

**DEED OF CONVEYANCE**

**THIS INDENTURE** is made on this \_\_ day of \_\_\_\_\_ 2023

**BETWEEN**

1. **PINKU SONU INVESTMENTS AND PROPERTIES PRIVATE LIMITED**, an existing company under the Companies Act, 2013, having PAN- AABCP6980A ,having its registered office at 44/2A,Hazra Road, Ballygunge, Police Son: Ballygunge, Kolkata – 700 019
2. **JFC HIRE PURCHASE PRIVATE LIMITED**, an existing company under the Companies Act, 2013, having PAN-AAACJ6819R,having its registered office at 44/2A,Hazra Road, Ballygunge, Police Station: Ballygunge, Kolkata – 700 019
3. **NORTEL DEALCOM PRIVATE LIMITED**, an existing company under the Companies Act, 2013, having PAN-AABCN6151B,having its registered office at 44/2A,Hazra Road, Ballygunge, Police Station: Ballygunge, Kolkata – 700 019,
4. **DOLPHIN AGENTS PRIVATE LIMITED**, an existing company under the Companies Act, 2013, having PAN-AABCD1177D,having its registered office at 44/2A,Hazra Road, Ballygunge, Police Station: Ballygunge, Kolkata – 700 019
5. **DREAM APPLICATION SOFTWARE PRIVATE LIMITED**, an existing company under the Companies Act, 2013, having PAN-AADCD3527B,having its registered office at 44/2A,Hazra Road, Ballygunge,Police Station: Ballygunge, Kolkata – 700 019.
6. **BISWAPITA PROPERTIES PRIVATE LIMITED**, an existing company under the Companies Act, 2013, having PAN- AACCB7272J,having its registered office at 44/2A,Hazra Road, Ballygunge, Police Station: Ballygunge, Kolkata – 700 019.
7. **JAIMATA CREATIONS PRIVATE LIMITED**, an existing company under the Companies Act, 2013, having PAN-AABCJ6049G,having its registered office at 44/2A,Hazra Road, Ballygunge, Police Station: Ballygunge, Kolkata – 700 019.

8. **U.S.CREATION PRIVATE LIMITED**, an existing company under the Companies Act, 2013, having PAN- AAACU7820P, having its registered office at 44/2A, Hazra Road, Ballygunge, Police Station: Ballygunge, Kolkata – 700 019.
9. **BAJRANG CREATIONS PRIVATE LIMITED**, an existing company under the Companies Act, 2013, having PAN-AAACCB7273K, having its registered office at 44/2A, Hazra Road, Ballygunge, Police Station: Ballygunge, Kolkata – 700 019.
10. **RISU IMPEX PRIVATE LIMITED**, an existing company under the Companies Act, 2013, having PAN-AADCR1403N, having its registered office at 44/2A, Hazra Road, Ballygunge, Police Station: Ballygunge, Kolkata – 700 019.
11. **SYMPHONIC VANIJYA PRIVATE LIMITED**, an existing company under the Companies Act, 2013, having PAN-AAJCS4763L, having its registered office at 44/2A, Hazra Road, Ballygunge, Police Station: Ballygunge, Kolkata – 700 019.
12. **DAMODAR TRADING PRIVATE LIMITED**, an existing company under the Companies Act, 2013, having PAN-AACCD4213H, having its registered office at 44/2A, Hazra Road, Ballygunge, Police Station: Ballygunge, Kolkata – 700 019.
13. **DREAM ENCLAVE PRIVATE LIMITED**, an existing company under the Companies Act, 2013, having PAN-AACCD4217D, having its registered office at 44/2A, Hazra Road, Ballygunge, Police Station: Ballygunge, Kolkata – 700 019,
14. **DREAM TOWER KOLKATA PRIVATE LIMITED**, an existing company under the Companies Act, 2013, having PAN-AACCD4214A, having its registered office at 44/2A, Hazra Road, Ballygunge, Police Station: Ballygunge, Kolkata – 700 019.
15. **GROWWELL VYAPAAR PRIVATE LIMITED**, an existing company under the Companies Act, 2013, having PAN-AACCG8455A, having its registered office at 44/2A, Hazra Road, Ballygunge, Police Station: Ballygunge, Kolkata – 700 019,

- 16. DREAM DEVELOPERS PRIVATE LIMITED**, an existing company under the Companies Act, 2013, having PAN-AACCD0167A, having its registered office at 44/2A, Hazra Road, Ballygunge, Police Station: Ballygunge, Kolkata - 700 019.
- 17. JAIN GROUP PROJECTS PVT. LTD.**, an existing company under the Companies Act, 2013, having PAN-AACCJ1203D, having its registered office at 44/2A, Hazra Road, Ballygunge, Police Station: Ballygunge, Kolkata - 700 019.
- 18. JAIN PLAZA PRIVATE LIMITED**, an existing company under the Companies Act, 2013, having PAN-AABCJ7122Q, having its registered office at 44/2A, Hazra Road, Ballygunge, Police Station: Ballygunge, Kolkata - 700 019.
- 19. ARUN INFRACON AND COMMERCIAL LLP**, having PAN-ABDFA1572F, having its registered office at 44/2A, Hazra Road, Ballygunge, Police Station: Ballygunge, Kolkata - 700 019.
- 20. DUBSON DEALCOM PRIVATE LIMITED**, an existing company under the Companies Act, 2013, having PAN-AABCD 1971B, having its registered office at 44/2A, Hazra Road, Ballygunge, Police Station: Ballygunge, Kolkata - 700 019,

All 1 to 20 being represented by its Constituted Attorney MR. Gyan Prakash Shah (PAN ), a Company/limited liability partnership incorporated under the provisions of the Companies Act, 2013/Limited Liability Partnership Act, 2008, having its registered office at Premises No.44/2A Hazra Road Kolkata-700719 acting through its **Authorized Representative, Santosh Kumar**(PAN No. .... and **Aadhaar No.** .....), by nationality Indian, by caste Hindu, son of ....., by occupation ....., residing at....., and ALL 1 TO 20 are collectively hereinafter referred to as the “**OWNERS**” (which expression shall unless excluded by or repugnant to the subject or context in so far the companies are concerned shall mean and include their respective successors, successors -in-interest and assigns, in so far as Private Limited companies are concerned shall mean and include their successors- in-interest

and permitted assigns)of the **FIRST PART**.

**AND**

**M/s - Dream Gateway Hotels Limited**, an existing company under the Companies Act, 2013, having CIN- U55101WB2009PLC132430, having PAN- AADCD0692H, having its office at No. 44/2A, Hazra Road, Ballygunge, Kolkata - 700 019, represented through its Authorized Signatory Mr. Gyan Prakash Sah, son of Mr. Shankar Sah, having PAN - ALHPS2997N, having Adhaar - 4871 5677 9678, working for gain at 44/2A, Hazra Road, Ballygunge, Kolkata - 700 019 and authorized vide board resolution dated [21.04.2023], hereinafter referred to as the "**PROMOTER**"(which expression shall unless repugnant to the context or meaning thereof be deemed mean and include their respective successors, successors -in-interest and assigns) **of the SECOND PART**

**AND**

**Mr.** [\_\_\_], son of [\_\_\_], PAN No: [\_\_\_], AADHAR No: [\_\_\_] and **Mrs.** [\_\_\_], wife of [\_\_\_], PAN No: [\_\_\_], AADHAR No: [\_\_\_], both residing at [\_\_\_], (hereinafter collectively referred to as the "**Purchaser/Allottee**", which expression shall unless repugnant to the context or meaning thereof mean and include his/her/their heirs, representatives, successors-in-interest, executors and/or permitted assigns) of the **THIRD PART**.

**[OR]**

[\_\_\_], a company incorporated under the Companies Act, 1956 and having its

registered office at [\_\_] P.O [\_\_], P.S [\_\_], having PAN: [\_\_], represented by its authorized representative Mr. [\_\_], son of [\_\_], residing at [\_\_], P.O [\_\_], P.S [\_\_], having Aadhar No. [\_\_], authorized vide board resolution dated [\_\_], (hereinafter referred to as the “**Purchaser/Allottee**”, which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-interest and permitted assigns) of the **THIRD PART**.

**[OR]**

[\_\_] [PAN: [\_\_]], a partnership firm established under the Indian Partnership Act, 1932 and having its office at [\_\_] P.O [\_\_] P.S [\_\_] and represented by its authorized partner [\_\_] [PAN: [\_\_]], [AADHAR No: [\_\_]], son of [\_\_] and residing at [\_\_] P.S [\_\_] P.O [\_\_], (hereinafter referred to as the “**Purchaser/Allottee**”, which expression shall unless repugnant to the context or meaning thereof mean and include the partners of the firm for the time being and their successors and permitted assigns) of the **THIRD PART**.

**[OR]**

[\_\_] [PAN: [\_\_]], a trust/society established under the Indian Trusts Act, 1882/Societies Registration Act, 1860 and having its office at [\_\_] P.S [\_\_] P.O [\_\_] and represented by its [\_\_] Mr.[\_\_] [PAN: [\_\_]], [AADHAR No: [\_\_]], son of [\_\_] and residing at [\_\_] P.S [\_\_] P.O [\_\_], (hereinafter referred to as the “**Purchaser/Allottee**”, which expression shall unless repugnant to the context or meaning thereof mean and include all the trustees of the trust for the time being/all the members of the Governing Body of the society for the time being and their successors-in-office and permitted assigns) of the **THIRD PART**.

**[OR]**

**Mr.** [\_\_\_] [PAN: [\_\_\_], [AAADHAR No: [\_\_\_],son of [\_\_\_] residing at [\_\_\_] P.S [\_\_\_] P.O [\_\_\_] for self and as the Karta of the Hindu Joint Mitakshara Family known as [\_\_\_] HUF [PAN: [\_\_\_]], having its place of business/ residence at [\_\_\_] P.S [\_\_\_] P.O [\_\_\_] (hereinafter referred to as the “**Purchaser/Allottee**”, which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART**:

The Promoter and the Allottee shall here in after collectively bereferred to as the “**Parties**” and individually as a “**Party**”.

**WHEREAS:**

- A. The Owners are the absolute and lawful owners of the property more fully described in **First Schedule Part - I** hereto which was purchased by the Owners from time to time (hereinafter referred to as “the Said **Larger Property**”).
- B. The vesting of the ownership of **the said Larger Property** in favour of the Owners is more particularly detailed in **First Schedule PART II** hereunder.
- C. The Owners desired to develop the said land/Project land morefully described in First Schedule part IV hereto in phases and for that

purpose had approached with the proposal of development of the land wherein the Owners would allow, permit and that the Promoter would have all right power and authority to develop the Said Land / Project Land at its own cost and expenses.

- D. By and under a Development Agreement dated 11.05.2023 made between the above-named Owners Nos. 1 to 20 as Owners therein and the Promoter hereto as Developer therein and registered with the office of ARA IV in Book No. I, Volume No. 1904-2023, Pages 318807 to 318867, Being No.06582 for the year 2023, the Owners No. 1 to 20 in consultation with each other had jointly granted the exclusive right of development in respect of the said Larger Property including the said Land (*defined below*) in favour of the Promoter herein, which the Promoter had agreed to undertake for the consideration and on the terms and conditions contained therein. Pursuant to the said Development Agreement, a separate registered Power of Attorney dated \_\_\_\_\_ was also executed accordingly by the Owners in favour of \_\_\_\_\_, and was registered at the office of the \_\_\_\_\_, in Book No. \_\_\_\_\_, Volume No. \_\_\_\_\_, Pages \_\_\_\_\_ to \_\_\_\_\_, Being No. \_\_\_\_\_ for the year \_\_\_\_\_.
- E. The Owners have caused a map or plan being No.3966/ESIT/PSBZP dated 11.11.2022 (hereinafter referred to as the said "**Plan**") sanctioned by the concerned authorities whereby they has become entitled to undertake development of the said Larger Property including the said Land (defined below).
- F. The Said Land is earmarked for the purpose of plotted development of Bungalows/ Row House project, comprising of 92 Bungalows/ Row



Houses, common areas and other facilities and the said project shall be known as “**Dream Eco City**”( **Bungalows**)

- G. The Purchaser, being desirous of purchasing a Bungalows/ Row Houses House in the Project vide (“**Application**”, details provided in **Second Schedule - Part III**) and had been allotted vide **Allotment Letter**(details provided in **Second Schedule - Part IV**) by the Promoter ALL THAT the Ground + One storied Bungalows/ Row houses(“**Bungalows/ Row Houses**”)together with exclusive balcony, exclusive terrace, exclusive open front lawn (including car parking space), exclusive open backside lawn together with undivided impartible proportionate share in the land underneath the Bungalows/ row houses (hereinafter collectively referred to as the “**Said Unit**“, more fully and particularly described in **Second Schedule - Part I** hereunder written) with the plan annexed hereto, marked as **Second Schedule - Part II** hereto together with the irrevocable right to use the common areas, parts, portions, installations and facilities of the Project in common with the remaining allottees of the Project (hereinafter collectively referred to as the “**Common Areas**“, and more particularly described in **Third Schedule** hereto)for a total consideration of Rs [\_\_\_] (Rupees [\_\_\_]) (“**Total Price**”)
- H. Subsequently, by an Agreement for Sale dated \_\_\_\_\_and registered with Additional Registrar of Assurances-\_\_\_\_, Kolkata in Book No. \_\_\_\_\_, Volume No.\_\_\_\_\_, Pages from \_\_\_\_\_ to \_\_\_\_\_ being No. \_\_\_\_\_ for the year\_\_\_\_\_the Promoter had agreed to sell and transfer to the Allottee the ALL THAT the said Unit, for the

consideration and on the terms and conditions therein mentioned (hereinafter referred to as "the **Sale Agreement**"). In case there is any discrepancy between the terms of these presents and the Sale Agreement, the terms contained in these presents shall prevail.

- I. The said **Unit**, the Common Areas and Installations are complete in all respects to the full and final satisfaction of the Allottee. The Promoter has delivered possession of the said **Bungalows/ Row Houses** to the Allottee at or before the execution of these presents. Upon completion if there has been variation in the areas of the said **Bungalows/ Row Houses** and accordingly the areas and the consideration amount mentioned in the Sale Agreement have been modified.
- J. The Promoter has duly complied with its obligations contained in the said Sale Agreement as modified by these presents and is not in default of its obligations therein, which the Allottee doth hereby confirm, and similarly the Promoter hereby confirms that the Allottee has made full payment of the Total / Agreed Price to the Promoter.
- K. The Allottee has now requested the Owner and the Promoter to convey the said Unit in favour of the Allottee.
- L. At or before the execution hereof, the Allottee has fully satisfied itself with regard to the following:
  - (i) The right, title and interest of the Promoter and the Owners to/over/in respect of the Said Land and to develop and deal with the Project intended to be constructed/developed on the Said

Land;

- (ii) the nature, state, condition and measurement of the Said Land and the Project, as applicable, and the manner in which the same is/are presently intended to be used
- (iii) the proposed location, lay out plan and the dimensions of each of the Said Unit;
- (iv) the Common Areas which are intended to form a part of the Project
- (v) the nature and the extent of the rights and benefits proposed to be granted and/or extended to the Allottee as also the several obligations to be performed and fulfilled by the Allottee, each to the satisfaction of the Promoter;
- (vi) the Specifications as also the measurements, dimensions, designs and drawings;
- (vii) the state and condition of the **said Unit** which are intended to be handed over to the Allottee subject to compliance by the Allottee of each of the stipulated terms to the satisfaction of the Promoter;
- (viii) The workmanship and quality of construction of the said **Bungalows/ Row Houses** and the Project, including the structural stability of the same.
- (ix) The total area comprised in the said Unit.
- (x) The Completion Certificate issued by the concerned authority.
- (xi) The final scheme of user and enjoyment of the Common Areas, Shared Infrastructure (defined below) and Installation as contained in there presents.

- (xii) The projects on the Future Phase Lands or any part thereof may, at the sole discretion of the Promoter, be integrated with the Project without affecting the entitlement of the Allottee as regards the Unit and in such event the Promoter shall intimate about the same to the Allottees accordingly and, the Promoter shall be further entitled to connect the Future Phase Lands with the infrastructure such as access roads, passages, sewerage treatment plant, rain/storm water storage tank, pump room, electrical transformer etc. (Shared Infrastructure), notwithstanding any temporary disruption caused in the use and/or enjoyment of the Said Unit, and each of such further constructions in the Future Phase Lands shall absolutely belong to the Promoter who shall be entitled to deal with the same in such a manner as the Promoter may deem fit and proper, and the Allottee hereby agree(s) and undertake(s) not to do, execute or perform or permit the doing, execution or performance of any act, deed or thing which may prevent the Promoter from undertaking the construction of and/or dealing with or otherwise transferring the aforesaid, and the Allottee covenant(s) and undertake(s) not to object to the same on any ground whatsoever or to claim, demand etc. any compensation, damages etc..
- (xiii) The Promoter has informed and the Allottee(s) hereby confirms and acknowledges that the Allottee shall have perpetual easements rights over the Shared Infrastructure in common with the Allottees of the Future Phase Lands.
- (xiv) That the Allottee has sought and obtained independent legal advice and opinion and has caused this Agreement to be vetted by advocates/lawyers appointed by the Allottee.

M. The Allottee has conducted necessary due diligence and fully satisfied itself about the title of the Owner to the said Project and all legal incidents and matters in relation thereto and/or affecting the same, including those hereinbefore recited and also hereinafter stated, and has accepted the same to be free from all encumbrances whatsoever and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith.

**I. NOW THIS INDENTURE WITNESSETH** that in the premises aforesaid and in consideration of the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only paid by the Purchaser to the Promoter at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt hereunder written admit and acknowledge and from the same and every part thereof hereby forever acquit release and discharge the Purchaser), the Owner and the Promoter doth hereby grant sell convey transfer, release, assign and assure unto and to the Purchaser **ALL THAT** the said Unit described in the **SECOND SCHEDULE - PART I** hereunder written **TOGETHER WITH** proportionate undivided indivisible impartible share in the Common Areas and Installations described in the **THIRD SCHEDULE** hereunder written **AND** all the estate right title and interest of the Promoter into or upon the said Unit and every part thereof, with all legal incidents thereof **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the said Unit **TOGETHER WITH** easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Unit as set out in the **FIFTH SCHEDULE** hereunder written **TO HAVE AND TO HOLD**

the said Unit and every part thereof unto and to the use of the Purchaser absolutely and forever free from all encumbrances and liabilities whatsoever with clear and marketable title **TOGETHER WITH** the free, unfettered, transferable and heritable rights of the Purchaser to own, use, occupy and enjoy the Said Unit as absolute owner thereof with all other rights and properties herein mentioned **SUBJECT NEVERTHELESS TO** the Allottee's covenants and agreements herein contained and also in the Sale Agreement and on the part of the Allottee to be observed fulfilled and performed **EXCEPTING AND RESERVING** unto the Promoter and the persons deriving title from the Promoter such easements quasi-easements rights and privileges as set out in the **SIXTH SCHEDULE** hereunder written **AND ALSO SUBJECT** to the Allottee paying and discharging all municipal and other rates taxes and impositions on the said Unit wholly and the Common Expenses (described in the **FOURTH SCHEDULE** hereunder written) proportionately and all other outgoings in connection with the said Unit wholly and the said Project and in particular the Common Areas and Installations proportionately.

**II. THE OWNER AND PROMOTER DO THEREBY COVENANT WITH THE ALLOTTEE as follows:-**

- i) The interest which the Owner and the Promoter professes to transfer subsists and that the Promoter has good right full power and absolute authority to grant, sell, convey transfer, assign and assure unto and to the use of the Allottee the said Unit in the manner aforesaid.

- ii) It shall be lawful for the Allottee from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained, to own, hold, use and enjoy the said Unit and every part thereof and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Promoter or any person claiming through or under the Promoter.
  
- iii) The Promoter shall upon reasonable request and at the costs of the Allottee make acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the said Unit hereby granted sold conveyed and transferred unto and to the Allottee in the manner aforesaid as shall or may be reasonably required by the Allottee.
  
- iv) In case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Sale Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Purchaser from the date of issue of Completion Certificate, the Promoter shall rectify such defects without further charge, within 30 (thirty) days, if the defect are minor in nature. Otherwise within reasonable time if it is minor, what is the reasonable time will be decided by the architect and in the event of Promoter's failure to rectify such defects within such time, the Allottee shall be entitled to receive appropriate compensation in the manner as provided under applicable laws.

- v) It is expressly agreed and understood that the Promoter shall not be liable to rectify any defect occurring under the following circumstances:
- a. If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee taking over possession of the Said Unit, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
  - b. If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottee, the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
  - c. If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
  - d. If the Allottee after taking actual physical possession of the Said Unit, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Bungalows/ Row houses by making any changes in the Bungalows/ Row houses, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;
  - e. Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks



developing on joints of brick walls and RCC beams and columns. Any cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost.

- f. If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee or his / her agents in the manner in which same is required to be maintained.
- g. Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the Bungalows/Row Houses going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.
- h. Any defect due to force majeure
- i. Failure to maintain the amenities / equipments
- j. Due to failure of AMC
- k. Regular wear and tear
- l. If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

Notwithstanding anything hereinbefore contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the bungalows, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in clause Q hereinabove.

- m. The Promoter undertakes to co-operate with the Purchaser and provide necessary support and sign and execute all necessary documents so as to

enable the Purchaser's name to be reflected in all concerned government records as the sole, exclusive and absolute owner of the Unit at the cost of the Purchaser.

**III. THE PROMOTER DOETH HEREBY REPRESENT AND WARRANT TO THE PURCHASER as follows:**

The Promoter doeth hereby repeats and reiterates all representations and warranties, as made in the Sale Agreement and in addition to that further represents and warrants to the Purchaser that:

- i) The Owner and Promoter assures the Purchaser that the Owner and Promoter has the right to execute this Deed of Conveyance and has not committed or omitted to perform any act or thing, whereby the right title and interest of the Purchaser created herein, may be prejudicially affected.
- ii) The Unit, the Common Areas and the Project are complete in all respect, habitable and have been constructed and developed without any workmanship or quality or structural defect.
- iii) The transfer of the proportionate undivided indivisible impartible share in the Common Areas and Installations in the name of the Allottee is being done in the capacity of the Allottee as a trustee on behalf of and for the benefit of the Association /Maintenance Company (as applicable) to be ultimately formed for the Project and that the Allottee shall transfer the proportionate undivided

indivisible impartible share in the Common Areas and Installations in favour of the Association / Maintenance Company (as applicable) at its own costs at the appropriate time after formation of the Association / Maintenance Company (as applicable) and/or at such time when all the Allottees of different Units transfer their proportionate undivided indivisible impartible share in the Common Areas and Installations in favour of the Association / Maintenance Company (as applicable). The Promoter is under an obligation to transfer in favour of the Allottee the proportionate undivided indivisible impartible share in the Common Areas and Installations in respect of the said Unit. From Section 17 of the Real Estate (Regulation and Development) Act, 2016 it appears that the undivided proportionate title in the Common Areas and Installations is to be transferred to the Association in addition to handing over of the Common Areas and Installations to the Association. However, from Clause 10 of Annexure 'A' to the West Bengal Real Estate (Regulation and Development) Rules, 2021 it appears that by the Deed of Conveyance, title of the said Unit together with proportionate indivisible share in the Common Areas and Installations are to be transferred to the Allottee. It also appears from Section 5(2) of the WB Apartment Ownership Act, 1972 that undivided interest in the common areas and facilities shall be deemed to be conveyed or encumbered with the Unit even though such interest is not expressly mentioned in the conveyance. Accordingly, there is contradiction, ambiguity and/or lack of clarity regarding transfer of the undivided proportionate share in the Common Areas and Installations. Further as per the registration procedure followed by the Registration Authorities in West Bengal for registering Deeds of Conveyance regarding the

said Units, the market valuation of the said Unit is to be ascertained from the website of the Registration Authorities and the same is required to be approved by the Registration Authorities for enabling the Deeds of Conveyance to be registered. The Market Valuation e-Assessment Slip regarding any Unit can be generated only on the basis of super built-up area which includes the undivided proportionate share in the Common Areas and Installations and market valuation is made on such basis taking into consideration the undivided proportionate share in the Common Areas and Installations. Stamp duty and registration fees are payable on the basis of such valuation including undivided proportionate share in the Common Areas and Installations without which the Deed of Conveyance cannot be registered. Under the aforesaid circumstances, it is not possible for the Promoter to execute this Deed of Conveyance in favour of the Purchaser only in respect of the said Bungalows/ Row Houses House excluding the proportionate undivided indivisible impartible share in the Common Areas and Installations in respect of the said Unit. Further and in any event, presently there is no procedure for registration of a Deed of Transfer / Conveyance of undivided proportionate share in the Common Areas and Installations in favour of the Association without any consideration. The consideration for the undivided proportionate share in the Common Areas and Installations is being paid by the Allottee and no amount is or shall be receivable by the Promoter from the Association. Under the circumstances, at present there is no practical method of transfer of undivided proportionate share in the Common Areas and Installations in favour of the Association without payment of any consideration. In view of the above

situation, the Promoter has no option but to execute this Deed of Conveyance in favour of the Allottee transferring also the undivided proportionate share in the Common Areas and Installations since the stamp duty and registration fees are being paid by the Allottee on such basis and in as much as the ultimate aim of the Real Estate (Regulation and Development) Act, 2016 including Section 17 thereof and Annexure A of the Rules is that the Promoter should not retain ownership of the undivided proportionate share in the Common Areas and Installations which should be transferred to the Allottee and/or for his benefit to the Association. Under such circumstances, the Promoter is hereby discharging its obligation of transfer of the proportionate undivided indivisible impartible share in the Common Areas and Installations in respect of the said Unit in favour of the Allottee herein with the understanding that the Allottee shall hold the same in trust for the Association / Maintenance Company (as applicable) to be formed in future in respect of the Project and shall transfer the same to such Association / Maintenance Company (as applicable) in accordance with law, if and when clarity is available on the above issue. If necessary, the Promoter agrees to join as a party to such deed and/ or document for transfer of undivided proportionate share in the Common Areas and Installations in favour of the Association / Maintenance Company (as applicable). The stamp duty and registration fees, if any, for such transfer shall be payable by the Purchaser proportionately along with all the Allottees of the Project.

**IV. THE ALLOTTEE DOETH HEREBY COVENANT WITH THE PROMOTER as follows:**

- A. The Allottee so as to bind himself to the Promoter and the other allottees and so that this covenant shall be for the benefit of the Project and other units therein hereby covenants with the Promoter and with all the other allottees that the Allottee and all other persons deriving title under the mwillatalltimeshereafterobservethetermsconditionscovenantsrestrictionsset-  
forthhereinandalsointhesaidSaleAgreement,whichshallapplymutatismutandis.
- B. The Purchaser hereby acknowledges that it is his/her/its obligation and liability to make payment of all rates, taxes and all other outgoings whether local state or central in respect of his/her/it Unit from the date or deemed date of delivery of possession of the said Unit to the Purchaser and shall be liable to make payment as and when the same becomes due and payable without raising any objection whatsoever or howsoever and agrees to indemnify and keep the Owner and the Promoter and the Association saved harmless and fully indemnified of and from against all losses damages costs claims actions and proceeding including litigation cost suffered by the Promoter for non-payment or delay in payment of the same.
- C. Interms of the Sale Agreement, the Allottee has before the execution hereof deposit and/or keep deposited with the Promoter a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only to remain in deposit with the Promoter and in the even to fany default by the Allottee in making payment of the municipal and other rates taxes

(if applicable) and outgoings, electricity charges, maintenance charges and proportionate liability towards the Common Expenses (including those mentioned in the **Fourth Schedule**) within the due dates and in the manner mentioned hereunder, the Promoter in their sole discretion and without prejudice to the other rights and remedies available to the Promoter, be entitled to meet out of the said deposit the amounts/under default. At the time of handover of the common areas and the common purposes to the Association/Maintenance Company, the Promoter shall transfer the balance lying in the said deposit account of the Allottee to the Association/Maintenance Company.

#### **1. MAINTENANCE OF THE SAID UNIT/PROJECT**

The Promoter shall be responsible to provide and maintain the Project, including the Common Areas and Installations and the essential services, till taking over of the maintenance of the Project by the Association of Allottees subject to Allottees making payment of the maintenance charges agreed under these presents.

The terms conditions covenants restrictions etc., pertaining to use and enjoyment of the Common Areas and Installations of the Project are contained in **Annexure "B"** hereto and all the Allottees of the said Units shall be bound and obliged to comply with the same.

#### **2. RIGHT TO ENTER THE UNIT FOR REPAIRS**

The Promoter / maintenance agency / association of allottees, as

the case may be, shall have rights of unrestricted access of all Common Areas, for providing necessary maintenance services and the Allottee agrees to permit the Promoter / association of allottees and/or maintenance agency to enter into the said Unit or any part thereof, after due prior written notice of 48 hours and during the normal working hours, unless emergent circumstances warrant otherwise, with a view to set right any defect.

### **3. USAGE**

**Use of Service Areas:** The service areas, if any, as located within the Project, shall be earmarked for purposes such as services including but not limited to electric sub-station, transformer, DG setrooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's, waiting room(s) / storage room(s) / changing room / washroom for staff etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

### **4. COMPLIANCE WITH RESPECT TO THE UNIT:**

- 4.1 The Allottee shall, after taking possession, be solely responsible to maintain in the said Unit at his/her/its own costs, in good repaired and condition and shall not do or suffer to be done anything in or to the said Project, or the said Unit, or the staircases, lifts, common passages, circulation areas, atrium or the compound which may be



in violation of any laws or rules of any authority or change or alter or make additions to the said Unit, and keep the said Unit ,it shall 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 Bungalows/ Row House are not in any way damaged or jeopardized.

4.2 The Allottee shall not be entitled to construct any structures in the exclusive open front lawn (including car parking space), the backside lawn and the terrace of the said Bungalows/Row House House. The Allottee hereby agrees and undertakes that the Allottee would maintain the greenery provided by the Promoter and shall do no construction over the green space since the same is mandatorily required to be kept as virgin green as per the applicable laws and any failure in this regard shall be treated as material breach and will entitle the Promoter to restore the same as virgin green at the cost of the Allottee. The Allottee hereby further undertakes to abide by the same and also agrees not to change the façade of the Bungalows/ Row House House. The said restrictions have also been imposed to maintain looks and aesthetics of the Project and breach of it shall be considered as a material breach of contract.

4.3 The Allottee further undertakes, assures and guarantees that he/she/it would not put any signboard/name-plate, neon light, publicity material or advertisement material etc. on the face / façade of the Bungalows/ Row House or anywhere on the exterior of the Project therein or the Common Areas. The Allottees shall also not change the color 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 Allottee shall not store any hazardous or combustible goods in the said Unit or place any heavy material in the common areas of the Project. The Allottee shall also not remove any wall including the outer and load bearing wall of the said Unit.

- 4.4 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed the Promoter and thereafter the association of allottees and/or maintenance agency appointed by the association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

**5. OTHER PROVISIONS:**

- 5.1 Save the said Unit the Allottee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and space so reconstructed areas to the extent not forming part of the Common Areas and Installations and the Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Promoter, in its absolute discretion, shall think fit and proper and the Allottee hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Promoter exclusively.

- 5.2 The said Unit is liable to be assessed to municipal tax for the quarter subsequent to the quarter in which the said Unit(s) has been granted Full Completion Certificate. The Allottee shall within 6 (six) months from the date hereof apply for at his own costs separate as mentioned and mutation of the said Unit in the records of the concerned authorities.
- 5.3 In case of any amount (including maintenance charges) being due and payable by the Allottee to the Promoter and/or the Maintenance In-Charge, the Allottee shall not be entitled to let out, transfer or part with the possession of the said Unit till the time the same are fully paid and No Dues Certificates obtained from the Promoter and/or the Maintenance-In-Charge or the association of allottees, as applicable.
- 5.4 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter shall be exclusively entitled to and shall have the exclusive right to install its own glow sign /signage without any fee or charge and also to install and/or permit any telecom company or service provider to install Towers, V-Sat, Dish or other Antennas or installations of any nature in the Project on such terms and condition as the Promoter may in its sole discretion think fit and proper without any objection or hindrance from the Allottee, and the Allottee hereby consents to the same;
- 5.5 The Allottee shall have no connection whatsoever with the purchasers /buyers of the other Units and there shall be no privity of contract or any agreement arrangement or obligation or interest

as amongst the Allottee and the other Allottees (either express or implied) and the Allottee shall be responsible to the Promoter for fulfillment of the Allottee's obligations and the Allottee's obligations and the Promoter's rights shall in no way be affected or prejudiced thereby.

- 5.6 The properties and rights hereby transferred to the Allottee is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner. It is further agreed and clarified that any transfer of the said Unit by the Allottee shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.
- 5.7 The Allottee shall be and remain responsible for and indemnify the Promoter and the Maintenance-In-charge against all damages costs claims demands and proceedings occasioned to the said Project or any other part of the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions of the Sale Agreement and these presents to be observed fulfilled and performed by the Allottee.
- 5.8 The Project at the said Land shall bear the name "**Dream Eco City Bungalows**" unless changed by the Promoter from time to time in

its absolute discretion and the Logo " \_\_\_\_\_ "  
shall always be displayed at prominent place in the Project.

The paragraph heading(s) do not form a part of this Indenture and have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation thereof.

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

**SIGNED AND DELIVERED** by the  
Within named **ALLOTTEE** (including  
joint buyers) in the presence of:

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

**SIGNED AND DELIVERED** by the  
Within      named      **OWNER** in the  
Presence of:

**SCHEDULES**  
**THE FIRST SCHEDULE ABOVE REFERRE**  
**DTO:**  
**PART-I**  
**(LARGER PROPERTY)**

By virtue of the events and in the circumstances described in the Schedule 2 below (Devolution Of Title of Mother Land), the Owners are the absolute owners of land measuring 736 Decimal, be the same to be a little more or less, situated and comprised in R.S. Dag Nos. 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2570, 2571, 2572, 2573, 2574, 2575, 2576/5177, 2576, 2576/5176, 2577, 2578, 2579, 2580, 2581, 2582, 2584, 2585, 2586, 2587, 2486/4951, 2588, 2589, 2590, 2591 and corresponding L.R Dag No. 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496 recorded in L.R. Khatian Nos. 789, 2815, 2816, 1361, 231, 457, 635, 316, 638, 234, 1745, 1867, 424, 15, 636, 328, 847, 803, 531, 55, 1943, 133, 572/1, 831/1, 16/1, 1942, 2050, 842, 357, 158, 627, 234, 801, 761, 172 and 4, J.L. No 58, Police Station Kanksa, under Gopalpur Gram Panchyat, within the jurisdiction of Gopalpur Gram Panchyat, Sub Registration District Durgapur, District: Burdwan, West Bengal -713212 Police Station: Kanksa, within the jurisdiction of Gopalpur Gram Panchayat Sub Registration District Durgapur, District Burdwan.

**PART-II****(TITLE)**

**(I)** By a registered Deed of Conveyances being **Deed No. 7780 for the year 2010** dated 4<sup>th</sup> November, 2010 duly registered with the Office of the Additional District Sub-Registrar office at Durgapur, recorded in Book No. I, CD Volume No. 18, Pages 5154 to 5172, the said **Kamrup Real Estates Private Limited**, being the Vendor sold for a valuable consideration absolutely unto and in favour of **Jain Plaza Private Limited**, being the Purchaser **ALL THAT** undivided piece and parcel of land admeasuring **35.76 Decimal** comprised in R.S Dag No. 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2570, 2571, 2572, 2573, 2574, 2575, 2576/5177, 2576, 2576/5176, 2577, 2578, 2579, 2580, 2581, 2582, 2585, 2587, 2586/4951, 2588, 2590, 2591 and 2589, corresponding LR Dag No. 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2489, 2491, 2492, 2493, 2494, 2495, 2496 recorded in L.R. Khatian Nos. 789, 2815, 2816, 1361, 231, 457, 635, 316, 638, 234, 1745, 1867, 424, 15, 636, 328, 847, 803, 531, 55, 1943, 133, 572/1, 831/1, 16/1, 1942, 2050, 842, 357, 158, 627, 234, 801, 761, 172 and 4, Mouza: Bamunara, J.L. No.58, Police Station: Kanksa, within the jurisdiction of Gopalpur Gram Panchyat, Sub Registration District Durgapur, District: Burdwan, West Bengal -713212,

**(II)** Registered Deed of Conveyances being **Deed No. 7781 for the year 2010** dated 4<sup>th</sup> November, 2010 duly registered with the Office of the Additional District Sub-Registrar office at Durgapur, recorded in Book No. I, CD Volume No. 18, Pages 5173 to 5191, the said **Kamrup Real Estates Private Limited**, being the Vendor sold for valuable consideration absolutely unto and in favour of **Jain Group Projects Private Limited**, being the Purchaser **ALL THAT Piece and Parcel of undivided land admeasuring 35.76 Decimal** comprised in R.S Dag No. 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2570, 2571, 2572, 2573, 2574, 2575, 2576/5177, 2576, 2576/5176, 2577, 2578, 2579, 2580, 2581, 2582, 2585, 2587, 2586/4951, 2588, 2590, 2591 and 2589, corresponding to LR Dag Nos.



2466, 2463, 2464, 2465, 2467, 2468, 2469, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2489, 2491, 2492, 2493, 2494, 2495, 2496 recorded in L.R. Khatian Nos. 789, 2815, 2816, 1361, 231, 457, 635, 316, 638, 234, 1745, 1867, 424, 15, 636, 328, 847, 803, 531, 55, 1943, 133, 572/1, 831/1, 16/1, 1942, 2050, 842, 357, 158, 627, 234, 801, 761, 172 and 4, Mouza: Bamunara, J.L. No.58, Police Station: Kanksa, within the jurisdiction of Gopalpur Gram Panchyat, Sub Registration District Durgapur, District: Burdwan, West Bengal -713212,

**(III)** Registered Deed of Conveyances being **Deed No. 7782 for the year 2010** dated 4<sup>th</sup> November, 2010 duly registered with the Office of the Additional District Sub-Registrar office at Durgapur, recorded in Book No. I, CD Volume No. 18, Pages 5192 to 5210, the said **Kamrup Real Estates Private Limited**, being the Vendor sold for valuable consideration absolutely unto and in favour of **Dream Developers Private Limited**, being the Purchaser on Other Part **ALL THAT piece and parcel of undivided land admeasuring 35.76 Decimal** comprised in R.S Dag No. 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2570, 2571, 2572, 2573, 2574, 2575, 2576/5177, 2576, 2576/5176, 2577, 2578, 2579, 2580, 2581, 2582, 2585, 2587, 2586/4951, 2588, 2590, 2591 and 2589, corresponding LR Dag No. 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2489, 2491, 2492, 2493, 2494, 2495, 2496 recorded in L.R. Khatian Nos. 789, 2815, 2816, 1361, 231, 457, 635, 316, 638, 234, 1745, 1867, 424, 15, 636, 328, 847, 803, 531, 55, 1943, 133, 572/1, 831/1, 16/1, 1942, 2050, 842, 357, 158, 627, 234, 801, 761, 172 and 4, Mouza: Bamunara, J.L. No.58, Police Station: Kanksa, within the jurisdiction of Gopalpur Gram Panchyat, Sub Registration District Durgapur, District Burdwan, West Bengal -713212,

**(IV)** Registered Deed of Conveyances being **Deed No. 1876 for the year 2012** dated 14<sup>th</sup> May, 2012 duly registered with the Office of the Additional Registrar of Assurances III Kolkata, recorded in Book No. I, CD Volume No. 4, Pages 814 to 850, the said **Kamrup Real Estates Private Limited**, being the Vendor on One Part sold for

valuable consideration absolutely unto and in favour of 1. ArunInfracon& Commercial LLP, 2. DubsonDealcom Private Limited, 3. PinkuSonu Investments And Properties Private Limited, 4. JFC Hire Purchase Private Limited, 5. Nortel Dealcom Private Limited, 6. Dolphin Agents Private Limited, 7. Dream Application Software Private Limited, 8. Biswapita Properties Private Limited, 9. Jaimata Creations Private Limited, 10. U.S. Creation Private Limited, 11. Bajrang Creations Private Limited, 12. RisuImpex Private Limited, 13. Symphonic Vanijya Private Limited, 14. Damodar Trading Private Limited, 15 Dream Enclave Private Limited, 16. Dream Tower Kolkata Private Limited, 17. GrowwellVyapaar Private Limited being the Purchasers therein on Other Part. **ALL THAT Piece and Parcel of undivided land admeasuring 619.988 Decimal** comprised in R.S Dag no.2561, 2562, 2563, 2564, 2565, 2566, 2567, 2570, 2571, 2572, 2573, 2574, 2575, 2576/5177, 2576, 2576/5176, 2577, 2578, 2579, 2580, 2581, 2582, 2585, 2587, 2586/4951, 2588, 2590, 2591 and 2589, corresponding LR Dag No. 2356, 2463,2464, 2465, 2467, 2468, 2469, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2489, 2491, 2492, 2493, 2494, 2495, 2496 recorded in L.R. Khatian Nos. 789, 2815, 2816, 1361, 231, 457, 635, 316, 638, 234, 1745, 1867, 424, 15, 636, 328, 847, 803, 531, 55, 1943, 133, 572/1, 831/1, 16/1, 1942, 2050, 842, 357, 158, 627, 234, 801, 761, 172, 4, in Mouza: Bamunara, J.L. No.58, Police Station: Kanksa, within the jurisdiction of Gopalpur Gram Panchyat, Sub Registration District Durgapur, District: Burdwan, West Bengal -713212, **and**

(V) Registered Deed of Conveyances being **Deed No. 2351 for the year 2012** dated 18<sup>th</sup> June, 2012 duly registered with the Office of the Additional Registrar of Assurance-III, recorded in Book No. I, CD Volume No. 05, Pages 2107 to 2123, the said **Kamrup Real Estates Private Limited**, being the Vendor on One Part sold for valuable consideration absolutely unto and in favour of **Jain Group Projects Private Limited**, being the Purchaser on Other Part **All That Piece and Parcel of undivided land admeasuring 8.72 Decimal** comprised in R.S Dag No. 2570, corresponding to L.R Dag No. 2472, recorded in L.R. Khatian Nos. 263 and 313, Mouza: Bamunara, J.L. No.58, Police

Station: Kanksa, within the jurisdiction of Gopalpur Gram Panchayat, Sub Registration District Durgapur, District: Burdwan, West Bengal -713212,.

Total aggregating to **736 decimals** more or less in Mouza: Bamunara, J.L. No.58, Police

Station: Kanksa, within the jurisdiction of Gopalpur Gram Panchayat, Sub Registration District Durgapur, District: Burdwan, West Bengal -713212,.

And delineated in the map/ plan attached as **Annexure A** hereto and marked with color Yellow

### **PART - III**

**[THE SAID LAND/PROJECT LAND]**

### **THESECONDSCHEDULEABOVEREFERR**

**EDTO:**

**PART -I**

**(UNIT)**

All That Ground plus One storied Bungalows/ Row houses No. \_\_\_in Block \_\_\_\_\_, \_\_\_\_\_ facing, having carpet area of \_\_\_\_\_square feet(more or less) together with one exclusive balcony admeasuring \_\_\_\_ square feet together with exclusive open Terrace admeasuring \_\_\_\_\_square feet (no construction right over the terrace) together with an area of\_\_\_\_\_ square feet(more or less) in the front lawn open area (Including Car Parking Space) (no

construction right)and back lawn open area having an area of \_\_\_\_\_square feet(more or less) (no construction right) .

TOGETHER WITH proportionate undivided indivisible impartible share in the Common Areas and Installations described in the THIRD SCHEDULE hereunder written.

TOGETHER WITH the right to use and enjoy the Common Areas and Installations in common in the manner herein stated and agreed.

**Part -II**

**PLAN**

**Part -III**

**(SAID APPLICATION)**

**Allottee has applied for the said unit being Bungalows/ Row Houses House no. \_\_\_\_\_, vide application No \_\_\_\_\_ dated \_\_\_\_\_**

**Part -IV**

**(SAID ALLOTMENT)**

**Provisional Allotment Letter dated \_\_\_\_\_ issued in favour of the Allottee/Allottees**

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**(Common Areas and Installations)**

**Common Areas of the Project:**

**Common Areas of the Project:**

- (i) The said Land
- (ii) Driveways and paths and passages at the Project Land except those reserved by the Promoter for exclusive use.
- (iii) Transformer, Sub-station and Electrical installations and the accessories and wirings in respect of the Project and the space required therefore, if installed.
- (iv) Underground water reservoir
- (v) Water supply or Deep tube well for water supply with water distribution pipes.
- (vi) Water waste and sewerage evacuation pipes and drains from the Units at the Project to the Panchayat Samity/ municipal drains.
- (vii) DG Set, its panels, accessories and wirings and space for installation of the same.
- (viii) Underground water reservoir for Fire and other common fire safety system as per the WBFES rules and norms.
- (ix) Landscape Garden
- (x) Security gate and gouty.
- (xi) Fire fighting system in the common areas at the Project all as per WBFES rules and norms.
- (xii) Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of the Project

**THEFOURTHSCHEDULEABOVEREFERREDTO:**

**(COMMONEXPENSES)**

1. **MAINTENANCE: (Both periodical and annual)** All costs and expenses of maintaining repairing redecorating and renewing(including Painting)etc., of the main structure and in particular gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the said Project and enjoyed or used by the allottees in common with each other, main entrance and exit gates, landings and staircases of the said Project and enjoyed by the allottees in common as aforesaid and the boundary walls of the premises, compounds, Shared Infrastructure etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the said Project so enjoyed or used by the allottees in common as aforesaid and keeping the adjoining sides spaces in good and repaired conditions.
2. **OPERATIONAL:** All expenses (includingAMCs) for running and operating all machines equipments and installations comprised in the Common Areas and Installations (including, Lifts, Water Pump with Motor, Generator, Fire Fighting Equipments and accessories, CCTV, Security Systems, Façade Lighting, BMU, Bus Riser, Deep Tube Well, STP, WTP, Reverse Osmosis Plant, Aviation Light, Backup/Emergency Lighting (UP Sand Inverter), BMS Lighting, Accessories, BMU, Access Control Devices, RFID & Biometric Machines and Shared Infrastructure together without her Equipments or the air-conditioned hall etc., if and as applicable) and also the costs of repairing, renovating and replacing the same.
3. **STAFF:** The salaries of and all other expenses of the outsourced

and/or pay roll staffs to be employed to operate and maintain the common area including salaries/ contractual payments for cleaning staff, F & B staff, operators for the WTP, STP, façade maintenance, Fireman and for common purposes (viz. security, electrician, maintenance person(s), caretaker, plumber, administration person(s), accountant, clerk, gardeners, sweepers, liftmen etc.) Including their annual perks.

4. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings, (if levied) in respect of the common areas of the said Project (save those assessed separately in respect of any independent unit).
5. **INSURANCE:** Insurance premium, if incurred for insurance of the said Project, and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
6. **COMMONUTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental hereto.
7. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
8. **OTHERS:** All other expenses and/or outgoings as are incurred by the Maintenance In-charge for the common purposes.

**THEFIFTHSCHEDULEABOVEREFERREDTO:**

**(EASEMENTS)**

1. The Allottee shall be entitled to all rights privileges vertical and lateral easements quasi-easements appendages and appurtenances whatsoever belonging to or in any way appertaining to the said Unit as usually held used occupied or enjoyed or reputed or known as par tor parcel thereof or appertaining thereto **Excepting And Reserving** unto the Promoter and/or the other occupiers of the said Project and the Maintenance In-Charge the right easements quasi easements privileges and appurtenances.  
The right of access and way in common with the Promoter and/or other occupiers of the said Project at all times and for all normal lawful purposes connected with the use and enjoyment of the common areas and installations.
2. The right of way in common as aforesaid at all times and for all purposes connected with reasonable use and enjoyment of the said Unit **Provided Always** and it is hereby declared that nothing herein contained shall permit the Allottee or any person deriving title under him or his servants agents and invitees to obstruct in any way by vehicles, deposit of materials rubbish or otherwise the free passage of other person or persons including the Promoter and/or other occupiers of the said Project and the Maintenance-In-charge entitled to such way as aforesaid.
3. The right of protection of the said Unit by and from all parts of the said Projects of areas they now protect the same.
4. The right off low in common as aforesaid of electricity water and



waste or soil from and to the said Unit through pipes drains wires and conduits lying or being in under through or over the other parts of the said Projects of ar as may be reasonably necessary for the beneficial use occupation and enjoyment of the said Unit.

5. The right of the Allottee with or without workmen and necessary materials to enter from time to time upon the other parts of the Project for the purpose of rebuilding, repairing, replacing or cleaning so far as may be necessary such pipes drains wires and conduits as aforesaid and also for the purpose of rebuilding, repairing, replacing or cleaning any part or parts of the Project and the Common Areas and Installations insofar as such rebuilding repairing replacing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting in emergent situation upon giving forty-eight hours previous notice in writing of his intention so to enter to the Promoter and/or Maintenance-In-Charge and/or the occupier affected thereby.

**THESIXTHSCHEDULEABOVEREFERREDTO:**

**(Easementsexceptedoutofthesaleandreserved for the PromoterandpersonsderivingtitlethroughorunderthePromoter)**

Theundermentionedrightseasementsquasieasementsandprivilegesappertaining to the Project shall be accepted and reserved for the Promoterand/ortheMaintenance-In-chargeand/ortheotheroccupiersoftheProject:

1. The right of access and way in common with the Allottee and/or other person or persons entitled to the other part or parts of the

Project at all times and for all purposes connected with the use and enjoyment of the common areas installations and facilities.

2. The right off low in common with the Allottee and other person or persons as aforesaid of electricity water and waste or soil from and to any part (other than the said Unit)of the other part or parts of the Project through pipes drains wires conduits lying or being in under through or over the said Unit, Shared Infrastructure and all other parts of the Project as far as may be reasonably necessary for the beneficial use occupation and enjoyment of other part or parts of the Project subject to the other provision elsewhere here in contained.
3. The right of protection of other part or parts of the Project by all parts of the said Unit so far as they now protect the same.
4. The right as might otherwise become vested in the Allottee by means of any of the structural alterations or otherwise in any manner to lessen or diminish the normal enjoyment by other part or parts of the Project.
5. The right with or without workmen and necessary materials to enter from time to time upon the said Unit for the purpose of rebuilding, repairing, replacing or cleaning so far as may be necessary such pipes drains wires and conduits as aforesaid provided always that exceptinemerger in situation the Promoter, the Maintenance-In-Charge and the occupiers of other part or parts of the Project shall give to the Allottee a prior forty-eight hours written notice of its or their intention for such entry as aforesaid.

**RECEIPT AND MEMO OF CONSIDERATION  
ON**

**RECEIVED** of and from the within named All other the within mentioned sum of Rs. \_\_\_\_\_ / **-(Rupees \_\_\_\_\_) only** being the consideration in full payable under these presents to the Promoter by cheques / pay order / demand draft and/or by a RTGS:

**MEMO OF CONSIDERATION:**

<b>(i)</b>	By and out of several cheques drawn by the allottee in Favour of the promoter	
	<b>TOTAL</b>	

(Rupees \_\_\_\_\_) only

**Witness:**

### **Annexure "B"**

1. As a matter of necessity, the ownership and enjoyment of the Units by Allottees shall be consistent with the rights and interest of all the other Allottees and in using and enjoying their respective units and the Common Areas and Installations, each of the Allottees shall be bound and obliged to follow the House Rules mentioned in the Sale Agreement and the following:
  - (a) to co-operate with the Maintenance In-charge in the management and maintenance of the said Project and the common purposes;
  - (b) to observe, fulfill and perform the rules, regulations and restrictions from time to time in force for the quiet and peaceful use, enjoyment and management of the said Project and in particular the Common Areas and Installations, and other common purposes, as may be made and/or framed by the Promoter and/or the Maintenance Company, as the case may be;
  - (c) to allow the Maintenance-In-charge and its authorized representatives with or without workmen to enter into their units at all reasonable times for want of repairs and maintenance of the Project and the common purposes and to view and examine the state and condition thereof and make good all defects, decays and want of repair in their units within seven days of giving of a notice in writing by the Maintenance-In-

charge thereabout unless the circumstances warrant otherwise;

- (d) to use their respective Units (and utility rooms etc., if any) only for the private dwelling and residence in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc.,) whatsoever without the consent in writing of the Promoter first had and obtained it being expressly agreed that such restriction on the Allottees shall also be equally applicable to the Promoter.
- (e) Not to use the ultimate roof of the Bungalows/Row Houses House or the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Allottees.
- (f) To use the Common Areas and Installations only to the extent required for ingress to and egress from their respective units of men and materials and passage of utilities and facilities.
- (g) To keep the common areas, open spaces, paths, roofs, passages, staircases, lobbies, landing etc., in the said Project free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things therein or thereat or in

any other common areas of the said Project.

- (h) Not to claim any right whatsoever or howsoever over any unit or portion in the said Project save their respective units.
- (i) Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Bungalows/Row Houses save decent nameplates outside the main gates of their respective units. It is hereby expressly made clear that in no event any Allottee shall open out any additional window or any other apparatus protruding outside the exterior of his Unit.
- (j) 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 unit or any part of the said Project or may cause any increase in the premises payable in respect thereof.
- (k) Not to alter the outer elevation of the Bungalows/ Row Houses or any part thereof nor decorate the exterior of the Bungalows/ Row House or the said Project otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- (l) Not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof/s, staircases, lobbies, landings, pathways, passages or in any other  
Common Areas

and Installations nor into lavatories, cisterns, water or soil pipes serving the Bungalows/ Row Houses nor allow or permit any other person to do so.

- (m) Not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the said Project.
  - (n) To keep their respective units and party walls, sewers, drains pipes (including Balcony drainage), cables, wires, entrance and main entrances serving any other Unit in the Project in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the said Project. In particular and without prejudice to the generality to the foregoing, the Allottee shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
2. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7<sup>th</sup> day of the month for which the same be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7<sup>th</sup> days of demand being made by the Maintenance In-charge. The bills and demands for the amounts payable by the Allottee shall be deemed to have been served upon them, in case the same are left in their respective units or in their respective letterboxes.

3. It is expressly clarified that the maintenance charges do not include costs charges expenses on account of major repairs, replacements, renovations, repainting of the main structure and façade of the Bungalows/Row Houses, the Common Areas and Installations etc. and the same shall be shared by and between the Allottee and the other allottees proportionately. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and Installations and any non-user or non-requirement thereof shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the proportionate share of the common expenses by the Allottee.
  
4. In the event of any of the Allottees failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by them as aforesaid and/or in observing and performing their covenants terms and conditions hereunder, then without prejudice to the other remedies available to the Maintenance In-charge against the defaulting Allottee, such defaulting Allottee shall be liable to pay to the Maintenance In-charge interest at the rate of 2% (        percent)        per        mensem        on        all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to after giving 21 days prior written notice to the Allottee to remedy the default:
  - (i) disconnect the supply of electricity to the unit of the defaulting Allottee;
  
  - (ii) Withhold and stop all other utilities and facilities (including



generator etc.) to the defaulting Allottee and his / her / its / their employees, servants, visitors, guests, tenants, licensees and/or his/her/its/their unit;

- (iii) To demand and directly realize rent and/or other amounts becoming payable to the defaulting Allottee by the tenants or licensees or other occupant in respect of the unit of the defaulting Allottee.
- (iv) To display the name of the Allottee as a defaulter on the notice board of the Project.

4.1 It is also agreed and clarified that in case any allottee (not necessarily being the Allottee herein) fails to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or other amounts and as a result there be disconnection/ discontinuity of services etc. (including disconnection of electricity, etc.), then the Allottee shall not hold the Promoter or the Maintenance In-charge responsible for the same in any manner whatsoever.

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**This Deed is subject to further additional terms and conditions as agreed.**