

DEED OF CONVEYANCE

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

BY AND AMONGST

(1) Lalit Kumar Khetawat (PAN: AFCPK5724N), AADHAAR (7039 3914 4580) son of Late Prahlad Rai Khetawat, residing at 19A, Sarat Bose Road, P.O. Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata-700020, **(2) Surendra Kumar Khetawat** (PAN AFCPK5719H/AADHAAR (3257 1402 4535) son of Late Prahlad Rai Khetawat, residing at 19A, Sarat Bose Road, P.O. Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata-700 020, **(3) Jayshree Khetawat** (PAN AFCPK5723M/ AADHAAR 8493 8904 4946) wife of Lalit Kumar Khetawat, residing at 19A, Sarat Bose Road, P.O. Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata-700020, **(4) Hem Khetawat Alias Hemlata Khetawat** (PAN AFCPK5720J/AADHAAR 6974 5702 9197) wife of Surendra Kumar Khetawat, residing at 19A, Sarat Bose Road, P.O. Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata-700020, **(5) Bharat Roadways Transport Limited** (PAN AABCB0199D) a company within the meaning of the Companies Act, 1956 having its registered office at 19A, Sarat Bose Road, P.O. Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata - 700020, **(6) Divyank Khetawat** (PAN AXWPK0166C/AADHAAR 2721 7569 5833) son of Lalit Kumar Khetawat, residing at 19A, Sarat Bose Road, P.O. Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata-700020, **(7) Harshit Khetawat** (PAN AUBPK2669L/AADHAAR 3179 5811 7800) son of Surendra Kumar Khetawat, residing at 19A, Sarat Bose Road, P.O. Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata-700020, **(8) AARPEE Housing Development Private Limited** (PAN AACCA7248P), a company within the meaning of the Companies Act, 1956, having its registered office at 19A, Sarat Bose Road, P.O. Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata - 700020, **(9) PRK Projects Private Limited** (PAN AAFCP6578E), a company within the meaning of the Companies Act, 1956 having its registered office at 19A, Sarat Bose Road, P.S. Bhowanipore, Kolkata - 700020, **(10) AARPEE Trading And Holding Private Limited** (PAN AACCA5974E), a company within the meaning of the Companies Act, 1956, having its registered office at 19A, Sarat Bose Road, P.O. Lala Lajpat Rai Sarani, Kolkata - 700020, **(11) PRK Infrastructures Private Limited** (PAN AAFCP6404M), a company within the meaning of the Companies Act, 1956 having its registered office at 19A, Sarat Bose Road,

P.O. Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata - 700020, **(12) PRK Developers Private Limited** (PAN AAFCP6404M), a company within the meaning of the Companies Act, 1956 having its registered office at 19A, Sarat Bose Road, P.O. Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata - 700 020, **(13) AARPEE Infrarealty Limited** (PAN AAJCA9629H) a company within the meaning of the Companies Act, 1956 having its registered office at 19A, Sarat Bose Road, P.O. Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata - 700020, **(14) Rameswara Nirmaan Limited** (PAN AAECR6396M) a company within the meaning of the Companies Act, 1956, having its registered office at 19A, Sarat Bose Road, P.O. Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata - 700020, **(15) AARPEE Niket Limited** (PAN AAJCA9628G) a company within the meaning of the Companies Act, 1956 having its registered office at 19A, Sarat Bose Road, P.O. - Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata - 700020, **(16) MANUJ KHETAWAT** (PAN ARLPK3532H/AADHAAR 4034 7591 9070) son of Lalit Kumar Khetawat, residing at 19A, Sarat Bose Road, P.O. Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata-700020, collectively represented by their Constituted Attorney **ANANDVANN DEVELOPERS LLP (LLP IN: ACI-8008, PAN: ACGFA6388P)** a Limited Liability Partnership Firm within the meaning of the Limited Liability Partnership Act, 2008 having its registered office at 19A, Sarat Bose Road, P.O.- Lala Lajpat Rai Sarani, P.S.- Bhawanipore, Kolkata- 700020 represented by its Designated Partner, [•], ([PAN No. [•]; AADHAAR [•]]) son of [•], residing at [•], P.O. [•], P.S. [•], Kolkata - [•], hereinafter collectively referred to as the **OWNERS** (which term or expression in the case of the company shall mean and include its successor and/or successors in office/interest and assigns and in the case of the individuals their respective heirs, legal representatives, executors, administrators and assigns) of the **ONE PART**

AND

ANANDVANN DEVELOPERS LLP, (LLP IN: ACI-8008, PAN: ACGFA6388P) a Limited Liability Partnership Firm within the meaning of the Limited Liability Partnership Act, 2008 having its registered office at 19A, Sarat Bose Road, P.O.- Lala Lajpat Rai Sarani, P.S.- Bhawanipore, Kolkata- 700020 represented by its Designated Partner, Harshit Khetawat (PAN AUBPK2669L/AADHAAR 3179 5811 7800) son of Surendra Kumar Khetawat, residing at 19A, Sarat Bose Road, P.O. Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata-700020, hereinafter referred to as the **'Promoter'** (which term or expression shall, unless excluded by or repugnant to the subject or context or meaning thereof, mean and include its

partners for the time being and such other person or persons who may be admitted as the partners thereof and their respective heirs, executors, administrators, legal representatives and/or assigns) of the **OTHER PART**;

AND

Mr./Ms. [•] (Aadhar No. [•] / (PAN No.[•]) son/daughter of [•], aged about [•], residing at [•], hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors, representatives and/or assigns) of the **OTHER PART**;

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

WHEREAS:

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

- 1) "**Act**" means the Real Estate (Regulation and Development) Act, 2016.
- 2) "**Allottee**" means the person to whom an apartment/unit in the Project particularly, has been allotted, sold or otherwise agreed to be allotted, sold or transferred by the Promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such apartment/unit is given on rent.
- 3) "**Apartment**" whether called a flat or premises or suit or tenement or by any other name, means a separate and self-contained part of the building of the Project and includes one or more rooms or enclosed spaces located on one or more floors or any part thereof in the Building, used or intended to be used for any residential and/or commercial purpose.

4) "**Additional/ Further Constructions**" shall mean all future vertical and exploitation of the Building and/or the Project Land by way of additional/further construction in the Project Land including by raising of any additional floor/storey/construction over the roof of the Building (including the ultimate roof) and/or by way of construction of additional buildings/structures in the open land/spaces in the Project Land that may be made by the Promoter and such Additional/Further Construction may be made from time to time and the owners and occupiers thereof shall have similar rights as the Allottee herein in respect of the common areas;

5) "**Association**" shall mean association (s) of all the allottees of the Project formed or that may be formed hereafter in accordance with the terms of the West Bengal Apartment Ownership Act, 1972 at the instance of the Promoter for the Common Purposes with such rules and regulations as shall be framed by the Promoter.

6) "**Architect(s)**" shall mean Sanon Sen & Associates who has been appointed as the architects for the Project by the Promoter and/or such other architects whom the Promoter may from time to time appoint as the architects for the Project.

7) "**Building**" shall mean the B+G+21 storied building in the Project including such open or covered areas, constructions and/or structures therein, as may be constructed by the Promoter on the Project Land from time to time. The 5th to 21st floors consists of residential apartments, the Ground and the 1st Floor consists of commercial units, and 2nd 3rd and 4th Floor consists of parking spaces for the Residential Segment.

8) "**Built-Up Area**" in relation to an apartment/unit shall mean the floor area of that apartment including the area of balconies and terraces, if any attached thereto, and also the thickness of the walls (external or internal) and the columns and pillars therein Provided That if any wall, column or pillar be common between two apartments/units, then one-half of the area under such wall column or pillar shall be included in the built-up area of each such apartment/unit.

9) “**Carpet Area**” shall mean the net usable floor area of an apartment/unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah areas and exclusive open terrace areas, but includes the area covered by the internal partition walls of the apartment, as more particularly defined in the Act.

10) “**Common Expenses**” shall mean and include all expenses for the maintenance, management and upkeep of the Building, the Project Common Areas, Amenities and Facilities, the Residential Common Areas, Amenities and Facilities, and also the expenses for Common Purposes of the allottees and shall be payable proportionately by the allottee periodically as part of maintenance charges.

11) “**Common Purposes**” shall include the purposes of managing and maintaining the Building and in particular the Project Common Areas, Amenities and Facilities, the Residential Common Areas, Amenities and Facilities, and the rendition of services in common to the allottees of the Project, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the allottees of Project, and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective apartments/units exclusively and the common areas, amenities and facilities in common.

12) “**Corporation**” shall mean the Kolkata Municipal Corporation and its different departments and officers and shall also include other concerned authorities that may recommend, comment upon, approve, sanction, modify, extend and/or revise the Plans;

13) “**Date of Possession**” shall mean the date on which the Allottee was handed over possession of the Said Apartment, i.e., _____;

14) “**Exclusive Open Terrace/s**” shall mean the open terraces attached and/or appurtenant to only specified apartments in the Building, the use, enjoyment and ownership of which shall be exclusive to Allottee(s) of such apartment and shall not form part of the Residential Common Areas, Amenities and Facilities and/ or the Project Common Areas, Amenities and Facilities;

15) "**Parking Area**" shall mean such spaces in the Project that may be sanctioned by the competent authority as a parking space.

16) "**Plan/Plans**" shall mean the plans of the Building which have been sanctioned and approved by the Kolkata Municipal Corporation bearing Building Sanction No. 2025010018 dated 19th May, 2025, for the construction of 1 (one) B+G+21 storied mixed-use residential and commercial building on the Project Land and shall also, wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architects including variations/modifications/alterations therein that may be made by the Promoter, if any, as well as all revisions, renewals and extensions, if any.

17) "**Project**" shall mean the work of development of an integrated real estate project on the Project Land presently named as "**ANANDVAAN**", comprising of 3 (three) wings including two segments being Residential Segment and Commercial Segment in a B+G+21 storeyed building wherein the 5th to 21st floors consists of residential apartments alongwith the Residential Common Areas, Amenities and Facilities, and the ground to 1st floors consists of commercial spaces/ units, and the car parking spaces, other built-up areas or spaces and other the Project Common Areas, Amenities and Facilities.

18) "**Project Land**" shall mean **ALL THAT** piece and parcel of land being approximately sanction, more or less, lying and situate at the Municipal Premises No. 2A/1 B.K. Paul Lane, Ward No. 3, Borough No. I, Kolkata 700030 P.S. Chitpur within the limits of the Kolkata Municipal Corporation, more particularly mentioned and described in **Part - I of Schedule- A** hereunder written.

19) "**Project Common Areas, Amenities and Facilities**" shall also mean other built-up areas or spaces and other common areas, amenities and facilities, including but not limited to all passages, pathways, approach roads, internal roads, entrances, main entrances, gates, gardens, parks, sewerage and water lines or pipes, ducts, water storage reservoirs, electrical installations, electricity wires, cables, drainage, open or covered spaces, amenities, which are earmarked and meant for the use of both the allottees of the said Residential Segment, and the said Commercial

Segment, that may be built or installed by the Promoter from time to time for the use and enjoyment thereof by all the allottees of the Project more particularly mentioned in the **Part-II of Schedule-C** hereunder written.

- 20) **“Proportionate Undivided Share”** in relation to an apartment shall mean the proportionate variable undivided indivisible and impartible share in the Residential Common Areas, Amenities and Facilities that is attributable to such apartment at any point of time. The Proportionate Undivided Share also includes the proportionate, variable undivided and impartible share in the Project Common Areas, Amenities and Facilities and the Project Land save and except the Relocation Segment, in the proportion the area of the apartment/unit bears to the total area of all the apartments/units in the Project.
- 21) **“Regulations”** means the Regulations made under the Real Estate (Regulation & Development) Act, 2016.
- 22) **“Residential Common Areas, Amenities and Facilities”** shall mean such common areas, amenities and facilities that may be built or installed by the Promoter from time to time which are earmarked for the exclusive use of the allottees and/or occupiers of the Residential Segment including and more particularly mentioned in the **Part-I of Schedule-C** hereunder written.
- 23) **“Relocation Area”** shall mean the identified a portion of the Project Land on the southern side of the Project Land wherein the Promoter has constructed a G+4 storied residential building together with Relocation Common Areas, Amenities and Facilities.
- 24) **“Relocation Common Areas, Amenities and Facilities”** shall mean such common areas, amenities and facilities that may be built or installed by the Promoter from time to time which are earmarked for the exclusive use of the existing occupants of the Project Land.

25) “**Relocation Segment**” shall mean the Relocation Area along with the Relocation Common Areas, Amenities and Facilities and any development or additions in the Relocation Area.

26) “**Rules**” means the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016.

27) “**Said Apartment** ” shall mean the residential apartment being Apartment No.[■] having carpet area of [■] square feet, more or less, built up area of [■] square feet, more or less, with an exclusive open terrace adjoining the Apartment containing a built up area of [■] sq ft (50% of the same constituted as chargeable area) amounting to Agreed Chargeable Area of [■] sq. ft., on the [■] floor along with [■] closed/mechanical parking space being Parking Space No. [•] **TOGETHER WITH** the pro rata right in the Residential Common areas, Amenities and Facilities of the Project as permissible under applicable laws **AND TOGETHER WITH** the right to use and enjoy the Project Common Areas, Amenities and Facilities in common with the other allottees of the Project, more particularly mentioned and described in the **Part- I of Schedule-B** hereunder written **AND** delineated in Green colour on the Plan annexed hereto.

28) “**Said Sale Agreement**” shall mean the Agreement dated [•] made between the Promoter herein, therein also referred to as the Promoter of the First Part, and the Allottee herein, therein also referred to as the Allottee of the Second Part, and registered with [•], in Volume [•], Book No. [•], from Pages [•] to [•], whereby the Promoter has agreed to sell and the Allottee has agreed to purchase the Said Apartment at and for the consideration and on the terms and conditions therein contained.

29) “**Masculine**” gender shall include the “**Feminine**” and “**Neuter**” genders and vice versa.

30) “**Singular**” number shall include the “**Plural**” and vice versa.

B. The Promoter is the absolute and lawful owners of the property more fully described in **Part-I of the Schedule-A** hereto and delineated in the Plan/Map annexed hereto and bordered in red thereon (the “**Project Land**”). The Devolution of Title of the Promoter to the Project Land is described in **Part II of the Schedule A** hereunder written.

C. The Owners and the Promoter have entered into a Joint Development Agreement dated 19th May, 2025, and registered with the District Sub- Registrar- III in Book No. I, Vol No. 1603-2025, Pages 230693 to 230739 being Deed No. 160309113 for the year 2025 (hereinafter referred to as “**the said Joint Development Agreement**”) for development of a real estate project on the Project Land. The Owners have also granted a Power of Attorney dated 19th May, 2025, to the Promoter (hereinafter referred to as “**the said Power of Attorney**”) to act in their place and stead and to represent them in all matters and purposes concerning the said proposed real estate project on the Project Land. The said Power of Attorney was caused to be registered with the D.S.R. III, in Book No. I, Volume No. 1603-2025, Pages 265207 to 265236, Being No. 160310160 for the year 2025.

D. The Project Land comprises of an integrated real estate project thereon called “**Anandvann**” to consist as per the present sanctioned plan, a B+G+21 storeyed building consisting of three Wings, wherein a portion of the 5th floor and the 6th to 21st floors consists of residential apartments alongwith such areas, amenities and facilities which are earmarked for the exclusive use of the allottees and/or occupiers of the residential segment and more particularly described in **Part I of the Schedule C** hereunder written (hereinafter referred to as the said “**Residential Common Areas, Amenities and Facilities**”) (collectively hereinafter referred to as the said “**Residential Segment**”) and the ground and 1st floors consists of commercial spaces/ units, together with the car parking spaces on the 1st floor (hereinafter collectively referred to as the said “**Commercial Segment**”). The 2nd, 3rd and 4th floors will be used as car parking spaces for the Residential Segment. The 5th floor contains some residential apartments and also contains certain common areas, amenities and facilities forming part of the Residential Common Areas and Amenities; In addition to the aforesaid, the Project Land is developed to comprise of other built-up areas or spaces and other common areas, amenities and facilities, which are earmarked and meant for the use of both the allottees of the said Residential Segment, and the said Commercial Segment and more

particularly described in **Part II** of the **Schedule C** hereunder written (hereinafter referred to as the said "**Project Common Areas, Amenities and Facilities**") and as may be modified with sanction of the [•] hereinafter collectively referred to as the said "**Project**". Further, the Owners have identified a portion of the Project Land on the southern side of the Project Land hereinafter referred to as the "**Relocation Area**" wherein the Owners/Promoter intend to construct a G+4 storied residential building together with common areas, amenities and facilities earmarked for the exclusive use of the existing occupants of the Project Land and other allottees ("**Relocation Common Areas, Amenities and Facilities**") and such development on the Relocation Area is hereinafter referred to as the "**Relocation Segment**".

- E. The Promoter obtained a plan sanctioned by the Kolkata Municipal Corporation, being Building Sanction No. 2025010018 dated 19th May, 2025 ("**Sanctioned Plans**") for the construction of B+G+21 storied mixed-use residential and commercial building ("**the said Building**") on the Project Land.
- F. By the said Sale Agreement, the Promoter has agreed to sell and the Allottee has agreed to purchase **ALL THAT** the Said Apartment at or for the consideration and on the terms and conditions, morefully therein contained.
- G. The Promoter has since caused to be completed construction of the Said Apartment in accordance with the Sanctioned Plans, save and except modifications and changes made in compliance with applicable law, and have obtained the completion certificate from the Kolkata Municipal Corporation vide its letter dated [■].
- H. By the Said Sale Agreement, the Promoter agreed to sell and the Allottee agreed to purchase the Said Apartment having carpet area of [•] square feet, built-up area of [•] square feet, super-built up area of [•] square feet with an exclusive open terrace adjoining the Said Apartment containing a built up area of [■] sq ft (50% of the same shall be constituted as chargeable area) amounting to Agreed Chargeable Area of [■] sq. ft. However, in as much as upon completion of construction of the Said Apartment, the area of the Said Apartment has now been finalized as carpet area of [•] feet, built-up area of [•], super-built-up area of [•] square feet with an exclusive open terrace adjoining the Said Apartment containing a built up area of [■] sq ft (50% of the same

shall be constituted as chargeable area) amounting to Agreed Chargeable Area of [■] sq. ft, and the same is mentioned in the **Part-I of Schedule-B** written hereunder and the parties herein agreed to the same. In terms of the said Sale Agreement, the Total Consideration payable towards the Said Apartment has been accordingly revised and the same is finalized as mentioned hereunder.

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

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

NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in consideration of the sum of [•] by the Allottee to the Promoter paid at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt and Memo of Consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof doth hereby acquit release and forever discharge the Allottee and the Said Apartment being hereby conveyed), the Promoter doth hereby grant convey sell transfer release assign and assure unto and in favour of the Allottee **ALL THAT** the Said Apartment, more particularly mentioned and described in **Part-I of Schedule-B** hereunder written, **TOGETHER WITH** the pro rata share in the Residential Common areas, Amenities and Facilities of the Project, morefully mentioned in **Part I of Schedule C** as permissible under applicable laws **AND TOGETHER WITH** the right to use and enjoy the Project Common Areas, Amenities and Facilities in common with the other allottees of the Project as and when they are constructed or made ready and fit for use, morefully mentioned in **Part II of Schedule C** hereto **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the Said Apartment **AND** all the estate right title interest property claim and demand whatsoever of the Promoter into or upon the Said Apartment **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the Said Apartment **TO HAVE AND TO HOLD** the Said Apartment and every part thereof unto and to the use of the Allottee absolutely and forever **SUBJECT NEVERTHELESS TO** the Allottee's covenants and agreements hereunder contained and on the part of the Allottee to be observed fulfilled and performed (including the restrictions terms conditions covenants and obligations set forth in the said Sale Agreement and agreed to be paid, performed, observed and fulfilled by the Allottee during the period of his ownership of the Said Apartment) **AND ALSO SUBJECT** to the Allottee paying and discharging all municipal and other rates taxes and impositions on the Said Apartment wholly, and the Common Expenses, as more fully and particularly mentioned and described in the **Schedule-D** hereunder written

proportionately, and all other outgoings in connection with the Said Apartment wholly and the Project proportionately.

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

- 1) The right, title, and interest which the owners/Promoter doth hereby profess to transfer subsists and that the owners/Promoter have good right, full power and absolute authority to grant, sell, convey, transfer, assign and assure unto and to the use of the Allottee, the Said Apartment in the manner aforesaid.
- 2) The Project Land is free from all encumbrances, mortgages, charges, liens, lis pendens, attachments, trusts, uses, debutters, tenancies, permissive possessors or occupiers, leases, thika tenancies, restrictions, restrictive covenants, vesting, acquisition, alignments, claims, demands and liabilities, whatsoever or howsoever, and that the Vendor has a good and marketable title to the Project Land.
- 3) There are no litigations pending before any court of law or authority with respect to the said Project Land/Project or the Said Apartment.
- 4) It shall be lawful for the Allottee, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained, to hold use and enjoy the Said Apartment and every part thereof and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Promoter or any person or persons claiming through under or in trust for them or any of them **AND** freed and cleared from and against all manner of encumbrances trusts liens and attachments whatsoever save only those as are expressly mentioned herein.
- 5) The Promoter for the time being, and subsequently the Association, after handing over the charge of maintenance and management of the Project to the Association by the Promoter, shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Allottee make do acknowledge execute

and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the Said Apartment hereby granted sold conveyed and transferred unto and to the Allottee in the manner aforesaid as shall or may be reasonably required by the Allottee.

- 6) The Promoter shall transfer the advance deposit of an amount equivalent to 1 (One) year's estimated ad-hoc maintenance charges ("Maintenance Deposit") and sinking fund received from the Allottee in terms of the Agreement for Sale to the Association upon its formation, subject to deductions and charges as mentioned therein.
- 7) The Promoter for the time being, and the Association, upon the Promoter handing over all documents of title to the Association, shall unless prevented by fire or some other irresistible force or accident from time to time and at all times hereafter upon every reasonable request and at the costs of the Allottee produce or cause to be produced to the Allottee or to their attorneys or agents at or before any trial, examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the said Project and also shall at the like request and costs of the Allottee deliver to the Allottee such attested or other copies or extracts therefrom as the Allottee may require and will in the meantime unless prevented as aforesaid keep the same safe unobiterated and uncancelled.
- 8) In case any structural defect or any other defect in workmanship is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, the Promoter shall rectify such defects without further charge, within 30 (thirty) days, and in the event of the Promoter's failure to rectify such defects within such time, the Allottee shall be entitled to receive appropriate compensation under applicable laws. It is clarified that the above said responsibility of the Promoter shall not cover defects, damage or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Allottee or its nominee/agent (iii) case of force majeure (iv) failure to maintain the amenities/equipment (v) accident and (vi) negligent use. Provided that where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of

the Said Apartment/building and if the annual maintenance contracts are not done/renewed by the Allottee and/or the Association, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the respective vendors/manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the apartments and the common project amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Apartment/Building includes minor hairline cracks on the external and internal walls excluding the RCC, structure which occur due to shrinkage in concrete, block work/brick work, plaster, which is inherent property of cementitious material and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. Any claim raised by the Allottee for structural defects shall only be considered valid and raised after confirmation of the same by the structural engineer as appointed by the Promoter for the instant Project from time to time. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee, it shall be necessary for the Allottee to provide the Promoter or its men agents and representatives reasonable opportunity to inspect, assess, and determine the nature of the purported defect (if any). Notwithstanding anything contained hereinbefore, it is expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of the purported defect, alters the state and condition of the area of the purported defect, then in such event, the Promoter shall be relieved of its obligations contained hereinbefore. The Allottee is aware that the said Building is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Building at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's obligation to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Allottee and/or the association of allottees shall have no claim(s) of whatsoever nature against the Promoter in this regard. If there

are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee has taken over possession of the Said Apartment, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes; b) If there are changes, modifications or alteration in electrical lines and wirings after the Allottee has taken over possession of the Said Apartment, the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations; c) If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations; d) If the Allottee after taking physical possession of the Said Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Said Apartment by making any changes in the Said Apartment then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter; e) If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee or his/her/their/its agents in the manner in which same is required to be maintained; g) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the common areas and/or in the Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.

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

II. THE ALLOTTEE DOTH HEREBY COVENANT WITH THE OWNERS AND THE PROMOTER as follows:

- 1) The Allottee has also examined and satisfied himself/herself/itself about the title of the Project Land and about all the permissions and licenses issued by the concerned authorities, including those relating to occupation of the Building, installation, maintenance and user of lift, tube-well, generator and other utilities and facilities at the said Project and fire safety under the West Bengal Fire Service Act, 1950 and Rules made thereunder and also acquainted themselves and accepted and agree to comply with the norms, conditions, rules and regulations with regard to the use and enjoyment thereof as well as of water, electricity, drainage, sewerage, etc.
- 2) The Proportionate share of the Allottee shall be variable depending on Additional/Further Constructions, if any, made by the Promoter from time to time and the Allottee hereby irrevocably consents to the same. Any such variation shall not affect the Total Price / Agreed Consideration and no claim can be raised regarding the same by the Allottee and the Allottee shall not be entitled to and covenants not to demand any refund out of the Total Price / Agreed Consideration paid by the Allottee on the ground of or by reason of any variation of the proportionate share.
- 3) The Allottee has irrevocably consented and/or hereby irrevocably consents that the Promoter shall be entitled to make in future Additional/Further Constructions by way of additional/further construction in the Project Land including by raising of any additional floor/storey/construction over the roof of the Building (including the ultimate roof) and/or by way of construction of additional buildings/structures in the open land/spaces in the Project Land and shall at its absolute discretion be entitled to make from time to time additions or alterations to or in the Building and/or the Residential Common areas, Amenities and Facilities and the Project Common areas, Amenities and Facilities and such future Additional/Further Constructions/exploitation shall belong exclusively to the Promoter who shall be entitled to sell, transfer, convey and/or otherwise deal with and dispose of the same in any manner whatsoever and appropriate all

considerations and other amounts receivable in respect thereof. For the aforesaid purpose the Promoter is entitled to shift any part of the Residential Common areas, Amenities and Facilities and the Project Common areas, Amenities and Facilities (including common areas and installations, lift machine rooms and water tanks) to the ultimate roof and also to make available the common areas and all utility connections and facilities to the Additional/Further Constructions. The Promoter shall, if required, be entitled to obtain necessary permission / sanction from the concerned authorities regarding the above or get the same regularized/approved on the basis that the Promoter has an irrevocable sole right in respect of the same and the Allottee has irrevocably consented and/or hereby irrevocably consents to the same. It is agreed that such modifications, additions and/or alterations shall not affect the Agreed Consideration / Total Price and that the total number of Residential Common areas, Amenities and Facilities and the Project Common areas, Amenities and Facilities mentioned in Schedule 'C' shall not be reduced to the detriment of the Allottee.

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

future on the Said Apartment or on the Project by any Government or Statutory Authority or Authorities, wholly in case the same relates to the Said Apartment and proportionately in case the same relates to the said Project.

- iii) Electricity charges for electricity consumed in or relating to the Said Apartment directly to the electricity supplying body.
- iv) Maintenance charges and proportionate share of all Common Expenses (excluding any contribution towards major repairs, renovation, etc. in or for the Building, as may be required at any time in future) as shall be assessed on the Said Apartment and demanded from time to time by the Promoter for the time being or, upon its formation, the Association, as the case may be. The said maintenance charges and the proportionate share of all Common Expenses shall however be subject to revision from time to time as be deemed fit and proper by the Promoter for the time being, or the Association upon its formation, after taking into account the common services provided at the Project.

6) All payments mentioned herein shall, unless so otherwise mentioned, in case the same be monthly payments, shall be made to the Promoter or upon its formation, to the Association, within 7 (seven) days of each and every month for which the same becomes due and otherwise within [•] days of the Promoter or its nominee leaving its bill for or demanding the same at the above address of the Allottee and the Allottees shall keep the Promoter and the Association, upon its formation, indemnified against all losses damages costs claims demands actions and proceedings that may arise due to non payment or delay in payment thereof.

7) The apportionment of the liability of the Allottee in respect of any item of expenses, tax, duty, levy or outgoings payable by the Allottee in respect of the Said Apartment shall be done by the Promoter for the time being and the Association upon its formation and the same shall be final and binding on the Allottee and the Allottee shall not be entitled to raise any dispute or objection of any nature whatsoever nor shall the Allottee be entitled to hold the Promoter or its nominee or the Association responsible to furnish any accounts, vouchers, bills, documents etc. or render explanation of expenses incurred by it in any manner.

- 8) The Allottee shall within 3 (three) months from the date hereof apply for and obtain separate assessment of the Said Apartment from the concerned authority, and the Promoter shall sign necessary papers and declarations as may be required. In case the Allottee fails to have such separate mutation effected, then the owners and the Promoter shall be at liberty to have the same effected as the constituted attorney of and at the costs and expenses of the Allottee.
- 9) The Allottee shall permit the Promoter for the time being and, upon its formation, the Association and their surveyors or agents with or without workmen and others at all reasonable times upon 48 hours prior notice, except in case of emergency, to enter into and upon the Said Apartment and every part thereof for the purpose of repairing reinstating rebuilding cleaning lighting and keeping in order and good condition the sewers drains pipes cables water courses gutters wires structures or other conveniences belonging to or serving or used for the Building and also for the purpose of laying down reinstating repairing and testing drainage and water pipes and electric wires and cables and for similar purposes and also to view and examine the state and condition of the Said Apartment, and the Allottee shall make good all defects leakages and want of repairs within 30 days from the date of receiving notice in writing from the Promoter or the Association.
- 10) From the date of execution hereof and till the continuance of its ownership of the Said Apartment, the Allottee shall:
 - i) use the Said Apartment only for residential purpose in a decent and respectable manner and for no other purposes;
 - ii) use the parking area, if any, is expressly allotted to the Allottee hereunder, only for the purpose of parking of his own medium sized motor vehicles;
 - iii) use the Project Common Areas, Amenities and Facilities in common with the allottees of the Project and the Residential Common Areas, Amenities and Facilities in common with the allottees of the Residential Segment and also to keep the same in a clean and orderly manner free from obstructions and encroachments and not store or allow anyone else to store any goods articles

or things in the staircase, lobby, landings, pathways, passages or in any other common areas of the Project;

- iv) carry out any work directed to be carried out in respect of the Said Apartment by any competent authority;
- v) do or permit to be done any act or thing which is likely to cause nuisance, annoyance or danger to the other allottees, their guests, employees, agents, staff;

11) The Allottee shall not make any structural additions or alterations to the Said Apartment (including internal partition walls, etc.) nor to the Building nor shall change or alter or permit the alteration in the outside colour scheme of the exposed walls or any external walls or the elevation or façade of the Building or the Said Apartment and also not to decorate or paint or clad the exterior of the Said Apartment otherwise than in the manner as be agreed to by the Promoter for the time being and upon its formation, the Association, in writing. However, the Allottee will be allowed to make changes to the main door of the Said Apartment.

12) The Allottee is aware, has understood and agrees that the Said Apartment along with the parking space allotted, and shall be treated as a single indivisible unit for all purposes and the Allottee shall have no right to part with the said parking space under any circumstance whatsoever.

13) The Allottee is aware, has understood and agrees that the ground and 1st floors consists of commercial spaces/ units, and the allottee(s) of such Commercial Segment shall have the exclusive use of the Commercial Segment along with the pro rata right to use and enjoy the Project Common Areas, Amenities and Facilities in common with the other allottee(s) of the Residential Segment and the Commercial Segment of the Project. However, allottee (s) of the Commercial Segment shall not have any access to the common roof of the building, the Relocation Common Areas, Amenities and Facilities, the Residential Segment, the Residential Common areas, Amenities and Facilities including but not limited to the proposed Club, which shall be used and enjoyed only by the allottees and/or occupants of the Residential Segment and their guests. The Allottee having understood the same, hereby accords his/her/ its consent to the proposed scheme

of development and undertakes not to raise any claims and/or objections thereto at any time hereafter.

- 14) That the Commercial Segment shall be open for public at large and shall not be exclusively for the use and enjoyment of the allottees and/or occupiers of the Project. The Allottee further agrees and hereby records its consent not to claim any rights over such Commercial Segment or on any part thereof, now or any time in the future even after formation of their Association, in any manner whatsoever and shall have no objection that the Commercial Segment and the units therein being transferred and/or allotted by the Promoter on commercial terms to third parties and being used and/or utilized by such third parties, their men, agents and the public at large, for such specific purpose.
- 15) The Allottee has been made expressly aware that the occupants of the Relocation Area shall have unhindered access of the Relocation Common Areas, Amenities and Facilities earmarked for the exclusive use of the existing occupants of the Project Land. The occupants of the Relocation Area, shall have a separate ingress and egress to their residential Relocation Area and shall not have any rights whatsoever in the Residential Segment, the Commercial Segment and all common areas of the Project save and except the right to ingress and egress to their respective units therein. It is recorded herein and the Allottee is aware that the Relocation Area and the Relocation Common Areas, Amenities and Facilities shall not be maintained by the Promoter and/or the Association on formation and the occupiers of such Relocation Area shall be responsible to carry out their own maintenance.
- 16) The Allottee further agrees and covenants with the Promoter that the Allottee shall at all times hereafter allow and permit unhindered access and use of the Project Common Areas, Amenities and Facilities to the other allottees and/or occupiers of the Project and of the Residential Common Areas, Amenities and Facilities to the allottees and/or occupiers of the Residential Segment. The Promoter accordingly agrees and covenants with the Allottee that the Allottee shall likewise be entitled to the unhindered access and use of the Project Common Areas, Amenities and Facilities on reciprocal arrangement.

17) The Allottee further covenants that if at any time subsequent hereto, the said Proportionate Undivided Share of the Allottee is to be conveyed and transferred to the Association in compliance with any applicable laws, then the Allottee agrees to co-operate with the Promoter without any demand or delay to have the said Proportionate Undivided Share transferred to the Association by attending the execution and registration of the Deeds of Transfer made in favour of the Association and bearing the proportionate cost of such transfer, as may be assessed by the Promoter or the Association. In case the Allottees refuse to or delays in getting such transfer done within the time required by the Promoter or the Act or Rules or Regulations or any other laws applicable from time to time, then the Promoter shall as the constituted attorney of the Allottees be entitled to execute such Deeds of Transfer and present the same for registration before the appropriate authority / Registrar and to also do all such acts and deeds, as are consequent and/or incidental thereto.

18) The Allottee expressly acknowledges, affirms, and undertakes that certain amenities and facilities, including but not limited to the _____, _____, _____, and the _____, which are forming part of the Residential Common Areas, Amenities, And Facilities and/or Project Common Areas, Amenities, And Facilities, shall also be used jointly and in common by the Relocation Segment and shall continue to remain so at all times, irrespective of any change in circumstances, ownership, management, or control.

19) It is clarified and agreed that the Allottee, whether individually or jointly with others, and/or the Association upon its formation, shall not object to, obstruct, or interfere with the access, use, operation, or maintenance of the aforementioned amenities and facilities. The Allottee further agrees that all costs relating to their operation, upkeep, repair, or replacement shall be borne solely by the allottees of the Project, as determined by the Promoter or the Association of Allottees, without any claim for reimbursement or contribution from users of the Relocation Segment. The Allottee expressly waives any right to raise objections or claims in this regard.

- 20) The Allottee shall not do any work which would jeopardize the soundness or safety of the Project, reduce the value thereof or impair any easement nor shall the Allottee add any material structure or excavate any additional basement or cellar or encroach upon any part of the common and open space including the common areas and facilities.
- 21) The Allottee shall, in using the Said Apartment , not do or permit to be done any act, deed or matter or thing which may tend to cause any disturbance or annoyance or nuisance to the Promoter for the time being, and upon its formation, the Association, as the case may be, or the other occupants of the Building or occupants of any adjoining or neighboring property, nor use or permit or suffer the Said Apartment or any part thereof for any illegal, immoral, undesirable or anti-social purposes, nor carry on or permit to be carried on in the Said Apartment any offensive, noisy or dangerous practice nor store or permit to be stored any hazardous or combustible or contraband or illegal articles in the Said Apartment.
- 22) The Allottee shall not, at any time, claim any title, share, right, and/or interest of any nature whatsoever, except as specifically conveyed herein, in any areas of the Project save and except the Said Apartment. The Allottee shall only have user rights in the Project Common Areas, Amenities and Facilities and the Residential Common Areas, Amenities and Facilities to the extent required for beneficial use and enjoyment of the Said Apartment, which the Allottee hereby accepts and agrees that the Allottee shall not, under any circumstances, raise any claim of ownership of any component or constituent of the Project Common Areas, Amenities and Facilities or the Residential Common Areas, Amenities and Facilities.
- 23) The Allottee is aware and agrees that neither any of the (i) open and covered spaces in the Building and the Project Land not included in the Residential Common Areas, Amenities and Facilities and the Project Common Areas, Amenities and Facilities as morefully mentioned in Schedule C hereunder, (ii) Roof of the Building at the Project Land excluding the Common Roof Area, (iii) other Apartments, Units and Parking Area in the Building (except the right to park medium sized car(s) in the allotted parking space) and/or the Project Land, (iv)

Exclusive Open Terrace attached and/or appurtenant to other Apartments, and (v) right of further construction on any part of the open land/space comprised in the Project Land or raising of any additional floor/storey/construction on the roof of the Building including the roof area is intended to be transferred, nor the same shall be transferred in favour of the Allottee in as much as the same shall belong exclusively to the Promoter and the Allottee shall have no right, title, interest, claim or entitlement whatsoever in respect thereof and the Promoter shall be entitled to use, utilise, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by the Promoter in their absolute discretion, without any reference to the Allottee who hereby consents to the same and hereby disclaims, relinquishes, releases and/or waives any right, title, interest, entitlement or claim that the Allottee may be entitled to, both in law or in equity, in favour of the Promoter.

- 24) That the Allottee shall not keep in the parking space, if any, anything other than cars or use the said parking space for any purpose other than parking of cars or two wheelers or raise any kucha or pacca construction, grilled wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein.
- 25) That the Allottee shall not use the name/mark of the Promoter in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the Said Apartment and if the Allottee does so, the Allottee shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark of the Promoter
- 26) The Allottee shall abide by, observe and perform all rules regulations and restrictions from time to time made in force by the Promoter for the time being and upon its formation the Association (including those contained in the said Sale Agreement and in these presents) or the appropriate authorities for the user and management of the Project and every part thereof and in particular the Residential Common Areas, Amenities and Facilities and the Project Common Areas, Amenities and Facilities

27) Notwithstanding anything to the contrary contained elsewhere in this Deed or otherwise it is hereby expressly agreed and made clear as follows:

- i) The open and covered Parking Area sanctioned by the Kolkata Municipal Corporation are meant to be used only for parking cars by the Allottees of this Project only.
- ii) The total number of open and covered parking area in the Project exceeds the total number of apartments/units in the Project. The sizes of the apartments are different and the car parking space requirement of the Allottees also varies.
- iii) For the sake of certainty and clarity and to avoid any confusion, specified car parking spaces are being earmarked and allotted along with specified Apartments so that the same cars are parked in the same space every day.
- iv) Accordingly, at the request of the Allottee, the Promoter has allotted the said Parking Area for exclusive use by the Allottee.

28) Notwithstanding anything to the contrary contained elsewhere it is hereby made clear that any area not included in the Residential Common areas, Amenities and Facilities and the Project Common areas, Amenities and Facilities that remains unsold shall belong exclusively to the Promoter and the Promoter shall be entitled to deal with and dispose of the same in any manner they deem fit and appropriate the consideration for the same.

29) The Allottee shall comply with and not permit the violation of any laws, rules, regulations, bye-laws, ordinances, judgements, or court orders, as may be applicable, and keep the Promoter and the Association indemnified against all damages, losses and costs as may arise out of any illegal act of the Allottee.

30) The Allottee shall undertake responsibility for any acts done by their relatives, servants, guests and representatives in the Building and keep the Promoter for the time being and upon its formation, the Association, as the case may be, indemnified against all damages, losses and costs as may arise out of any act done by the Allottee's relatives, servants, guests and representatives.

- 31) The Allottee shall not do or permit to be done any act deed or thing which may render void or voidable any policy of insurance of any unit/apartment or any part of the Building or may cause any increase in the premium payable in respect thereof;
- 32) That the Allottee shall not store any furniture in the lobby area or any of the Residential Common Areas, Amenities and Facilities and/or the Project Common Areas, Amenities and Facilities. A penalty may be imposed by the Promoter and/or the Association on the Allottee for any violation of this covenant.
- 33) That the Allottee shall not change the design of the lobby area, except as determined by the Promoter. Violation of this covenant shall expose the Allottee to be liable to pay compensation and damages to the Promoter and/or the Association as it may deem fit.
- 34) The Allottee shall not seek partition or division or separate possession in respect of the Said Apartment under any circumstances.
- 35) The Allottee shall not enclose the terrace/ balconies/utility areas under any circumstances.
- 36) The Allottee shall not for any reason, directly or indirectly, make or cause any obstruction, interruption, hindrance, impediment, interference or objection in any manner relating to or concerning the completion of the Building and/or the transfer, sale or disposal of any other Apartment or portion of the Building. In default, the Purchaser shall be responsible and liable for all losses and damages which the Promoter may suffer in this regard.
- 37) The Allottee shall pay all amounts and deposits that are payable by the Allottee under the said Sale Agreement and/or this Deed and/or which are the liability of the Allottee under the said Sale Agreement and/or this Deed even if the same are demanded and/or become payable subsequent to the execution of this Deed. It is expressly clarified that the Allottee shall be liable to pay all taxes, outgoings and arrears including but not limited to Goods and Services Tax payable, whether

existing or as may be imposed, increased or enhanced or levied at any time in future on the Said Apartment or on the Project by any statutory authority.

- 38) The Allottee shall be solely responsible to maintain the Said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Said Apartment or the Residential Common areas, Amenities and Facilities and the Project Common areas, Amenities and Facilities which may be in violation of any laws or rules of any authority or change or alter or make additions to the Said Apartment and shall keep the Said Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 39) The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 40) The Allottee hereby accords its consent to the Promoter that the Promoter shall have full right, title, interest to use and utilize any additional FSI/FAR in respect of the Project Land in compliance with applicable law, which may be made available even after this Deed has been executed and the Allottee(s) or any member of the Association shall not raise any objection of whatsoever nature for the same.
- 41) Besides the additions and alterations permissible under the Act and/or Rules, the Allottee hereby records its consent and authorizes the Promoter to carry out modifications, additions and alterations within permissible and/or prevailing norms regarding the construction and the specifications of the Building, the common areas, the ground floor layout and/or the Said Apartment as may be deemed necessary and/or as may be advised by the definite and/or as may be required by any authority including the Kolkata Municipal Corporation. Prior to the booking of the Said Apartment the Allottee had been informed and made

aware that the ground floor layout including the common areas and its location may undergo changes and/or modifications and the Allottee has consented to and/or hereby records its consent to the such modifications.

III. AND IT IS HEREBY MUTUALLY AGREED DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO as follows:

- 1) The properties benefits and rights hereby conveyed unto and in favour of the Allottee is and shall be one lot and shall not be partitioned or dismembered in part or parts and the Allottee shall also not claim any division, separate possession, or partition in the Project Land towards its said Proportionate Undivided Share appurtenant to the Said Apartment. It is further agreed and clarified that any transfer of the Said Apartment by the Allottee shall not be in any manner inconsistent herewith and the covenants herein shall run with the land and the transferee of the Allottee shall be bound to abide by the rules and regulations framed for the Building and become a member of the Association.
- 2) The Promoter shall be entitled at all times to install, display and maintain its name and/or logo on the roof (including ultimate roof) of the Building and/or other areas in the Building and/or the Project Land by putting up hoardings, display signs, neon-signs, lighted displays, etc. without being required to pay any charges for the same, and no one including the Allottee and the Association shall be entitled to object or to hinder the same in any manner whatsoever.
- 3) The Allottee shall pay the all taxes and outgoings as levied by the Corporation or any other statutory authority in respect of the Said Apartment from the Date of Possession. Other liabilities payable by the Allottee under this Deed or otherwise in respect of the Said Apartment including maintenance charges, other impositions, outgoings and expenses etc. shall be paid by the Allottee with effect from the Date of Possession. In case the Allottee was granted access to the Said Apartment for the purpose of fit-outs, furniture, etc. prior to the Date of Possession, then the electricity charges and the Fit Out Chagres (as detailed in the Said Sale Agreement) shall be paid by the Allottee with effect from the date the

Allottee was granted access to the Said Apartment for the purpose of fit-outs, furniture, etc.

- 4) All the apartments/units and other constructed areas as well as the other open and covered spaces in the Project, until the same be disposed of by the Promoter, shall remain the exclusive property of the Promoter and the Allottee shall not claim any right or share therein.
- 5) After the allotment and transfer of all the apartments in the Project or earlier, as the case may be, the Association of the allottees shall be formed and the Allottee herein shall be a member thereof, having voting rights therein in accordance with the Act and the Rules. The Allottee shall, sign and execute all papers, documents, declarations and applications for the purpose of formation of the Association and its taking charge of the acts relating to the Common Purposes.
- 6) The Articles, Rules, Regulations etc. of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect.
- 7) In terms of the Real Estate (Regulation and Development) Act, 2016, the Promoter is, *inter alia*, required to execute a registered conveyance deed in respect of the Said Apartment and parking area, if any, in favour of the Allottee and in respect of the undivided proportionate title in the common areas in favour of the Association. The West Bengal Apartment Ownership Act, 1972 mandates the formation of the Association but the process for such formation can be started only after grant of completion certificate. The Association shall have members who are owners of apartments and units in the Project. The Association is intended to be registered in due course (“**Association**” which expression shall mean and include the Association as finally registered). Even though the Association is not formed as yet, the Allottee has requested for immediate completion of sale of the Said Apartment, to convey the Said Apartment to the Allottee and to convey the proportionate share of land and of the areas taken up by the Residential Common Areas, Amenities and Facilities and the Project Common Areas, Amenities and Facilities to the Allottee in trust and for the benefit of the Association in which the

Allottee shall be one of its members, if directed or required to do so by a competent authority or if decided so by the Promoter. Accordingly, this Deed is being executed.

- 8) Until such time the Association is formed and takes charge of the acts relating to the Common Purposes, the Promoter or its nominees shall manage and maintain the Project and look after the Common Purposes subject however to the Allottee making payment of the proportionate share of maintenance charges, the Common Expenses and all other charges and expenses in terms hereof. The Promoter shall also be entitled to a management fee at a percentage of the total maintenance fees to be decided by the Promoter together with applicable GSTthereon. In the event that the Promoter engages a nominee for the acts relating to the Common Purposes, references to the Promoter herein with regard to the Common Purposes shall thenceforth be deemed to be reference to such nominee.
- 9) Upon formation of the Association and its taking charge of the acts relating to the Common Purposes all the rights and obligations with regard to the Common Purposes shall be and/or stood transferred by the Promoter and/or its nominee to the Association. All references to the Promoter herein with regard to the Common Purposes shall thenceforth be deemed to be reference to the Association.
- 10) In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amounts payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder, then the Promoter and upon its formation and taking charge of the acts relating to the Common Purposes, the Association, shall, without prejudice to the generality of the foregoing, be entitled to, in addition to all measures morefully contained in **Schedule-D:-**
 - (i) claim interest at the rate of 15 % per annum on all the outstanding amounts
 - (ii) to demand and directly realise the amounts becoming due and payable to the Allottee by any tenant or licensee or other occupant in respect of the Said Apartment.

- (iii) discontinue supply of water to the Said Apartment.
- (iv) Disconnect electricity in the Said Apartment.
- (v) use of all other utilities and facilities (including lift) to the Allottee and his family members, guests, tenants or licensees.
- (vi) Put up a notice of default at the notice board and/or other places in the common area as maybe deemed fit and proper, highlighting the name of the Allottee and the amounts due, in the interest of all the allottees of the Project.

11) The bills for maintenance charges / Common Expenses, electricity charges, and other charges payable by the Allottee to the Promoter and/ or their nominees and upon its formation to the Association, shall be deemed to have been served upon the Allottee, in case the same is left in the Said Apartment.

12) In the event that any provision of this Deed is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indication of the same is received by either of the parties of any relevant competent authority, the parties shall amend the provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of the parties, it may be severed from this Deed and the remaining provisions of this Deed shall remain in full force.

13) The Allottees shall bear registration charges including the stamp duty, registration fees, legal fees and such other expenses in respect of registration of this Deed of Conveyance.

14) The Promoter, may, at its sole discretion, without prejudice to its rights as set out in this Deed, waive the breach by the Allottee in not complying with the terms and conditions set out herein. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be a precedence and/or binding on the Promoter to exercise such discretion in the case of other allottees. Failure on the part of the parties to enforce at any time or for any period of time the provisions hereof shall not be construed

to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

- 15) All other provisions, right and obligations, covenants and representations, contained in the Said Agreement, which are not in conflict with this Deed, shall be treated as part and parcel of this Deed and shall be deemed to be incorporated in this Deed by reference.

SCHEDULE - A

PART I (PROJECT LAND)

ALL THAT piece and parcel of land being approximately 7847.4425 Square Meters, more or less, lying and situate at the Municipal Premises No. 2A/1 B.K. Paul Lane, Ward No. 3, Borough No. I, Kolkata 700030 P.S. Chitpur within the limits of the Kolkata Municipal Corporation and butted and bounded in the following manner:

ON THE NORTH :	B.K. Paul Land and Dum Dum Road;
ON THE EAST :	Premises No.2A, B.K. Paul Lande; RBI Staff Quarters
ON THE SOUTH :	By Beerpara Lane
ON THE WEST:	By the factory of National Engineering Industries Limited at Premises No. 2 Beerpara Land

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

Part - II
Devolution of Title

(i) One (i) Yogmaya Rastogi; (ii) Krishna Kumar Rastogi; (iii) Dileep Rastogi; (iv) Anubha Rastogi; (v) Runeet Rastogi; (vi) Ritika Rastogi; (vii) Shruti Rastogi; (viii) Rashmi Rastogi; (ix) Shivani Rastogi; (x) Kaustubh Rastogi; (xi) Shashi Rastogi; (xii) Afshan Abba alias Aparna Rastogi; (xiii) Anuja Rastogi; (xiv) Apurva Rastogil (xv) Narendra Kumar Rastogi; (xvi) Meera Rastogi; (xvii) Manish Rastogil; (xviii) Neha Rastogi; (xix) Mili Rastogi; (xx) Birendra Kumar Rastogi; (xxi) Rashmi Rastogi; (xxii) Priyanka Rastogi; (xxiii) Aditi Rasotig; (xxiv) Akriti Rastogi, were absolutely seized and possessed of ALL THAT the piece and parcel of land measuring about 5 (Five) Bighas, 13 (Thirteen) Cottahs 14 (Fourteen) Chittacks 17 (Seventeen) Square Feet with constructions thereon and comprising of: (i) premises No. 2A/1, B. K. Paul Lane, Kolkata – 700030 containing land measuring about 5 (Five) Bighas 10 (Ten) Cottahs 11 (Eleven) Chittacks more or less together with several brick built buildings, RT sheds and other constructions thereon and (ii) premises No. 2B, B. K. Paul Lane, Kolkata – 700030 containing land measuring about 3 (Three) Cottahs 3 (Three) Chittacks 17(seventeen) Square Feet more or less together with a brick built building, RT sheds and other constructions thereon (“Larger Property”).

(ii) By virtue of a Deed of Conveyance dated 14th Day of December, 2011, registered with the District Sub Registrar III, Alipore, South 24 Parganas in Book No. I ,C.D. Volume No. 2, Pages 1262 to 1302 Being No. 00295 for the year 2012, the Owners herein became entitled to the Larger Property.

(iii) The Owners have duly mutated their names in the records of the Kolkata Municipal Corporation as Owners of the said Larger Property under Assessee Nos .110030300099 & 110030300038 respectively.

(iv) The Owners have since caused to amalgamate the two premises being premises No. 2A/1 and Premises No. 2B, B K Paul Lane into one single premises being premises No. 2A/1, B K Paul Lane, P.S. Chitpur, Kolkata – 700030 in the records of the KMC under Assessee No. 110030300099.

(v) By virtue of a land survey, it was found that the actual area of the Larger Property is 5 Bigha, 17 Katha, 6 Chittacks and 8.3 sq feet and accordingly the Owners executed Deed of

Boundary Declaration dated 26.07.2024 and registered with the District Sub Registrar - III, Alipore, in Book No. I, Vol No.1603-2024 in Pages 323749 to 323768 being Deed No. 160312469 for the year 2024 , declaring and recording such revised area of the Larger Property („Revised Larger Property“).

(vi) Subsequent thereto, by a Deed of Gift (Corner Splay) dated 26th September 2023, and registered with the District Sub Registrar - III, Alipore, South 24 Parganas, in Book No. I, Vol No. 1603-2023 in Pages 399736 to 399756 being Deed No. 160315187 for the year 2023, the Owners gifted a portion of the Revised Larger Property being ALL THAT piece and parcel of land containing by measurement an area of 1.3347 Square Meters, more or less, in favour of Kolkata Municipal Corporation absolutely and forever.

(vii) Subsequent thereto, by a Deed of Gift dated 29th July 2024, and registered with the District Sub Registrar - III, Alipore, South 24 Parganas, in Book No. I, Vol No. 1603-2024 in Pages 335161 to 335179 being Deed No. 160312617 for the year 2024, the Owners gifted a portion of the Entire Property being ALL THAT piece and parcel of land containing by measurement an area of 33.96 sq ft, more or less, on the Northern side of the said Revised Larger Property in favour of Kolkata Municipal Corporation absolutely and forever.

(viii) The remaining portion of the Revised Larger Property being ALL THAT piece and parcel of land containing by measurement an area of 7847.4425 Square Meters, more or less, is hereinafter referred to as Project Land. The Owners herein thus are jointly the absolute lawful owners and fully seized and possessed of and/or otherwise well and sufficiently entitled to the Project Land.

SCHEDULE - B

Part - I

Said Apartment

ALL THAT residential apartment being Apartment No. [■] having carpet area of [■] square feet, more or less, built up area of [■] square feet, more or less, super built up area of [■] square feet, with an exclusive open terrace adjoining the Apartment containing a built up area of [■] sq ft (50% of the same shall be constituted as chargeable area) amounting to Agreed Chargeable Area of [■] sq. ft., on the [■] floor along with [■] closed/mechanical parking space being Parking Space No. [•], developed in accordance with the Specifications as mentioned in **Part - II** of the **Schedule B**, **TOGETHER WITH** the pro rata right in the Residential Common areas, Amenities and Facilities of the Project as permissible under applicable laws **AND TOGETHER WITH** the right to use and enjoy the Project Common Areas, Amenities and Facilities in common with the other allottees of the Project **AND** delineated in Green colour on the Plan annexed hereto.

Part - II

(SPECIFICATIONS OF THE APARTMENT)

SPECIFICATIONS, AMENITIES, FACILITIES WHICH ARE PART OF THE SAID APARTMENT

- **FOUNDATION & STRUCTURE**
 - i. Structure Design for the optimum seismic consideration as stipulated by the IS Code.
 - ii. Foundation with RCC piles and pile caps.
 - iii. RCC framed super-structure with ACC Block/Fly ash bricks as per design.
 - iv. Anti-termite treatment during various stages of construction.
- **BUILDING ELEVATION**
 - i. Towers meticulously designed, painted as per the Architect's Design.
- **LIVING / DINING ROOM**
 - i. Flooring : Vitrified Tiles
 - ii. Wall & Ceiling : Putty for smooth finish.
 - iii. Main Door : Wooden/WPC Frame with Teak Finish/WPC Flush Door.
 - iv. Hardware & Fittings : Godrej/Yale/Hafele or equivalent make.
- **BEDROOMS**
 - i. Flooring : Vitrified Tiles
 - ii. Wall & Ceiling : Putty for smooth finish.
 - iii. Door : Wooden/WPC Frame with Teak Finish/WPC Flush Door..
 - iv. Hardware & Fittings : Godrej/Yale/Hafele or equivalent make.
- **BALCONY**
 - i. Flooring : Matte Finish Tiles.
 - ii. MS / Glass Railings, as per Architect's Design.
- **KITCHEN**
 - i. Flooring : Vitrified Tiles.
 - ii. Walls : Ceramic Tiles upto 2 feet height above the counter.
 - iii. Ceiling : Putty for smooth finish.
 - iv. Doors : Wooden/WPC Frame with Teak Finish/WPC Flush Door. (As per Architect)
 - v. Hardware & Fittings : Godrej/Yale/Hafele or equivalent make.
 - vi. Counter : Granite stone counter top g. Plumbing : Stainless steel sink with water provision

- **WINDOW**
 - i. Aluminum Power-Coated Windows with clear glass .
- **ELECTRICAL**
 - i. Modular Switches of Havells/Anchor/North-West or equivalent make with copper wiring.
- **TOILETS**
 - i. Flooring : Anti-skid Vitrified tiles.
 - ii. Wall : ceramic tiles upto 7ft. height.
 - iii. Ceiling : putty for smooth finish.
 - iv. Doors : Wooden/WPC Frame with Teak Finish/WPC Flush Door. (As per Architect)
 - v. Hardware & Fittings : Godrej/Yale/Hafele or equivalent make.
 - vi. Sanitary-Ware : Parryware/Jaquar/ Essco or equivalent make.
 - vii. CP Fittings : Parryware/Jaquar/ Essco or equivalent make.
- **LIFT**
 - i. Automatic Lift of Otis/Kone or equivalent make.
- **GROUND FLOOR LOBBY**
 - i. Flooring : Combination of Large Sized Vitrified tiles as per Architect's design.
 - ii. Walls: Premium Finish as per Architect's Design.
- **TYPICAL FLOOR LOBBY**
 - i. Flooring : Combination of Large Sized Vitrified Tiles as per Architect's design.
 - ii. Walls : Premium finish as per Architect's Design.

SCHEDULE - C

Part - I

Residential Common Areas, Amenities, and Facilities

- (i) Landscape Area
- (ii) Club on the 5th Floor- Gym, Games Room, Community Hall, Multi purpose courts
- (iii) Swimming Pool
- (iv) Zen Garden
- (v) Intercom Network (if any)
- (vi) Broadband, Wi-Fi, cable connections (if any).
- (vii) Parking Ramps to 2nd,3rd,4th floor.
- (viii) External Ultimate Roof
- (ix) All floor lobbies and common area from the 5th floor to the ultimate roof.

Part - II

Project Common Areas, Amenities, and Facilities

- (i) Remaining land after deducting the Relocation Area from the Project Land.
- (ii) Staircases, Mumpties and Ramps upto the 1st Floor of the building
- (iii) Ground Floor Lobbies
- (iv) All common lobbies and corridors on the ground floor, and common toilets in the Project apart from common lobby of 1st floor (commercial segment)
- (v) All service shafts, ducts and Electrical Meter Room
- (vi) Underground tank
- (vii) Lift well and its Machine Room.
- (viii) Pathway and Driveways,
- (ix) STP
- (x) Fire Refuge Platforms
- (xi) Gate Goomty exclusive to Project
- (xii) Boundary wall and main gates of the project property
- (xiii) Water supply System
- (xiv) Drainage and sewerage pipeline and connection with municipal corporation outlet

- (xv) Electricity Connection
- (xvi) Underground facilities and their connections with municipal inlets and outlets
- (xvii) STP and rain water harvesting
- (xviii) Plumbing and HVAC system
- (xix) System for receiving and distributing Electricity from supply agency.
- (xx) Power backup generators
- (xxi) Fire Fighting System
- (xxii) Portions of the ultimate Roof other than those portions thereof required for putting signage, neon light or advertisement material of this Project or other real estate Projects of the Promoter or its sister concern and for utilities
- (xxiii) Generator Set
- (xxiv) Building Management System
- (xxv) Parking Ramps to Basement & 1st Floor
- (xxvi) Common Area Security System.
- (xxvii) Building Management System

SCHEDULE - D
Common Expenses

- 1. MAINTENANCE:** All costs and expenses for maintaining, white-washing, painting, repainting, repairing, renovating and replacing the common area machineries, equipment installations and accessories for common services, utilities and facilities (including the outer walls of the Buildings).
- 2. OPERATIONAL:** All expenses for running and operating all machineries, equipments, installations and accessories for common facilities and utilities (including generator, lifts, water pump with motor etc.).
- 3. STAFF:** The salaries of and all other expenses on the staff to be employed for the Common Purposes (including bonus and other emoluments and benefits).
- 4. ASSOCIATION:** Establishment and all other expenses of the Association (including its formation) and also similar expenses of the Promoter or any agency looking after the Common Purposes until handing over the same to the Association.
- 5. TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the Project or the Building or any part thereof (save those assessed separately in respect of the Said Apartment).
- 6. INSURANCE:** Insurance premium for insuring the Building against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
- 7. COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities (including electricity, water, etc.) and all charges incidental thereto.
- 8. RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
- 9. OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Promoter and/or the Association for the Common Purposes.

SCHEDULE - E

1) Allottee's Covenants:

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

1.1 Allottee aware of and satisfied with common amenities and facilities and specifications:

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

- a. Allottee to mutate and pay rates & taxes:** The Allottee shall (1) pay all fees and charges and cause mutation in the name of the Allottee in the records of Kolkata Municipal Corporation within 3 months from the execution of the Deed of Conveyance, and (2) pay the rates& taxes (proportionately for the Project and wholly for the Said Apartment from the date of possession notice and until the Said Apartment is separately mutated and assessed in favour of the Allottee), on the basis of the bills to be raised by the Promoter / Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the aforesaid bills.

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

1.3. Charge/Lien:

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

1.4. Obligations of Allottee:

The Allottee shall:

i) **Co-operate in management and maintenance:**

Co-operate in the management and maintenance of the Residential Common Areas, Amenities and Facilities by the Promoter /Association (upon formation), as applicable.

ii) **Observing Rules:**

Observe the rules framed from time to time by the Promoter/Association (upon formation) for the beneficial common enjoyment of the Residential Common Areas, Amenities and Facilities and the Project Common Areas, Amenities and Facilities.

iii) **Paying Electricity Charges:**

Pay for electricity and other utilities consumed within due dates in or relating to the Said Apartment from the date of fit out.

iv) **Meter and Cabling:**

Be obliged to draw electricity lines/wires, television/DTH cables, broadband/fiber data cables/wifi routers, wifi boosters, wifi hub, etc. and telephone cables to the Said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other apartment owners. The main electricity meter shall be installed only at the space designated for common meters. The Allottee shall under no circumstances be entitled to hook, affix, draw or string wires, cables, dish antennae, broadband/fiber routers or pipes from, to or through any part or portion of and outside walls of the building in which the Apartment is located save in the manner indicated by the Promoter / Association (upon formation).

v) **Residential Use:**

Use the Apartment for residential purpose only. Under no circumstances shall the Allottee use or allow the Apartment to be used for commercial, industrial or other non-residential purposes. The Allottee shall also not use or allow the Apartment to be used as a religious/social/cultural establishment, political establishment/party office, hotel, guesthouse, Air B&B, service apartment, mess, hostel, boarding house, warehouse for online/offline B2B/B2C sales or for e-commerce companies, restaurant/café/cloud kitchen, Quick Service Restaurant (QSR) establishment, nursing home/clinic, club/society, school, tuition center, children's creche/day care center, pet creche or other public gathering place. The Allottee shall not make any religious endowment of the Apartment in any manner whatsoever.

vi) **Maintenance of Apartment:**

Repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes and other fittings and fixtures inside the Apartment, at the cost of the Allottee.

vii) **Use of Common Toilets:**

Ensure that the domestic help/service providers visiting the Said Apartment use only the common toilets and while so using, keep the common toilets clean and dry.

viii) **Use of Spittoons / Dustbins:**

Use the dedicated spittoons / dustbins located at various places in the Project and to avoid littering.

ix) **No Alteration:**

Not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Apartment and the building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Apartment.

x) **No Structural Alteration and Prohibited Installations:**

Not alter, modify or in any manner change the structure or any civil construction in the Said Apartment and the building. The Allottee shall not install any dish-antenna on the balcony and/or windows of the Building and/or on any external part of the Building and/or the roof thereof. In the event the Promoter and/or the Association coming to know of any change

made by the Allottee then the Promoter and/or the Association shall be entitled to demolish the changes and restore the Said Apartment at the cost of the Allottee. In the event any change is made by the Allottee after the date of Deed of Conveyance, then also the Promoter and/or the Association shall be entitled to demolish the changes and restore the Said Apartment to its original position at the cost of the Allottee. The Allottee shall be liable to make payment of the aforesaid cost without raising any objection as liability for payment of the same has arisen due to default of the Allottee. In addition to the cost of such repairs, the Allottee shall be liable to make a lump sum payment of Rs. _____/- (Rs. _____ only) to the Owner/ Promoter per structural alteration/ damage caused by it.

xi) No Air Conditioning Without Permission:

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

xii) No Collapsible Gate:

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

xiii) No Grills :

Not install any grill and/or box grill on the balcony verandah or windows

xiv) No Sub-Division:

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

xv) No Change of Name:

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

xvi) No Nuisance and Disturbance:

Not to use the Said Apartment or the Common Areas or the parking space, if any, or permit the same to be used in such manner or commit any act, which

may in any manner cause nuisance or annoyance to other occupants of the Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others.

xvii) **No Storage:**

Not to store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.

xviii) **No Obstruction to Promoter/Association:**

Not to obstruct the Promoter / Association (upon formation) in their acts relating to the common areas, amenities and facilities and not obstruct the Promoter in constructing on other portions of the Building, and selling or granting rights to any person on any part of the said Building.

xix) **No Obstruction of Common Areas:**

Not to obstruct the pathways and passages of the common areas or use the same for any purpose other than for ingress to and egress from the Said Apartment.

xx) **No Violating Rules:**

Not to violate any of the rules and/or regulations laid down by the Promoter / Association (upon formation) for the use of the common amenities and facilities.

xxi) **No Throwing Refuse:**

Not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common areas save at the places indicated therefor.

xxii) **No Injurious Activities:**

Not to carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Apartment, the parking space, if any, the said Building, the common areas, including but not limited to acts of vandalism, putting up posters and graffiti.

xxiii) **No Storing Hazardous Articles:**

Not to keep or store any offensive, legally banned, combustible, obnoxious, hazardous, industrial or dangerous articles in the Said Apartment.

xxiv) No Signage:

Not to put up or affix any sign board, neon glow signs, banner/poster, hoarding, flex sign, name plate, coloured films on the windows or other things or other similar articles in the common areas, inside or outside the windows and/or the outside walls of the Said Apartment/said Building save at the place or places provided therefor provided that this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the Said Apartment.

However, the Promoter shall be entitled at all times to install, display and maintain its name, brand and/or logo on a portion of the roof and/or other areas in the Building and/or the Premises by putting up hoardings, display signs, neon signs, lighted displays, etc. on the ultimate roof and all costs regarding the same shall form part of Common Expenses and no one including the Allottees and the Association shall be entitled to object or to hinder the same in any manner whatsoever. No one including the Allottees and the Association shall have any right to remove and/or damage the name and/or brand and/or logo installed and/or displayed and/or maintained by the Promoter.

xxv) No Floor Damage:

Not to keep any heavy articles or things that are likely to damage the floor or install and operate any machine or equipment save usual home appliances.

xxvi) No Installing Generator:

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

xxvii) No Misuse of Water:

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

xxviii) No Damage to Common Portions:

Not to damage the Residential Common Areas, Amenities and Facilities and the Project Common Areas, Amenities and Facilities in any manner and if such damage is caused by the Allottee or the family members, invitees, servants, agents or employees of the Allottee, the Allottee shall compensate for the same.

xxix) No Animal Slaughter

Not to kill, slaughter or otherwise harm or injure animals, livestock or birds etc. within the Apartment, Building and/or the Project Land or on any portion thereof, under any circumstances whatsoever, including for any religious purpose or otherwise.

xxx) **No Hanging Clothes:**

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

xxxi) **No Smoking in Public Places:**

Not to smoke in public areas of the Building and not to throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but to dispose them in dustbins after ensuring that the fire is fully extinguished from such cigarettes.

xxxii) **No Plucking Flowers:**

Not to pluck flowers or stems from the gardens.

xxxiii) **No Littering:**

Not to throw or allow to be thrown litter in the common areas of the said Project.

xxxiv) **No Trespassing:**

Not to trespass or allow trespass over lawns and green plants within the common areas.

xxxv) **No Overloading Lifts:**

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

xxxvi) **No Use of Lifts in Case of Fire:**

Not to use the lifts in case of fire.

xxxvii) **No Covering of Open Spaces:**

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

xxxviii) **To pay Goods & Service Tax:**

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

xxxix) **To affix Nameplate:**

To affix nameplate at the designated place only.

xl) **Pet policy:**

The Allottee shall remain fully responsible for any pets kept by it. Acquisition of such pet must conform to applicable laws, and the pet must timely receive all necessary vaccinations. No pet shall be allowed within the Residential

Common Areas, Amenities and Facilities and/or the Project Common Areas, Amenities and Facilities unless such pet is controlled by a responsible adult on a leash or in a pet carrier. The Allottee shall confine pet walks to the designated areas and shall obey all rules relating to pets on the Residential Common Areas, Amenities and Facilities and/or the Project Common Areas, Amenities and Facilities. The Allottee shall maintain meticulous hygiene standards for their pet and shall promptly and immediately pick up, clean and remove any solid waste and/or droppings deposited by their pet within the such area.

1.6. Notification regarding Letting/Transfer:

If the Allottee lets out or transfers the Said Apartment, the Allottee shall immediately prior to such transfer, notify the Promoter /Association (upon formation) of the tenant's/transferee's address and telephone number and clear all pending dues, if any, payable to the Promoter and/or the Association.

1.7. No Right in Other Areas:

The Allottee shall not have any right, title and interest, claim or entitlement whatsoever over or in respect of the Project/Building (s) save and except the Said Apartment and the share in the Residential Common Areas of the Project, and the Allottee shall not raise any dispute or make any claim with regard to the Promoter either constructing or not constructing on the remaining land not being a part of the Project.

2. Promoter's Covenants:

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

2.1 No Creation of Encumbrance:

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

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

SIGNED AND DELIVERED

by the within named PROMOTER

at Kolkata in the presence of:

SIGNED AND DELIVERED

by the within named ALLOTTEE

at Kolkata in the presence of:

RECEIPT RECEIVED

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

(RUPEES _____ ONLY)

MEMO OF CONSIDERATION

RECEIVED as follows :

(RUPEES _____ ONLY)

WITNESSES :

Signature of the Promoter

DATED THIS DAY OF ____, 2025

BETWEEN

ANANDVANN DEVELOPERS LLP

.....PROMOTER

AND

(_____)

.....ALLOTTEE

DEED OF CONVEYANCE

Fox & Mandal LLP

206, AJC Bose Road,

Kolkata