

CONVEYANCE DEED

Place of Execution. : Cuttack
Sale Consideration : Rs.
Circle Rate : Rs.
Stamp Duty : Rs.
Registration Charges : Rs.

1.	Type of Property	:	Residential Flat
2.	Details of Property	:	Flat No. _____ on the _____ Floor in Tower- _____
3.	Project Name	:	ACRERISE AURA PH - II (Hereinafter referred to as "Said Project")
4.	Full Address of project	:	Patapur, Trishulia, Cuttack, Odisha, Pin Code - 754005, Plot No 925, Khata No-225/451 and Plot No 921/1327, Khata No-225/553, Mouza : Patapur
5.	Standard of measurement	:	Sq. meters
6.	Carpet Area of Flat	:	
7.	Balcony Area of Flat	:	
8.	Boundaries of the Flat	:	EAST : WEST : NORTH : SOUTH :
9.	Boundaries of the Building	:	EAST : WEST : NORTH : SOUTH :

This Conveyance Deed is drawn and executed at Cuttack on this _____ Day of _____

Acrrerise Realty LLP
[Signature]
Designated Partner

M/s. **Acrerise Realty LLP**, LLPIN. No. **AAZ-4759** having its registered office at A295, AT/PO/PS-Sahid Nagar, Bhubaneswar-751007 represented through its designated partner **Sheikh Mairajul Haque**, S/o- Sheikh Amanul Haque, aged about 36 YEARS, Resident of - Reba Duplex, Reba Bagicha, Kalfa, P.S. Ialbag, Dist Cuttack, Occupation -Business, PAN ACPPH2385E, AADHAR _____, MOB _____, GPA holder for Plot no. 925, and 921/1327 (**here in after referred to as the "PROMOTER"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators, Directors, authorized representatives, permitted assignees etc.) of **THE FIRST PART**.

AND

Mr. / Mrs. _____, aged about _____ years, S/W/D/o, _____ by caste: _____ by Profession: _____, resident at : _____, Dist. _____, PAN No. _____, Aadhaar No _____, Mob: _____, here in after referred to and described as the **"BUYER"** (which expression shall mean and include his/her/their legal heirs/successors/executors/administrators, assignees etc.) of the **SECOND PART**.

WHEREAS: -The delineation of the Genesis and flow of title in respect of the Schedule of property as described here is in question shortly stated that: -

- A.** The flow of title in (**Plot No 925, Khata No-225/451, Area Ac0.800dec**) is as follows:
The Settlement Record of Right of Khata No 56, Plot No.925 extent of A0.800dec. under Mouza: Patapur framed and published by Govt. of Orissa under the provision of Sub-section 4, Section 13 of O.C.H & P.F.L Act, 1972, and finally published in 19th Nov 1983 in accordance with provision contained in Sub-Section 2 of section 22 read with Rule 26 of the O.C.H & P.F.L Rule, 1973 originally stand recorded in the name of Gelhei Khatua, Caste-kayasta, resident of Samanta Sahi, Cuttack. She enjoyed the said property/ies lawfully with peaceful possession without any dispute having valid right, title interest and possession over the same.

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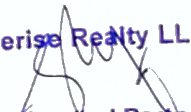
Gelhei Khatua sold the property i.e. A0.800dec. , Plot No.925 by virtue of Regd. Sale Deed vide Document No.2040 on dt.13.05.2002 to **Meena Rout**, W/o- Keshab Chandra Rout resident of Sankarpur, Parida Sahi, P.O-Arunodya Market, Madhupatana ,Cuttack. **Meena Rout** sold the above property to Smt Saraladevi Sethia ,W/o- Suresh Kumar Sethia, resident of Rajabagicha, PO-Telenga Bazar, PS-Purighat, Dist Cuttack vide-RSD No-2133, Area Ac0.800 dec ,Plot No-925.

On dated 16/10/2009 **Smt. Saraladevi Sethia** executed a sale deed vide No- 5682. In RSD No-5682 Smt. Saraladevi Sethi sold Khat No-225/86,Plot No-925 area of Ac0.800 dec to Ch.Yamini, W/o- Ch.Thirupataiah residence of Plot No-616, Mahanadivihar, Dist- Cuttack on dated16/10/2009. Subsequently Ch.Yamini mutated in her name vide mutation case no-1664/11,and got ROR from Tahasildar Baranga vide Mutation Khata No 225, Plot No 925, Area Ac0.800 dec and thereafter Ch Yamini executed a RSD vide document No- 10391300092, Dt-04/01/2013 in favour of **Sri Bijay Kumar Mishra**, S/o- Late Baikunatha Mishra resident of Old Hostel Road, PO/PS/Dist- Nayagarh. Mr.Bijay Kumar Mishra get mutation ROR vide Khata No- 225/451, Area Ac 0.800 dec. vide mutation case No-242/2013

B. The flow of title in **(Plot No 921/1327, Khata No-225/553, Area Ac0.400dec)** is as follows:

The Settlement Record of Right of Khata No 10, Plot No.921 extent of Ac4.090dec. under Mouza: Patapur framed and published by Govt. of Orissa under the provision of Sub-section 4, Section -13 of O.C.H & P.F.L Act, 1972, and finally published in 19th Nov 1983 in accordance with provision contained in Sub-Section 2 of section 22 read wiith Rule 26 of the O.C.H & P.F.L Rule, 1973 originally stand recorded in the name of **Aswini Kumar Mitra & Others**, Caste- kayasta-,resident of Madhubana, Baranga, Cuttack. They enjoyed the said property/ies lawfully with peaceful possession without any dispute having valid right, title interest and possession over the same.

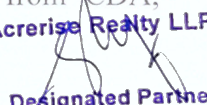
Rathindra Mitra is the Son of Aswini Kumar Mitra one of the coparceners of the above property. After amicable partition between the co-share of the property along with other properties this property fell in the share of Aswini Kumar Mitra. He became the absolute owner of the said property. After the death of Aswini Kumar Mitra the same

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come to devolve upon the seller and his three brothers Manabendra Mitra, Samarendra Mitra, Raghabendra Mitra & Mother Kamala Mitra who became the joint owners in separate possession for some length of time. However again there being an amicable partition of joint landed property among Rathindra Mitra & his brothers & mother the said property fell his absolute share who became the exclusive rightful owner in peaceful possession & has been paying it's rent & obtaining receipt thereof. **Rathindra Mitra** sold the property i.e. A0.400dec. , Plot No.921/1327 by virtue of Regd. Sale Deed vide Document No.1167 on dt.17.02.2010 to **Ch.Yamini & Ch.Malyadri**.

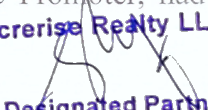
Ch.Yamini & Ch.Malyadri sold the above property and executed a RSD vide document No- 10391304595, Dt-04/06/2013 in favour of **Sri Bijay Kumar Mishra**, S/o- Late Baikunatha Mishra resident of Old Hostel Road, PO/PS/Dist-Nayagarh. Mr.Bijay Kumar Mishra get mutation ROR vide Khata No-225/553, Area Ac0.400dec. vide mutation case No-1972/2013.

The Recorded tenant **Bijay Kumar Mishra** having been nourishing a desire to Develop the Residential Apartment over the Schedule of Property here-in-after and in view to effectuate the said object and to perform certain things over the schedule of Property and selling of such flats, **Bijay Kumar Mishra** appoint, empower and constitute the **ACRERISE REALTY LLP**. a Limited Liability partnership firm, incorporated under Limited Liability partnership Act 2008, having its Principal office At. A/295, AT/PO/PS-Sahid Nagar, Bhubaneswar-751007, represented by its Designated Partner Mr. Sheikh Mairajul Haque, aged about 36 years, S/o- Sheikh Amanul Haque, Resident of Reba Duplex, Reba Bagicha, Kafla, P.S-Lalbag, Dist-Cuttack, caste- Muslim by profession-Business, PAN-ACPPH2385E, Aadhar No-8082 7809 1636 , as their sole "Attorney" for development of Residential Apartment and sale of such same as per agreed revenue shares between them. Thereby he executed two Regd. General Power of Attorney vide Document No 10392107266, dt. 30.11.2021 & Document No. 10392107269, dt. 30.11.2021 and Two Regd. Development Agreement vide Document No, 10392107265 dt.01.12.2021 & Document No. 10392107264 dt.01.12.2021 before the Sub-Registrar Cuttack in favour of **ACRERISE REALTY LLP** , in which the Developer shall complete the proposed Residential Duplex Houses 60 months on receipt of Approved Plan from CDA,

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ORERA registration certificate, NOC from Central Ground Water Authority, Electrical Department and NOC from other require Departments.

- C. By virtue of the aforesaid registered GPA, the Promoter became the seized and possessed of the said Larger Property and hold vacant and peaceful possession of the same and to construct Apartment/building/s thereon and has alone the sole and exclusive right to sell the Residential unit of all kinds to be constructed by the Promoter on the said Larger Property and to enter into agreement/s with the Buyer thereof and to receive sale price in respect thereof.
- D. The Cuttack Development Authority has granted the necessary Permission to develop the project consisting of 101 units (Residential) known as “**ACRERISE AURA PH - II**”- within the Larger Property vide approval **No. 7768/CDA on dt. 23.06.2023, File No. PLN-BDP-01/2023** in the name of the Promoter.
- E. The Promoter has developed the land area admeasuring Plots Area **Area Ac. 1.200 dec. i.e. 4856.18 Sq.m.** (approx) while Project Possession Area is: **4200.58 Sq.m.** (approx) and Net Plot Area for project as per CDA approval is **4114.73 Sq.m.** (approx) by constructing Residential Apartment in Phase II of the Larger Property inter alia which shall be registered as a ‘real estate project’ with the Odisha Real Estate Regulatory Authority, vide ORERA registration bearing No. _____ Under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 read with the provisions of the Odisha Real Estate Regulatory Authority Regulations, 2017 (as amended from time to time) and the other Rules, Regulations, Circulars and Rulings issued thereunder from time to time.
- F. The Promoter has received the **Occupancy Certificate** issued by _____, concern authority vide Ref. No. _____ dated _____ in respect of the building/sand structures of ‘**ACRERISE AURA PH - II**’ where the said Apartment/Residential housing unit is situated. A copy of the Occupancy Certificate is enclosed herewith as **ANNEXURE-A**.
- G. The Buyer being desirous of owning a Apartment/Residential housing unit in the “**ACRERISE AURA PH - II**” - developed by the Promoter, had entered into an

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Agreement for Sale dated _____ executed at Cuttack SRO wherein the Promoter had agreed to sell and transfer to the Buyer the Apartment/Residential housing unit measuring a Carpet Area of square meters and Exclusive Areas appurtenant to the said Unit _____ Sq.mts

- H.** The Buyer had applied for booking of an apartment/flat/unit in the Project, and was allotted with the Apartment No. (hereinafter, referred to as the “**Apartment**”) having carpet area of square feet or square meters, balcony area _____ square feet or square meters, Type- BHK, on..... Floor in Tower-....., along with the exclusive right to use one free parking space along with undivided proportionate interest in the common areas (hereinafter referred to as the “**Common Areas**”). Thereafter, on the **Promoter** executed an agreement for sale in favor of the Buyer for sale of the **Apartment** on
- I.** The layout plan of the flat agreed to be purchased by the Buyer, has been annexed and marked as Schedule. The specification provided in Flat is annexed hereto and marked as Schedule; the common areas and facilities for the project are described in Schedule.
- J.** The Buyer after satisfying himself/herself/itself/themselves about the title of the land, the rights of the Promoter and after inspection of the building plans/layouts and the construction approval that has been issued by the Cuttack Development Authority, designs and specifications prepared by the Promoter as well as the sanction letter by the competent authorities and all other necessary permissions for construction and development of the “**ACRERISE AURA PH - II**”- within the Larger Property, has purchased the said "FLAT" more particularly detailed and described in Schedule.
- K.** The Parties hereby confirm that they are signing this conveyance deed with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State of Odisha and related to the “**ACRERISE AURA PH - II**”- within the Larger Property;

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L. The Buyer has paid the entire Sale Consideration, Additional Outgoings and other charges as stated in the said Agreement for Sale dated _____ and final call letter datedand now has come forward to take upon possession of the said "FLAT" Along with taking upon vacant and peaceful possession of the said "FLAT" , now the Buyer have requested the Promoter to convey the said "FLAT" more particularly described in the Schedule hereunder written, by executing which the Promoter has agreed upon the terms, conditions and consideration asset out.

NOW THEREFORE IN FURTHERANCE TO RECEIPT OF THE TOTAL SALE CONSIDERATION, BOTH THE PARTIES, RELYING ON THE CONFIRMATIONS, REPRESENTATIONS AND ASSURANCES OF EACH OTHER TO FAITHFULLY ABIDE BY ALL THE TERMS, CONDITIONS AND STIPULATIONS CONTAINED IN THIS CONVEYANCE DEED AND ALL APPLICABLE LAWS, ARE NOW WILLING TO ENTER INTO THIS CONVEYANCE DEED ON THE TERMS AND CONDITIONS APPEARING HERE-IN-AFTER AND THE PARTIES HEREIN ARE DESIROUS OF RECORDING THE SAME, IN WRITING.

NOW THIS AGREEMENT WITNESSETH AND THE PARTIES HERE TO MUTUALLY AGREE ON THE FOLLOWING TERMS AND CONDITIONS, NAMELY:

DEFINITIONS: In this Conveyance Deed, unless repugnant or contrary to the context, the following terms shall have the following meanings assigned herein-:

a) "Allottee(s)" shall mean the person/firm/company to whom an "FLAT" has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the Promoters and includes the person/firm/company who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, Residential unit or building, as the case may be, is given on rent.

i. If the allottee(s) is an individual then his / her legal successor(s), executor(s), administrator(s), legal representative(s), and permitted

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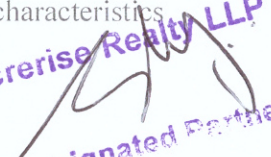
assignee(s);

- ii. If the allottee(s) is a Hindu Undivided Family, then it Karta and each of the members constituting HUF, their Heirs, executors, successors, administrators and permitted assignees;
 - iii. In case the allottee(s) is a Partnership Firm, then its partners, for the time being, their respective legal successor(s), executor(s), administrator(s), legal representative(s) and permitted assignee(s) including those of the respective partners; and
 - iv. In case the allottee(s) is a limited company, then its legal successor(s), representative(s) and permitted assignee(s);
- b) **"FLAT"** shall mean the Residential unit of the Apartment constructed over the schedule I property, having a Carpet Area of _____ square feet and Balcony area _____ square feet and Exclusive Areas appurtenant to the said Unit of square feet along with all rights, title, interest and benefits attached thereto, as per Applicable Laws which has been more specifically described in **Schedule** hereto read with the specification of the same set out in **Schedule** and is delineated/demarcated in the lay-out plan set out in **Schedule**.
- c) **Larger Property** – As per the Development documents, the Promoter states that in the schedule I property there are proposed Apartment /Buildings to be constructed in the phase-wise manner. Schedule I Property to be constructed, sold and handed over to the Allottees by the Promoter.
- d) **"Applicable Laws"** means and includes Real Estate (Regulation and Development) Act, 2016, any applicable Central, State or local laws, statutes, ordinances, rules, regulations, codes, bye-laws etc. including amendments/modifications thereto, any government notifications, circulars, office orders, directives etc. or any government order or direction, judgment, decree or order of a judicial or a quasi-judicial authority whether in effect on the date of this Conveyance Deed or thereafter.
- e) **"Association of Allottees"** shall mean the society/association of the allottee(s)/apartment owners of "ACRERISE AURA PH - II" which shall be

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formed by the allottees under the applicable laws;

- f) **“Bye-Laws”** shall mean the byelaws for the administration of the “ACRERISE AURA PH - II”.
- g) **“Carpet Area”** means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment.
- h) **“Competent Authority”** means the local authority, or any authority created or established under any law for the time being in force which exercises authority over land under its jurisdiction, and has powers to give permission for the development of such immovable property;
- i) **“Conveyance Deed”** shall mean this conveyance deed along with all its schedules annexed hereto.
- j) **“Exclusive Areas”** shall mean exclusive balcony, exclusive verandah area and exclusive open terrace (if any) appurtenant to the net usable floor area of the said apartment for exclusive use of the Buyer and other areas appurtenant to the net usable floor area of the said apartment for exclusive use of the Buyer, if any.
- k) **“Fit-outs”** means the fixtures, fittings, electrical devices, and other equipment, systems, furniture, partitions, temporary walls and ceilings, etc. that may be installed by the Buyer in the Residential unit, whether fixed or otherwise, to make it suitable for use.
- l) **“Goods and Service Tax (GST)”** - means any tax imposed on the supply of goods or services or both under GST Law.
- m) **“GST Law”** - means Integrated Goods & Service Tax Act, GST (Compensation to the States for Loss of Revenue) Act, Central Goods & Services Tax Act and State Goods & Services Tax Act / UTGST, Integrated Goods & Services Tax and all related ancillary legislations, rules, notifications, circulars, orders.
- n) **“Hazard”** means an event which by reason of its physical, chemical, reactive, toxic, flammable, explosive, corrosive, radioactive or infectious characteristics


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causes or is likely to cause grave danger to the health of persons in the Project or to the environment in and around the Project.

- o) **“Maintenance Agency”** shall mean any third party employed/hired by the Promoters/Association of allottees carrying out the maintenance services in the **“ACRERISE AURA PH - II”**.
- p) **“Maintenance Charges”** shall mean all costs, charges, fee etc. by whatever name called, including but not limited to Interest-free Maintenance Security (IFMS), Advance Common area maintenance charges ,Advance common area electricity and DG Consumption charges, etc., payable by the Buyer to the Promoters, for the right to use Common Areas and Facilities in the **“ACRERISE AURA PH - II”** and does not include the charges for actual consumption of utilities in the Residential unit, which shall be charged on actual consumption basis.
- q) **“Project”** shall mean the constructed and developed building upon the **Schedule I** land, and proportionate shareholding for Larger Area for residential **"FLAT"** common areas and facilities of the said project, all improvements and structures thereon and all easements, rights and appurtenances belonging thereto and named as **“ACRERISE AURA PH - II”**.
- r) **“Pro Rata Share”** shall be fixed on the basis of the carpet area of the **"FLAT"** purchased in proportion to the carpet area of all **"FLAT"** in the building or the project, as the case may be, provided that where it refers to the share of the Allottee(s) in the rates and/or taxes amongst the common expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied by the association of the allottees/maintenance agency.

1. ESSENTIAL EXPLANATIONS:

In this Conveyance Deed (save to the extent that the context otherwise so requires):

- (i) Any reference to any act of Parliament or State Legislation whether general or specific shall include any modification, extension or re-enactment of it for the

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time being in force and all instruments, orders, plans, regulations, bye-laws permissions or directions any time issued under it.

- (ii) An obligation of the Buyer in this Conveyance Deed to do something shall include an obligation to ensure that the same shall be done and obligation on its part not to do something shall include an obligation not to permit, suffer or allow the same to be done.
- (iii) Any reference to Buyer shall include an individual, company, body corporate(s), unincorporated association(s), partnership(s) and any organization or entity having legal capacity;
- (iv) All notices, requests, demands, statements and other communications, required or permitted to be given under the terms of this Deed shall be in writing and sent to the addresses of the parties as described above.
- (v) Words denoting the singular number shall include the plural and vice versa.
- (vi) To the extent to which any provision of this Conveyance Deed conflicts with its schedule or any provision of the application for allotment made by the Buyer, the allotment letter or the agreement, the provision of this Conveyance Deed will prevail.
- (vii) A reference to a statutory provision includes a reference to any modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- (viii) Any reference to the term "herein", "hereto", "hereunder", "hereof", "hereinafter" etc. used in this Conveyance Deed shall mean reference to this entire Conveyance Deed and not to the particular clause, recital or provision in which the said term has been used, unless the context otherwise requires.
- (ix) Any reference to this Deed or any of the provisions thereof includes all amendments and modification made in this Agreement from time to time in force and all statutory instruments or orders made pursuant thereto.
- (x) The headings in this Deed are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.

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(xi) The Schedules shall have effect and be construed as an integral part of this agreement.

2. CONVEYANCE:

2.1 That in pursuance of the foregoing and this conveyance deed and in consideration of the Sale Consideration of INR _____ (in words) _____, paid by the Buyer to the Promoter as stated above, (the payment and receipt whereof the Promoter both hereby acknowledge, and of and from every part thereof forever acquit, release and discharge the Buyer) as full and final consideration for sale of the said "FLAT", the Promoter doth hereby grant, sell, transfer assign convey and assure unto forever the said "FLAT" as specified under Schedule TOGETHER WITH the right to use Open/Covered/ Mechanical Car Parking Space (dependent/independent) on Project along with proportionate undivided proportionate interest in the common areas and facilities (subject to applicable laws/bye laws) as specified to the Buyer and the right to use the common areas/common parts and facilities in common more fully and particularly mentioned and described in the Schedule I hereunder written and demarcated in the layout plan annexed hereto and marked Schedule I AND TOGETHER WITH undivided proportionate impartible share or interest in the land underneath thereto more fully and particularly mentioned and described in the Schedule I hereunder written AND TOGETHER WITH all easement rights over all common portions in the said entire land and building TO HAVE AND TO HOLD THE SAME as the owner of the said residential unit as described in the Schedule I.

2.2 On and from the date of execution and registration of this Conveyance Deed, the Buyer is entitled to transfer the "FLAT" by way of sale, gift, mortgage, charge, lien, lease, license, exchange or by any other mode in favor of any third party under applicable laws. Any such arrangement/agreement entered into by the Buyer shall be at its sole cost, expense, liability, risk and consequences.

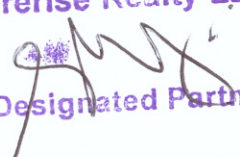
2.3 The Buyer hereby acknowledges and agrees that the Phase II Project is part of a layout development of the Larger Property would be conveying to the Organization, only the said Land (excluding the common area for the use of the owners, users, occupants etc. of the Larger Property as demarcated in the approved


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plans) It is clarified that the land in the Phase II Project (underlying the common area for the use of the owners, users, occupants etc. of the Larger Property) and any other area allocated as "common area" in the Larger Property, in the approved plans would be conveyed to the association (as the case may be) as the Promoters may deem fit and proper. The Allottee(s) hereby agrees and confirms that until the conveyance of the said Land as aforesaid to the Organization and common areas to the association (as the case may be), the Allottee(s) shall continue to pay all the CAM Charges and all outgoings as imposed by the competent authorities and/or concerned local authorities and proportionate charges to the Promoter, as may be demanded, from time to time.

3. POSSESSION:

- 3.1. The Promoter has delivered the actual physical possession of the said "FLAT" to the Buyer at the time of execution of this Conveyance Deed and the Buyer hereby confirms and acknowledges to have taken over possession of the said "FLAT" from the Promoter, without any reservations, objections and demurs.
- 3.2. The Buyer agrees and undertakes to pay all applicable and future taxes/levies/cesses/ Goods and Services Tax (GST) and/or any increase thereto including insurance, municipal tax, local taxes, property taxes, duties and such other levies, if any, whether individually in respect of the Residential unit or proportionately in respect of the entire Project as a whole, as the case may be, which may be imposed by any Competent Authority, as and when demanded by the Promoters. Parties agree that unpaid amounts of taxes/ charges/ cesses/ levies (if any) shall be recoverable from the Buyer.
- 3.3. The Buyer shall be liable to pay from the date of execution of this Conveyance Deed, house-tax/property-tax, fire-fighting tax or any other fee, cess or tax of any description when levied by a Local Body or Competent Authority and so long as the said Residential unit of the Buyer is not separately assessed to such taxes, fee or cess, the same shall be paid by the Buyer on prorate basis.
- 3.4. As per the RERA Act 2016, The Promoter shall execute a registered Conveyance Deed of the apartment, plot or building, as the case may be, in favour of the allottee along with the undivided proportionate title in the common areas to the association of allottees or competent authority, as the case may be, as provided under section 17

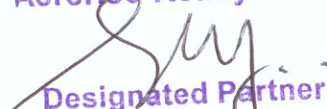
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of this Act; As and when the competent authority is designated and appointed, the Promoters shall execute a registered Conveyance Deed in favour of the association of allottees and/or the competent authority as the case may be as per the applicable law in force and deliver possession thereof to the association of allottees or the Competent Authority in respect of the housing project in question.

- 3.5. The Buyer hereby agrees and confirms that until the transfer of the common areas to the Association of Allottees/ Competent Authority, as the case may be, the Buyer shall continue to pay all the CAM Charges and all outgoings as imposed by the competent authorities and/or concerned local authorities and proportionate charges to the Promoters/Maintenance agency/Association of Allottees as may be demanded, from time to time.
- 3.6. The Allottees shall be entitled to claim the possession of "FLAT" and the association of allottees shall be entitled to claim the possession of the common areas.
- 3.7. All costs, charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of this Conveyance Deed with respect to the "FLAT" shall be borne and paid by the Buyer.
- 3.8. All costs, charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of this Conveyance Deed with respect to the common areas/ facilities/ amenities shall be borne and paid by the Buyer or Association of Allottees, as the case may be, on pro-rata basis or as may be decided by the competent authorities/Government of Odisha or any other method as per applicable laws.

4. HANDING OVER OF THE RESIDENTIAL UNIT:

- 4.1. The Buyer has inspected the building plans of "ACRERISE AURA PH - II"- within the Larger Property sanctioned by the CDA (Cuttack Development Authority) and has identified the "FLAT" therein. The complete description of the Residential unit, being the subject matter of this Conveyance Deed, has been provided in **Schedule I** hereto.
- 4.2. The Buyer acknowledges to have taken over the vacant, peaceful and physical possession of the same after a detailed inspection and has fully satisfied herself/

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himself on all material aspects including but not limited to quality of construction, workmanship, materials used in construction, plumbing, electric, fixtures and fittings, locking devices, doors, windows, tiles and other items in the "FLAT" /s are as per the specifications stated in **Schedule I** hereto. The "FLAT" is delineated/demarcated in the layout plan set out in **Schedule I**. On and from the date of execution of this Conveyance Deed, the Buyer shall not be entitled, at any time thereafter, to raise any dispute, objection or contention whatsoever in this regard and the Buyer shall be responsible for any loss or damage to the Residential unit arising from the deterioration, injury or decrease in value of the said Residential unit except as provided in the RERA Act 2016. Further, the Buyer shall be liable to bear and pay the proportionate charges of all outgoings/charges in respect of the said "FLAT" as may be levied by the Promoter/Association of allottees from time to time, together with all rates, taxes, cesses, assessments, betterment charges, levies etc. under the applicable laws.

4.3. That the Buyer agrees and confirms that all the obligations arising under this Conveyance Deed in respect of the said "FLAT" and Larger Property shall equally be applicable and enforceable against the Buyer, and subsequent purchasers of the said Residential unit as the said obligations go with

the said "FLAT" for all intents and purposes and the Buyer assures the Promoter that the Buyer shall take sufficient steps to ensure the performance in this regards.

4.4. It is specifically made clear to the Buyer that the area of the "FLAT" to be under her/his exclusive possession shall be the Carpet Area, balcony area and the Exclusive Area only of the "FLAT" / demarcated in **Schedule I** hereto. Buyer has a right to use Common Areas and Facilities if any designated to the Buyer, in the Project along with other owners and occupants of the Project, as per the provisions of Real Estate (Regulation and Development Act), 2016 and all other Applicable Laws. The ownership, use, treatment & maintenance of the Common Areas and Facilities in the Project shall be done as per Applicable Laws and the Buyer agrees and confirms to adhere and comply with the same at all times to come.

5. NATURE OF USE OF THE SCHEDULED "FLAT"

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5.1. The Buyer shall use the **Schedule I "FLAT"** only for residential purposes and shall not at any time carry on in the said premises any commercial activity or trade or business or use it for storage of anything which is offensive in nature, hazardous or inflammable or is likely to be nuisance or danger, or diminish the value or the utility of the other portions of the building complex in occupation of other Allottee(s) or their successors in title or to the occupier's owners of any neighbouring property. In the event of such default, the Buyer shall be liable to indemnify the other Buyer of other portions of the said building for any loss, damage that they may suffer or be put to on account of the Buyer's breach of the obligations contained in this clause.

6. COMMON AREAS/FACILITIES/AMENITIES

6.1. It is clarified that common areas/services/facilities of the project land shall be available for use and enjoyment of all other allottees/occupants of the "ACRERISE AURA PH - II" as per the provisions of applicable laws, Real Estate (Regulation and Development Act), 2016, Odisha Real Estate Regulation Rules 2017, and all other applicable laws.

6.2. On and from the date of handover of the "FLAT", the Buyer shall be liable to pay for all common expenses as per the bills issued by the Promoter/Association, from time to time.

6.3. The Buyer agrees that the Promoter and/ or the Maintenance Agency shall make provisions for payment of CAM Charges for the purposes of maintenance of the Building and Amenities of the Phase II Project and the Larger Property. CAM charges is inclusive of Amenities to be developed in Phase wise manner and can be recalculated as per the actuals on time to time.

6.4. The Buyer are aware that the Promoters have commenced the construction of the Phase II Project which is proposed to consist of residential premises of all kinds, for residential, and/or any other authorized use, together with provision of parking spaces and other necessary common areas, amenities, clubhouse and services thereto. Furthermore, these Amenities constructed by the Promoter in this phase shall be used jointly by all the purchasers of the said Larger Property in the manner as may be decided by the Promoter, and the Allottee(s) shall not object to the same in any manner whatsoever.

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- 6.5. The Buyer shall be entitled to own and enjoy and shall not obstruct the use and enjoyment of other allottee/occupants consistent with the rights and interest of the allottee/occupants of other undivided shares in the project land mentioned in the **Schedule I** hereunder and Buyer also to use all sewers, drains and water courses and other amenities now in or upon or hereafter to be erected or installed in the project land mentioned in **Schedule I** hereunder in common and to share the cost of repairs and maintenance of all common amenities along with other owners on common basis.
- 6.6. The Buyer shall give the allottees of the other Residential unit hereunder, all necessary support, subjacent, vertical, horizontal and lateral. The supporting common walls and roofs and all common areas of the building complex shall be maintained and repaired in common by all the allottees and occupiers of the entire building complex.
- 6.7. The service areas, if any, as located within the project, shall be earmarked for purposes such as car park spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans.
- 6.8. The Buyer shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as car park spaces, and the same shall be reserved for use by the Promoter/Association for rendering maintenance services.
- 6.9. The Buyer agrees and confirms that the above specified common areas and facilities shall, at all times remain un- divided and for all intents and purposes, remain under the control of the Promoter/Association, for their operation and management.
- 6.10. The Buyer agrees and confirms that the Promoter may use the access road of Phase II project to access the other Phases or Larger Property during the construction of the Larger property, Allottee(s) shall not object the same in future.
- 6.11. It is an essential and basic term of this Conveyance Deed that the said "FLAT", and the proportionate undivided proportionate interest in the Common Areas and Facilities in the Larger area shall at all times be held by the Buyer and his/her successors, heirs, transferees or assignee(s), as the case may be, together as a single unit and shall not be transferred separately and independently from each other. The said condition shall run

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with the "FLAT" and be binding on all persons to whom the title/ownership of the same shall be passed.

- 6.12. The Promoter shall, as part of the Common Areas and Facilities, has developed a club ("Club House") in accordance with the permission/sanctions of Competent Authority, for the enjoyment of all the allottees of the Project. The Allottee(s) is aware and accepts that club house may be developed simultaneously to or in the subsequent phases of the Larger Property, due to planning of the Larger Property. The Buyer/Allottee(s) understands and agrees that the Promoters may engage a third party to operate and manage the Club. The Buyer/Allottee's right to use the Club shall at all times be contingent on due and faithful observance by the Buyer/Allottee of all the rules, regulations, bye laws and conditions as may be notified by Promoters and/or Association as the case may be. The Buyer/Allottee(s) shall be liable to pay periodic subscription and usage charges, as may be intimated by the Promoters/Association from time to time. The Buyer/Allottee(s) understands that the above referred periodic subscription and usage charges are subject to revision and the Buyer/Allottee(s) undertakes to abide by the same and shall not raise any objection on the same.
- 6.13. The Buyer hereto is aware that the Promoter may construct one or more club house/ community building in the Larger Property and the Allottee(s) shall have access only to the Club in respect of his Building and to the one which is designated to his Unit

7. CAR PARKING SPACE (IF APPLICABLE)

- 7.1. The Buyer understands that the project comprises of open/shed/covered car parking spaces spread across the **Schedule I** land. For day-to-day comfort of all the Buyer/Allottee(s), the Promoters has earmarked car parking space as described above for the exclusive use of each "FLAT" Owner.
- 7.2. The Buyer understand and agree that every Allottee(s) will be entitled to one parking space if allotted duly earmarked and some units maybe earmarked with more than one parking and the parking so earmarked and the unallotted parking space shall form part of the common areas and facilities.

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- 7.3. The Buyer agrees and undertakes not to raise any objection or dispute in the event the Promoters has granted or agreed to grant car park spaces, greater than what has been granted to the Buyer herein, to any other allottee/occupants.
- 7.4. The car parking space if, so allotted to the Buyer in the Stilt shall be used only for parking of vehicles belonging to the Buyer and his/her family members only and the same shall not be used for any other purposes.
- 7.5. The Buyer shall not use the car parking space allotted to other allottees/occupants of the **Schedule I** property without their permission.
- 7.6. The Buyer agrees that the car park space if allotted is an integral and indivisible part of the **Schedule I "FLAT"** space and cannot be alienated / transacted separately. The Buyer further undertakes not to transfer the exclusive right to use the same in favour of any third party without the Sale, sale, transfer and assignment of the Residential unit. All clauses of this Conveyance Deed, shall, mutatis mutandis, apply to the car park space.
- 7.7. The Buyer accepts the design and demarcation of the car park space if allotted and shall not make any further claim or demand in this regard to the Promoters.
- 7.8. The Buyer agrees and confirms not to use the path ways and open spaces within the overall **Schedule I** land for parking any heavy vehicles or to use them in a manner which may cause hindrance for the free ingress from and to the various parts of the **Schedule I** property.

8. NAME OF THE BUILDING AND SIGNAGE

- 8.1. The Buyer hereto agrees that the name of the project shall always remain as "ACRERISE AURA PH - II", and the logo of the Promoters shall be displayed at any prominent place/s on the **Schedule I** land.
- 8.2. The Buyer hereto agrees that the name of the Phase II Project and the Larger Property or of the individual towers may be changed at the sole discretion of the Promoter and the Allottee(s) shall not be entitled to raise any objection to the same.
- 8.3. The Buyer and the Association of the Allottees shall not be entitled to change the name of the Project, buildings/towers without written consent of the Promoters.


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- 8.4. It is further agreed by the Buyer that the association of the brand name “Metro” (in its registered logo form) shall at all times be subject to the sole control of Promoters.
- 8.5. It is agreed and accepted by the Buyer that the brand name shall always be used in the form in which it is registered with the concerned authorities and the colour combination, the design; the appearance shall not be changed under any circumstances, unless Promoters has itself informed in writing about any change in the logo/brand name. The brand name will be associated with the **Schedule I** lands including Project, the buildings/towers, as well as the association of the allottees (which would be formed gradually), unless a different understanding is captured between Promoters and the association of the allottees.
- 8.6. It is further agreed that the association of the brand name shall not, under any circumstances, be construed as a license or any other interest granted to any person in the brand name and all intellectual property rights in and arising out of or connected with the brand name and ownership of the brand name shall at all times vest in and be held exclusively by the Promoters.
- 8.7. The Buyer further agree/s not to use the brand name and/ or any intellectual property in the brand name in any manner and for any purpose whatsoever except as otherwise permitted by Promoters.
- 8.8. The Promoters and/or its agents/affiliates shall in its discretion, control the placement and maintenance of signage and hoardings installed in the Project (including neon, backlit and illuminated signage and hoardings) Further, the Promoters and/or its agents/affiliates shall always have full complete and unrestricted access to such hoardings and signage for maintenance and replacement purpose.

9. FORMATION OF THE ASSOCIATION

- 9.1. The Buyer, along with other allottees/owners of the project shall participate towards the formation of an association/society or federation of the same and registering the same with the Competent Authority, as may be required in terms of the provisions of applicable laws or any Rules/Act in force.

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- 9.2. On the formation of association of the allottees, rights of the Buyers(s) to the common areas and facilities of the project shall be regulated by the bye-laws to be made by the association as well as other applicable laws.
- 9.3. The Buyer shall observe and perform all the rules, regulations of the Association that may be specified in detail under the Bye-Laws of the Association.
- 9.4. The Buyer shall adhere to such other rules and regulations as may be made out by the Promoters/ Association / Maintenance Agency from time to time. The Buyer shall also pay and contribute regularly and punctually towards all charges, costs, fees, subscription or other out-goings as may be demanded or called upon by the Promoters or Association or Maintenance Agency, as the case may be.
- 9.5. The Buyer agrees that the Promoter shall, at its discretion, as prescribed under the applicable laws, form an association/society for the entire development of the said Larger Property for the purposes of effective maintenance and management of the entire Larger Property including for common areas and amenities of the Larger Property at such time and in such a manner as the Promoter may deem fit to be known by such name as the Promoter may decide, within such period as may be prescribed under the applicable laws. The Promoter may become a member of the association/society to the extent of all unsold and/or un-allotted units, areas and spaces in the said Building and said Land.

10. REPAIR & MAINTENANCE

- 10.1. The Promoters have handed over the vacant, physical and peaceful khas possession of the said "FLAT" to the Buyer as per the specifications & amenities mentioned in **Schedule I** hereto. On and from the date of execution of this Conveyance Deed, the Buyer shall be liable to bear and pay the proportionate charges of all outgoings/charges in respect of the said "FLAT" as may be levied by the association of allottees or maintenance agency, as the case may be, together with all rates, taxes, cess, assessments, betterment charges, levies etc. payable to any competent authority.
- 10.2. The Buyer agree(s) and undertake(s) that the Promoter proposes to maintain the Amenities and upkeep the said Larger Property, until the formation of the association. With this view in mind, the Promoter shall appoint a Maintenance Agency (without

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any reference to the Allottee(s) and other owners, users, occupants etc. of the Larger Property) for the maintenance and upkeep of the same.

- 10.3. Upon handing over possession of the "FLAT", the Buyer shall, after obtaining all permissions, approvals etc. as may be required and at his own costs and expenses, carry out the fit-outs/ interior works in the "FLAT" as per its requirement and use. All such works in respect of fit-outs/ interior works in the "FLAT" will be done as permitted by the Promoter and/or Association of Allottees and/or Maintenance Agency, as the case may be, and upon payment of charges, if any, as may be levied by the Association of Allottees and/or Maintenance Agency.
- 10.4. The Buyer shall ensure and undertakes that all such fit-outs done internally within the Residential unit shall not pose any nuisance to the other occupants/allottees and also protect against fire, pollution or health hazards, noise, etc.
- 10.5. The Association of Allottees and/or Maintenance Agency, and/or all authorized persons as the case may be, shall have the right to enter into the other parts of the building at all reasonable times, and after due notice for the purpose of repairing and maintaining the amenities provided in the building which pass through or are supported by other portions of the building complex under construction.
- 10.6. The Buyer shall permit the Promoter and or Association of allottee and/or the Maintenance Agency and his/her representatives, surveyors, architects, agents etc. at all reasonable times to enter into and upon the "FLAT" or any part thereof to view, inspect and examine the state and condition thereof. Provided however, that in case of emergency the Association and/or the Maintenance Agency and its representatives, surveyors, architects, agents etc. may enter into or upon the Residential unit at any time during day or night.
- 10.7. The Buyer shall be liable for the pro-rata charges for common amenities, meter rents, electricity, water and all other expenses connected with the maintenance of the building, common facilities and the land described in the **Schedule I** hereunder from the date of execution of this Conveyance Deed.
- 10.8. The Buyer hereby accepts that the provisions of such maintenance services and use and access to the Common Areas and Facilities in the Project shall at all times be

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subject to payment of all costs, charges, fee etc. by whatever name called, including but not limited to requisite security deposit, periodic maintenance charges, etc ("Common Area Maintenance Charges") to the Association of Allottees or Maintenance Agency, as the case may be, and performance of all conditions, covenants, obligations and responsibilities of the Buyer under the Bye-Laws and the Maintenance Agreement, if so executed by the Buyer. The rates of maintenance and service charges shall be fixed by the Association of Allottees or the Maintenance Agency, as the case may be, keeping the prices of commodities, services, wages, official levies, fees(s), taxes, water and electricity charges etc. prevalent at that point of time. The rates shall be subject to periodic revisions in line with the increase in the prices of commodities etc. as aforementioned. If the Buyer default in making payment of the maintenance charges, then the Buyer shall be responsible for the costs and consequences of any stoppage/ disconnection/ discontinuance of any or all the facilities/ services that may ensue in relation to such facilities. Such stoppage/ disconnection/ discontinuance to the Residential unit shall be done after serving advance notice, till such time that all the dues are paid in full, without prejudice to other remedies available to the Association of Allottees or the Maintenance Agency, as the case may be, under Applicable Laws for recovery of dues.

- 10.9. If at any point of time, any plant, machinery, equipment etc. within the Project including but not limited to lifts, DG sets, electric substation, pumps, fire- fighting equipment, etc. requires replacement, up-gradation, addition etc. the cost thereof shall be contributed by all the allottees/ occupants of residential "FLAT" at the project on pro-rata basis (i.e. in proportion to the Total Area of the "FLAT" to the total area of all the residential units).
- 10.10. The Buyer agrees and understands that certain "FLAT"/S are part of Larger Property which are intended to be sold / conveyed along with the said "FLAT" only. The Buyer having agreed to purchase the "FLAT" of the description and specifications detailed in **Schedule I** respectively hereto shall not raise a demand or claim upon the Promoters to provide any other areas, balconies, terrace etc. which do not form part of the description and specifications of the "FLAT" being subject matter of this Conveyance Deed nor object or interfere with the enjoyment of such areas, balconies, terrace etc. by the respective co-owners.

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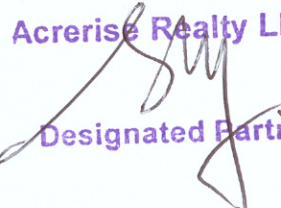
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10.11. The Buyer further agree(s) and undertake(s) to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Promoters / Association of Allottees/ Maintenance Agency, for the purposes of framing rules for management of the Project and use of the "FLAT" for ensuring safety and safeguarding the interest of the Promoters/Association of Allottees/ Maintenance Agency and other Residential unit owners and the Buyer also agree(s) and confirm(s) not to raise any dispute/ claims against the Promoters and/or other Residential unit owners in this regard.

11. REPRESENTATIONS, COVENANTS AND OBLIGATIONS OF THE BUYER

The Buyer hereby agrees, confirms and covenants to the Promoters as under-

- 11.1. The Buyer shall, after taking possession hereby agrees to comply with, from time to time, all the requirements, requisitions, provisions etc. of all the applicable laws as may be in force and/or come into force in respect of the project, including but not limited to the execution and registration of this Conveyance Deed (as per applicable laws).
- 11.2. The Buyer hereby covenants that they shall observe and perform the terms and conditions of the Maintenance agreement and bye-laws and the rules and regulations as may be made by the association of allottees or maintenance agency from time to time.
- 11.3. The Buyer agrees and undertakes not to alter, at any time in future, "FLAT" and Car Park numbering if any as demarcated and allotted by the Promoter either individually or jointly along with the other Buyer of the Larger property.
- 11.4. The Buyer agrees and undertakes the nature, extent, description, fixture and fittings, facilities and specifications of the unit may differ for other phases, the Buyer of the units are agreeable to this and shall not dispute the same in future.
- 11.5. The Buyer agrees to abide by all the applicable laws of the Competent Authority which are applicable or will be applicable to the jurisdiction in general and to said project including the Residential unit in particular.

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- 11.6. The Buyer agrees that the Promoter shall do all such acts, deeds and things and render all possible assistance as may be necessary and expedient to facilitate the conveyance of the Larger Property
- 11.7. The Buyer agrees and undertakes that the Promoter developing the said Phase II Project /Larger Property, the Promoter shall continue to have a right to hold, let, sub-let, dispose of and/or otherwise deal with in any manner whatsoever of the remaining unsold / unallotted flats.
- 11.8. The Buyer agrees and confirms that their right, title, interest in the said Unit shall be limited to and governed by what is specified in the deed and shall not extend to areas demarcated as common areas, said Building and the said Phase II Project and Larger Property.
- 11.9. The Buyer//Allottee(s) shall provide assistance to the Promoter to Develop, construct, Sale and Conveyance of Larger Property, if any consent is required from Allottee for the development of Larger Property, same shall be provided by the Allotees. The Allotees waives his rights to raise any objection on this regard.
- 11.10. That before concluding any sale or transfer of ownership of the "FLAT" the Buyer shall be required to:
- 11.11. Pay all outstanding dues of maintenance charges and other charges as may be notified by the Promoters or Association or Maintenance Agency at that time; and
- 11.12. Obtain a no dues certificate from the Promoters or Association or Maintenance Agency in this regard.

**12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/
PROMOTER:**

The Promoter hereby represents and warrants to the Buyer as follows:

- 12.1. The Promoters hereby covenants that notwithstanding any act, deed, matter or thing whatsoever done, committed, omitted or knowingly or willingly suffered by the Buyer or any person/ persons claiming through it, the Promoter now has in itself a good right:

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(i) **For Title:**

That the Promoter has a good, valid, subsisting and marketable title over the said "FLAT". Further the Owner has full power and absolute authority to grant, convey, transfer and assure the said "FLAT" hereby granted, conveyed, transferred and assured unto and to the use of the Buyer in any manner aforesaid.

(ii) **For Peaceful Possession and Quiet Enjoyment:**

It shall be lawful for the Buyer from time to time and at all times hereafter peaceably and quietly to hold, occupy, possess and enjoy the said "FLAT" hereby granted, conveyed, transferred and assured with the appurtenances and of every part thereof to and for their own use and benefit without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the Promoter or by any person or persons lawfully or equitably claiming by, from, under or in trust for it.

12.2. The Promoters has lawful rights and requisite approvals from the competent authorities to carry out development of the Real Estate Project on the said land.

12.3. The Promoters will get Phase wise approvals from Authorities for other phases comprised in the said Larger Property.

12.4. The Promoters at its Sole discretion can independently deal with other Phases comprised in the said Larger Property (along with the FSI/TDR or otherwise)

12.5. The Promoters at its sole discretion, may allocate such FSI for each of the buildings being constructed on the said Land as it thinks fit or The unutilized / residual FSI (including future incremental or enhancement due to change in law or otherwise) shall always be available to and shall always be for the benefit of the Promoters and the Promoters shall have the right to deal or use the FSI and/or TDR as it may deem fit, without any objection or interference from the Allottee(s) or and the owners and purchasers of the units in such buildings (including the Allottee(s) herein) are agreeable to this and shall not dispute the same or claim any additional FSI or constructed area in respect of any of the structures, building or on the said Land.

12.6. The Promoters in the event the land adjoining to the said Land is owned/developed by the Promoters (or the Promoters' wholly owned subsidiary, group company or

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associate company), the Promoters reserves the right to develop the same, either by amalgamating the same with the said Land and/or sub-dividing and/or amalgamating the said Land and the adjoining land, as the Promoters may deem fit and proper in accordance with the applicable laws, so as to utilize the full potential of the FSI available

12.7. The Promoters may also sell/transfer its stake in the other phases to any person as it deems fit, in accordance with the existing and applicable laws. The Allottee(s) has entered into this Agreement knowing fully well the scheme of development to be carried out by the Promoters on the said Land and the said Larger Property.

12.8. The Promoters has assured the "FLAT" is free from all sorts of encumbrances, liens and charges etc. and the Promoter(s) has the full right and authority to sell the same.

12.9. Notwithstanding anything to the contrary contained elsewhere it is hereby made clear that any area not included in the Common Areas that remains unsold shall exclusively belong to the Promoter and the Promoter shall be entitled to deal with and dispose of the same in any manner it deems fit and appropriate the consideration for the same.

12.10. The Promoters has rights to develop and construct the project in phase wise manner and Allottees shall not object in the manner. The Promoter will have the right to decide upon which units/s/premises/"FLAT" to be developed first in the Phase II Project. All the unit/s/premises/"FLAT" may not be constructed simultaneously. The Phase II Project will be completed in various construction phases/slabs and the availability of common amenities, facilities, services will be dependent on the construction phasing and planning as mentioned in this Agreement.

12.11. The Promoters may, at any time, revise/modify the layout master plan of the Larger Property, except for the current phase and project, in such manner as the Promoters may deem fit, in its sole discretion.

13. GENERAL COMPLIANCE WITH RESPECT TO THE "FLAT":

13.1. If any damage is caused to the common areas on account of any act, negligence, nuisance or default on part of the Buyer or his/her agents, servants, guests, or invitees, the Buyer shall be liable and responsible for the consequences thereof,

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including the obligation to pay for the rectification of loss and/ or damage caused as may be levied by Promoter.

13.2. The Promoter shall plan and distribute its electrical load in conformity with the electrical systems installed and after the handover of the common areas, the same shall be conformity with the approval from the Promoter.

13.3. It is clearly understood and agreed by Buyer that all the provisions contained herein and the obligations arising hereunder in respect of the "FLAT" and the project shall equally be applicable to and enforceable against and by any subsequent purchaser of the "FLAT", as in case of a transfer, all obligations go along with the "FLAT" for all intents and purposes.

14. ENTIRE AGREEMENT

14.1. This Conveyance Deed constitutes the entire agreement between the parties and has been prepared considering prior understandings, agreements (if any) between the parties including the application for allotment made by the Buyer, allotment letter issued to the Buyer, or the agreement, and there are no promises or assurances or representations, oral or written, express or implied, other than those contained in this Conveyance Deed. This Conveyance Deed cannot be modified (whether by alteration, addition or omission) otherwise than in writing duly agreed by all parties.

14.2. The Buyer hereby expressly admits acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise, given or made or represented by the Promoter and/or its agents, including those contained/given in any advertisement or brochure or publicity materials, other than such terms & conditions and provisions contained herein shall be deemed to form part of this Conveyance Deed or to have induced the Buyer in any manner to enter into this Conveyance Deed.

15. INDEMNIFICATION

The Buyer undertakes to indemnify and keep the Land Owners/ Promoters, other occupants and Maintenance Agency and its officers/ employees fully indemnified and hold harmless from and against any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs faced, suffered, inflicted or incurred by the Promoters.

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other occupants and/or the Maintenance Agency/ Landowners, as a consequence of the breach of any of the terms and conditions of this Conveyance Deed or non-compliance with applicable laws or for any of its representations or warranties not being found to be true at any point of time or any other act or omission on the part of the Buyer or on the part of her personnel and/or representatives. It is agreed that the Buyer shall be responsible for the failure to comply with the obligations herein and for the occurrence of any hazard within the "FLAT" due to misconduct and/or negligence of the Buyer or otherwise. In such an event, the Buyer shall keep and hold the Promoters/Landowners fully indemnified for the quantum of loss, penalty caused or borne by the Promoters/Landowners, claims or demands raised on the Promoters/Landowners due to such misconduct and/or negligence on the part of the Buyer or otherwise.

16. STAMP DUTIES AND REGISTRATION

All expenses, charges etc. including the stamp duty, registration fee for the registration of this Conveyance Deed (including deficit if any) or in relation to the "FLAT" or any construction to be made thereon, if any will be solely borne and paid by the Buyer.

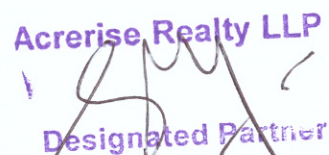
17. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Conveyance Deed shall be construed and enforced in accordance with the laws of India for the time being in force.

18. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or about the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the applicable Act.

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Designated Partner



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SCHEDULE OF PROPERTY

SCHEDULE - I

Property Details

Mouza-PATAPUR, P.S. CUTTACK SADAR, Tahasil: BARANGA, Dist- CUTTACK.

- a. Hal Mutation Khata No. 225/451, Plot No. 925, Extent of Ac 0.800dec and
Hal Mutation Khata No. 225/553, Plot No. 921/1327, Extent of Ac 0.400dec.

Total 2 Nos. of Khatas, 2 Nos. of Plots, total Area Ac.1.200dec.

Bounded by;-

East. _____, West. _____,

North. _____, South. _____.

Status: Sthitiban,

Kissam: Gharabari.

Rent: Rs. _____

Unit Details

Project Name: ACRERISE AURA PH - II

FLAT NO. _____

Carpet Area _____ (in Sq. Feet)

(Including Open/Covered Car Parking space as mentioned below [if applicable])

Balcony Area _____ (in Sq. Feet)

Bounded by:-

N: _____, S: _____,

E: _____, W: _____.

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

Acrerise Realty LLP

Designated Partner

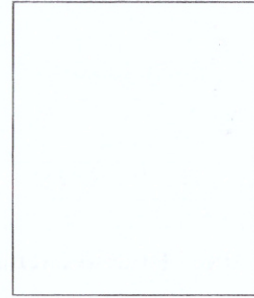
SIGNED AND DELIVERED BY THE WITHIN NAMED:

Acrerise Realty LLP

Signature_____

Name_____

Address_____



SIGNED AND DELIVERED BY THE WITHIN NAMED:

BUYER

Signature_____

Name_____

Address_____



IN THE PRESENCE OF

WITNESSES:

1. Signature_____

Name_____

Address_____

2. Signature_____

Name_____

Address_____

Acrerise Realty LLP

Designated Partner

DECLARATION

1. Both the PROMOTER and BUYER declare that they do not belong to the Scheduled Caste or Scheduled Tribe community.
2. The land in question presently is/are not a species of lease hold land of Government and the land had not been acquired by the original owner from the Government during a period of 10 years.
3. It is certified that the land is/are not a ceiling surplus land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976 which stands repealed or Orissa Land Reforms Act, 1965.
4. It is further certified that the land in question is/are not within the purview of consolidation proceeding undertaken under the Orissa Consolidation of Holdings and Prevention of Fragmentation of Land Act, 1972.
5. It is further certified that, the land in question is/are not species of public Endowment property, within the meaning of Orissa Hindu Religious Endowment Act 1951.

CERTIFICATE

Certified that the PROMOTER of this deed is my client and the deed has been drafted and typed by me in my office as per the instruction of the PROMOTER and I explained the contents in vernacular language to both Parties. The BUYER also agreed with all terms and conditions of this Sale Deed and having no objection, being satisfied put their signature. I also identified the L.T.I & signature of both PROMOTER and BUYER. The PROMOTER will be held responsible and liable for any suppression of facts regarding the registration of this Sale Deed in favour of the BUYER.

Drafted by:

Advocate, Cuttack.