charges expenses on account of major repairs, replacements, renovations, repainting of the main structure and façade of the Buildings, the Common Areas and Installations etc. and the same shall be shared by and between the Allottee and the other allottees proportionately. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and Installations and any non-user or non-requirement thereof shall not be nor be claimed to be a ground for non-payment or decrease in the liability of

payment of the proportionate share of the common expenses by the Allottee.

- (r) In the event of any of the Allottees failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by them as aforesaid and/or in observing and performing their covenants terms and conditions hereunder, then without prejudice to the other remedies available to the Promoter / Association / Maintenance Agency against the defaulting Allottee, such defaulting Allottee shall be liable to pay to the Promoter / Association / Maintenance Agency interest at the rate of 2% (percent) per month on all the amounts in arrears and without prejudice to the aforesaid, the Promoter or the Maintenance Agency shall be entitled to take all actions as provided under the Apartment Ownership Act or any similar enactments as also any of the following:
 - i. disconnect the supply of electricity to the Apartment of the defaulting Allottee;
 - ii. withhold and stop all other utilities and facilities (including lift, generator etc.,) to the defaulting Allottee and his / her / its / their employees, servants, visitors, guests, tenants, licensees and/or his / her / its / their Apartment;
 - iii. to demand and directly realise rent and/or other amounts becoming payable to the defaulting Allottee by the tenants or licensees or other occupant in respect of the Apartment of the defaulting Allottee.
 - iv. to display the name of the Allottee as a defaulter on the notice board of the Building/s.

4. Covenants relating to the Apartment

- (a) The Allottee shall not to be entitled to use the said Apartment for carrying on any business or storage place or convert the same into a place or worship or guesthouse or commercial purposes or any other use whatsoever save and except Allottee's and/or his/her relatives' Residential Use.
- (b) The Allottee hereby agrees not to use or allow to the Apartment or any part of the Project to be used for any Religious or other Sacrifices or as a slaughter house or for storing / culling / butchering any live cattle / poultry / fish.

- (c) In case any Balcony or Terrace attached to any Apartment, then the same shall be a part of the Apartment and no construction of any nature whatsoever (be it temporary or permanent) shall ever be made nor the same be used for installation of any DTH / Dish / antenna or be used for any signage purposes or for storage purposes
- (d) The Allottee shall put up plants in the Balcony or Terrace only by way of pots and not directly on the floor of the Balcony or Terrace
- (e) The portion of the Apartment earmarked to be used as a Servants Quarter shall not be used for any purposes other than the residence of servants and for no other purpose.
- (f) The Allottee shall not install any air conditioners, heat pumps, heating or cooling devices or any equipment relating thereto save and except at places where provision has been made by the Promoter for installation of the same. Further, before installation, the Allottees shall also get the layout plan of the air conditioner/s to be installed in their respective flats / apartments approved by the Promoter and shall further ensure that all water discharged by such device is drained within their respective flats / apartments.
- (g) The Allottee shall not to close or permit the closing of verandahs, lounges, balconies, roofs, terraces, lobbies or the common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the flat / apartment which in the opinion of the Promoter or the Maintenance Company differs from the colour scheme of the Buildings or deviation of which in the opinion of the Promoter or the Maintenance Company may affect the elevation in respect of the exterior walls of the Buildings.
- (h) None of the Allottees shall use any brick work or load bearing walls for creating internal partitions in their respective flats / apartments and/or do any core-cuts/slab-cuts. In this context it is expressly mentioned and notified by the Promoter and each of the Allottees is made fully aware of the fact that the Building at the Project is a tall / high rise structure and for structural load calculations, the internal partitions for all the rooms have been considered to be dry walls / shera board and light-weight concrete blocks are used only in the Kitchens staircases and shafts. In case the Allottees or any of them uses any brick work or load bearing walls and/or do any core-cuts/slab-cuts, then the structural load calculations of the Building will be and/or is likely to be disbalanced / upset thereby affecting / destabilising the structural stability of the Building.

5. Covenants relating to the Parking Space

- (a) The Allottee shall not be entitled to sell transfer or assign or let out or part with possession of such parking space or allow or permit any one to park car or other vehicle at such Parking Space as tenant, lessee, caretaker, licensee or otherwise or part with possession of such Parking Space, independent of his flat / apartment, to any person with the only exception being that he shall be entitled to let out transfer or part with possession of the same independent of his flat / apartment to any other allottee of flat / apartment in the Project and none else.
- (b) The Allottee shall use the car parking spaces, if any allotted only for the purpose of parking of motor cars and for no other purposes.
- (c) The Allottee shall be fully responsible for the upkeep of the car parking spaces and bear and pay all outgoings in relation thereto.

6. Covenants relating to Limited Common Areas and Facilities

- (a) The Allottee agrees that the Developer has earmarked certain Limited Common Areas and Facilities for each of the Apartments at the Project and that the Allottee herein shall be entitled to the Limited Common Areas and Facilities specifically earmarked for the said Apartment and not any other Limited Common Areas and Facilities.
- (b) The Allottee further acknowledges that the Allottee shall save any finishing / furnishing works not under any circumstances be entitled to carry out any construction, addition or alteration to the Limited Common Areas and Facilities earmarked to the said Apartment nor block or create any boundary so seal the Limited Common Areas and Facilities in any manner whatsoever.
- (c) The Allottee further agrees that the Limited Common Areas and Facilities or any part thereof may be required to be used in case of emergency like fire, earthquake, tempest etc in which case all occupiers of the Project shall be entitled to use and/or access such earmarked Limited Common Areas and Facilities and the Allottee shall accordingly maintain and not separate or secure the Limited Common Areas and Facilities so as to make the same inaccessible.
- (d) The Allottee(s) and the owners / occupiers of the said Project shall have no right or interest or any claim or demand in respect of any area outside the Project Land, and particularly the North Block Land, whether divided and/or demarcated or not.
- (e) The Allottee(s) and the owners / occupiers of the said Project shall not have any Common Areas / Services / Amenities / Facilities or any services which are located in the North Block Land or earmarked for the use and enjoyment of the owners and/or occupiers and for such purposes the decision of the Developer shall be final.
- (f) The Allottee confirms that the terms recorded in the Development Agreement entered into between the Owner and the Developer are the

parent understanding and shall supersede in case of conflict between the terms hereof and thereof.

- (g) Mode of Payment - The Developer shall accept payments towards the booking from the account(s) of the Allottee(s) and/ or Joint Allottee(s) only. It is clarified that payments received from any third parties / non- allottee(s) will be returned to the remitter and irrespective thereof, the amounts shall continue to be treated as outstanding against the Apartment. Payments will be accepted from Joint/Co-Allottee(s) accounts, demand draft payment from the bank where the Allottee(s) has taken a loan for the said Apartment.
- (h) That Allottee(s) shall comply with all the legal requirements as required for the purchase of immovable property, viz the said Apartment as and when applicable. The Allottee(s) has specifically agreed with the Developer that the allotment of the said Apartment shall be subject to strict compliance of code of conduct and rules that may be determined by the Developer for the allotment, occupation and use of the said Apartment and such other conditions as per the applicable laws and further the Allottee(s) do hereby confirm and agree to abide by all the rules and regulations of the Maintenance Association as would be formed later on amongst all allottee(s). The Allottee(s) shall abide by all the laws of the land, local laws, rules, notifications etc., at all times, as may be applicable on the said Apartment and shall be solely responsible for the consequences of non-compliance of the rules and laws of the land and penalty imposed in case of the breach of the same, shall be borne by the Allottee(s) alone.
- (i) The Allottee shall not to be entitled to use the said Apartment for carrying on any business or storage place or convert the same into a place or worship or guesthouse or any other use whatsoever save and except Allottee's and/or his/her relatives' Residential Use.
- (j) No maintenance charges shall be payable by the Owner/Developer for any Unsold Areas for a period of 24 months from the date of Completion Certificate whereupon such unsold area shall be treated to be retained area by the Owner / Developer and maintenance shall be payable thereon by the respective Owner / Developer to the association of Allottees.

7. Such other details as may be required and deemed fit by the Developer

SCHEDULE F

(Common Area Expenses & Other Outgoings)

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Sale Deed at Kolkata in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED by the
within named **ALLOTTEE** the
presence of:

SIGNED AND DELIVERED by the
within named **PROMOTER** in the
presence of:

RECEIPT AND MEMO OF CONSIDERATION

DATED THIS THE DAY OF , 20__

BETWEEN

CHOWRINGHEE PLANNERS LLP

- Owner

AND

AMBA HIGHRISE PRIVATE LIMITED

- Developer

AND

- Allottee

DEED OF CONVEYANCE

In respect of Unit ____ on the ____ Floor
at

"*CURVE*"

**54 Jawahar Lal Nehru Road,
Kolkata**

KANODIA & CO.,

Solicitors & Advocates

Temple Chambers, 4th Floor,

6, Old Post Office Street,

Kolkata – 700 001

033-2262-5739

info@kanodiaco.com