



**3.1 Vendor/Developer/Promoter: GGL HOTEL AND RESORT COMPANY LIMITED**(CIN:.....)(PAN:.....), a company incorporated under the provisions of the Companies Act, 2013, as amended and having its Registered Office at “Vishwakarma”, 86-C, Topsia Road (south), Post Office-.....,Police Station-....., Kolkata 700046, represented by its Authorized Signatory, Mr..... (PAN:.....), s/o....., residing at ..... Post Office-.....,Police Station-....., duly authorized vide Board Resolution dated ....., hereinafter referred to as the “**VENDOR/DEVELOPER/PROMOTER**” of the **FIRST PART** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees).

**3.2 Confirming Party/Owner: RISING TOWERS PRIVATE LIMITED** (CIN:.....) (PAN:.....) a company incorporated under the provisions of the Companies Act, 2013, as amended and having its Registered Office at “Vishwakarma”,86-C, Topsia Road (south),Post Office-.....,Police Station-.....,Kolkata-700046 represented by its Authorized Signatory, Mr. ....(PAN:.....), s/o \_\_\_\_\_,residing at ..... Post Office-.....,Police Station-....., duly authorized vide Board Resolution dated \_\_\_\_\_, hereinafter referred to as the “**CONFIRMING PARTY/OWNER**” of the **SECOND PART** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees)

**3.3 Purchaser:**

**[Allottee if Company]**

\_\_\_\_\_,  
(CIN:.....)(PAN:.....), a company incorporated under the provisions of the Companies Act, 2013, as amended having its Registered Office at ..... Post Office-.....,Police Station-....., represented by its Authorized Signatory Mr..... (PAN:.....), s/o....., residing at ..... Post Office-.....,Police Station-....., duly authorized vide Board Resolution dated \_\_\_\_\_, hereinafter referred to as the “**ALLOTTEE**” of the **THIRD PART** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees).

[OR]

**[If the Allottee is a Partnership]**

.....(LLPIN:.....)  
(PAN:.....), a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business/ registered office at ..... Post Office-.....,Police Station-....., represented by its authorized partner \_\_\_\_\_ (PAN: \_\_\_\_\_) s/o....., residing at ..... Post Office-.....,Police Station-....., duly authorized vide Board Resolution dated \_\_\_\_\_, hereinafter referred to as the “**Allottee**” of the **THIRD PART** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees including those of the respective partners).

[OR]

**[If the Allottee is an Individual]**

Mr. / Ms. \_\_\_\_\_, (PAN:.....) son / daughter of \_\_\_\_\_, residing at.....,Post Office-.....,Police Station-....., hereinafter called the “**Allottee**” of the **THIRD PART** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his / her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

**[If the Allottee is a HUF]**

Mr. \_\_\_\_\_, (PAN: \_\_\_\_\_) son of \_\_\_\_\_, residing at.....,Post Office-.....,Police Station-....., for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business / residence at \_\_\_\_\_, hereinafter referred to as the “**Allottee**” of the **THIRD PART** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, representatives, executors, administrators, successors-in-interest and permitted assignees as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

The Promoter/Developer, the Owner and the Allottee shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

**4. Background:**

4.1 The terms used in this Indenture shall, unless they be contrary and/or repugnant to the context, mean and include the following. The terms/ expressions used but not defined in these presents shall have the meaning assigned to them by the Vendor/Developer/Promoter.

- A. **COUNTRY HOME** shall mean the several Country Home(s) (including the Said Country Home) comprised within the Country Home Complex.
- B. **COUNTRY HOME OWNERS** shall mean persons who has purchased/will purchase and/or own and/or agree to purchase and/or own the Country Home(s) comprised within the Plots of Country Home Complex including the Purchaser herein and wherever the contexts so permit including the Confirming Party/Owner and/or the Vendor/Developer/Promoter for the Country Home Plots remaining unsold.
- C. **COUNTRY HOME COMPLEX** shall mean the complex on the Said Land more truly described in **Part - II** of the **FIRST SCHEDULE** hereto and shown in “**BLUE**” border on **Plan ‘A’** annexed hereto.
- D. **COVENANTS, RULES AND REGULATIONS** shall mean and include the covenants, rules and regulations mentioned in the **FOURTH SCHEDULE** hereto.
- E. **EASEMENTS** shall mean and include the easements and rights mentioned in **PART-I** of the **THIRD SCHEDULE** hereto;
- F. **FARM COMPLEX** shall mean the Complex, more fully described in **PART I** of the **FIRST SCHEDULE** hereto, developed by the Vendor/Developer/Promoter, commonly known as “**SHYAMOLIMA**”, (shown in “**GREEN**” border on **Plan ‘A’** annexed hereto) comprising clusters of adjoining Plots (including the Said Country Home Plot) and comprised of the “**Bagan Bari**” Complex, and the Tree House Complex (“**Pakhiralaya**”) and also include (wherever the context permits) the Country Home Complex Common Portions, the Said Country Home Plot Common Portions and also the Joint Common Portions.
- G. **COUNTRY HOME COMPLEX COMMON EXPENSES** shall mean the expenses on the Country Complex Common Portions and/or such other expenses as may be incurred exclusively for the Country Home Complex.
- H. **COUNTRY HOME COMPLEX COMMON PORTIONS** shall mean all roads, areas and installations of common utility in the Country Home Complex.

- I. **FARM COMPLEX OWNERS** shall mean persons who acquire and/or own and/or agree to acquire and/or own the Farm Plots comprised in the Farm Complex and shall include the Confirming Party/Owner and/or Vendor/Developer/Promoter for Farm Plots remaining unsold and shall also include all the owners, for the time being, of the various Country Home Plots (“**Bagan Bari**” Complex) and various units in Tree House Complex (“**Pakhiralaya**”) Complex.
- J. **FARM PLOTS** shall mean the several demarcated Plots of land comprised within the Farm Complex.
- K. **FARM COMMON EXPENSES** shall mean such expenses as are incurred exclusively for the maintenance and upkeep of Farm Complex.
- L. **JOINT COMMON EXPENSES** shall mean such common expenses as are incurred and/or to be incurred on the Joint Common Portions and/or matters of common concern between the Farm Complex Owners and the Country Home Owners and the Resort.
- M. **FARM COMMON PORTIONS** shall mean all road, areas and installations of common utility for the Farm Complex Owners in the Farm Complex.
- N. **JOINT COMMON PORTIONS** shall mean the roads, areas and installations of common utility for the common use and enjoyment of the Farm Complex Owners, the Country Home Owners and the Resort.
- O. **JOINT MAINTENANCE COMPANY** shall mean **PROPERTY CARE SERVICE LIMITED**, a Limited Company, formed and incorporated for the management and maintenance of the Farm Common Portions, the Joint Common Portions and the Country Home Complex Common Portions and shall include its nominee(s) and/or nominated agency(ies).
- P. **PROPORTIONATE** with all its cognate variations shall mean such portion of the whole as be reasonably fixed by the Vendor/Developer/Promoter, having due regard to the area of the Farm Complex Plots, the type of agricultural/ horticultural activities therein and other relevant factors and the Vendor/Developer/Promoter shall be entitled to fix

different proportions for different components of the Joint Common Expenses, the Farm Common Expenses and the Country Home Complex Common Expenses and/or other matters.

- Q. **RESORT** shall mean "The Ffort", a holiday resort, adjoining the Farm Complex, including the recreational and other facilities set up by the First Vendor/Developer/Promoter therein and delineated on the Map or Plan annexed hereto, marked "A" and bordered "**BROWN**" thereon.
- R. **RESORT OWNER** shall mean the Vendor/Developer/Promoter who has set up the Resort.
- S. **RESTRICTIONS** shall mean the conditions of enjoyment of the Farm Plots and also the Country Home Plots including the Said Country Home Plot and/or the Farm Common Portions and / or the Joint Common Portions and/or the Country Home Complex Common Portions and shall include those mentioned in **PART-II** of the **THIRD SCHEDULE** hereto.
- T. **SAID COUNTRY HOME** shall mean the house (including the outhouse, if any), being one of the Country Home, on the Said Country Home Plot, as has been constructed by the Vendor/Developer/Promoter, in accordance with its Plans and sanctioned by appropriate authorities more fully described in **PART II** of the **SECOND SCHEDULE** hereto and delineated on the map or Plan annexed hereto, marked 'B' and bordered in colour "**RED**" thereon.
- U. **SAID COUNTRY HOME PLOT** shall mean the Country Home Plot described in **Part I** the **SECOND SCHEDULE** hereto and delineated on the Map or Plan annexed hereto, marked "A" and bordered "**RED**" thereon, being a portion of the Country Home Complex.
- V. **SAID LAND** shall mean the land purchased by the Owner/Confirming Party from time to time on which the Country Home Complex is situated in Mouza Singhalganjabad, District of South 24 Parganas, West Bengal.

- W. **TREE HOUSE COMPLEX** shall mean the “Tree House Plot” shown in “**YELLOW**” border on Plan ‘A’ annexed hereto, being a part of the Country Home Complex;
- X. **SINGULAR** shall include the plural and vice versa;
- Y. **MASCULINE** gender shall include the feminine and neuter gender and vice versa.
- 4.2 The Confirming Party/Owner are seized and possessed of and/or otherwise well and sufficiently entitled to the respective portions of land comprised within the Said Country Home Plot (more fully described in **Part I** of the **SECOND SCHEDULE** hereto), being a demarcated portion of the Country Home Complex (more fully described in the **FIRST SCHEDULE** hereto) and are in complete khas vacant peaceful possession of their respective portions thereof and are paying up to date taxes and land revenue.
- 4.3 The Said Country Home Plot is free from all encumbrances, attachments, liens, acquisitions etc. of any nature whatsoever.
- 4.4 The Confirming Party/Owner has appointed the Vendor/Developer/Promoter to execute a project comprising several residential units on the land owned by it, being the major portions of the land comprised within the Said Country Home Plot for the consideration and subject to the terms and conditions contained in the agreements dated 10<sup>th</sup> February, 2010 and 13<sup>th</sup> March, 2012 therein (hereinafter referred to as the “**DEVELOPMENT AGREEMENTS**”) executed by and between the Confirming Party/Owner and the Vendor/Developer/Promoter.
- 4.5 The Vendor/Developer/Promoter has since taken up the development of the Project on the Said Country Home Plot christened as “**Ganga Kutir Residency Limited Edition**” having several independent bungalows with certain facilities and has completed the development of the project at its own costs and expenses.
- 4.6 The Purchaser herein expressed his willingness to the Vendor/Developer/Promoter for purchase of the said Country Home on the said Country Home Plot.
- 4.7 By the Provisional Allotment Letter dated ..... (the “**ALLOTMENT LETTER**”), the Vendor/Developer/Promoter allotted to the Purchaser the

Said Country Home situated within the Said Country Home Plot comprised within the portion of the land exclusively owned by the Confirming Party/Owner.

4.8 The Purchaser has since paid the full consideration of the Said Country Home and the Vendor/Developer/Promoter has put the Purchaser in possession of the Said Country Home.

4.9 It has now been agreed that the Vendor/Developer/Promoter would sell the Said Country Home to the Purchaser and the Confirming Party/Owner would sale the land within the said Country Home is situated as also the land appurtenant thereto in accordance with the following terms and conditions set out in this Deed and as mutually agreed upon by and between the Parties given as follows:-

**5. NOW THIS DEED WITNESSETH AS FOLLOWS:**

In pursuance of the Allotment Letter in favour of the Purchaser requesting the Confirming Party/Owner and the Vendor/Developer/Promoter to convey/grant the properties described hereinafter **AND** in consideration of the amount as mentioned in the **FIFTH SCHEDULE** hereto paid by the Purchaser to the Vendor/Developer/Promoter (the receipt whereof the Confirming Party/Owner and the Vendor/Developer/Promoter do and each of them doth hereby admit and acknowledge and of and from the payment of the same, forever release, discharge and acquit the Purchaser) and in consideration of the Purchaser agreeing to observe and perform the specific covenants, stipulations, restrictions and obligations mentioned hereafter, the Confirming Party/Owner doth hereby grant, sell, convey, transfer, assign and assure and the Vendor/Developer/Promoter doth hereby confirm, unto the Purchaser **ALL THAT** the land attributable to the Said Country Home contained in the Said Country Home Plot and more fully described in the **SECOND SCHEDULE** hereto being a portion of the land exclusively owned by the Confirming Party/Owner **AND** the Confirming Party/Owner doth hereby grant, sell, convey, transfer, assign and assure and the Vendor/Developer/Promoter doth hereby confirm unto the Purchaser **ALL THAT** the Said Country Home also more fully described in the **SECOND SCHEDULE** hereto and delineated on the Plan annexed hereto , marked "**B**" and bordered in colour "**RED**" thereon **AND TOGETHER WITH** the right of user and enjoyment of the common portions of the Said Country Home Plot and also of the Country Home Complex **BUT SUBJECT** to the easement mentioned in the Part I of **THIRD SCHEDULE** hereto and the Restrictions mentioned in **PART II** of the **THIRD SCHEDULE** hereto **AND**



**FURTHER SUBJECT** to the Covenants mentioned in the **FOURTH SCHEDULE** hereto (all of which are hereafter collectively refer to as the **SAID UNIT AND THE PROPERTIES APPURTENANT THERETO**) **OR HOWSOEVER OTHERWISE** the Said Unit And The Properties Appurtenant Thereto now are or is or at any time hereto before were or was situated, butted, bounded, called, known, numbered, described and distinguished **TOGETHER WITH** all benefits advantages and all manner of former or other rights, liberties and easements, privileges, appendages and appurtenances whatsoever belonging to the Said Unit And The Properties Appurtenant thereto or in anywise appertaining thereto, or any part thereof, usually held, used, occupied, accepted, enjoyed, reputed or known as part or parcel or member thereof or appurtenant thereto **AND** the reversion or reversions , remainder or remainders and the rents, issues and profit of the said unit And the Properties Appurtenant Thereto **AND** all the estate, right, title, interest, property, claim and demand whatsoever of the Confirming Party/Owner and the Vendor/Developer/Promoter into or upon the Said Unit And The Properties Appurtenant Thereto and all other benefits , rights and properties therein comprised and hereby granted, sold, conveyed transferred , assigned and assured or expressed or intended so to be and every part or parts thereof respectively or arising out there from **AND TOGETHER WITH** all rights, liberties and appurtenances whatsoever **TO AND UNTO** the Purchaser, free from all encumbrances, trusts, liens, lispens and attachments whatsoever **TO HAVE AND TO HOLD** the Said Unit And The Properties Appurtenant Thereto and all other benefits and rights hereby granted, sold conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof respectively or arising out therefrom absolutely and forever **SUBJECT TO** the observance and performance in perpetuity by the purchaser of all the terms and conditions for management, administration and maintenance of the common portions of the Complex Common Portions **AND SUBJECT FURTHER TO** the observance and performance of the specific covenants, stipulations, restrictions and obligations mentioned here after all of which shall be and be deemed to be covenants running with the lands **AND SUBJECT ALSO TO** the Purchaser paying and discharging all taxes, impositions etc. of the Said Unit And The Properties Appurtenant Thereto and other common expenses wholly and for the Common Portions of the Country Home Complex proportionately.

**6. REPRESENTATIONS AND WARRANTIES OF THE CONFIRMING PARTY/OWNER AND THE VENDOR/DEVELOPER/PROMOTER**

The Confirming Party/Owner and the Vendor/Developer/Promoter have represented and warranted to the Purchaser as follows:-

- a) That they are the absolute owners of their respective portions of the Said Country Home Plot and the Vendor/Developer/Promoter having constructed the Country Home, is the sole and absolute owner of Country Home, the Confirming Party/Owner and/or the Vendor/Developer/Promoter has the absolute authority to deal with the same in any manner and have good right full power and absolute authority to grant, sell, convey, transfer, assign, assure and confirm unto and to the ownership and use of the Purchaser of the Said Country Home, with right to use (to extent required) the Joint Common Portions, the Country Home Complex Common Portions and the Said Country Home Plot Common Portions in the manner aforesaid and execute this Deed of Conveyance and the Confirming Party/Owner hereby agree and undertake and the Vendor/Developer/Promoter hereby confirms that they shall after the execution hereof, not do any act of commission or omission or allow any person or party to do any act of commission or omission whereby the rights of the Purchaser under this Deed of Conveyance may be prejudicially or otherwise affected;
- b) That the Confirming Party/Owner and the Vendor/Developer/Promoter hold good, clear marketable title in respect of the Said Country Home, Joint Common Portions, the Country Home Complex Common Portions and the Said Country Home Plot Common Portions, free from all encumbrances, liens, lispendens, attachment, acquisition, requisition, alignment or trust of any nature whatsoever and is absolutely entitled to all incidental rights thereto and except the Confirming Party/Owner and/or the Vendor/Developer/Promoter, no other person or persons have any right, title, interest, claim or demand of any nature whatsoever upon the Said Country Home, Joint Common Portions, the Country Home Complex Common Portions and the Said Country Home Plot Common Portions or any portion thereof;
- c) That the Said Country Home, Joint Common Portions, the Country Home Complex Common Portions and the Said Country Home Plot Common Portions are not charged and/or mortgaged to any bank and/or financial institution and is not part of any corporate debt restructuring scheme and that no entity save and except the Confirming Party/Owner or the Vendor/Developer/Promoter has any right, title and/or interest and/ or claim in the Said Country Home, Joint Common Portions,

- the Country Home Complex Common Portions and the Said Country Home Plot Common Portions in any manner whatsoever;
- d) That no agreement for sale, lease, tenancy or any other document exists in respect of the Said Country Home except any agreement with the Purchaser;
  - e) That all rates, taxes, assessments, maintenance charges, electricity charges and other outgoings, whether assessed, imposed or levied till the date of completion of sale, in respect of the Said Country Home, Joint Common Portions, the Country Home Complex Common Portions and the Said Country Home Plot Common Portions has been paid;
  - f) That there is no impediment in holding and/or transferring the Said Country Home, Joint Common Portions, the Country Home Complex Common Portions and the Said Country Home Plot Common Portions in favour of the Purchaser under any applicable law;
  - g) That there is no impediment in holding and/or transferring the Said Country Home, Joint Common Portions, the Country Home Complex Common Portions and the Said Country Home Plot Common Portions in favour of the Purchaser under the provisions of the Urban Land (Ceiling & Regulation) Act, 1976), West Bengal Land Reforms Act, 1956, West Bengal Estates Acquisition Act, 1953 or any other law and that and that no part or portion of the Country Home Complex has ever been vested under any of the aforesaid acts.
  - h) That there is no pending or threatened legal proceedings with respect to the Said Country Home, Joint Common Portions, the Country Home Complex Common Portions and the Said Country Home Plot Common Portions which has or is likely to have the effect of encumbering the Said Country Home, Joint Common Portions, the Country Home Complex Common Portions and the Said Country Home Plot Common Portions and / or affecting the sale and transfer of the Said Country Home, Joint Common Portions, the Country Home Complex Common Portions and the Said Country Home Plot Common Portions by these presents;
  - i) That there are no pending loans, advances, mortgages, liens, promises etc. of any nature whatsoever against the Said Country Home directly or indirectly.
  - j) That there is no order from any Court of competent jurisdiction or from the Central Government/State Government and/or any other local body or Authority whereby or by reasons whereof the Confirming Party/Owner or the Vendor/Developer/Promoter is prevented from selling the Said Country Home, Joint Common

Portions, the Country Home Complex Common Portions and the Said Country Home Plot Common Portions to the Purchaser.

- k) The Confirming Party/Owner and the Vendor/Developer/Promoter have duly paid and discharged in full all the dues and liabilities in respect of the Said Country Home, Joint Common Portions, the Country Home Complex Common Portions and the Said Country Home Plot Common Portions including the Municipal outgoings, taxes, rates, maintenance charges etc. payable to the association maintaining the Said Country Home, Joint Common Portions, the Country Home Complex Common Portions and the Said Country Home Plot Common Portions upto the date hereof;
- l) Neither the Confirming Party/Owner nor the Vendor/Developer/Promoter nor any one on their behalf has committed or omitted any act, deed, matter or thing whereby their incidental rights thereto including the right to peaceful use, occupation, ownership and enjoyment of the Said Country Home, Joint Common Portions, the Country Home Complex Common Portions and the Said Country Home Plot Common Portions and other rights and benefits in respect thereof may become or may be prejudicially affected or encumbered in any manner or whereby their other right, title and interest therein may become liable to attachment and/or sale whether by a decree or order of Court or otherwise;
- m) The Confirming Party/Owner and the Vendor/Developer/Promoter have not created or purported to create any tenancy, license, charge, lease, mortgage, lien or any kind of third party rights over the Said Country Home, Joint Common Portions, the Country Home Complex Common Portions and the Said Country Home Plot Common Portions and no other person or party has any right, title or interest, claim or demand into or upon the same either by way of mortgage, gift, trust, inheritance, lease or otherwise and that the same are free from all encumbrances and there is no pending litigation of any kind whatsoever affecting the Said Country Home, Joint Common Portions, the Country Home Complex Common Portions and the Said Country Home Plot Common Portions.
- n) No tax recovery proceeding or Certificate proceeding or notice of attachment has been filed or is pending against the Confirming Party/Owner and/or the Vendor/Developer/Promoter affecting the Said Country Home, Joint Common Portions, the Country Home Complex Common Portions and the Said Country Home Plot Common Portions.

- o) Relying on the representations and warranties of the Confirming Party/Owner and the Vendor/Developer/Promoter and believing the same to be true and on the faith thereof the Purchaser has agreed to enter into this Deed on the terms and conditions mentioned herein.

**7. Covenant of the Vendor/Developer/Promoter:** The Vendor/Developer/Promoter, in future, shall, at the request and cost of the Purchaser, execute and/or caused to be executed by the Vendor/Developer/Promoter, if required, such and all other deeds and/or documents that may be required for perfecting or bettering the title of the Purchaser to the Said Country Home or more effectually transferring the Said Country Home to the Purchaser.

**8. Covenant of the Confirming Party/Owner:** The Confirming Party/Owner, in future, shall, at the request and cost of the Purchaser, execute and all other deeds and/or documents that may be required for perfecting or bettering the title of the Purchaser to the land on which the Said Country Home is situated or more effectually transferring the land on which the Said Country Home is situated to the Purchaser.

**9. Indemnity of the Confirming Party/Owner and the Vendor/Developer/Promoter-**

The Confirming Party/Owner and the Vendor/Developer/Promoter hereby, jointly and severally, indemnifies and shall keep saved, harmless and indemnified the Purchaser and its successors in title and interest and assigns to the fullest extent from and against any and all actions, suits, proceedings, losses, damages, costs, compensations, charges, expenses, claims, duties, penalties, interests, demands, etc. and consequences if any claimed against or suffered by the Purchaser or its successor or successors in title or interest and assigns for any reasons including for the reason of (a) any defect in the title of the Confirming Party/Owner and/or the Vendor/Developer/Promoter to the Said Country Home, Joint Common Portions, the Country Home Complex Common Portions and the Said Country Home Plot Common Portions or any claim/s to the Said Country Home, Joint Common Portions, the Country Home Complex Common Portions and the Said Country Home Plot Common Portions and/or any claim/s to the benefits, advantages and/or rights agreed to be granted, sold, conveyed and transferred in favour of the Purchaser and/or (b) any non-disclosure and/or improper disclosure and/or misrepresentation made by the Confirming Party/Owner and the Vendor/Developer/Promoter herein, and/or (c) any representation, declaration, undertaking and assurances made by the Confirming Party/Owner and the

Vendor/Developer/Promoter is breached or is being found to be untrue, incorrect, false or misleading and/or (d) from any sums, duties, taxes, levies, interests, penalties, etc. payable to the Government, statutory authorities and/or (e) on account of the Confirming Party/Owner and the Vendor/Developer/Promoter or any of them not having obtained or on account of failure to obtain necessary permissions, sanctions, orders from the appropriate authority, permitting the sale of the Said Country Home, Joint Common Portions, the Country Home Complex Common Portions and the Said Country Home Plot Common Portions. The indemnity provided herein shall be in addition to any other rights under law equity or otherwise to which the Purchaser or its successor or successors in title or interest and assigns may otherwise be entitled to.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**PART - I**

**(The Farm Complex)**

**ALL THAT** the 150 (One Hundred And Fifty) Bighas, more or less, of land (comprised of land owned by the Confirming Party/Owner) and comprised in several dags in Mouza Singhalganjabad, Pargana Panchakuli, Police Station Diamond Harbour, Sub-Registry Diamond Harbour, District South 24 Parganas, West Bengal and commonly known as "**SHYAMOLIMA**", comprised of the "Bagan Bari" Complex, "Tree House" Complex ("Pakhiralaya") and also inter alia, including the Said Country Home Plot Common Portions, the Country Home Complex Common Portions and the Joint Common Portions and delineated on the Map or Plan annexed hereto, marked "**A**" and bordered "**GREEN**" therein and butted and bounded as follows:

**ON THE NORTH:** By land belonging to others.

**ON THE EAST:** By Government Embankment.

**ON THE SOUTH:** Partly by Government Embankment and partly by the site for the Resort.

**ON THE WEST:** Partly by boundary wall of Raichak Fisheries Complex and partly by the site for the Resort.

**PART - II**

**(Country Home Complex)**

**ALL THAT** the land measuring about 336 (Three Hundred and Thirty Six) decimals comprised in L.R.Dag 560 in Mouza Singhalganjabad, Pargana Panchakuli, Gram Panchayat- Mathur, Police Station Ramnagar, Sub-Registry Diamond Harbour, District South 24 Parganas, West Bengal and

commonly known as “**GANGA KUTIR RESIDENCY LIMITED EDITION**”(GKR-LE) and also inter alia, including the Country Home Complex and the Common Portions, Complex Common Portions and delineated on the Map or Plan annexed hereto, marked ‘**A**’ and bordered “**BLUE**” therein and butted and bounded as follows :

**ON THE NORTH** : By land belonging to others

**ON THE EAST** : By Irrigation Canal.

**ON THE SOUTH** : By Government Embankment

**ON THE WEST** : By Government Embankment leading to the access road to Shyamolima Complex.

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**PART - I**  
**(The Said Country Home Plot)**

**ALL THAT** the piece or parcel of land measuring ..... decimal (..... sq.ft.), more or less, being a divided and demarcated portion of the Country Home Complex, described in the **FIRST SCHEDULE** hereinabove and delineated on the Map or Plan annexed hereto marked ‘**A**’ and bordered “**RED**” thereon situated in Mouza - Singhalganjabad, Police Station-Ramnagar, District-24 Parganas South, as per the details given below.

Dag No.	Khatian No.	Dag Area(in Dec.)
560	580	

**PART - II**  
**(The Said Country Home)**

**ALL THAT** the Said Country Home constructed on the Said Country Home Plot described in Part I of this Schedule, being Unit No....., having a carpet area of ..... sq.ft. (Ground Floor .....sq.ft, First Floor ..... sq.ft.), more or less, with the land on which the Said Unit No. .... is standing and/or lying constructed as delineated on the map or plan annexed hereto and marked “**B**” and bordered in colour “**RED**” thereon and comprised within the Said Country Home Plot described in **PART-I**

of the **SECOND SCHEDULE** hereinabove **TOGETHER WITH** all the facilities therein **AND TOGETHER WITH** the right, in perpetuity, of ingress and egress though all therein and from the common roads situated within the Said Country Home Plot and/or in the Country Home Complex and butted and bounded as follows :

**ON THE NORTH** :By .....

**ON THE EAST** :By .....

**ON THE SOUTH** : By .....

**ON THE WEST** :By .....

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**PART-I**  
**(Easements)**

The parties hereto shall allow to each other, the other Said Country Home owners and/or the other Country Home Owners and also the Joint Maintenance Company, the following rights, easements, quasi-easements, privileges and/or appurtenances:

1. The right of common passage, user and movement in all the Said Country Home Plot Common Portions, the Joint Common Portions and the Country Home Complex Common Portions.
2. The right of passage of utilities, including connections for telephones, television, generator, electricity, water etc. through pipes, cables, etc., through each and every part of the Country Home Complex Common Portions and/or the Said Country Home Plot Common Portions and/or the Joint Common Portions.
3. Right of access to the Said Country Home and right of Common Passage on all Roads with men, material and vehicles.
4. Right to receive the benefits of the Joint Common Portions, the Country Home Complex Common Portions and the Said Country Home Plot Common Portions.
5. Such rights, supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the Said Country Home.
6. The right, with or without workmen and necessary materials, to enter upon the Said Country Home for the purpose of repairing any of the Common Facilities or any appurtenances to any portion of the Country Home Complex in so far as the same cannot be carried out without such entry and in all such cases, excepting emergency, upon giving 48 (Forty Eight) hours previous notice in writing to the Said Country Home Owners and /or the



Country Home Owners and/or the Vendor/Developer/Promoter affected thereby.

**PART-II**  
**(Restrictions)**

1. The Purchaser shall not make any excavation in the Said Country Home **SAVE** to the extent required for the beneficial enjoyment of the Said Country Home.
2. The trees planted in the Said Country Home Plot and/or in the Said Country Home, if any, shall be maintained and regularly pruned by the Joint Maintenance Company and/or the nominated agency of the Joint Maintenance Company, as the case may be, so that the branches thereof do not encroach on the adjoining Country Home(s).
3. The Purchaser along with other Said Country Home owners of the Said Country Home Plot shall be entitled to repair the boundary wall around the Said Country Home Plot but shall not be entitled to raise the height thereof beyond 7 (seven) feet.
4. The Purchaser shall keep and maintain the Said Country Home in a proper and decent condition and shall not allow the same to be neglected or do anything therein as be illegal or immoral or be of nuisance or annoyance to the other Said Country Home Owners and/or the Country Home Owners.
5. The Purchaser shall not obstruct or permit to be obstructed the roads, the Joint Common Portions, the Said Country Home Plot Common Portions and/or Country Home Complex Common Portions by parking of vehicles, storage of materials or otherwise **SAVE** to the extent permitted by the Vendor/Developer/Promoter to the Joint Maintenance Company, as the case may be, for brief periods and/or specified purposes.
6. The Purchaser shall observe the rules framed from time to time by the Joint Maintenance Company for the purpose of use and/or enjoyment of the Said Country Home.
7. The Purchaser shall pay and bear the Joint Common Expenses the Said Country Home Plot Common Expenses and the Country Home Complex Common Expenses and all levies and taxes in respect of the Country Home Complex and/or the Said Country Home Plot proportionately and for the Said Country Home, wholly. However, it is clarified that in case any fine is to be paid as a part of the Joint Common Expenses, then the Purchaser shall not be liable to pay subject, however, to the Purchaser paying its dues within the due dates.
8. The Purchaser shall deposit all amounts reasonably required by the Joint Maintenance Company towards the Purchaser's liability for the Joint Common Expenses, Country Home Complex Common Expenses and the Said Country Home Plot Common Expenses.

9. The Purchaser shall use the Said Country Home only for residential purposes and not as a hotel guest house or commercial establishment.
10. The Purchaser shall pay for electricity and other utilities consumed in or relating to the Said Country Home.
11. The Purchaser shall not be entitled to divide, partition and/or otherwise deal with the Said Country Home so that the same is not or cannot be treated as 1 (One) Country Home.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**(Covenants, Rules and Regulations)**

1. The Purchaser shall pay to the Vendor/Developer/Promoter, proportionately, its costs and charges for :
  - a) Operation of the Joint Maintenance Company including the deposit and/or deposits for creation of a sinking fund and/or maintenance fund.
  - b) Betterment or other levies that may be charged on the Country Home Complex and/or the Said Country Home Plot and/or the Said Country Home, partially or wholly, as the case may be.
  - c) All increases in the existing and all new rates, taxes and/or levies as be imposed on the Said Country Home and/or the Country Home Complex and/or the Said Country Home Plot, partially or wholly, as the case may be. The Stamp duty, registration charges and miscellaneous expenses for all documents to be executed and/or registered. However, the Parties shall bear their respective legal expenses.
2. Such costs and charges shall not include any fine or penalty which the Vendor/Developer/Promoter or the Joint Maintenance Company has to pay to any authority provided the Purchaser has paid his/ its dues within due dates.
3. All the amounts, if any, payable by the Purchaser as aforesaid shall be paid within 7 (seven) days of demand by the Joint Maintenance Company. In case the exact liability on any head cannot be quantified, the payment shall be made according to the Joint Maintenance Company's reasonable estimation **SUBJECT TO** subsequent accounting within a reasonable period.
4. The Joint Maintenance Company shall manage and maintain and/or cause to be managed and maintained the Joint Common Portions, the Said Country Home Plot Common Portions and the Country Home Complex Common Portions and/or the Country Home Complex subject however to the Purchaser and the other Said Country Home Owners and/or the Country Home Owners paying the Joint Common Expenses, the Said Country Home Plot

Common Expenses, wherever payable, and the Country Home Complex Common Expenses and other expenses, proportionately.

5. The Vendor/Developer/Promoter and/or the Joint Maintenance Company shall nominate and define the Said Country Home Plot Common Portions, the Country Home Complex Common Portions, the Said Country Home Plot Common Expenses, the Joint Common Portions, the Country Home Complex Common Expenses and the Joint Common Expenses and shall also have the authority and right to change the same from time to time.
6. The proportionate share mentioned hereinabove, shall be such as be specified, determined and decided by the Vendor/Developer/Promoter and/or the Joint Maintenance Company, as the case may be at its sole discretion, from time to time, keeping in view the user and/or enjoyment and the same shall be duly intimated by the Vendor/Developer/Promoter and/or the Joint Maintenance Company to the Purchaser. In regard to all the matters mentioned above, the Confirming Party/Owner's and/or the Joint Maintenance Company's decision shall be final and binding. Notwithstanding anything herein contained, the Joint Common Portions the Country Home Complex Common Portions and the Said Country Home Plot Common Portions shall remain the property of the Vendor/Developer/Promoters and shall be under the control of the Joint Maintenance Company **SUBJECT TO** the Easements in favour of the Said Country Home Owners, including, the Purchaser and the Purchaser shall have no right, title and interest therein **PROVIDED HOWEVER** the Purchaser shall have the right to use, in perpetuity, the same and/or receive the services and benefits.
7. Computation of the Joint Common Expenses, the Country Home Complex Common Expenses and the Said Country Home Plot Common Portions Expenses shall be done in the following manner :
  - a) The Country Home Complex Common Expenses, i.e. The Common Expenses relating to the Country Home Complex Common Portions shall be wholly for and to the account of the Country Home Owners, including for and on account of all the Said Country Home Owners within the Said Country Home Plot (including the Purchaser) and shall be paid by them, proportionately.
  - b) The Joint Common Expenses, i.e. the Common Expenses relating to the Joint Common Portions shall be shared between the Country Home Owners, including by the Said Country Home Owners (including the Purchasers) within the Said Country Home Plot (and also by the Resort Owner,

proportionately, according to utilization and need from time to time, such proportionate utilization and need being determinable by the Vendor/Developer/Promoter and/or the Joint Maintenance Company at its sole discretion.

- c) The Said Country Home Plot Common Expenses i.e. the Common Expenses relating exclusively to the Said Country Home Plot Common Portions shall be wholly for and on account of all the Said Country Home Owners (including the Purchasers) and shall be paid by them proportionately.
8. The proportionate share mentioned hereinabove shall be such as be decided by the Vendor/Developer/Promoter and/or the Joint Maintenance Company after proper and due consultation with the Purchaser.
9. The maintenance and management of the Joint Common Portions shall always remain with the Vendor/Developer/Promoter or its nominee(s). Notwithstanding anything herein contained, the Country Home Owners of at least 80% (Eighty Percent) of the units within the Country Home Complex (the Said Country Home Plot being one of the unit), may, however, jointly, at any time, take over the maintenance and management of the Country Home Complex Common Portions and/or the Said Country Home Plot Common Portions upon reasonable grounds being shown for such take over. The Confirming Party/Owner, at its sole discretion, may also handover the maintenance and management of the Country Home Complex Common Portions and the Said Country Home Plot Common Portions collectively to the Country Home Owners, at a nominal consideration of Re.1/- (Rupee One) only, **SUBJECT HOWEVER TO** such terms and conditions as to use, enjoyment and/or maintenance as the First Vendor/Developer/Promoter may determine but not inconsistent with the provisions hereof provided however the stamp duty, registration charges and/or other charges, if any, for transfer of the Country Home Complex Common Portions and the Said Country Home Plot Common Portions shall be borne and paid collectively by the Country Home Owners and/or the Said Country Home Owner including the Purchaser, as may be so applicable.
10. The taking over by the Country Home Owners and/or handing over to the Country Home Owners of the maintenance and management of the Country Home Complex Common Portions and the Said Country Home Plot Common Portions shall be through the Joint Maintenance Company wherein the Country Home Owners shall be issued shares proportionately and the share application money, if any, paid by them to the Confirming Party/Owner shall be utilized for subscription of the shares. The

Country Home Owners shall have voting rights in the Joint Maintenance Company, in proportion to their respective share holdings and shall be entitled to control and manage the same in such manner as they deem fit and proper. The Vendor/Developer/Promoter shall hold shares proportionately for the Country Home Plots (including for the Said Country Home Plot) owned and/or belonging to the Confirming Party/Owner.

11. The Vendor/Developer/Promoter and/or the Joint Maintenance Company shall be at liberty to change and/or alter the Joint Common Portions and the Country Home Complex Common Portions and/or to bring in new areas/facilities and/or remove certain areas/facilities and/or to otherwise deal with the same in such manner as be deemed fit and proper by the Vendor/Developer/Promoter and/or the Joint Maintenance Company **PROVIDED** **HOWEVER** the Vendor/Developer/Promoter and/or the Joint Maintenance Company shall ensure that such change/alteration does not prejudicially effect the enjoyment of the Said Country Home by the Purchaser.
12. In case the Vendor/Developer/Promoter condones the default of the Purchaser, then and in such event, the Purchaser shall, along with such dues and/or arrears, pay compensation for the losses and/or damages suffered by the Vendor/Developer/Promoter and/or the joint Maintenance Company and also interest at such rate as may be decided by the Joint Maintenance Company for the period of default, on all amounts remaining unpaid.
13. Any notice to be served by either of the parties on the other shall be deemed to have been served on the 4th (Fourth) day from the date the same has been delivered for dispatch to the Postal Authorities by Registered Post With Acknowledgement Due at the aforesaid or last notified address of the parties hereto.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

Rs. ..../- (Rupees .....) only being the consideration paid by the Purchaser for the Said Country Home to the Vendor/Developer/Promoter which the Vendor/Developer/Promoter doth hereby admit and acknowledge to have received.

**8. Execution and Delivery:** In witness whereof the parties hereto have executed these presents at Kolkata on the day, month and year mentioned above.

**EXECUTED** **AND**  
**DELIVERED** \_\_\_\_\_ by the  
**VENDOR/DEVELOPER/PRO**  
**MOTER** in the presence of:

1.

2.

**EXECUTED** **AND**  
**DELIVERED** \_\_\_\_\_ by the  
**CONFIRMING**  
**PARTY/OWNER** in the  
presence of:

1.

2.

**EXECUTED** **AND**  
**DELIVERED** \_\_\_\_\_ by the  
**PURCHASER** in the presence  
of:

1.

2.

**MEMO OF CONSIDERATION**

The Vendor/Developer/Promoter herein confirms and acknowledges to have received a payment of Rs. ....../- (Rupees .....)only from the Purchaser described in the following manner:-

Date of payment	Bank Name	Cheque No.	Amount(Rs.)

Witness:

Vendor/Developer/Promoter:

1.

2.

=====  
**DATED THIS       <sup>th</sup> DAY OF       , 2018**  
=====

**CONVEYANCE DEED**

**BETWEEN**

**RISING TOWER PRIVATE LIMITED**

**... CONFIRMING PARTY/OWNER**

**GGL HOTEL AND RESORT COMPANY  
LIMITED**

**...VENDOR/DEVELOPER/PROMOTER**

**AND**

\_\_\_\_\_

**... PURCHASER**