

**RDB UTSAV**  
**PHASE -I**  
**CONVEYANCE DEED**

## Deed of Conveyance

1. Dated:

2. Nature of document: Deed of Conveyance

3. Parties:

### 3.1 Owners

- a) **EVOLVING HOUSING LLP (PAN AAEFE1774D)**, being Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having Identification No.AAB-4139 and having its registered office at 74/2 AJC Bose Road, Tirupati Plaza, Suit No 5E, Kolkata:700016, Police Station Park Street, Post Office Park Street, Pin 700016, being represented by its Designated Partner & Authorized Signatory Mrs. Pooja Kajaria (**DPIN No 00654972**) (**PAN ABUPT7103Q**) (**AADHAAR NO. 8520 1542 5612**), Daughter of late Mohan Lal Agarwal, by religion Hindu, by occupation Business, citizen of India, residing at P-210 CIT Road Scheme VIIM, Kolkata:700054, Police Station Maniktolla, Post Office Kakurgachi, Pin 700054,
- b) **EVOLVING ESTATES LLP (PAN AAEFE0544R)**, being Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having Identification No. AAB-2730 and having its registered office at 74/2 AJC Bose Road, Tirupati Plaza, Suit No 5E, Kolkata:700014, Police Station Park Street, Post Office Park Street, Pin 700014, being represented by its Designated Partner & Authorized Signatory Mrs. Pooja Kajaria (**DPIN No 00654972**) (**PAN ABUPT7103Q**) (**AADHAAR NO. 8520 1542 5612**), Daughter of late Mohan Lal Agarwal, by religion Hindu, by occupation Business, citizen of India, residing at P-210 CIT Road Scheme VIIM, Kolkata:700054, Police Station Maniktolla, Post Office Kakurgachi, Pin 700054.
- c) **SHIV SHAKTI VANIJAYA PRIVATE LIMITED (PAN AARCS7179J)** a company incorporated under the Companies Act 1956 and governed by the provisions of Companies Act, 2013, having identification no CIN- U51909WB2012PTC179838 and having its

registered office at 74/2 AJC Bose Road, Tirupati Plaza, Suit No 5E, Kolkata:700016, Police Station Park Street, Post Office Park Street, Pin 700016, being represented by its Director & Authorized Signatory, Mrs. Pooja Kajaria (**DPIN No 00654972**) (**PAN ABUPT7103Q**) (**AADHAAR NO. 8520 1542 5612**), Daughter of late Mohan Lal Agarwal, by religion Hindu, by occupation Business, citizen of India, residing at P-210 CIT Road Scheme VIIM, Kolkata:700054, Police Station Maniktolla, Post Office Kakurgachi, Pin 700054.

**d) EVOLVING CREATIONS PRIVATE LIMITED (PAN AADCE2228G)** a company incorporated under the Companies Act 1956 and governed by the provisions of Companies Act, 2013, having identification No : CIN-U74900WB2012PTC188327 and having its registered office at 74/2 AJC Bose Road, Tirupati Plaza, Suit No 5E, Police Station Park Street, Post Office Park Street, Pin 700016, being represented by its Director & Authorized Signatory Mr. Pankaj Kajaria (**DIN No 00654777**) (**PAN AFVPK9322F**) (**AADHAAR NO. 9863 7983 4421**), son of Shri Mulchand Kajaria, by religion Hindu, by occupation Business, citizen of India, residing at P-210 CIT Road Scheme VIIM, Kolkata:700054, Police Station Maniktolla, Post Office Kakurgachi, Pin 700054,

hereinafter collectively referred to as the "**Owners**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successors-in-interest and assigns) of the **First Part**

### **3.2 Promoter:**

**RDB MEWA TOWNSHIP LLP (PAN ABHFR 1651A)**, (Formerly known as RDB MEBA BUILDERS LLP) being Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having Identification No. ACB-3929 and having its registered office at 74/2 AJC Bose Road, Tirupati Plaza, Flat No. 5E, Kolkata:700017, Police Station Park Street, Post Office Park Street, Pin 700017, being represented by its Authorized Signatory, Mr. Pankaj Kajaria (**DIN No 00654777**) (**PAN AFVPK9322F**) (**AADHAAR NO. 9863 7983 4421**), son of Shri Mulchand Kajaria, by religion Hindu, by occupation Business, citizen of India, residing at P-210 CIT Road Scheme VIIM, Kolkata:700054, Police Station Maniktolla, Post Office Kakurgachi, and hereinafter referred to as the "**the**

**Promoter** " (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest and assigns) of the **Second Part**

**3.3. Purchaser:**

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\_\_\_\_\_ of the **Third Part**.

**3.4** The terms "**Owners**" and "**Promoter**" shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successors-in-interest and assigns.

**3.5** The term "**Vendors**" shall mean jointly the Owners and the Promoter and where the context so permits, it shall refer to only such of them as is concerned with the relevant matter/issue. The Vendors and the Purchaser shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

**3.6** The term "**Purchaser**" shall mean and include:

- a) If he/she be an individual, then the heirs, successors, executors, administrators, legal representatives and assigns of such individual.
- b) If it be a Hindu Undivided Family, then the members of such Hindu Undivided Family from time to time and their respective heirs, successors, executors, administrators, legal representatives and assigns.
- c) If it be a Company or a Limited Liability Partnership, then its successor or successors-in-interest and assigns.
- d) If it be a Partnership Firm, then the partners of such partnership firm from time to time and their respective heirs, successors, executors, administrators, legal representatives and assigns.
- e) If it be a Trust, then Trustees of such Trust from time to time and their respective successors-in-office and assigns.

**4. Definitions:**

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

**4.1. "Act"** means the Real Estate (Regulation and Development) Act, 2016;

**4.2. "Additional/Further Constructions"** shall mean all future exploitation of the Said Land by way of additional/further construction in the Said Land including by way of construction of additional buildings/structures in the open land/spaces in the Said Land that may be made by the Promoter and such Additional/Further Constructions may be made from time to time and the owners and occupiers thereof shall have similar rights as the Purchaser herein in respect of the Common Areas;

**4.3. "Agreed Consideration/Total Price"** shall mean the consideration mentioned in Schedule G that has been paid by the Purchaser for acquiring the said Bungalow Unit based on the carpet area thereof (excluding Goods and Services Tax and cess or any other similar taxes in connection with the construction of the Project, by whatever name called which has been paid / is payable additionally by the Purchaser, as applicable from time to time);

**4.4. "Agreement"** shall mean the Agreement for Sale dated \_\_\_\_\_ registered at the office of the \_\_\_\_\_ in Book No. I, Volume No.\_\_\_\_\_, Pages \_\_\_\_\_ to \_\_\_\_\_, Being No. \_\_\_\_\_ for \_\_\_\_\_ the year \_\_\_\_ entered into between the parties;

**4.5. Architect (s) "** shall mean the Architect appointed or to be appointed from time to time by Promoter for the purpose of planning, designing and supervision of the construction of the Building(s).

**4.6. "Association"** shall mean the Association to be formed under the West Bengal Apartment Ownership Act, 1972 which would comprise the Vendors and the representatives of all the buyers of Bungalow Units and which shall be formed or incorporated for the Common Purposes with such rules and regulations as shall be framed by the Promoter;

**4.7. "Authority"** shall mean the South 24 Parganas Zilla Parishad and its different departments and officers and shall also include other concerned authorities that may recommend, comment upon, approve, sanction, modify and/or revise the Plans;

**4.8. "Built-Up Area"** in relation to a Bungalow shall mean the sum of the plinth area of each floor of that Bungalow, including the area of bathrooms, verandahs, balconies, passages, staircase and roof and also the thickness of the walls (external or internal), the columns and pillars therein;

**4.9. “Bungalow”** shall mean any residential house having a ground floor and a first floor and or Second Floor (including the Open Terrace, if any, appurtenant thereto and the Car Parking Space, if any, therein) and/or any other covered space in the Project which is built on a Bungalow / Row House Land;

**4.10. “Bungalow Land”** shall mean each separated and demarcated plot of land comprised in the Said Land capable of being exclusively owned by the Bungalow Owners and on which a Bungalow has been constructed;

**4.11. “Bungalow Owners”** shall, according to the context, mean all purchasers and/or intending purchasers of different Bungalow Units in the Project and shall also include the Vendors in respect of such Bungalow Units as may be retained and/or not alienated and/or not agreed to be alienated for the time being by the Vendors;

**4.12. “Bungalow Unit”** shall mean each Bungalow Land together with the Bungalow constructed thereon as also the right of common use of the Common Areas mentioned in Schedule C hereto;

**4.13. “Car Parking Space”** shall mean the open space in the Bungalow Land capable of being used for parking of one or more medium sized car as may be specified;

**4.14. “Carpet Area”** shall have the meaning as ascribed to it under the Act;

**4.15. “Common Areas”** shall mean the common areas, facilities and installations mentioned in Schedule C which are meant for common use and enjoyment of the Bungalow Owners of all the Bungalow Units as also of the Bungalow Units to be comprised in the Additional/Further Constructions, if any.

**4.16. “Common Expenses”** shall mean all costs and expenses for the management, maintenance and upkeep of the Bungalow Units, the Common Areas and the expenses for Common Purposes including those mentioned in Part IV of Schedule E;

**4.17. “Common Purposes”** shall include the purpose of managing and maintaining the Said Land, the Bungalow Units and in particular the Common Areas, rendition of services in common to the Bungalow Owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Bungalow Owners and relating to their

mutual rights and obligations for the beneficial use and enjoyment of their respective Bungalow Units exclusively and the Common Areas in common;

**4.18. "Date of Possession"** shall mean the date of hand over of the possession of the said Bungalow Unit to the Purchaser or the date of this Deed, whichever is earlier;

**4.19. "Development Agreement"** shall mean and include the agreements and documents executed from time to time by and between the Owners and the Promoter relating to development of the Said Land including the Development Agreement dated 14th September , 2023 registered at the office of the Additional Registrar of Assurances I, Kolkata in Book No. I, Volume No. 1901-2023, Pages 297610 to 297686 , Being No. 190107584 for the year 2023 as also include all modifications, alterations and changes, if any, made and/or to be made therein from time to time as also all documents executed pursuant thereto, including Powers of Attorney, etc.;

**4.20. "Future Phase"** of a Real Estate Project means all present & future area which can be identified by the Promoters as a distinct phase consisting of a cluster of Row Houses, Banglows and any other types of cluster as the Promoters deems fit and plan to construct.

**4.21. "FSI or Floor Space Index"** shall have the same meaning as assigned to it in the Building Rules or Building By-laws or Development Control Regulations made under any law for the time being in force.

**4.22. "Maintenance Agency"** shall mean the Promoter itself or any entity appointed by the Promoter at its sole discretion and option for the Common Purposes and shall mean the Association upon its formation;

**4.23. "Maintenance Charges"** shall mean the proportionate amount of Common Expenses payable monthly by the Purchaser to the Maintenance Agency;

**4.24. "Open Terrace"** shall mean the open terrace areas, if any, comprised in any Bungalow.

**4.25. "Plan/Plans"** shall mean the plans of the Bungalow Units that have been sanctioned by the South 24 Parganas Zilla Parishad vide Building Plan No.908/1038/KMDA DATED 23.03.2024 and/or such other plans that may be sanctioned and approved by the Authority and/or which may be finally

revised/approved/sanctioned by the Authority 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 Vendors, if any, as well as all revisions, renewals and extensions, if any;

**4.26. "Power of Attorney"** shall mean and include all powers and authorities executed and/or granted by the Owners in favour of the Promoter from time to time relating to development of the Said Land including the Power of Attorney dated 14th September , 2023 registered at the office of the Additional Registrar Assurance - I, Kolkata, in Book No. I, Volume No. 1901-2023, Pages 297965 to 298027, Being No. 190107593 for the year 2023 and shall also include all modifications, alterations and changes, if any, made and/or that may be made therein from time to time;

**4.27. "Said Land"** shall mean the Said Land described in Part I of **Schedule B** several land parcels including but not limited to land measuring about 42.13 Acres , more or less, comprised in several Dags , all lying and situated at Mouza Uttar Bhag, J. L. No. 113, within the jurisdiction of ADSR Baruipur, under Ramnagar I & II Gram Panchayat, Police Station Baruipur, Post Office Ramnagar, District South 24 Parganas and shall also include, wherever the context permits, the constructions thereon from time to time including the Bungalow Units, as also Common Areas therein;

**4.28. "Project"** shall mean the development and construction at the Said Land by the Promoter from time to time and shall include the Bungalow Units (including Additional/Further Constructions) that have been and/or may be constructed thereat;

**4.29. "Proportionate"** with all its cognate variations shall mean the ratio which the Carpet Area of the said Bungalow bears to the total Carpet Area of all the Bungalows in the Project;

**4.30. "Regulations"** means the Regulations that may be made under The Real Estate (Regulation and Development) Act, 2016 applicable to West Bengal;

**4.31. "Rules"** means the West Bengal Real Estate (Regulation and Development) Rules, 2021;

**4.32. "Said Bungalow"** shall mean the Bungalow (including the Open



Terrace, if any, appurtenant thereto and the Car Parking Space, if any, therein) described in Part I of Schedule H hereto;

**4.33. "Said Bungalow Land"** shall mean the Bungalow Land described in Part II of Schedule H hereto being a portion of the Said Land, which portion is being sold to the Purchaser;

**4.34. "Said Bungalow Unit"** shall mean the said Bungalow Land, the said Bungalow (including the Car Parking Space, if any, therein) and the right of common use of the Common Areas mentioned in Schedule C hereto;

**4.35. "Said Land"** shall mean the several piece and parcel of land including but not limited to land measuring about 42.13 Acres , more or less, comprised in several Dags , all lying and situated at Mouza Uttar Bhag, J. L. No. 113, within the jurisdiction of ADSR Baruipur, under Ramnagar I & II Gram Panchayat, Police Station Baruipur, Post Office Ramnagar, District South 24 Parganas and the same shall wherever the context permits also include the Bungalow Units constructed thereon;

**4.36. "Section"** means a section of the Act;

**4.37. "Sinking Fund"** shall mean the fund comprising of the amounts paid / deposited or contributed or to be paid / deposited and/or contributed by each Bungalow Owner, including the Purchaser herein, towards sinking fund which shall be ultimately held by the Maintenance Agency for the purpose of major repairs, replacements and additions to the Common Areas and other contingencies;

**4.38. "Masculine Gender"** including the pronouns referring thereto shall include the feminine and neuter gender and vice versa.

**4.39. "Singular Number"** shall include the plural number and vice versa.

**4.40. Subject Matter of Sale:**

Sale on ownership basis of the said Bungalow Unit comprising of the said Bungalow (described in **Part I of Schedule-H**), the said Bungalow Land (described in **Part II of Schedule-H**) and the right of common use of the Common Areas (described in **Schedule C**) at the Said Land described in **Schedule-B Part I , First phase Land described in Schedule-B Part II** subject to the mutual easements and restrictions mentioned in this Deed including in **Schedule-D** hereto and the terms, conditions, restrictions,

stipulations, obligations and covenants mentioned in this Deed including in **Clause 6.1, Clause 6.3 and Schedule-E.**

## **5. Background**

**5.1** The Owners are together the lawful owners of and are fully seized and possessed of and otherwise fully and sufficiently entitled to the Said Land described in **Schedule B Part I** hereto. The details of the Deeds of Conveyance executed and registered in favour of the Owners are mentioned in **Schedule A** hereto. Notwithstanding anything to the contrary contained elsewhere in this Agreement or otherwise it is hereby expressly made clear that the Owners right, title and/or interest in respect of the Said Land comprises of ownership and freehold title in respect of the said Land and all references in this Agreement to the terms "Owners" and/or their "title" and/or "transfer" and/or "sale" and/or "purchase" and/or "Bungalow Land" and/or "said Bungalow Land" including all grammatical variations thereof shall be read, interpreted and understood accordingly.

**5.2** The said owners' contemplated development of their land by construction of a Row House/Bungalow Project in a phase-wise manner and for that purpose had entered into a Development Agreement dated 14th September ,2023 registered at the office of the Additional Registrar of Assurances I, Kolkata in Book No. I, Volume No. 1901-2023, Pages 297610 to 297686 , Being No. 190107584 for the year 2023 with the Promoter for the development of the Said Land.

**5.3** Pursuant to the Development Agreement, the Owners have executed a Power of Attorney dated 14th September , 2023 registered at the office of the Additional Registrar Assurance - I, Kolkata, in Book No. I, Volume No. 1901-2023, Pages 297965 to 298027, Being No. 190107593 for the year 2023 in favour of the Promoter.

**5.4** The Said Land is earmarked by the Promoter for the purpose of building bungalows/villas/Commercial Complex/ Club other structures, etc. and the Residential cluster of the Project has been named "RDB UTSAV" is being developed in different phases.

**5.5** This is the First Phase of the Housing Complex is being developed on land measuring ..... Acres out of the Said Land , described in Part-II of Schedule -B and hereinafter referred to as the FIRST PHASE LAND and

delineated in the Map annexed hereto marked ANNEX-A and internally bordered in 'GREEN'.

**5.6** The Promoter obtained a Building Plan No.908/1038/KMDA DATED 23.03.2024 Sanctioned by the South 24 Parganas Zila Parishad.

**5.7** The promoter has registered the project under the provision of the RERA at Kolkata on..... under registration no.....;

**5.8** The Promoter has since completed the construction of Row House/Bungalow No. ----- in Phase-I and obtained Completion Certificate No. dated..... from the Competent Authority.

**5.9** Pursuant to Expression of Interest by the Purchaser dated.....the Promoter granted allotment by issuing a Provisional Booking Letter dated ..... to .....the Purchaser and thereafter by an Agreement for Sale dated .....executed by and between the Owners/Vendors of the First Part, the Promoter of the Second Part and the Purchaser of the Third Part, *and (registered in the Office of the and recorded in Book No. , Volume No. , Pages to Being No for the year ), the* Owners and the Promoter had agreed to sell and the Purchaser had agreed to purchase ALL THAT the one/two storied (G+1)/(G+2) Row House / Bungalow no.....having carpet area of ..... square feet corresponding to Built-up area of..... square feet more fully described in the Schedule H Part I & Pat II hereunder written and demarcated in the Block Plan annexed hereto and marked ANNEX-A and pro rata share (in the "common areas" (user right only since Common Area will be conveyed to Association) common parts, portions, facilities and amenities and also user right in the land beneath the building as defined under clause (m) of section 2 of the Act which includes exclusive use of the Balcony admeasuring.....Sq.Ft and also exclusive use of the front yard open area (which includes Car Parking Area) admeasuring .....Sq.Ft and the backyard area admeasuring..... Sq.Ft and the Roof admeasuring..... Sq.Ft. and Additional Backyard/ Sideyard admeasuring..... Sq.Ft appertaining to the Unit (hereinafter referred to as the "Row House /Bungalow " at and for a consideration of Rs. /- (Rupees only).

**5.10** The Purchaser confirms that after independently examining and verifying or causing independent examination and verification and being thoroughly satisfied about the ownership and freehold title of the Owners

in respect of the Said Land, the right, interest and entitlement of the Promoter as the developer in respect of the Said Land, the Plans sanctioned by the Authority and the necessary approvals and permissions including the Occupancy/Completion Certificate dated ..... and after inspection of the said Bungalow Unit and the Common Areas and being thoroughly satisfied about the actual constructions (including the quality and specifications thereof, the Carpet Area and Built-up Area of the said Bungalow, the workmanship, the quality of materials used, the structural stability and the construction of the said Bungalow and the Common Areas), the Purchaser has taken possession of the said Bungalow Unit and is completing the purchase of the said Bungalow Unit pursuant to the Agreement between the Vendors and the Purchaser. The Purchaser undertakes and covenants not to raise henceforth any objection or make any requisition regarding any of the above matter/issues and also waives and disclaims all claims and rights, if any, to do so. The Purchaser declares and confirms that the construction of the said Bungalow Unit is complete in all respects to the complete satisfaction of the Purchaser and that the delay, if any, in completion has been and/or is deemed to be condoned by the Purchaser and that the Vendors have complied with and/or are deemed to have complied with all their obligations including those under the Act and that the Purchaser has no complaint or claim whatsoever against the Vendors or any of them on any account whatsoever and the Purchaser also waives and disclaims all claims and rights, if any. Prior to execution of this Deed, the Purchaser has made payment of the Agreed Consideration/Total Price, the Additional Liabilities and Deposits mentioned in the Agreement to the Promoter.

## **6. Now this Indenture witnesses:**

**6.1 Transfer:** The transfer made by this Deed shall be in the manner mentioned below and be subject to the terms and conditions contained in this Deed including those mentioned below.

**6.1.1** In consideration of the Purchaser having paid the Agreed Consideration mentioned in **Schedule-G**, the Vendors do hereby sell, convey, grant and/or transfer to the Purchaser the following:

(a) The said Bungalow described in **Part-I of Schedule-H (said Bungalow)**.

(b) The said Bungalow Land described in **Part II of Schedule-H (said**

**Bungalow Land).**

- (c) Right to use and enjoy the Common Areas described in **Schedule-C** hereto in common subject to making timely payment of the Maintenance Charges, property taxes, land revenue and other liabilities and subject to the rights and entitlements of common use and enjoyment of the Bungalow Owners and/or occupiers of the other portions of the Said Land in respect of the same.

**6.1.2** The term '**the said Bungalow Unit**' wherever used in this Deed shall include all the properties and rights mentioned in **Clause 6.1.1** hereinbefore which are being hereby sold and/or granted, unless contrary to the context and it is expressly made clear that the same constitute one residential unit. Notwithstanding anything to the contrary contained elsewhere it is hereby expressly agreed that the Agreed Consideration has been mutually agreed upon on the basis of the Carpet Area of the said Bungalow Unit. Notwithstanding anything to the contrary contained elsewhere in this Deed or otherwise it is hereby expressly made clear that the Owners right, title and/or interest in respect of the Said Land comprises of ownership and freehold title in respect of the said Land and all references in this Deed to the terms "Owners" and/or their "title" and/or "transfer" and/or "sale" and/or "purchase" and/or "Bungalow Land" and/or "said Bungalow Land" including all grammatical variations thereof shall mean and refer to sale / purchase of ownership share or interest in the said Bungalow Unit.

**6.1.3** Neither any of the following is intended to be transferred nor the same is being transferred in favour of the Purchaser:

- (i) open and covered spaces in the Project and the Said Land that are not included in the Common Areas mentioned in **Schedule C**,
- (ii) other Bungalows, Bungalow Lands and Bungalow Units in the Project and/or the Said Land,
- (iii) Right of further construction on any part of the open land/space comprised in the Said Land and/or the said Bungalow Land or raising of any additional floor/storey/construction on the roof of the said Bungalow and/or the roofs of the Bungalow Units,
- (iv) The Club and the Club Land delineated in Pink borders in the site map or plan annexed hereto, and
- (v) the Commercial Complex, Mall and related area called as Commercial Block Land delineated in Red borders in the site map or plan annexed hereto

- (vi) The roof of the overhead water tanks and lift machine rooms, the parapet walls,
- (vii) Open terraces on any floors of the Block.
- (viii) the open/covered/stilt/mechanical Parking spaces of the Block (Save and except the parking space, terraces specifically allotted to the Purchaser.
- (ix) The elevation and the exterior of the Block.
- (x) Storage areas.
- (xi) Gardens attached to a Row House/Bungalow.
- (xii) Basement not meant for Common Use.
- (xiii) Any Community or Commercial facility which is not meant for common use.
- (xiv) Daily convenience Store with Milk, fruits, vegetables and other edibles, Beauty Parlour within the Project, if created, or the Entire Row House/Bungalow Complex.
- (xv) Such other open and covered spaces which is hereinafter expressed or intended not to be a common portion and the rights thereto are not intended to be transferred, nor the same shall be transferred in favour of the Purchaser in as much as the same shall belong exclusively to the Vendors and the Purchaser shall have no right, title, interest, claim or entitlement whatsoever in respect thereof and the Vendors shall be entitled to use, utilise, transfer, assign, 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 Vendors in their absolute discretion, without any reference to the Purchaser who hereby consents to the same and hereby disclaims, relinquishes, releases and/or waives any right, title, interest, entitlement or claim that the purchaser may be entitled to, both in law or any equity, in favour of the Vendors. The purchaser shall not have any right to make any construction anywhere in the Said Land and/or the said Bungalow Land and/or the Project.

**6.1.4** Notwithstanding anything to the contrary contained elsewhere, it is clarified that the Vendors shall continue to be entitled to use and utilise all the Common Areas mentioned in **Schedule-C** hereto.

**6.1.5** The proportionate share of the Purchaser in respect of any matter referred to under this Deed shall be such as may be determined by the Promoter from time to time and the Purchaser agrees, undertakes and

covenants to accept the same notwithstanding variations.

**6.1.6** The Proportionate share of the Purchaser shall be variable depending on Additional/Further Constructions, if any, made by the Promoter from time to time and the Purchaser 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 Purchaser and the Purchaser shall not be entitled to and covenants not to demand any refund out of the Total Price / Agreed Consideration paid by the Purchaser on the ground of or by reason of any variation of the Proportionate share.

**6.1.7** The Promoter shall be entitled at all times to install, display and maintain its name and/or logo at such places at the Said Land as may be decided by the Promoter by putting up hoardings, display signs, neon-signs, lighted displays, etc. and all costs regarding the same shall form part of Common Expenses and no one including the Bungalow Owners and the Association shall be entitled to object or to hinder the same in any manner whatsoever.

**6.1.8** The Purchaser shall be entitled to occupy, possess, use and enjoy the said Bungalow Unit in the manner not inconsistent with the Purchaser's rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other Bungalow Owner and/or the Vendors.

**6.1.9** Besides the additions and alterations permissible under the Act and/or the Rules, the Purchaser has irrevocably consented to and/or hereby irrevocably consents that the Promoter may make modifications, additions and alterations within permissible and/or prevailing norms regarding the construction and the specifications of the Bungalow Units, the Common Areas and/or the ground floor layout made and/or to be made by the Promoter and/or as may be deemed necessary and/or as may be advised by the Architects and/or as may be required by any authority including the Authority and the same is and shall be deemed to be the previous written consent under the Act. Prior to the booking of the said Bungalow Unit, the Purchaser 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 Purchaser has consented to and/or hereby again consents to the same and this is and shall be deemed to be the previous written consent of the Purchaser in terms of the Act. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price and that the total quantum of Common Areas mentioned in

Schedule C shall not be reduced to the detriment of the Purchaser.

**6.1.10** The Purchaser has irrevocably consented and/or hereby irrevocably consents all The Facilities and Amenities will be mutually shared by all the phases of the entire Row House/Bungalow Complex and with the progression of development of the different phases the common facilities, amenities, roadways, internal pathways, infrastructure will be shared by each phase, both current and future, as part of a common integrated development. The Common areas , Amenities & Facilities which are the part of the completed project are defined in Schedule -C. The Promoter is creating enough services and infrastructure keeping in mind all the future phases , all the common Facilities and Amenities may not be made available as soon as the initial phases are completed as some of the Facilities will be made available only upon completion of the entire Project and further the Promoter will have the right to shift the situation of a particular Facility from one phase to another for convenience without curtailing the facilities committed to the Allottee and also giving the facilities in committed time . In the absence of local law only, each Phase/Project will have a separate Association of Unit Owners and each Phase/Project will be under the mother/apex association. The mother/apex Association shall synergise all the individual Associations and the formation of the Mother/Apex Association will be progressive and concurrent with the completion of the entire Row House/Bungalow Complex including Future Phases. Till such time the Mother/Apex Association takes over the entire administration, the Purchasers who have taken possession in completed phases will be required to pay the Common Expenses pertaining to their own phase as well as the Common Area Maintenance expenses(CAM) and common services of all common amenities which is as and when made available for the benefit, use and enjoyment of the Purchaser of all phases of the entire complex towards maintenance of common pathways, basic infrastructure etc and in this regard the Purchaser is made aware that the said charges shall at all times be calculated on the basis of total expenses on amenities, and common services divided by the area of all phases for which notice of possession has been issued by the builder (3 months before) and by reason thereof the initial CAM charges may be relatively higher which may progressively become less as more and more Purchasers take up possession in subsequent phases. The Mother/Apex Association will ultimately take over the administration of all the facilities and other common purposes as several service connections/facilities will be mutually common to all the phases. It is further provided that till such time the Mother/Apex Association is formed, the Promoter shall act as the Apex Association and



on the formation of the Mother/Apex Association, the Promoter shall withdraw itself from such role and hand over the responsibility to the new body. It is further provided that in case of completed phases/Incomplete Phases/ Future Extensions, the access rights and all other rights of easement etc shall be provided by the Promoter to the Allottees of all phases mutually through the completed pathways passing through the completed phases and progressing to the incomplete phases and further phases.

**6.1.11** The Purchaser 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 Said Land including by way of construction of additional buildings/structures in the open land/spaces in the Said Land and shall at its absolute discretion be entitled to make from time to time additions or alterations to or in the Bungalows and/or the Common Areas and such future Additional/Further Constructions/exploitation shall belong exclusively to the Vendors 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 Common Areas (including common areas and installations and underground water tank) 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 Vendors have an irrevocable sole right in respect of the same and the Purchaser 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 quantum of Common Areas mentioned in **Schedule 'C** shall not be reduced to the detriment of the Purchaser.

**6.1.12** 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 belong exclusively to the Vendors and the Vendors shall be entitled to deal with and dispose of the same in any manner they deem fit and appropriate the consideration for the same.

**6.1.13** Non-enforcement of any right by the Vendors or any indulgence granted by the Vendors to the Purchaser or any other Bungalow Owner shall not amount to any waiver of any of the rights of the Vendors.

**6.1.14** If at anytime there be demand, imposition of or enhancement of any tax, duty, levy, cess, surcharge or fee (including Goods & Services Tax) under any statute or regulation on the Said Land , the Bungalow Units and/or the said Bungalow Unit or on the construction or transfer of the said Bungalow Unit or any portion thereof in accordance with law (whether payable to the concerned authority by the Vendors or the Purchaser) the same shall be borne and paid by the Purchaser, wholly in respect of the said Bungalow Unit and proportionately in respect of the Said Land , the Bungalow Units and the Common Areas, without raising any objection thereto. The Vendors shall not be liable for the same or any portion thereof under any circumstances whatsoever. The Purchaser shall make such payment within 7 (seven) days of demand being made by the Vendors and/or the concerned authority. It is expressly agreed that the same shall be the liability of the Purchaser and the Vendors shall be entitled to recover the same from the Purchaser if any such payment is made by the Promoter and/or the Owners for any reason.

**6.1.15** In respect of any of the rights or obligations of the Vendors or any of them as against or towards the Purchaser, it shall be sufficient if anyone or both of the Vendors take any steps and/or issue notices regarding the same and it shall not be necessary for all the Vendors to take any step jointly. It shall however be necessary for the Purchaser to give notice and deal with each of the Vendors herein individually and separately.

**6.1.16** The Purchaser shall be entitled To Have And To Hold the said Bungalow Unit hereby granted sold conveyed transferred assigned assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser absolutely and forever in the manner not in consistent with the rights of the Purchaser hereunder and subject to the restrictions, obligations, terms and conditions herein and subject to the Purchaser not committing any breach, default or violation and subject to the Purchaser not creating any hindrance relating to the rights and/or entitlements of any other Bungalow Owner and/or the Vendors.

to the mutual easements and restrictions mentioned in this Deed including in **Schedule-D** hereto and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in **Clause 6.1**, **Clause 6.3** and **Schedule-E** hereto, which shall be covenants running with the said Bungalow Unit in perpetuity.

**6.1.18** The Vendors shall upon receipt of a written request from the Association (upon formation) execute a Deed of Transfer of undivided proportionate title in the Common Areas including the Said Land in favour of the Association in the manner agreed upon. Such Deed of Transfer shall be prepared and finalized by the Promoter. All expenses and outgoings for preparation and registration of such Deed of Transfer including stamp duty, registration fees, legal fees, incidental expenses, etc. shall be paid by the Association and/or the Bungalow Owners including the Purchaser without any amount being required to be contributed by the Vendors. The Purchaser agrees, undertakes and covenants to make timely payment of his share of such expenses and outgoings within 7 days of demand.

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

**6.1.20** The Vendors and/or their nominees have negotiated for purchase and/or have purchased further lands adjacent to and/or contiguous to the Said Land ("Further Lands"). Upon completion of purchase, the Further Lands shall be deemed to form part of the Project resulting in increase in land area of the Project. The Vendors shall be entitled to have the Plans modified for making construction on the Further Lands and shall also be entitled to apply for and obtain sanction of new building plans for making construction on the Further Lands. The Vendors shall also be entitled to provide and/or make available the Common Areas as well as the Club constructed on the Said Land and all facilities in the

Said Land to the owners/occupants of the Bungalow Units to be constructed on the Further Lands. The owners/occupants of the Bungalow Units to be constructed on the Further Lands shall also be entitled to become members of the Club constructed on the Said Land and shall have similar rights and obligations regarding the same. The Purchaser and/or the Association shall not be entitled to interfere with or obstruct or hinder in any manner the development, construction and/or sale of any of the Bungalow Units to be constructed on the Further Lands and/or to the entitlement that may be granted by the Promoter to the owners/occupants of the Bungalow Units to be constructed on the Further Lands in respect of the Common Areas and the Club constructed on the Said Land and all facilities in the Said Land as may be granted by the Promoter to them. The Purchaser confirms having unconditionally and irrevocably consented to and hereby again unconditionally and irrevocably consents to all provisions relating to Further Lands and the same is and shall be deemed to be the previous written consent, and agrees and undertakes not to create any obstruction or hindrance, directly or indirectly or through the Association regarding the same irrespective of any inconveniences, temporary or otherwise.

**6.1.21** Development of land adjacent to and/or contiguous to and/or accessible through, and / or in the vicinity of the Said Land:

- a) The Promoter is desirous of developing other land or lands which are adjacent to and / or contiguous to and/or accessible through and / or in the vicinity of, the Said Land, in one or more phases and / or one or more independent developments ("New Development(s)"). The Promoter has negotiated/is negotiating with other land owners owning lands adjacent to and/or contiguous to and/or accessible through and / or in the vicinity of the Said Land for this purpose. Upon agreements being entered into in respect of such other lands for one or more New Development(s), the Promoter may from to time apply for sanctioned building plan /revised /modified plan in respect of the Said Land and/or the other lands in relation to one or more New Development(s), including applying for a new independent sanctioned plan for a New Development(s). It is clarified that intention of the Promoter to develop such other lands is not an obligation or commitment of the Promoter towards anyone including the Owners and the Purchaser but is a right and/or entitlement which may be exercised by the Promoter at its sole option and discretion.

- b) In respect of the New Development(s), the Promoter shall be entitled to make such constructions, additions, alterations, modifications, etc., inter alia, in the Said Land and the Common Areas comprised therein as it may deem necessary including demolishing / removing / constructing any portion of any boundary walls and connecting utilities like water, sewerage, drainage, electricity, telephone, cable, etc. The Promoter shall also be entitled to provide and/or make available the Common Areas as well as the Club constructed on the Said Land and all facilities in the Said Land to the owners/occupants of the New Development(s). The owners/occupants of the New Development(s) shall also be entitled to become members of the Club constructed on the Said Land and shall have similar rights and obligations regarding the same. The owners/occupants of the New Development(s) shall have an undivided, impartible, proportionate and variable share in the land as comprised in the relevant future New Development, as is attributable to each individual units forming part of such New Development. However, the common areas and utilities developed and provided in the Project by the Promoter (including in the Said Land) shall be used and enjoyed by the owners/occupants of the Project as well as any New Development(s) in the manner and as per rules as may be framed by the Promoter and/or the association of the Project from time to time. The Owners, Purchaser and/or the Association of the Project shall not be entitled to interfere with or obstruct or hinder in any manner the development, construction and/or sale of any of the New Development(s) and/or to the entitlement that may be granted by the Promoter to the owners/occupants of the New Development(s) in respect of the Common Areas and the Club constructed on the Said Land and all facilities in the Said Land as may be granted by the Promoter to them. The Promoter shall also endeavour to (but shall not be obligated to) ensure that the common areas and all facilities in the New Development(s) are provided to and / or made available to the Bungalow Owners of the Project.
- c) The Owners and the Purchaser confirm having unconditionally and irrevocably consented to and hereby again unconditionally and irrevocably consents to all provisions relating to new Development(s) including Clause (a) and (b) above and the same is and shall be deemed to be the previous written consent, and agree and undertake, jointly and severally, not to create any obstruction or hindrance, directly or indirectly or through the association of the Project regarding the same irrespective of any inconveniences, temporary or

otherwise.

- d) Taking into account any extra FAR sanction if any becoming available on account of GREEN BUILDING/Metro/any other sanctionable provision including any unused FSI,, the Purchaser agrees that the Vendors is entitled to and would be well within their right to undertake any further and/or additional construction in accordance with the plan which may be sanctioned by the concerned sanctioning authorities. However the Vendors can use the FAR only in other phases ,Further the Purchaser agrees that the additional construction shall connect with all common parts and portions and other amenities and facilities of the said Phase/project including the staircases, lifts ,entrances, sewerages, drains and others.
- e) The Owners and the Promoter have further decided that the aggregate FAR sanctioned for the entire Row House /Bungalow Complex/ Other structures , by what ever name called ,need not be uniformly utilized in all the different projects/ phases and the Promoter may vary the utilization of the sanctioned FAR from phase to phase without exceeding the total sanctioned FAR for the First Phase.

**6.1.22** The Promoter will be entitled reciprocal easements and other reserved rights as provided hereunder **Schedule K**. The Owners and the purchaser confirm having unconditionally and irrevocably consented to and hereby again unconditionally and irrevocably consents the same in favour of the Promoter.

## **6.2 Covenants of the Vendors:**

**6.2.1** The Vendors hereby covenant with the Purchaser that they:

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

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

**6.2.3** The Vendors hereby further covenant with the Purchaser that the Vendors have received the Agreed Consideration mentioned in Schedule-F and acknowledge the receipt thereof in the Memo of Consideration hereunder.

**6.2.4** The Vendors hereby further covenant that the Purchaser shall, subject to observing, performing and complying with the mutual easements and restrictions mentioned in this Deed including in Schedule-D and with the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in Clause 6.1, Clause 6.3 and Schedule E, peaceably own, hold and enjoy the said Bungalow Unit.

### **6.3 Covenants of the Purchaser:**

**6.3.1** The Purchaser agrees, undertakes and covenants to:

- a) perform, observe and comply with all the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in particular in Clause 6.1, Clause 6.3 and Schedule-E;
- b) pay wholly in respect of the said Bungalow Unit and proportionately in respect of the Said Land and the Bungalow Units, the Common Expenses, Maintenance Charges, electricity charges and all levies, duties, cess, charges, surcharges, rates, taxes and outgoings including, but not limited to property taxes, land revenue, sales tax, GST, Works Contract Tax, betterment and/or development charges under any statute, rule or regulation, etc. that may be and/or become payable at any time (including enhancements thereto and/or new imposition) in accordance with law relating to the construction, transfer and ownership of the said Bungalow Unit and/or the maintenance of the Said Land and/or relating to the Agreement and/or this Deed of Conveyance without raising any objection thereto, within 7 (seven) days of demand being made and the Vendors shall not be liable for the same under any circumstance;
- c) regularly and punctually pay and contribute all costs and expenses

for the utilities and facilities provided and/or obtained in the said Bungalow Unit and ensure that those to the other Bungalow Units are not adversely affected by any acts or defaults of the Purchaser;

- d) not for any reason, directly or indirectly, make or cause any obstruction, interruption, hindrance, impediment, interference or objection in any manner relating to or concerning the completion of the Bungalow Units and/or the transfer, sale or disposal of any other Bungalow Unit or portion of the Said Land . In default, the Purchaser shall be responsible and liable for all losses and damages which the Vendors may suffer in this regard;
- e) not raise any objection or make any claim against the Vendors regarding the construction and/or the completion of the Bungalow Units and/or the said Bungalow Unit or regarding the already verified calculation of Carpet Area and Built-up Area of the said Bungalow Unit and/or regarding any of the matters/items mentioned in Clause 6.7 hereinbefore;
- f) not question the quantum or apportionment of the Common Expenses including those mentioned in Part-IV of Schedule-E hereto (Common Expenses) or the basis thereof or any other matter;
- g) not object and/or cause any inconvenience, hindrance, objection or disturbance to the user of the Common Areas (mentioned in Schedule-C) by the Vendors / Bungalow Owners/ tenants/ occupants of other Bungalow Units;
- h) not to make any construction or raise any additional floor/storey/construction on the roof of the said Bungalow and not to make any construction on the open space/area comprised in the said Bungalow Land and/or on any part of the Said Land ;
- i) not raise any objection or claim against the Vendors or create any hindrance or obstruction in relation to the rights and entitlements of the Vendors or any of them including under Clauses 6.1.3, 6.1.4, 6.1.5, 6.1.6, 6.1.7, 6.1.9, 6.1.10, 6.1.11, 6.1.12, 6.1.13, 6.1.14, 6.1.15 6.1.20, 6.1.21, and 6.1.22 ;
- j) comply with and honour the mutual easements and restrictions mentioned in Schedule-D;



- k) apply for mutation to the Authority and/or the BL & LRO within 30 days from the date of this Deed and take all necessary steps and get the said Bungalow Unit mutated in his name and/or get the same separately assessed by the Authority and/or the BL & LRO at his own costs within 6 (six) months thereafter;
- l) pay all amounts and deposits that are payable by the Purchaser under the Agreement and/or this Deed of Conveyance and/or which are the liability of the Purchaser under the Agreement and/or this Deed of Conveyance even if the same are demanded and/or become payable subsequent to the execution of this Deed of Conveyance;
- m) pay all future betterment/development charges etc. relating to the said Bungalow Unit and/or the Said Land ; and
- n) compensate any income tax liability that may become payable by the Vendors due to there being any difference between the market valuation of the said Bungalow Unit as per the registration authorities and the Agreed Consideration/Total Price paid by the Purchaser by making payment to the Vendors the agreed compensation equivalent to such income tax liability on such difference at the highest applicable tax rate at the prevailing time and any interest and/or penalty in respect thereof and such payment shall be made by the Purchaser within 15 days of demand by the Vendors and such liability and obligation shall continue even after handing over of possession and/or execution and registration of this Deed of Conveyance.

**6.3.2** The Purchaser agrees covenants and undertakes to make payment of all his dues under this Deed and to comply with and/or perform all the covenants, undertakings and obligations required to be complied with and/or performed on the part of the Purchaser in pursuance of this Deed or otherwise required by law.

**6.3.3** The Purchaser has entered into the Agreement and is executing this Deed of Conveyance for purchase of the said Bungalow Unit with full knowledge of all laws, rules and regulations, notifications, etc. applicable to the Project. The Purchaser agrees covenants and undertakes to comply with and carry out from time to time on and from the date of this Deed, all the requirements, requisitions, demands and repairs which are required by any competent authority at his own costs. The Purchaser declares and confirms that all payments made by him under the Agreement and/or this Deed of

Conveyance have been made in accordance with all applicable laws including, if the Purchaser is resident outside India, the Foreign Exchange Management Act, 1999, the Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and has filed necessary declarations, documents, permission, approvals, etc. The Purchaser shall be solely liable in the event of any failure or non-compliance and the Vendors shall have no responsibility or liability and the Purchaser shall keep the Vendors fully indemnified and harmless in this regard.

**6.3.4** With effect from the Date of Possession, the Purchaser shall be deemed to have fully satisfied himself in all respects including the Plans, the construction and the quality, specifications and workmanship thereof, the carpet area and built-up area, the quality of materials used, the structural stability and completion of the Bungalows, the Common Areas, the said Bungalow, etc. and shall not thereafter be entitled to raise any objection or make any claim regarding the same.

**6.3.5** The Purchaser shall pay the property taxes and land revenue in respect of the said Bungalow Unit from the date of grant of the Occupancy/Completion Certificate dated . Other liabilities payable by the Purchaser under this Deed or otherwise in respect of the said Bungalow Unit including Maintenance Charges, electricity charges, other impositions, outgoings and expenses etc. shall be paid by the Purchaser with effect from the date of grant of the Occupancy/Completion Certificate dated .

**6.3.6** The Purchaser shall be solely responsible to maintain the said Bungalow at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Bungalow Units, or the said Bungalow Unit or the Common Areas which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Bungalow Unit and shall keep the said Bungalow Unit, 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 Bungalow Units is not in any way damaged or jeopardized.

**6.3.7** The Purchaser undertakes, assures and guarantees that he/she would not put any sign-board /name-plate, neon light, publicity material or advertisement material etc. on the face facade of the said Bungalow Unit or anywhere on the exterior of the Said Land , Bungalow Units therein or the

Common Areas. The Purchaser shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser shall not store any hazardous or combustible goods in the said Bungalow Unit or place any heavy material in the said Bungalow Unit. The Purchaser shall also not remove any wall including the outer and load bearing wall of the said Bungalow.

**6.3.8** The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association and/or Maintenance Agency. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

#### **6.4 Completion of Construction and Possession:**

**6.4.1** The Occupancy/Completion Certificate has been issued by the Authority and the Vendors have on or before the execution of this Deed handed over to the Purchaser, physical possession of the said Bungalow Unit. The Purchaser has taken possession of the said Bungalow Unit to his full satisfaction after inspection and fully satisfying himself in all respects including the Plans sanctioned by the Authority, the actual construction of the Bungalow Units, the Common Areas and the said Bungalow Unit made by the Promoter (including the quality and specifications thereof, the Carpet Area and the Built-Up Area of the said Bungalow, the workmanship, specifications, quality of materials used and the structural stability of the said Bungalow) and confirms that the Vendors have complied with and/or are deemed to have complied with all their obligations including those under the Act and that the Purchaser has no claim of whatsoever nature against the Vendors or any of them on any account whatsoever. The Purchaser agrees, undertakes and covenants not to make any claim or raise any dispute whatsoever against the Vendors or any of them under any circumstances whatsoever.

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

## Schedule-A

(Details of purchase deeds)

The respective land area and L.R. Khatians comprised in each of the Dags along with Deed No. is mentioned in the table below:

S.N	L.R. DAG NO.	L.R. KH. NOS.	PURCHASED LAND AREA OF THE DAG ( IN DEC.)	Deed No
1	2916	4330	80	00804 for the year 2013, Baruipur
2	2917	4330	50	03805 for the year 2013, Baruipur
		4330	58	33 Dec - 03775 for the year 2013, Baruipur 50 Dec 00805 for the year 2013, Baruipur
		4342	33	04931 for the year 2013, Baruipur
3	2965	4329	41	10452 for the year 2013, Baruipur
4	2966	4329	82	41 Dec- 09059 for the year 2012, Baruipur 41 Dec -09179 for the year 2012, Baruipur
5	2967	3256	13	6 dec - 09059 for the year 2012, Baruipur 7 Dec 09179 for the year 2012, Baruipur
		4329	27	10460 for the year 2012, Baruipur
6	2968	4329	15	10048 Foor the Year 2012, Baruipur

7	2969	4329	22	11 Dec 09806 for the year 2012, Baruipur 11 Dec 09794 for the Year 2012, Baruipur
8	2970	4342	37	08910 for the year 2013, Baruipur
9	2971	4342	34	08910 for the year 2013, Baruipur
10	2972	4329	17	09060 for the year 2012, Baruipur
11	2973	4329	18	09057 for the year 2012, Baruipur
12	2974	4330	34	00767 for the Year 2013, Baruipur
13	2975	4329	10	10461 for the year 2012, Baruipur
		4953	3	160307780 for the year 2021, Alipore
		4983	3	160307779 for the year 2021, Alipore
		4983	3	160307781 for the year 2021, Alipore
14	2976	4330	17	00797 for the year 2013, Baruipur
15	2977	4329	103	18.5 dec -09806 for the Year 2012, Baruipur 18.5 dec -09794 for the Year 2012, Baruipur 66 dec -09619 for the year 2012, Baruipur
16	3023	4329	15	8 Dec 10457 for the year 2012, Baruipur 7 Dec 10454 for the year 2012, Baruipur
17	3024	4329	57	57 dec -09606 for the year 2012, Baruipur

		4439	11	11 Dec 161101009 for the y 2021, Baruipur
18	3025	4329	12	12 Dec -09807 for the year 2012, Baruipur
		4330	15	15 Dec - 04928 For the year 2013, Baruipur
		4810	2	2 dec -161107999 for the year 2019, Baruipur
		4891	1	1 dec -161108407 for the year 2019, Baruipur
19	3026	4330	22	00768 for the year 2013, Baruipur
20	3027	4368	59	09855 for the Year 2013, Baruipur
21	3028	4329	41	09603 for the year 2012, Baruipur
22	3027/3134	4368	26	09855 for the Year 2013, Baruipur
23	3641	4330	65	49.5 Dec 00798 for the Year 2013, Baruipur
		4329	41	15.00 dec 00794 for the year 2013, Baruipur 10462 for the year 2012, Baruipur
24	3642	4329	46	29.50 dec -09788 for the year 2012, Baruipur 16.5 Dec 10451 for the year 2012, Baruipur
25	3643	4330	38	00807 for the year 2013 , Baruipur
26	3644	4329	19	9.5 Dec 09794 for the year 2012, Baruipur 9.5 Dec 09806 for the year 2012, Baruipur

27	3645	4329	84	10453 for the Year 2012 , Baruipur
28	3646	4329	27	09058 for the year 2012, Baruipur
		4330	26.8	00806 for the year 2013, Baruipur
		4810	2	161108407 for the year 2019, Baruipur
		4891	7.2	161107999 for the year 2019, Baruipur
29	3647	4330	9	5 dec Each 04910 & 04911 for the year 2013, Baruipur
		4368	59	53 dec 09856 for the year 2013, Baruipur
		4820	6	6 Dec 08947 for the year 2013 , Baruipur
		4884	7	7 dec 08906 for the year 2013, Baruipur
		4976	50	
30	3648	4329	82	10459 for the year 2012, baruipur
31	3649	4330	75	00795 for the year 2013, Baruipur
32	3650	4329	50	10455 for the year 2012, Baruipur
		4330	85	15 Dec -00796 for the year 2013, Baruipur
				70 Dec -00766 for the year 2013, Baruipur
33	3651	4330	123	27 Dec - 00799/2013, 47 dec -04910/13 47 Dec - 04911/13- Baruipur
		4368	10	08906 for the year

		4820	2	2013, Baruipur
		4981	10	08947 for the year 2013, Baruipur
34	3652	1308	25	7.25 Dec - 161101657 of 2016, Baruipur 14.50 Dec - 161101655 of 2016, Baruipur
		4439	50	
		4811	25	
35	3653	4329	24	10458 of the year 2012, Baruipur
36	3654	663	4	10456 of the year 2012, Baruipur 8.25 Dec -19794 /2012, 8.25 Dec - 09806 of 2012, Baruipur 92 Dec -00945 /2013, 92 Dec - 0944/2013, 91Dec 00943/2013, Baruipur 09857 of year 2013, Baruipur
		4278	13	
		4329	31	
		4330	275	
		4368	33	
37	3660	4330	77	00803 of the year 2013, Baruipur
38	3661	4342	25	8.25 Dec - 10098/2013, 8.25 Dec- 08909/2013, Baruipur 16.50 Dec 08912/2013 Baruipur
		4368	8	01201 of the year 2014, Baruipur
39	3662	4330	41	00803 of the Year



				2013, Baruipur
40	3663	4819	122	04150 of the year 2014, Baruipur
41	3664	4330	70	00800 of the Year 2013, Baruipur
		4342	70	04918 of the year 2013, Baruipur
42	3665	1196	5	Pending with ADSR , Baruipur
		2226	5	
		2314	5	
		2324/1	5	
		2477	5	
43	3666	4342	17	5.75 dec-08909 /2013, 5.75 Dec 01201/ 2014- Baruipur
		4368	6	11.50 Dec -08912 /2013 , Baruipur
44	3667	4342	51	04930 of the year 2013, Baruipur
45	3668	4342	2	04930 of the year 2013, Baruipur
46	3669	4342	42	04930 of the year 2013, Baruipur
47	3670	4329	168	09793 of the year 2012, Baruipur
48	3671	4330	250	100 Dec - 00801 of the year 2013, Baruipur 100 Dec 00802 of the year 2013, Baruipur 50 Dec 00767 of the year 2013, Baruipur
49	3672	4329	157	81 Dec - 09061/2012, Baruipur 75.25 -10022/2012 , Baruipur
50	3673	4329	8	09793/2012,

				baruipur
51	3675	4342 4439 4786	40 8 33	40 Dec -8908/2013 , Baruipur 33.75-10099/2013, Baruipur 6.75 Dec 161101658, 2016 Baruipur
52	3676	4342 4439 4786	56 25 20	08905 of the year 2013, Baruipur 20.25 Dec -10099 of the year 2013, Baruipur 21 dec -161102102 , 4.05 -161101658/ 16, Baruipur
53	3677	4343	105	52.5 Dec 04927 /2013 ,Baruipur 52.50 Dec 04929 /2013 Baruipur
54	3678	4329 4330 4810 4883	50 60 7 2	09807/2012, Baruipur 04928/2013 Baruipur 161107999/2019, baruipur 161108407 /2019, baruipur
55	3679	4330	8	00769/2013 , Baruipur
56	3681	4368	10	09855/ 2013, Baruipur
57	3682	4329	17	09602/2012 Baruipur
58	3672/3851	4329 4330	135 65	67 Dec -09785/ 2012, Baruipur' 67 Dec - 09605/2012,

		4983	2	Baruipur 67 Dec - 04912/2013, Baruipur
59	3645/3852	4329	15	10048/2012, Baruipur
60	3682/3864	4329	16	09603/2012 Baruipur
		4438	1	09603/2012, Baruipur
61	3682/3865	4329	16	09602/2012, Baruipur
62	3682/3866	4329	18	09603/2012, Baruipur
		<b>TOTAL</b>	<b>4213</b>	

## Schedule-B

### PART I - "SAID LAND"

ALL THAT several land parcels including but not limited to land measuring about 42.13 Acres, more or less, comprised in several L. R. Dag Nos. including but not limited to L.R. Dag Nos. 2916, 2917, 2965,, 2966, 2967, 2968, 2969, 2970, 2971, 2972, 2973, 2974, 2975, 2976, 2977, 3023, 3024, 3025, 3026, 3027, 3028, 3027/3134, 3641, 3642, 3643, 3644, 3645, 3646, 3647, 3648, 3649, 3650, 3651, 3652, 3653, 3654, 3660, 3661, 3662, 3663, 3664, 3665, 3666, 3667, 3668, 3669, 3670, 3671, 3672, 3673, 3675, 3676, 3677, 3678, 3679, 3681, 3682, 3672/3851, 3645/3852, 3682/3864, 3682/3865 and 3682/3866, corresponding to several R.S. Dag Nos. including but not limited to R.S. Dag Nos. 923, 1481, 1711, 937, 826, 758, 585, 824, 847, 585, 929, 1645, 815, 985, 818, 1469, 1654, 683, 826, 924, 792, 747, 1465, 949, 675, 816, 786, 752, 784, 938, 1471, 675, 957, 818 and 815, under several L. R. Khatian Nos. including but not limited to 4330, 4342, 4329, 4953, 4439, 4810, 4891, 4368, 4976, 4884, 4820, 4981, 4811, 4819, 4786, 4343, 4883, 4983 and 4438, all lying and situated at Mouza Uttar Bhag, J. L. No. 113, within the jurisdiction of ADSR Baruipur, under Ramnagar I & II Gram Panchayat, Police Station Baruipur, Post Office Ramnagar, District South 24 Parganas and butted and bounded in the following manner:

On the North :

By L.R. Dag Nos. 2915 to 3863, 3640, 3638 and 3637;

On the East

By L.R. Dag Nos. 3655, 3656, 3657, 3658 ,3659 and 3693:

On the South:

By Baruipur – Canning Road

On the West:

By L. R. Dag Nos. 3029, 3022, 2964, 2918 and 3126.

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

## Part- II

### First Phase Land

S N	L.R. DAG NO.	AREA OF PHASE-1	
		IN SQ.FT.	IN DEC.
1	2965	11514	26.65
2	2966	20969	48.53
3	2967	11273	26.09
4	2968	1352	3.13
5	2976	7227	16.73
6	2969	1845	4.27

7	2975	8572	19.84
8	2970	9590	22.20
9	2971	8061	18.66
10	2972	398	0.92
11	2973	6726	15.57
12	3644	219	0.51
13	3645/3852	1103	2.55
14	2974	12724	29.45
15	2977	18900	43.75
16	3671	12386	28.67
17	3672	46015	106.51
18	3024	11207	25.94
19	3672/3851	41679	96.47
20	3025	991	2.29
21	3678	39714	91.92
<b>TOTAL</b>		<b>272462</b>	<b>630.64</b>

## **Schedule -C (Common Areas)**

1. Central lawn cum festival ground
2. Grass mound
3. Feature plantation
4. Herb garden
5. Sculptural installations
6. Walkway
7. Yoga lawn
8. Tree court temple plaza
9. Stepped planter
10. Lily pond
11. Grass grid pavers
12. Seating alcove
13. Seat cum planter
14. Accent paving at node
15. Speed tables for pedestrian crossing
16. Bicycle track
17. Orchard
18. Yoga lawn
19. Tot-lot area
20. Tree court seating
21. Palm court with reflexology pathway
22. Lotus pond
23. Water body
24. Play court plaza
25. Security cabin
26. Residential entry gate
27. Entry/exit gate, Drive way
28. STP
29. DG Power Back up
30. Transformer Substation
31. Electric Poles, Wires & Cables.
32. Drainage Pits & Solid waste Disposable Pipes
33. Underground water tank & Pump Room
34. Borewalls , Valves & Distribution Pipes

Common Areas are subject to the reservations and/or the rights of the Vendors under the Agreement and this Deed.

Notwithstanding anything to the contrary contained elsewhere it is hereby expressly agreed that Neither any of the following is intended to be transferred nor the same is being transferred in favour of the Purchaser under any circumstances whatsoever:-

- i) open and covered spaces in the Project and the Said Land that are not included in the Common Areas mentioned above herein,
- ii) other Bungalows, Bungalow Lands and Bungalow Units in the Project and/or the Said Land,
- iii) Right of further construction on any part of the open land/space comprised in the Said Land and/or the said Bungalow Land or raising of any additional floor/storey/construction on the roof of the said Bungalow and/or the roofs of the Bungalow Units,
- iv) The Club and the Club Land delineated in Pink borders in the site map or plan annexed hereto, and
- v) the Commercial Complex, Mall and related area called as Commercial Block Land delineated in Red borders in the site map or plan annexed hereto
- vi) The roof of the overhead water tanks and lift machine rooms, the parapet walls,
- vii) Open terraces on any floors of the Block
- viii) the open/covered/stilt/mechanical Parking spaces of the Block (Save and except the parking space, terraces specifically allotted to the Purchaser.
- ix) The elevation and the exterior of the Block
- x) Storage areas
- xi) Gardens attached to a Row House/Bungalow
- xii) Basement not meant for Common Use
- xiii) Any Community or Commercial facility which is not meant for common use
- xiv) Daily convenience Store with Milk, fruits, vegetables and other edibles, Beauty Parlour within the Project, if created, or the Entire Row House/Bungalow Complex
- xv) Such other open and covered spaces which is hereinafter expressed or intended not to be a common portion and the rights thereto are not intended to be transferred, nor the same shall be transferred in favour of the Purchaser in as much as the same shall belong exclusively to the Vendors and the Purchaser shall have no right, title, interest, claim or entitlement whatsoever in respect

thereof and the Vendors shall be entitled to use, utilise, transfer, assign, 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 Vendors in their absolute discretion, without any reference to the Purchaser who hereby consents to the same and hereby disclaims, relinquishes, releases and/or waives any right, title, interest, entitlement or claim that the purchaser may be entitled to, both in law or any equity, in favour of the Vendors. The purchaser shall not have any right to make any construction anywhere in the Said Land and/or the said Bungalow Land and/or the Project.

#### **Schedule-D (Easements & Restriction)**

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

1. The right of ingress to and egress from their respective Bungalow Units over the Common Areas mentioned in Schedule-C.
2. The right of passage of wires, cables, pipes and drains and other equipment and utilities including connections for water, electricity, telephone, cable- TV, etc. to and through each and every portion of the Said Land including all the Bungalow Units therein.
3. The right of support, shelter and protection of each portion of the Bungalow Units by the other portions thereof.
4. Such rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part or parcel of Bungalow Units or necessary for the use or enjoyment thereof by the Bungalow Owners in common with each other subject however to the terms, conditions and covenants mentioned in this Deed including in particular in Schedule-E hereto.
5. The right of the Bungalow Owners, with or without workmen, and



necessary materials to enter into all parts of the Said Land , including all the Bungalow Units therein for repairs at daytime upon giving 48 (forty-eight) hours prior notice to the persons affected thereby provided however that no prior notice or timing shall be necessary in emergent circumstances.

## **Schedule-E (Purchaser's Covenants)**

### **Part-I**

#### **(Specific Covenants)**

1. The Purchaser agrees undertakes and covenants to:
  - i) comply with and observe the rules, regulations and bye-laws framed by the Vendors/Maintenance Agency/Association from time to time;
  - ii) permit the Maintenance Agency and its men, agents and workmen to enter into the said Bungalow Unit or any part thereof for causing necessary repairs and maintenance or to set right any defect for the Common Purposes or the Project with prior reasonable notice except in case of emergency/urgency;
  - iii) deposit the amounts for various purposes as required by the Promoter and/or the Maintenance Agency;
  - iv) use and occupy the said Bungalow Unit only for the purpose of residence and shall not be entitled to and shall not kill, slaughter or otherwise harm or injure animals, livestock or birds etc. within the said Bungalow Unit and/or the Banglow / Row House Land or on any portion thereof;
  - v) use the Common Areas mentioned in Schedule C without causing any hindrance or obstruction to other Bungalow Owners and occupants of the Said Land ;
  - vi) keep the said Bungalow Unit and party walls, sewers, drains, pipes, cables, wires, entrance and main entrance serving any other Bungalow Unit in the said Banglow / Row House land in good

- and substantial repair and condition so as to support shelter and protect and keep habitable the other Bungalow Units and parts of the Said Land ;
- vii) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Bungalow Unit or the Common Areas for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise and also not to make any form of alteration to the external façade of the said Bungalow Unit;
  - viii) maintain and/or remain responsible for the structural stability of the said Bungalow Unit and not to do anything which has the effect of affecting the structural stability of the said Bungalow Unit and in case of any deviation, breach, violation or default of this sub-clause the Purchaser undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. /- (      ) per square feet of the built up area of the said Bungalow Unit together with applicable Goods and Services Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter;
  - ix) use and enjoy the Common Areas mentioned in Schedule C only to the extent required for ingress to and egress from the said Bungalow Unit of men, materials and utilities;
  - x) sign and deliver to the Promoter/WBSEDCL all papers, applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Bungalow Unit from West Bengal State Electricity Distribution Company Limited (WBSEDCL) in the name of the Purchaser and until the same be obtained, the Promoter shall provide or cause to be provided reasonable quantum of electricity from its own sources and install at the request and cost of the Purchaser a temporary electric meter in or for the said Bungalow Unit and the Purchaser shall pay all monthly charges for electricity shown by such meter as consumed in or relating to the said Bungalow Unit;
  - xi) be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the said Bungalow Unit only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other Bungalow Owners. The main electric meter shall be installed only at the common meter space. The Purchaser shall under no circumstances be entitled to affix, draw or string wires, cables or

- pipes from, to or through any part or portion of the said Bungalow Unit, the Banglow / Row House land and outside walls of the said Bungalow Unit save in the manner indicated by the Promoter/Maintenance Agency (upon formation);
- xii) bear and pay the Common Expenses and all other costs, expenses and outgoings in respect of the Said Land proportionately and the said Bungalow Unit wholly and the same shall initially be payable to the Maintenance Agency;
  - xiii) pay property tax, land revenue and all other rates, taxes, levies, duties, charges, impositions, outgoings and expenses in respect of the Said Land proportionately and the said Bungalow Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Bungalow Unit until the same is assessed separately by the Authority and/or the BL & LRO;
  - xiv) pay for other utilities consumed in or relating to the said Bungalow Unit;
  - xv) allow the other Bungalow Owners the right to easements and/or quasi- easements;
  - xvi) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, property taxes, land revenue and other taxes and payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier;
  - xvii) make payment of applicable Goods and Services Tax that may be payable in respect of all amounts to be paid by the Purchaser to the Promoter, the Maintenance Agency and/or Association in terms of the Agreement and/or this Deed as also to pay all other taxes payable by the Purchaser in terms of the Agreement and/or this Deed; and
  - xviii) observe and comply with such other covenants as be deemed reasonable by the Promoter for the Common Purposes.

2. the Purchaser has agreed and covenanted:

- a) not to damage, demolish or cause to be damaged or demolished the said Bungalow or any part thereof;
- b) not to do anything that may affect the structural strength of the beams, columns, partition walls or any portion of the Bungalows and not to make changes of a permanent nature except with the prior approval in writing of the Maintenance Agency and with the sanction of the authorities concerned;
- c) not to put any nameplate or letter box or board in the Common

Areas or on the outside walls of the said Bungalow Unit save at the place as be approved or provided by the Promoter Provided However That nothing contained herein shall prevent the Purchaser to put a decent nameplate at the space designated for such purpose by the Promoter on the boundary walls of the said Bungalow Unit;

- d) not to put any neon-sign or board in the Common Areas or on the outside walls of the said Bungalow under any circumstances whatsoever;
- e) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Bungalow or any portion thereof and not to change the colour or design of balcony, balcony railings, window grills, and/or change the outer elevation of the said Bungalow or the Bungalows under any circumstance;
- f) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Bungalow Unit or any part of the Said Land or may cause any increase in the premium payable in respect thereof;
- g) not to make or permit or play any disturbing noises or loud sounds or music in the Banglow / Row House land or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other occupiers of the Said Land and/or disturb them;
- h) not to claim any right, title, interest, or entitlement whatsoever in open and covered spaces in the Project and the Said Land that are not included in the Common Areas mentioned in **Schedule C**.
- i) not to install or use any shades, awnings, window guards or ventilators excepting such as shall have been approved by the Maintenance Agency/Association;
- j) not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation;
- k) not to decorate the exterior of the Bungalow Units otherwise than in the manner agreed by the Promoter in writing or in the manner as

near as may be in which it was previously decorated and also not to alter or permit any alteration in the outside colour scheme of the exposed walls of the verandahs lounge or any external walls or the fences of external doors and windows including grills/gates of the said Bungalow Unit which in the opinion of the Maintenance Agency differ from the colour Scheme of the Bungalow Units or deviation or which in the opinion of the Maintenance Agency may affect the elevation in respect of the exterior walls of the Bungalow Units and/or the Banglow/ Row House land;

- l) not to deposit or throw or permit to be deposited or thrown any garbage, rubbish or refuse or waste in or around the staircase, lobby, landings or in any other common areas or installations of the Bungalow Units and the Banglow / Row House land and to deposit the same in such place only in the Said Land and at such time and in such manner as the Maintenance Agency may direct;
- m) not to store or allow anyone to store any equipment furniture goods materials articles or things in or around the Common Areas or installations of the Project; not to plant any trees in or around the Common Areas or installations of the Project; not to use or allow anyone to use the Common Areas for any private or public worship and/or any gathering and/or any function;
- n) not to store in the said Bungalow Unit or any part of the Said Land any hazardous, combustible, inflammable, injurious or obnoxious article likely to injure, damage or prejudicially affect or expose the Said Land or any part thereof and/or the Banglow / Row House land and/or any neighboring property to any risk of fire or any accident;
- o) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Bungalow Units in the Said Land ;
- p) not to make any construction or raise any additional floor/storey/construction on the roof of the said Bungalow and/or on the roofs of the Bungalow Units and not to claim any right over and/or in respect of any open land at the Said Land or in any other open or covered spaces of the Bungalow Units and the Said Land reserved or intended to be reserved by the Promoters for their own exclusive use and enjoyment and not meant to be a common area or

portion and notwithstanding any inconvenience to be suffered by him and not to obstruct any Additional/Further Constructions which may be made by the Promoter thereat or on any part thereof;

- q) not to object to or hinder sanction of Additional/Further Constructions or to the resultant variation in the Proportionate share and the Purchaser shall not object to the changes and/or inconvenience caused due to such construction being made by the Promoter from time to time even after the Date of Possession;
- r) not to make or cause, directly or indirectly, any obstruction, interruption, hindrance, impediment, interference or objection in any manner and/or for any reason whatsoever, relating to or concerning the construction or completion or sale of the Said Land and/or the Bungalow Units therein by the Promoter at any time, whether before or after the Date of Possession and/or delivery of possession of the said Bungalow Unit to the Purchaser, notwithstanding there being temporary inconvenience in the use and enjoyment of the said Bungalow Unit by the Purchaser and to be responsible and liable for all losses and damages which the Promoter may suffer in this regard due to any default by the Purchaser;
- s) not to object, obstruct or create any hindrance to the Promoter making Additional/Further Constructions subsequently and/or granting similar rights to the owners and occupiers thereof in respect of the Common Areas;
- t) not to object, obstruct or create any hindrance to the use of the Common Areas mentioned in Schedule C by the owners and occupiers of all Bungalow Units and/or other spaces of the Project as also the Additional/Further Constructions;
- u) not to shift or obstruct any windows or lights in the said Bungalow or the Banglow / Row House land and not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Bungalow without the prior consent in writing of the Promoter and/or the Association;
- v) not cover the Common Areas, fire exits and balconies/terraces (if any) of the said Bungalow;

w) not to block or occupy or encroach upon or obstruct or keep any article or goods in any pathways, passages, corridors, stairways, entrances or lobby or any of the Common Areas in any manner whatsoever;

x) not hang or cause to be hung clothes from the balconies of the said Bungalow;

y) not to park or allow anyone to park any car at any place other than the space earmarked for parking car(s) of the Purchaser, if any, within the said Bungalow;

z) not to use the said Bungalow Unit for any purpose save and except for residential purpose and not to use the said Bungalow Unit for any commercial, business or professional purpose including without limitation, as a doctor's chamber, diagnostic or testing unit, nursing home, computer or educational training centre, repairing centre, commercial guest house, Club House, Eatery, boarding house, lodge, business centre, etc or for commercial, illegal or immoral purposes or in any manner that may cause nuisance to occupiers of the other portions of the Said Land;

- aa) not to do any addition, alteration, structural changes, construction or demolition in the said Bungalow Unit without prior written permission from the Authority and other concerned authorities as also the Maintenance Agency and also subject to the condition that the same is not restricted under any other provision of the Agreement and/or this Deed;

bb) not to make any claim of any nature whatsoever in respect of the Said Land other than the said Bungalow Unit hereby transferred and the common enjoyment of the Common Areas;

cc) not to inscribe, install or expose any sign, notice or advertisement on or at a window or other part of the Banglow / Row House Land and shall not project anything out of the Banglow/ Row House land;

dd) not to keep or harbour any bird or animal in the Common Areas of the Said Land;

ee) not to make claim of any right of pre-emption or otherwise regarding any of the other Bungalow Units or any portion of the Said

Land;

ff) not to install any air-conditioner except at the spaces that may be specified by the Promoter for installation of the split type air-conditioner and its Outdoor Unit and at no point of time to change the position or arrangement for the installation of air-conditioner without prior written consent of the Promoter or the Association and under no circumstances to install any window type air-conditioner;

gg) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any portion of the Said Land not forming part of the Common Areas;

hh) not to install any external wires or cables that may be visible outside the said Bungalow;

ii) not to put any film, whether coloured, reflective or otherwise on the windows/glass, whether external or internal;

jj) not to install any false ceiling in the said Bungalow without first making provision for the fire sprinkler and fire alarm system to be appropriately installed at the costs of the Purchaser in the manner that the same are visible and operative externally and outside the false ceiling and do not adversely affect the fire safety;

kk) not to subdivide the said Bungalow Unit or any portion thereof;

ll) not to carry on or permit to be carried on at the said Bungalow Unit or any part thereof at any time any dangerous, noisy, obnoxious or offensive act or any nuisance or do any act, matter or thing which may cause annoyance or inconvenience to the other Bungalow Owners/occupiers of the Said Land and/or the neighbourhood;

mm) not to use the said Bungalow Unit in a manner that may pose a risk of damage to the environment and not to engage in any activity which could subject the Promoter to any liability under environmental laws or any other laws;

nn) not to interfere in any manner with the right, title, interest or entitlement of the Vendors and/or their transferees in respect of other Bungalow Units;



oo) not to do anything that may be contrary to the terms, conditions, restrictions, stipulations and covenants contained in the Agreement and/or this Deed of Conveyance;

pp) not to change the Project name and its logo under any circumstances whatsoever; and

qq) not to do anything that may be contrary to Clause 6.1.3.

3. The Purchaser agrees, undertakes and covenants not to make or cause, directly or indirectly, any objection, interruption, interference, hindrance, obstruction or impediment for any reason or in any manner whatsoever relating to the Said Land or concerning the development, construction, or completion of the Said Land including the Common Areas and/or any further extension, expansion, construction, addition or alteration therein from time to time and/or the transfer, sale or disposal of any Bungalow Unit at the Said Land or any portion thereof by the Vendors.
4. The Purchaser shall have no connection whatsoever with the other Bungalow Owners and there shall be no privity of contract or any agreement or arrangement as amongst the Purchaser and the other Bungalow Owners (either express or implied) and the Purchaser shall be responsible to the Promoter for fulfilment of the Purchaser's obligations irrespective of non-compliance by any other Bungalow Owner.
5. Notwithstanding anything to the contrary contained elsewhere in this Deed, the Purchaser shall pay the Maintenance Charges in respect of the said Bungalow Unit as also other costs, expenses and outgoings in respect of the said Bungalow Unit and other costs, expenses and outgoings in respect of the Bungalow Unit with effect from the date of grant of the Occupancy/Completion Certificate dated..... The Purchaser shall be liable to pay the property taxes, land revenue and other taxes from the date of grant of the Occupancy/Completion Certificate dated .
6. The stamp duty, registration fees and incidental expenses in respect of this Deed of Conveyance are being paid and borne by the

Purchaser. The Goods and Services Tax payable in respect of the Agreed Consideration mentioned in this Deed as also the other amounts and/or Deposits that have been paid and/or are payable by the Purchaser, shall be borne and paid by and be the sole liability of the Purchaser who agrees and undertakes to make payment of the same even if the same are found payable and/or demanded in future. The Purchaser hereby indemnifies the Vendors fully regarding the above.

7. The Project and the Bungalows constructed at the Said Land have been named as "RDB UTSAV" and the same shall always be known by the said name. The Purchaser and/or the Bungalow Owners and/or the Association and/or the Maintenance Agency shall not be entitled to change the said name under any circumstances whatsoever and shall not remove the signage of the Project's name that has been installed at the Said Land.
8. The Purchaser may deal with or dispose of or assign or alienate or transfer the said Bungalow Unit subject to the following conditions:
  - I) The said Bungalow Unit shall be one single indivisible unit/lot for all purposes and shall not be partitioned or dismembered in parts and shall not be sold or transferred in divided or demarcated parts by the Purchaser. In case of sale of the said Bungalow Unit in favour of more than one buyer, the same shall be done in their favour jointly and in undivided shares.
  - II) The transfer of the said Bungalow Unit by the Purchaser shall not be in any manner inconsistent with the Agreement and/or this Deed of Conveyance and the covenants contained in the Agreement and/or herein shall run with the land and/or transfer. The person(s) to whom the Purchaser may transfer/alienate the said Bungalow Unit shall automatically be also bound by the same terms, conditions, covenants, stipulations, undertakings and obligations as applicable to the Purchaser by law and/or by virtue of the Agreement and/or this Deed of Conveyance.
  - III) All the dues including outstanding amounts, interest, Maintenance Charges, electricity charges, property taxes, land revenue and other taxes etc. relating to the said Bungalow Unit payable to the Vendors, the Maintenance Agency, the Association and the Authority and other concerned persons/entities are paid by the

Purchaser in full prior to the proposed transfer/alienation. Such dues, if any, shall in any event, run with such proposed transfer and the transferee shall be liable to make payment of the same.

9. The Purchaser shall not claim any partition of the Said Land.
10. The Purchaser agrees, undertakes and covenants not to make any claim of any nature whatsoever against any person who has been granted any right by the Vendors in respect of the Said Land or any portion thereof nor against the Vendors with regard thereto nor shall in any manner obstruct such user and/or enjoyment.
11. The Purchaser shall be responsible for and shall keep the Vendors and the Maintenance Agency indemnified of from and against all damages, claims, demands, costs, charges, expenses and proceedings occasioned relating to the Said Land or to any person due to any negligence or any act, deed, thing or omission made done or occasioned by the Purchaser and shall keep the Vendors and the Maintenance Agency indemnified of from and against all actions claims proceedings costs expenses and demands made against or suffered by the Vendors and the Maintenance Agency as a result of any act, omission or negligence of the Purchaser or the servants, agents, licensees, invitees or visitors of the Purchaser and/or any breach or non-observance by the Purchaser of the Purchaser's covenants and/or any of the terms herein contained.
12. In case of there being a failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Purchaser to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under the Agreement or this Deed of Conveyance or otherwise under law, then the Vendors and/or the Association shall be entitled to issue a Notice to the Purchaser calling upon the Purchaser to rectify, remedy, make good or set right the same within one month from the date of issue of such Notice. If the Purchaser does not comply with the said Notice to the satisfaction of the Vendors and/or the Association within the above time, then the Purchaser shall be liable to pay compensation and/or damages that may be quantified by the Vendors and/or the Association in addition to the Purchaser being compelled to rectify, remedy, make good or set right the same as also withholding use of the Common Areas by the Purchaser.

13. If any act or omission of the Purchaser results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or the construction of the Bungalows or any portion thereof including further constructions, additions, and/or alterations from time to time and/or in the transfer, sale or disposal of any Bungalow Unit or portion of the Said Land, then in that event the Purchaser shall be liable to pay to the Vendors compensation and/or damages that may be quantified by the Vendors.
14. Besides the aforesaid rights, the Vendors shall also be entitled to enforce any other right to which the Vendors may be entitled to in law by reason of any default or breach on the part of the Purchaser.
15. It is agreed that in case any major structural defect in construction (excluding any purchased materials and/or items) is brought to the notice of the Promoter within a period of 5 (five) years by the Purchaser from the date of the Occupancy/Completion Certificate dated \_\_\_\_\_, the Promoter shall take steps to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided However that the Promoter shall not be liable under any circumstances if any additions, alterations and/or modifications etc. have been made in the said Bungalow Unit by the Purchaser herein and/or if there is any deviation found from the sanctioned Plans. It is further made clear that the structural defect, if any, must be certified by a licensed Architect and/or structural engineer of the Promoter that it is a defect made at the time of construction and is not due to wear and tear and/or due to weather elements and/or natural causes /calamities and/or due to any additions, alterations and/or modifications, etc. made by the Purchaser and/or occupants of the said Bungalow Unit. The decision of the Architects including regarding the quality and specifications of the materials and the workmanship regarding construction shall be final and binding on the parties.
16. The Vendors shall compensate the Purchaser in case of any loss caused to him due to defective title of the said Bungalow Land that is known to the Vendors but has not been disclosed to the Purchaser or

which the Purchaser could not have found out inspite of due diligence and care, in the manner as provided under the Act subject to the Purchaser not having committed default or violation or breach or non-compliance of any of the terms and conditions of the Agreement or this Deed and subject to the Purchaser having made timely payments of all amounts under the Agreement and/or this Deed and/or otherwise required under law. It is further made clear that under no circumstances shall the Vendors be liable for any defective title not created by the Vendors and/or any defect that existed prior to the purchase of the said Bungalow Land.

17. The Promoter/Maintenance Agency/Association shall have rights of unrestricted access to all Common Areas mentioned in Schedule C for providing necessary maintenance and repair services and the Purchaser agrees to permit the Promoter/Maintenance Agency/Association to enter into the said Bungalow Unit or any part thereof after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to cause necessary repairs and maintenance and set right any defect.
18. In case there are joint Purchasers, all communications shall be sent by the Vendors to the Purchaser whose name appears first and at the address given by him which shall for all intents and purposes be considered as properly served on all the Purchasers.
19. The General Terms and Conditions (GTC) on the basis of which the transaction has been entered into shall continue to be valid and subsisting and shall be deemed to be a part of the Agreement as also this Deed of Conveyance. Waiver or limitation of any right or interest and/or any consent given by any party in the GTC, Agreement and/or this Deed of Conveyance and/or any part hereof and/or in any document hereafter, shall be valid and binding.
20. The transaction contemplated herein is a single transaction of sale and purchase of the said Bungalow Unit and does not constitute any Party to be the agent of the other Party and no form of service is contemplated. It is further hereby expressly intended and agreed by and between the parties hereto that nothing herein contained shall be construed to be a "Works Contract" and it is hereby further intended and agreed by and between the parties hereto that in the event the Vendors are liable to make payment of any Sales Tax, VAT, Works

Contract Tax, Goods & Services Tax or any other statutory tax, duty or levy in respect of the Agreement or this Deed of Conveyance or the transfer of the said Bungalow Unit contemplated hereby, the Purchaser shall be liable to and agrees to make payment of the same even after execution and registration of this Deed of Conveyance.

21. All rights and obligations of the Promoter and the Owners inter se shall be governed by the Development Agreement which shall override anything contained herein which is contrary to or inconsistent with such rights and obligations.

## **Part - II**

### **(Maintenance)**

1. The Said Land and the Common Areas shall be managed and maintained by the Maintenance Agency.
2. The Purchaser shall accept the rules and regulations made by the Maintenance Agency (Rules) and shall diligently observe, perform and comply with the same.
3. The Maintenance Agency shall function at the costs of the Bungalow Owners and will work on the basis of advance payments and/or reimbursements of all costs and outgoings for Common Purposes, including establishment costs and costs of its formation and/or operations and requirements for doing and/or making provisions for repairs painting replacements and renovations and for unforeseen eventualities.
4. The Maintenance Agency shall collect and pay all rates, taxes and outgoings, including for insurance of the Said Land, which are not separately charged or assessed or levied on the Bungalow Owners.
5. The Purchaser shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by Maintenance Agency/Association (upon formation), within the prescribed due date, failing which the Purchaser shall pay interest at the same rate prescribed in the Rules for delayed payments, for the period of delay, computed from the date the payment became due till the date of payment, to the Maintenance Agency/Association (upon formation), as the case may

be, and there shall be restriction on sale, transfer, lease or tenancy of the said Bungalow Unit till the dues are fully paid as also damages suffered or costs incurred, if any, due to delay in making payment or for realization. The liability to pay interest shall be without prejudice to the right of the Maintenance Agency under Clause 8 below.

6. Apportionment of any liability of the Purchaser in respect of any item of expenses, taxes, dues, levies or outgoings payable by the Purchaser pursuant to this Deed or otherwise shall be Proportionate.
7. The Maintenance Charges payable by the Purchaser with effect from the date of grant of the Occupancy/Completion Certificate dated \_\_\_\_\_, shall be payable on a monthly basis on the basis of the bills to be raised by Maintenance Agency/Association (upon formation), such bills being conclusive proof of the liability of the Purchaser in respect thereof. The Maintenance Charges shall be decided by the Promoter from time to time subject to a minimum of Rs. \_\_\_\_/- per square feet of built-up area per month for the said Bungalow together with applicable Goods and Services Tax. The Maintenance Agency/Association shall be entitled to revise and increase the Maintenance Charges from time to time and the Purchaser shall not be entitled to object thereto.
8. The Purchaser also admits and accepts that the Maintenance Agency/Association shall also be entitled to withdraw, withhold, disconnect or stop all or any services, facilities and utilities to the Purchaser and/or the said Bungalow Unit including water supply, electricity, etc., in case of default in timely payment of the Maintenance Charges, Electricity Charges, property taxes, land revenue, Common Expenses and/or other payments by the Purchaser after giving 15 days notice in writing.
9. The Purchaser shall co-operate with the other Bungalow Owners, and the Maintenance Agency in the management and maintenance of the Said Land and shall observe and comply with such covenants as be deemed reasonable by the Maintenance Agency for the Common Purposes.
10. All rights and entitlements of the Maintenance Agency shall be the rights and entitlements of the Promoter until the Association is formed and starts functioning effectively and till that time the Promoter shall maintain the Said Land and collect all funds, deposits,

charges and expenses including the Maintenance Charges, Common Expenses, Deposits/Advances for Sinking Fund, Deposits/Advances for Maintenance Charges and Deposits/Advances for property taxes.

### **Part - III**

#### **(Association)**

- A) The Promoter shall take steps for formation of the Association. Any association, company, syndicate, committee, body or society formed by any of the Bungalow Owners without the participation of the Promoter shall not be entitled to be recognized by the Promoter and shall not have any right to represent the Bungalow Owners or to raise any issue relating to the Said Land. The maintenance of the Said Land shall be made over to the Association within the time mentioned in the West Bengal Apartment Ownership Act, 1972 and upon such making over, the Association shall be responsible for the maintenance of the Said Land and for timely renewal of all permissions, licenses, etc. After handing over of the maintenance of the Said Land to the Association, the Promoter shall transfer and make over the Deposits to the Association after adjusting its dues, if any.
- B) All the Bungalow Owners including the Purchaser herein shall become members of the Association without raising any objection whatsoever and abide by all the rules, regulations, restrictions and bye-laws as be framed and/or made applicable by the Promoter.
- C) All papers and documents relating to the formation of the Association shall be prepared and finalised by the Promoter and the Purchaser hereby consents to accept and sign the same.
- D) The employees of the Maintenance Agency for the Common Purposes such as watchmen, security staff, caretaker, sweepers etc. shall be employed and/or absorbed in the employment of the Association with continuity of service on the same terms and conditions of employment subsisting with the Maintenance Agency and the Purchaser hereby consents to the same and shall not be entitled to raise any objection thereto. After handing over of maintenance to the Association, all subsequent employment shall be done by the Association.



- E) The rules and regulations 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 and any contrary rules, regulations and/or amendments of the Association shall be void ab initio.
- F) All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid by all Bungalow Owners of the Said Land including the Purchaser herein.
- G) Any association of whatsoever nature or nomenclature formed by any of the Bungalow Owners without the participation of all Bungalow Owners shall not be entitled to be recognised by the Vendors and shall not have any right to represent the Bungalow Owners or to raise any issue relating to the Said Land .
- H) The Association, when formed, shall be owned and controlled by the Bungalow Owners proportionately and all its decisions shall be by majority of votes according to proportionate interest, and not number of members. The Bungalow Owners (including the Purchaser) may amend and/or modify the rules and regulations of the Association by three-fourths majority subject to the condition that no amendment or modification shall be valid if it is contrary to or in violation of any of the terms and conditions contained in the several Deeds of Conveyance executed/to be executed by the Vendors in favour of the Bungalow Owners.
- I) The certified copies of title deeds relating exclusively to the Said Land along with related documents shall be handed over by the Vendors to the Association within 3 (three) months of handing over of maintenance of the Said Land to the Association.
- J) After the maintenance of the Said Land is made over to the Association, the Association may either manage the maintenance of the Said Land on its own or through any other third party or agency who shall carry out its duties in accordance with the terms and conditions contained in the several Deeds of Conveyance executed by the Vendors in favour of the Bungalow Owners.
- K) The Association shall, upon its formation, be entitled to all the rights with regard to the Common Areas/Purposes.

- L) The Maintenance Charges and proportionate Common Expenses shall be paid by the Purchaser irrespective of whether or not the Purchaser uses or is entitled to or is able to use any or all of the Common Areas and any non-user or non- requirement in respect of any Common Areas shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the Purchaser in respect of the said proportionate Common Expenses and/or Maintenance Charges.
- M) From the date of offering the handing over of maintenance to the Association, the Vendors shall not have any responsibility whatsoever regarding the Said Land and/or any maintenance, security, safety or operations including relating to fire fighting equipment and fire safety measures, generator operations, electrical equipment, installations, meters and connection, etc and/or for any statutory compliances, permissions and licenses regarding the Said Land and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Bungalow Owners including the Purchaser and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses.
- N) The Bungalow Owners including the Purchaser and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including generator license, fire licence, etc. and the Vendors shall sign necessary papers upon being requested by them in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of offering the handing over of maintenance, the Vendors and/or their respective directors, partners, employees or agents shall not have any liability or responsibility whatsoever under any circumstance.

#### **Part - IV** **(Common Expenses)**

1. **Association:** Establishment and all other capital and operational expenses of the Association. All expenses and outgoings for

preparation and registration of Deed of Transfer for transfer of undivided proportionate title in the Common Areas including the Said Land in favour of the Association including stamp duty, registration fees, legal fees, incidental expenses, etc.

2. **Common Utilities:** All charges and security deposits for supply, operation and maintenance of common utilities.
3. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment.
4. **Litigation:** After handing over of possession all litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas of the Said Land , including the exterior or interior (but not inside any Bungalow Unit) walls of the Said Land.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas of the Said Land, including generator, changeover switches, CCTV, if any, EPABX if any, pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas of the Said Land.
7. **Rates and Taxes:** Property Tax, land revenue, surcharge, Multistoried Buildings Tax, Water Tax and other levies in respect of the Bungalows and/or the Said Land save those separately assessed on the Purchaser.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.
9. **Management Fees-** As per the decision of the Promoter/ Apex Association.

**10. General & Out Pocket Expenses:** All other expenses and/or outgoings including litigation expenses, if any, as may be incurred by the Maintenance Agency/ Association for the Common Purposes.

**Part - V**  
**(Mutation, taxes and impositions)**

- A) The Purchaser shall apply for within 60 days from the date of execution of this Deed and obtain within six months thereafter, mutation, separation and/or apportionment of the said Bungalow Unit in his own name without in any way making or keeping the Vendors liable and/or responsible in this regard on any account whatsoever. The Vendors shall co-operate with the Purchaser in this regard and shall sign necessary papers including no objection, consent etc., if and when required in the manner agreed upon.
- B) In case of default, the Vendors or the Maintenance Agency, as the case may be, will be entitled to get the said Bungalow Unit mutated and apportioned in the name of the Purchaser and in such an event be further entitled to recover all costs, charges and expenses, including professional fees therefor from the Purchaser. All such amounts shall be paid and/or be payable by the Purchaser within 30 (thirty) days of being called upon to do so. In the event of failure to do so, the Purchaser shall be liable to pay interest on the unpaid amount at the rate of 2 (two) per cent per month.
- C) Until such time as the said Bungalow Unit be separately assessed and/or mutated, all rates, taxes, outgoings and/or impositions levied on the Said Land (Impositions) shall be proportionately borne by the Purchaser.
- D) Besides the amount of the Impositions, the Purchaser shall also be liable to pay the penalty, interest, costs, charges and expenses for and in respect of all or any of such taxes or Impositions (Penalties), proportionately or wholly, as the case maybe.
- E) The liability of payment by the Purchaser of Impositions and Penalties in respect of the said Bungalow Unit would accrue with effect from the date of grant of the Occupancy/Completion Certificate.

F) The Maintenance Agency shall be at liberty to pay such sums from time to time as it may deem fit and proper towards the Impositions or Penalties and recover the share of the Purchaser thereof from the Purchaser.

**THE SCHEDULE-F ABOVE REFERRED TO**  
**(RESERVED RIGHTS)**

The Promoter will be entitled to following easements and other reserved rights as provided hereunder:

- (1) The right to the free and uninterrupted passage and running of all appropriate services and supplies from and other parts of the building/Complex in and through the appropriate conduits/trenches and through any structures of a similar use or nature that may at any time be constructed in, on over or under the building.
- (2) The right to establish such additional easements, reservations, exceptions and exclusions as the Promoter, in its sole discretion deems necessary or appropriate.
- (3) The right of non-exclusive easement for ingress and egress over through across such streets, walks, paths, stairways, lanes and other rights of way serving the Row House/Bungalows and the common areas as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress over through and across such paved portions of the common areas as may be necessary to provide necessary vehicular access thereto, provided however that the latter easement shall not give or create in any person the right to park upon any portion of the property not designated as a parking area.
- (4) The right to gift and/or transfer by any other means any small part or portion of the land within the Project unto and in favor of any Service Provider to facilitate the Said Service Provider in setting up a Centre from where the said services

to complex shall be provided like electricity, water, gas, etc.

- (5) Until the sale and transfer of all the Row House/Bungalows the promoter shall have and retain for itself, its successors and assigns the right to maintain one or more business and sales offices at the Project to enable the Vendor to market the Row House/Bungalows and also the right to place signs in and around the common areas for marketing.
- (6) The right to construct and to maintain at any time pipes, sewers, drains, mains, ducts, conduits, gutter, wires, cables(Laser optical fibers, data or impulse transmission communication or reception systems) channels, flues and other necessary conducting media for the provision of services or supplies .
- (7) The right of the Promoter/Association and all persons authorized by it at reasonable times and on reasonable notice to enter the demised unit for Carrying out work for which the Promoter/Association is responsible like installation/repair of common services. In case of emergency no notice will be required and the Purchaser will give immediate access.
- (8) The right of support, shelter and protection which each portion of the building gives to other parts of the Building.
- (9) The right to build or alter or deal with the building even if this affects the light and air coming to the demised unit or causes nuisance, damages, annoyance or inconvenience to the Purchaser by noise, dust, vibration or otherwise, provided this does not affect the Purchaser's ability to use the demised unit.
- (10) The right and liberty at any time to alter, raise the height or rebuild Building/Project or to erect any new building in accordance with sanctioned plan in such manner as the Promoter may think fit and proper.
- (11) The Promoter shall have the right at all times to refuse access to any person or persons whose presence in the

Complex may in the judgment of the Promoter be prejudicial to the safety, character, reputation and interest of the Complex and its Occupiers.

- (12) To the free and uninterrupted access for laying of all gas, water and other pipes, electric, telephone and other wires, conduits and drains which now are or may hereafter required through under or over the Said Land and/or Row House/Bungalow
- (13) To erect scaffolding for the purpose of repair, cleaning or painting the **any Building block** notwithstanding that such scaffolding may temporarily restrict the access to or enjoyment and use of the Demised Unit.
- (14) Alteration in the beams and columns passing through the Building's Common Portions for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (15) The Promoter shall retain for itself , its successors and assigns including all of the Row House/Bungalow Owner, a non- exclusive easement for ingress and egress over, through and across such streets, walks, paths, stairways, lanes and other rights of way serving the Row House/Bungalows and common elements as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress, over, through and across such paved portions of the common elements as may be necessary to provide reasonable vehicular access thereto, provided however that the latter easement shall not give or create in any person the right to park upon any portion of the property not designated as a parking area.
- (16) The Promoter its successors and assigns are hereby permitted , at its own expense to construct further and/or additional floors and/or to undertake development of any adjacent property and to utilize easements over, across and under the common elements for utilities, sanitary and storm sewers, security or other types of monitors , cable television lines, walk ways, road ways, and right of way over, across

and under the common elements including without limitation any existing utilities, sanitary lines , sewer lines and cable television and to connect the same over, across and under the common elements provided that such utilization , easement, relocation and connections of lines shall not materially impair or interfere with the use of any Row House/Bungalow.

- (17) The Promoter shall have the right in perpetuity free of any charges for putting up signage and hoardings including neon sign of its name as well as of its products on the common roof and the identified wall surfaces within the Project.
- (18) Such other rights supports, easements and appurtenances as are usually held occupied or enjoyed as part or parcel of the Row House/Bungalow or necessary for the exclusive use or enjoyment thereof by the Row House/Bungalow Owners/Lessees with each other subject however to the other conditions herein.
- (19) The Promoter reserves the right to allot available Parking space in one phase of the Row House/Bungalow Complex to any Purchaser of a Unit in any other phase of the Complex.



## Schedule-G

### [Agreed Consideration]

Agreed Consideration for the transfer of the said Bungalow Unit as defined in this Deed. Rs..... /-

(Rupees..... only)

### Schedule-H Part-I "Said Bungalow"

- a. The Said Bungalow, being the ground plus one / two storied Residential Bungalow/ Row House No. \_\_\_\_\_, having carpet area of \_\_\_\_\_ square feet, Built up area of \_\_\_\_\_ square feet more or less, with attached \_\_\_\_\_(nos) balcony admeasuring of \_\_\_\_\_ (\_\_\_\_\_), more or less, along with exclusive right to use the Front Yard area admeasuring \_\_\_\_\_ square feet (which includes \_\_\_\_\_Nos ( \_\_\_\_\_ ) car parking area measuring \_\_\_\_\_ square feet) and Backyard area admeasuring \_\_\_\_\_ square feet, also additional sideyard area / backyard area admeasuring \_\_\_\_\_ square feet appertaining to the aforesaid Said Bungalow / Row house being comprised in the First Phase land , Bungalow / Row house No. \_\_\_\_\_, which is situated on the First Phase land described in Schedule B, Part II above.

The layout of the Said Bungalow is delineated in Green colour on the Plan annexed hereto and marked as Annexure "2";

- b. The Share In Common Areas, being the undivided, impartible, proportionate and variable share and/or interest in the Common Areas of the Real Estate Project described in Schedule C below, as be attributable and appurtenant to the Said Bungalow, subject to the terms and conditions of this Agreement; and

c. The Land Share, being undivided and impartible share in the land underneath the Said Bungalow.

**PART-II**  
**“Said Bungalow Land”**

All That demarcated portion of the said Land numbered as Bungalow Land No. \_\_\_\_\_ being a piece or parcel of land and measuring about \_\_\_\_\_ decimals comprising of (i) about \_\_\_\_ decimals in Dag No. \_\_\_\_\_, (ii) about \_\_\_\_\_ decimals in Dag No. \_\_\_\_ and (iii) about decimals in Dag No. \_\_\_\_ under L. R. Khatian No. \_\_\_\_ lying and situate at Mouza Uttarbhag , J. L. No....., within the jurisdiction of ADSR Baruipur , under Ramnagar Gram Panchayat - & II, Police Station Baruipur , Post Office Ramnagar, District South 24 Parganas.

The said Bungalow Land is delineated on the Plan annexed hereto and bordered in BLUE colour thereon.

**Execution and Delivery:**

In Witness Whereof the parties have executed these presents on the day, month and year first above written.

Executed and Delivered by the Owners at Kolkata in the presence of :

Executed and Delivered by the Promoter at Kolkata in the presence of :

Executed and Delivered by the Purchaser at Kolkata in the presence of:

Prepared by:

## **Receipt of Consideration**

Received from the within named Buyer the within mentioned sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) towards full and final payment of the Consideration for the Said Bungalow And Appurtenances described in Schedule H Part 1 above.