

**CONVEYANCE**

1. **Date:** \_\_\_\_\_
2. **Place:** Kolkata
3. **Parties:**

- 3.1 **Broad Tie Up Private Limited**, a company incorporated under the Companies Act, 1956 and an existing company within the meaning of the Companies Act, 2013, having its registered office at 91A/1 Park Street, Post Office Park Street, Police Station Park Street, Kolkata-700016, District Kolkata, West Bengal [**PAN AAECB6602N**]
- 3.2 **Recoup Tracom Private Limited**, a company incorporated under the Companies Act, 1956 and an existing company within the meaning of the Companies Act, 2013, having its registered office at 91A/1, Park Street, Post Office Park Street, Police Station Park Street, Kolkata-700016, District Kolkata, West Bengal [**PAN AAFCR4144Q**]
- 3.3 **Browse Tie Up Private Limited**, a company incorporated under the Companies Act, 1956 and an existing company within the meaning of the Companies Act, 2013, having its registered office at 91A/1, Park Street, Post Office Park Street, Police Station Park Street, Kolkata-700016, District Kolkata, West Bengal [**PAN AAECB6459P**]
- 3.4 **Browse Merchants Private Limited** a company incorporated under the Companies Act, 1956 and an existing company within the meaning of the Companies Act, 2013, having its registered office at 91A/1, Park Street, Post Office Park Street, Police Station Park Street, Kolkata-700016, District Kolkata, West Bengal [**PAN AAECB6460G**]
- 3.5 **Recoup Vinimay Private Limited**, a company incorporated under the Companies Act, 1956 and an existing company within the meaning of the Companies Act, 2013, having its registered office at 91A/1, Park Street, Post Office Park Street, Police Station Park Street, Kolkata-700016, District Kolkata, West Bengal [**PAN AAFCR4143K**]
- 3.6 **Majestic Conclave Private Limited**, a company incorporated under the Companies Act, 1956 and an existing company within the meaning of the Companies Act, 2013, having its registered office at 91A/1, Park Street, Kolkata-700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal [**PAN AAHCM4356P**]
- 3.7 **Geranium Projects Private Limited**, a company incorporated under the Companies Act, 1956 and an existing company within the meaning of the Companies Act, 2013, having its registered office at 84A, Chittaranjan Avenue, Police Station Bowbazar, Post Office Bowbazar, Kolkata-700012, District Kolkata, West Bengal [**PAN AAECG6232B**]
- 3.8 **Darpad Promoters Private Limited**, a company incorporated under the Companies Act, 1956 and an existing company within the meaning of the Companies Act, 2013, having its registered office at 1<sup>st</sup> Floor, 14, Netaji Subhas Road, Police Station Hare Street, Post Office G.P.O., Kolkata-700001, District Kolkata, West Bengal [**PAN AAECD2509A**]
- 3.9 **Panorama Marketing Private Limited (formerly known as as Panorama Marketing Limited)**, a company incorporated under the Companies Act, 1956 and an existing company within the meaning of the Companies Act, 2013, having its registered office at 1, Sarojini Naidu Sarani, Shubham Building, Unit 307, Police Station Park Street, Post Office Shakespeare Sarani, Kolkata-700017, District Kolkata, West Bengal [**PAN AABCP1466H**]

all jointly represented by their authorized signatory, \_\_\_\_\_, son of \_\_\_\_\_, by faith \_\_\_\_\_, by nationality Indian, by occupation Service, working for gain at Siddha Park, 99A, Park Street, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN** \_\_\_\_\_)

(collectively **Owners**, include successors-in-interest)

**And**

3.10 **Siddha Town Baruipur LLP**, a limited liability partnership firm incorporated under the Limited Liability Partnership Act, 2008, having its registered office at Siddha Park Building, 6<sup>th</sup> Floor, 99A, Park Street, Kolkata-700016, Police Station Park Street [**PAN ACJFS3627E**] represented by its authorized \_\_\_\_\_, son of \_\_\_\_\_, by faith \_\_\_\_\_, by nationality Indian, by occupation Service, working for gain at Siddha Park, 99A, Park Street, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN** \_\_\_\_\_)

(**Promoter/Developer**, includes successors-in-interest and assign/s)

**And**

3.11 \_\_\_\_\_  
\_\_\_\_\_

(**Buyer or Allottee**, include/s his/her heirs, executors, administrators, successors-in-interest and permitted assigns)

Owners, Promoter/Developer and Buyer are hereinafter individually referred to as such or as **Party** and collectively as **Parties**.

**NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:**

**4. Subject Matter of Conveyance**

4.1 **Said Bungalow:** The ground plus one storied, Residential Bungalow No. \_\_\_\_\_, having carpet area of \_\_\_\_\_ square feet, more or less, with attached balcony measuring \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less and the said bungalow with attached balcony collectively having built-up area of \_\_\_\_\_ (\_\_\_\_\_), more or less, **along with** exclusive right to use the Front Yard area admeasuring \_\_\_\_\_ square feet (which includes 1 (one) car parking area measuring \_\_\_\_\_ (\_\_\_\_\_) square feet and Backyard area admeasuring \_\_\_\_\_ (\_\_\_\_\_) square feet, appertaining to the aforesaid bungalow, being more particularly described in **Schedule B** below and the layout of the bungalow is delineated in **Green** colour on the **Plan** annexed hereto and marked as **Annexure “2”** (“**Said Bungalow**”) in Bungalow Block No. \_\_\_\_\_ (“**Said Block**”).

The Said Bungalow is a part of the Real Estate Project (defined in Clause 5.3 below) registered under the provisions of the West Bengal Housing Industry Regulation Act, 2017 (**Act**), the West Bengal Housing Industry Regulation Rules, 2018 (**Rules**) and the West Bengal Housing Industry Regulation Act, 2017 (**Regulations**) with the West Bengal Housing Industry Regulatory Authority (**Authority**) at Kolkata on \_\_\_\_\_ under registration No. \_\_\_\_\_ and the Real Estate Project is constructed on land

measuring 206.0690 (two hundred and six point zero six nine zero) decimal, more or less, equivalent to 124.8903 (one hundred and twenty four point eight nine zero three) *cottah*, equivalent to 8338.958 (eight thousand three hundred and thirty eight point nine five eight) square meter, more or less, more or less, comprised in R.S./L.R. *Dag* Nos. 15, 28, 29, 30, 31, 32, 33, 34, 35, 36, 44, 45/935, 45, 46, 47, 48, 49 and 53 recorded in L.R. *Khatian* Nos. 3721, 3722, 3723, 3724, 3725, 3726, 3727, 4149 and 4150, *Mouza* Hariharpur, J.L. No. 11, Police Station Baruipur, PIN-700144, within the jurisdiction of Hariharpur *Gram Panchayat*, Sub-Registration District Baruipur, District South 24 Parganas, as shown in **Blue** colour boundary line on the **Plan** annexed and marked as **Annexure “1”** hereto and more particularly described in **Schedule A-2** below (**Project Property**). The Real Estate Project has been developed as a phase (Phase II) of the Whole Project [defined in 5.12.1.(iii) below] named **Siddha Suburbia (Said Complex)**, constructed/being constructed on land measuring land measuring 1337.7387 (one thousand three hundred and thirty seven point seven three eight seven) decimal, more or less, equivalent to 810.7507 (eight hundred and ten point seven five zero seven) *cottah* and further equivalent to 54230.82 (fifty four thousand two hundred and thirty point eight two) square meter, more or less, which is more particularly described in **Schedule A-1** below and is delineated by **Red** colour boundary line on the **Plan** annexed hereto and marked as **Annexure “1”** ("**Larger Property**").

- 4.2 **Share In Common Areas:** Undivided, impartible, proportionate and variable share in the common areas of the Real Estate Project (**Share In Common Areas**), the said common areas of the Real Estate Project being described in **Schedule C** below (**Common Areas**).
- 4.3 **Land Share:** Undivided and impartible share in the land underneath the Said Bungalow (**Land Share**).
- 4.4 **Said Bungalow And Appurtenances:** The subject matter of this Conveyance are 4.1, 4.2, and 4.3 above, being the Said Bungalow, the Share In Common Areas and the Land Share, respectively which are collectively described in **Schedule B** below (collectively **Said Bungalow And Appurtenances**).

## 5. Background

- 5.1 **Ownership of Larger Property:** The Owner Nos. 1 to 9 are the joint owners of land measuring 380.1992 (three hundred and eighty point one nine nine two) decimal equivalent to 230.4238 (two hundred and thirty point four two three eight) *cottah* equivalent to 15412.96 (fifteen thousand four hundred and twelve point nine six) square meter, more or less, comprised in R.S./L.R. *Dag* Nos. 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 34 and 40 recorded in L.R. *Khatian* Nos. 1836, 1837, 1838, 1839, 1840, 1841, 1841/1, 1852 and 1949, at *Mouza* Khasmallik, J.L. No. 35, PIN 700144, **and** land measuring 247.8633 (two hundred and forty seven point eight six three three) decimal equivalent to 150.2202 (one hundred and fifty point two two zero two) *cottah* equivalent to 10048.17 (ten thousand and forty eight point one seven) square meter, more or less, comprised in R.S./L.R. *Dag* Nos. 85, 86, 87, 88, 89, 90, 92, 93, 95 and 96, recorded in L.R. *Khatian* Nos. 3721, 3722, 3723, 3724, 3725, 3726, 3727, 4149 and 4150, at *Mouza* Hariharpur, J.L. No. 11, Police Station Baruipur, PIN 700144, and within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas (**First Property**) **and** the the Owner Nos. 1 to 9 are also the joint owners of land measuring 709.6759 (seven hundred and nine point six seven five nine) decimal equivalent to 430.1066 (four hundred and thirty point one zero six six)

*cottah* equivalent to 28769.67 (twenty eight thousand seven hundred sixty nine point six seven) square meter, more or less, comprised in R.S./L.R. *Dag* Nos. 15, 16, 28, 29, 30, 31, 32, 33, 34, 35, 36, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 52, 53, 66, 67, 68, 69, 70, 71, 72, 73, 78, 79, 86, 87 and 45/935, recorded in L.R. *Khatian* Nos. 3721, 3722, 3723, 3724, 3725, 3726, 3727, 4149 & 4150, at *Mouza* Hariharpur, J.L. No. 11, Police Station Baruipur, PIN 700144, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas (**Second Property**), the First Property and the Second Property collectively referred as Larger Property, land measuring 1337.7387 (one thousand three hundred and thirty seven point seven three eight seven) decimal, more or less, equivalent to 810.7507 (eight hundred and ten point seven five zero seven) *cottah* and further equivalent to 54230.82 (fifty four thousand two hundred and thirty point eight two) square meter, more or less, which is more particularly described in **Schedule A-1** below and is delineated by **Red** colour boundary line on the **Plan** annexed hereto and marked as **Annexure “1”**. The Owners have purchased the Larger Property vide 148 (one hundred and forty eight) separate Deeds of Sale i.e. **(1)** Deed of Sale dated 10.10.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1, Pages 3100 to 3114, being Deed No. 190 for the year 2013 **(2)** Deed of Sale dated 08.11.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1, Pages 3115 to 3130, being Deed No. 191 for the year 2013 **(3)** Deed of Sale dated 27.11.13, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1, Pages 2726 to 2742, being Deed No. 192 for the year 2014 **(4)** Deed of Sale dated 03.12.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1, Pages 3131 to 3144, being Deed No. 193 for the year 2013 **(5)** Deed of Sale dated 12.12.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1, Pages 3145 to 3169, being Deed No. 195 for the year 2013 **(6)** Deed of Sale dated 03.12.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1, Pages 3170 to 3183, being Deed No. 196 for the year 2013 **(7)** Deed of Sale dated 08.01.14, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1, Pages 5220 to 5239, being Deed No. 358 for the year 2014 **(8)** Deed of Sale dated 08.01.14, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1, Pages 5240 to 5255, being Deed No. 359 for the year 2014 **(9)** Deed of Sale dated 08.01.14, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1, Pages 5256 to 5271, being Deed No. 360 for the year 2014 **(10)** Deed of Sale dated 08.01.14, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1, Pages 5272 to 5287, being Deed No. 361 for the year 2014 **(11)** Deed of Sale dated 08.01.14, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1, Pages 5288 to 5303, being Deed No. 362 for the year 2014 **(12)** Deed of Sale dated 08.01.14, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1, Pages 5304 to 5319, being Deed No. 363 for the year 2014 **(13)** Deed of Sale dated 21.01.14, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 2, Pages 4845 to 4859, being Deed No. 833 for the year 2014 **(14)** Deed of Sale dated 15.12.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 5, Pages 3399 to 3419, being Deed No. 1923 for the year 2013 **(15)** Deed of Sale dated 15.12.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 5, Pages 3420 to 3439, being Deed No. 1924 for the year 2013 **(16)** Deed of Sale dated 15.12.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 5, Pages 3440 to 3460, being Deed No. 1925 for the year 2013 **(17)** Deed

of Sale dated 22.01.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 5, Pages 3145 to 3162, being Deed No. 1927 for the year 2013(**18**) Deed of Sale dated 22.01.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 5, Pages 3163 to 3180, being Deed No. 1928 for the year 2013(**19**) Deed of Sale dated 22.01.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 5, Pages 3181 to 3198, being Deed No. 1929 for the year 2013(**20**) Deed of Sale dated 22.01.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 5, Pages 3199 to 3216, being Deed No. 1930 for the year 2013(**21**) Deed of Sale dated 22.01.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 5, Pages 3217 to 3234, being Deed No. 1931 for the year 2013 (**22**) Deed of Sale dated 01.03.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 8, Pages 1427 to 1450, being Deed No. 3151 for the year 2013(**23**) Deed of Sale dated 01.03.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 8, Pages 1451 to 1474, being Deed No. 3152 for the year 2013(**24**) Deed of Sale dated 01.03.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 8, Pages 1475 to 1498, being Deed No. 3153 for the year 2013(**25**) Deed of Sale dated 01.03.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 8, Pages 1499 to 1522, being Deed No. 3154 for the year 2013(**26**) Deed of Sale dated 01.03.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 8, Pages 1523 to 1546, being Deed No. 3155 for the year 2013(**27**) Deed of Sale dated 01.03.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 8, Pages 1547 to 1570, being Deed No. 3156 for the year 2013(**28**) Deed of Sale dated 06.03.14, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 8, Pages 4161 to 4175, being Deed No. 3162 for the year 2014(**29**) Deed of Sale dated 26.02.14, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 8, Pages 4176 to 4191, being Deed No. 3163 for the year 2014(**30**) Deed of Sale dated 26.02.14, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 8, Pages 3840 to 3855, being Deed No. 3167 for the year 2014(**31**) Deed of Sale dated 05.04.2013, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 9, Pages 155 to 167, being Deed No. 4314 for the year 2013(**32**) Deed of Sale dated 08.05.14, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 10, Pages 785 to 803, being Deed No. 4835 for the year 2014(**33**) Deed of Sale dated 08.05.14, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 10, Pages 804 to 822, being Deed No. 4836 for the year 2014(**34**) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 16, Pages 3767 to 3780, being Deed No. 5112 for the year 2012(**35**) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 16, Pages 3781 to 3794, being Deed No. 5113 for the year 2012(**36**) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 16, Pages 3795 to 3808, being Deed No. 5114 for the year 2012(**37**) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 16, Pages 3809 to 3832, being Deed No. 5115 for the year 2012(**38**) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 16, Pages 3833 to 3851, being Deed No. 5116 for the year 2012(**39**) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 16, Pages 3852 to 3866, being Deed No. 5117 for the year 2012(**40**) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 16,

Pages 3867 to 3881, being Deed No. 5118 for the year 2012(**41**) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 16, Pages 3882 to 3895, being Deed No. 5119 for the year 2012(**42**) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 16, Pages 3896 to 3911, being Deed No. 5120 for the year 2012(**43**) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 16, Pages 3927 to 3941, being Deed No. 5122 for the year 2012(**44**) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 16, Pages 3942 to 3956, being Deed No. 5123 for the year 2012(**45**) Deed of Sale dated 03.12.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 13, Pages 1664 to 1677, being Deed No. 5209 for the year 2013(**46**) Deed of Sale dated 03.12.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 13, Pages 1678 to 1691, being Deed No. 5210 for the year 2013(**47**) Deed of Sale dated 22.05.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 13, Pages 3528 to 3541, being Deed No. 5328 for the year 2013(**48**) Deed of Sale dated 22.05.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 13, Pages 3542 to 3555, being Deed No. 5329 for the year 2013(**49**) Deed of Sale dated 22.05.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 13, Pages 3556 to 3569, being Deed No. 5330 for the year 2013(**50**) Deed of Sale dated 22.05.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 13, Pages 3570 to 3583, being Deed No. 5331 for the year 2013(**51**) Deed of Sale dated 22.05.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 13, Pages 3584 to 3597, being Deed No. 5332 for the year 2013(**52**) Deed of Sale dated 26.04.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 13, Pages 3598 to 3617, being Deed No. 5333 for the year 2013(**53**) Deed of Sale dated 26.04.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 13, Pages 3618 to 3637, being Deed No. 5334 for the year 2013(**54**) Deed of Sale dated 26.04.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 13, Pages 3638 to 3657, being Deed No. 5335 for the year 2013(**55**) Deed of Sale dated 18.04.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 13, Pages 5954 TO 5979, being Deed No. 5336 for the year 2013(**56**) Deed of Sale dated 18.04.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 13, Pages 5980 to 6005, being Deed No. 5337 for the year 2013(**57**) Deed of Sale dated 18.04.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 13, Pages 6006 to 6031, being Deed No. 5338 for the year 2013(**58**) Deed of Sale dated 18.04.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 13, Pages 6032 to 6057, being Deed No. 5339 for the year 2013(**59**) Deed of Sale dated 10.05.2012, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 13, Pages 6865 to 6880, being Deed No. 6061 for the year 2012(**60**) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 134 to 148, being Deed No. 6259 for the year 2012(**61**) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 149 to 164, being Deed No. 6260 for the year 2012(**62**) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 165 to 181, being Deed No. 6261 for the

year 2012(**63**) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 182 to 197, being Deed No. 6262 for the year 2012(**64**) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 198 to 214, being Deed No. 6263 for the year 2012(**65**) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 215 to 230, being Deed No. 6264 for the year 2012(**66**) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 231 to 247, being Deed No. 6265 for the year 2012(**67**) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 248 to 263, being Deed No. 6266 for the year 2012(**68**) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 264 to 279, being Deed No. 6267 for the year 2012(**69**) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 296 to 312, being Deed No. 6269 for the year 2012(**70**) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 313 to 327, being Deed No. 6271 for the year 2012(**71**) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 328 to 343, being Deed No. 6272 for the year 2012 (**72**) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 344 to 359, being Deed No. 6273 for the year 2012(**73**) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 360 to 374, being Deed No. 6274 for the year 2012(**74**) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 375 to 391, being Deed No. 6275 for the year 2012(**75**) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 392 to 405, being Deed No. 6276 for the year 2012(**76**) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 406 to 420, being Deed No. 6277 for the year 2012(**77**) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 421 to 434, being Deed No. 6278 for the year 2012(**78**) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 435 to 450, being Deed No. 6279 for the year 2012(**79**) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 451 to 466, being Deed No. 6280 for the year 2012(**80**) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 694 to 708, being Deed No. 6296 for the year 2012(**81**) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 709 to 724, being Deed No. 6297 for the year 2012(**82**) Deed of Sale dated 02.07.13, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 18, Pages 3418 to 3432, being Deed No. 7501 for the year 2013 (**83**) Deed of Sale dated 02.07.13, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 18, Pages 3433 to 3447, being Deed No. 7502 for the year 2013(**84**) Deed of Sale dated 02.07.13, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 18, Pages 3448 to 3462, being Deed No. 7503 for the year 2013(**85**) Deed of Sale dated 24.07.13, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 24, Pages 2314 to 2332, being Deed No. 7504 for the year 2013(**86**) Deed of Sale dated 24.07.13, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 501, Pages 30 to 51,



being Deed No. 7505 for the year 2013(87) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 23, Pages 4705 to 4718, being Deed No. 7567 for the year 2012(88) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 23, Pages 4719 to 4734, being Deed No. 7568 for the year 2012(89) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 23, Pages 4735 to 4751, being Deed No. 7569 for the year 2012(90) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 23, Pages 4752 to 4770, being Deed No. 7570 for the year 2012(91) Deed of Sale dated 05.08.13, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 19, Pages 2761 to 2775, being Deed No. 7898 for the year 2013(92) Deed of Sale dated 05.08.13, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 19, Pages 2776 to 2790, being Deed No. 7899 for the year 2013 (93) Deed of Sale dated 02.07.13, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 19, Pages 2791 to 2811, being Deed No. 7900 for the year 2013(94) Deed of Sale dated 10.05.2012, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 22, Pages 2073 to 2092, being Deed No. 8024 for the year 2012(95) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 26, Pages 874 to 890, being Deed No. 8319 for the year 2012(96) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 26, Pages 891 to 908, being Deed No. 8320 for the year 2012(97) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 26, Pages 982 to 996, being Deed No. 8326 for the year 2012(98) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 26, Pages 997 to 1015, being Deed No. 8328 for the year 2012(99) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 26, Pages 1073 to 1087, being Deed No. 8333 for the year 2012(100) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 26, Pages 2911 to 2928, being Deed No. 8453 for the year 2012(101) Deed of Sale dated 07.10.13, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 21, Pages 2089 to 2106, being Deed No. 9148 for the year 2013(102) Deed of Sale dated 07.10.13, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 21, Pages 2107 to 2124, being Deed No. 9149 for the year 2013(103) Deed of Sale dated 07.10.13, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 21, Pages 2125 to 2142, being Deed No. 9150 for the year 2013(104) Deed of Sale dated 18.09.14, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 23, Pages 2711 to 2726, being Deed No. 9285 for the year 2014(105) Deed of Sale dated 18.09.14, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 23, Pages 2727 to 2742, being Deed No. 9286 for the year 2014(106) Deed of Sale dated 18.09.13, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 18, Pages 7238 to 7252, being Deed No. 9555 for the year 2013(107) Deed of Sale dated 18.09.13, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 18, Pages 7253 to 7270, being Deed No. 9556 for the year 2013(108) Deed of Sale dated 10.05.2012, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 21, Pages 2983 to 3002, being Deed No. 10118 for the year 2012(109) Deed of Sale dated 10.05.2012, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 21, Pages 2960 to 2974, being Deed No. 10119 for the year 2012(110) Deed of Sale dated

10.05.2012, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 21, Pages 3003 to 3021, being Deed No. 10120 for the year 2012(**111**) Deed of Sale dated 10.05.2012, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 21, Pages 3022 to 3036, being Deed No. 10121 for the year 2012(**112**) Deed of Sale dated 10.05.2012, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 21, Pages 3037 to 3050, being Deed No. 10122 for the year 2012(**113**) Deed of Sale dated 10.05.2012, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 21, Pages 3051 to 3065, being Deed No. 10123 for the year 2012(**114**) Deed of Sale dated 10.05.2012, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 21, Pages 3066 to 3085, being Deed No. 10124 for the year 2012(**115**) Deed of Sale dated 10.05.2012, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 21, Pages 3086 to 3109, being Deed No. 10125 for the year 2012(**116**) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 32, Pages 101 to 115, being Deed No. 10166 for the year 2012(**117**) Deed of Sale dated 13.09.2012, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 22, Pages 167 to 183, being Deed No. 10539 for the year 2012(**118**) Deed of Sale dated 10.05.2012, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 22, Pages 184 to 200, being Deed No. 10540 for the year 2012(**119**) Deed of Sale dated 13.09.2012, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 22, Pages 201 to 216, being Deed No. 10541 for the year 2012(**120**) Deed of Sale dated 10.05.2012, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 22, Pages 217 to 236, being Deed No. 10542 for the year 2012(**121**) Deed of Sale dated 10.05.2012, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 22, Pages 2556 to 2574, being Deed No. 10652 for the year 2012(**122**) Deed of Sale dated 01.11.13, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 20, Pages 11306 to 11319, being Deed No. 10792 for the year 2013(**123**) Deed of Sale dated 01.11.13, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 20, Pages 11320 to 11333, being Deed No. 10793 for the year 2013(**124**) Deed of Sale dated 01.11.13, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 20, Pages 11334 to 11347, being Deed No. 10794 for the year 2013(**125**) Deed of Sale dated 22.11.2012, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 22, Pages 9150 to 9165, being Deed No. 10916 for the year 2012(**126**) Deed of Sale dated 02.06.15, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1611-2015, Pages 34855 to 34872, being Deed No. 161105584 for the year 2015(**127**) Deed of Sale dated 02.06.15, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1611-2015, Pages 34873 to 34890, being Deed No. 161105585 for the year 2015(**128**) Deed of Sale dated 31.07.17, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1611-2015, Pages 99433-99457, being Deed No. 161105977 for the year 2017(**129**) Deed of Sale dated 31.07.17, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1611-2015, Pages 99458-99481, being Deed No. 161105978 for the year 2017(**130**) Deed of Sale dated 31.07.17, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1611-2015, Pages 99482-99505, being Deed No. 161105979 for the year 2017(**131**) Deed of Sale dated 31.07.17, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1611-2015, Pages 99506-99530, being Deed No. 161105980 for the year 2017(**132**) Deed of Sale dated 31.07.17, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1611-2015,

Pages 99531-99555, being Deed No. 161105981 for the year 2017(**133**) Deed of Sale dated 31.07.17, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1611-2015, Pages 99556-99580, being Deed No. 161105982 for the year 2017(**134**) Deed of Sale dated 22.05.15, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1611-2015, Pages 42858 to 42882, being Deed No. 161106066 for the year 2015(**135**) Deed of Sale dated 22.05.15, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1611-2015, Pages 42936 to 42960, being Deed No. 161106068 for the year 2015(**136**) Deed of Sale dated 31.07.17, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1611-2015, Pages 105066-105088, being Deed No. 161106296 for the year 2017(**137**) Deed of Sale dated 18.09.15, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1611-2015, Pages 81250 to 81268, being Deed No. 161108227 for the year 2015(**138**) Deed of Sale dated 18.09.15, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1611-2015, Pages 81269 to 81287, being Deed No. 161108228 for the year 2015(**139**) Deed of Sale dated 18.09.15, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1611-2015, Pages 81288 to 81309, being Deed No. 161108229 for the year 2015(**140**) Deed of Sale dated 18.09.15, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1611-2015, Pages 81310 to 81328, being Deed No. 161108230 for the year 2015(**141**) Deed of Sale dated 22.12.15, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 1901-2015, Pages 6343-6367, being Deed No. 190100085 for the year 2016(**142**) Deed of Sale dated 22.12.15, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 1901-2015, Pages 9388-9411, being Deed No. 190100186 for the year 2016(**143**) Deed of Sale dated 19.05.15, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 1901-2015, Pages 3701 to 3725, being Deed No. 190104185 for the year 2015(**144**) Deed of Sale dated 19.05.15, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 1901-2015, Pages 3799 to 3823, being Deed No. 190104186 for the year 2015(**145**) Deed of Sale dated 07.11.17, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 1901-2015, Pages 240153-240175, being Deed No. 190107132 for the year 2017(**146**) Deed of Sale dated 24.11.15, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 1901-2015, Pages 168032-168054, being Deed No. 190109251 for the year 2015(**147**) Deed of Sale dated 24.11.15, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 1901-2015, Pages 168055-168078, being Deed No. 190109252 for the year 2015 (**148**) Deed of Sale dated 22.12.15, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 1901-2015, Pages 196324-196357, being Deed No. 190110134 for the year 2015 (**149**) Deed of Exchange dated 07.05.19, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 1901-2019, Pages 144932-144964, being Deed No. 190102968 for the year 2019 **and** (**150**) Deed of Sale dated 13.08.19, registered in the Office of the ARA-IV, Kolkata, in Book I, Volume No. 1904-2019, Pages 370905-370938, being Deed No. 190408135 for the year 2019. The details pertaining to the title of the Owners to the Larger Property are elucidated in the Title Reports issued by Messieurs Saha & Ray, Advocates, copies whereof have been uploaded on the website of the West Bengal Housing Industry Regulatory Authority (collectively “**Title Report**”) and the devolution of title and ownership details of the Owners to the Larger Property (as mentioned in the Title Report) is annexed and marked as **Annexure “3”** hereto.

- 5.2 **Development Agreement:** For the purposes of developing the Real Estate Project/Project (defined in Clause 5.3 below) on the Project Property (defined in Clause 4.1 above), the Owners and the Promoter have entered into a Second Supplemental Development Agreement dated 2<sup>nd</sup> December, 2019, registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, in Book No. I, Volume No. 1904-2019, Pages 531576-531612, being Deed No. 190410995 for the year 2019 (“**Second Supplemental Development Agreement**”). In terms of the Second Supplemental Development Agreement, the Promoter/Developer has become entitled to sell, transfer, encumber or otherwise alienate or dispose off the bungalows, parking spaces and other saleable spaces in the Said Block/the Project Property/the Larger Property and to appropriate the entire consideration therefor.
- 5.3 **Real Estate Project:** The Larger Property is earmarked for the purpose of building a residential and/or residential cum commercial project *inter-alia* comprising of multi-storied buildings, bungalows, villas, row houses, plots car parking spaces and/or any other permissible developments in the Said Complex and the said project shall be known as Siddha Suburbia ("**Said Complex**"). The development of the Said Complex known as ‘**Siddha Suburbia**’ *inter alia* consisting (**I**) **Block/Building Nos. 1A** (namely Camelia), **1B** (namely Dahlia), **1C** (namely Euphoria), **1E** (namely Florencia), **1F** (namely Gardenia), **1G** (namely Helonia), **1H** (namely Ambrosia) and **1J** (namely Begonia), *inter-alia* comprising of 8 (eight) Ground+ 14 (G+14) storied residential buildings, being constructed on the First Property, (**II**) **Block/Building No.1D**, *inter-alia* comprising of 1 (one) Basement +Ground + 7 (B+G+7) storied building for Multi-level Car Parking (**MLCP**), being constructed on the First Property (**III**) **Block/Building No. 2**, *inter-alia* comprising of 1 (one) Ground + 3 (G+3) storied building for Club, being constructed on the First Property and (**IV**) Rooftop Sky Walk over the 8 (eight) (G+14) storied of the residential blocks/buildings (as mentioned above), being constructed on the First Property, all the aforesaid development/constructions mentioned in (**I**) to (**IV**) above being developed as **Phase I** of the Said Complex/Whole Project (hereinafter called “**Phase I**”) and the said Phase I has been registered as a real estate project before the West Bengal Housing Industry Regulatory Authority at Kolkata under Registration No. HIRA/P/SOU/2018/000119; **and** (**V**) blocks of Residential Bungalows to be constructed on the Project Property (defined in Clause 4.1 above) *inter-alia* consisting of Block Nos. 1 to 7, being developed as **Phase II** of the Said Complex **and** (**VI**) Future Blocks/Buildings/Developments, which may at the sole discretion of the Promoter, *inter-alia* comprising of residential/residential-cum-commercial/commercial multi-storied buildings/blocks, bungalows, villas, row houses, plots, car parking space and/or other permissible developments, to be constructed/developed by the Promoter/Developer on the balance portion of the Larger Property (i.e. the Larger Property after excluding the lands parcels being developed as **Phase I and II** of the Said Complex/Whole Project) (hereinafter collectively called **Future Development**), which shall be developed by the Promoter/Developer at its sole discretion, out of which the blocks of Residential Bungalows to be constructed on the Project Property (as defined in Clause 4.1 above) *inter-alia* consisting of Block Nos. 1 to 7,

are presently being developed as a phase (**Phase II**) of the Whole Project (as defined in Recital I (iii) below) and proposed as a “real estate project” by the Promoter/Developer and is being registered as a ‘real estate project’ (“**the Real Estate Project or Project**”) with the West Bengal Housing Industry Regulatory Authority (“**Authority**”), under the provisions of the Act, Rules and Regulations and other rules, regulations, circulars and rulings issued thereunder from time to time

- 5.4 **Intimation and Sanction of Plans:** The Owners have duly intimated “The Executive Officer, Baruipur Panchayet Samity, Baruipur, South 24 Parganas about commencement of construction of the Project vide its letter dated 25<sup>th</sup> November, 2019. The Promoter/Developer has obtained the layout plan, sanctioned plan, specifications and approvals for the Real Estate Project (including for the Said Bungalow and the Said Block from the competent authority), which has been developed as a phase (**Phase II**) of the Whole Project [defined in Clause 5.12.1.(iii) below].
- 5.5 **Registration under the Act:** The Promoter/Developer has registered the Real Estate Project under the provisions of the Act with the Authority at Kolkata on \_\_\_\_\_ under Registration No. \_\_\_\_\_.
- 5.6 **Announcement of Sale:** The Developer formulated a scheme and announced sale of bungalows to prospective purchasers (**Transferees**).
- 5.7 **Application and Allotment to Buyer:** The Buyer, intending to be a Transferee, upon full satisfaction of the Owners’ title and the Developer’s authority to sell, applied for purchase of the Said Bungalow And Appurtenances and the Developer has allotted the same to the Buyer, who in due course entered into an registered agreement for sale dated \_\_\_\_\_ registered in the office of \_\_\_\_\_, recorded in Book No. I, Volume No. \_\_\_\_\_, at pages \_\_ to \_\_, being Deed No. \_\_\_\_\_, for the year \_\_\_\_ (**Said Agreement**) for purchase of the Said Bungalow And Appurtenances, on the terms and conditions contained therein.
- 5.8 **Construction of Said Bungalow:** The Developer has completed construction of the Said Bungalow.
- 5.9 **Conveyance to Buyer:** In furtherance of the above, the Owners and the Promoter/Developer are completing the Conveyance of the Said Bungalow And Appurtenances in favour of the Buyer, by these presents, on the terms and conditions contained herein.
- 5.10 **Acceptance of Conditions Precedent:** Notwithstanding anything contained in the Said Agreement, the Buyer confirms that the Buyer has accepted and agreed that the following are and shall be the conditions precedent to this Conveyance:
- 5.10.1 **Understanding of Scheme by Buyer:** The undertaking and covenant of the Buyer that the Buyer has understood and accepted the under mentioned scheme of development as disclosed by the Promoter/Developer:
- (i) **Real Estate Project:** Residential Bungalows *inter-alia* consisting of Block Nos. 1 to 7, constitute the Real Estate Project in accordance with the provisions of the Act and Rules. The

Real Estate Project is constructed and developed upon a portion of the Larger Property as shown in **Blue** colour boundary line on the **Plan** annexed and marked as **Annexure “1”** hereto and more particularly described in **Schedule A-2** below.

**(ii) Scheme of Development of Larger Property:** The detailed scheme of development attached as **Annexure “1”** discloses the proposed designated uses of the buildings/structures and the phase/s of development on the Larger Property and is based on the current approved layout for the Project Property and the conceptual layout for the development of the Larger Property. The conceptual layout of the development on the Larger Property could be finally developed by the Promoter/Developer at its sole discretion either in terms of the Plan in **Annexure “1”** or in such other manner as may be possible under the relevant /applicable laws.

**(iii) Whole Project:** The Promoter/Developer is undertaking the development of the Larger Property in a phase-wise manner as mentioned in this Clause B (the phase-wise development of the entirety of the Larger Property as envisaged in the Said Agreement, this Clause 5.10.1 (iii) and as also mentioned/contemplated in the other portions this Conveyance hereinafter referred to as **“the Whole Project”**).

**(iv) Other Residential Component:** Apart from the Real Estate Project, the Promoter/Developer proposes to develop in one or more phases other residential buildings/structures along with its/their common areas, facilities and amenities in the Whole Project and upon the Larger Property (**Other Residential Component**) and the portion of the Larger Property upon which the Other Residential Component shall be developed in such manner as the Promoter/Developer may in its sole discretion deem fit.

**(v) Other Residential Exclusive Amenities:** The Other Residential Component proposed to be developed as part of the Whole Project, may be provided with certain common areas, facilities and amenities (**Other Residential Exclusive Amenities**) and which may exclusively be made available to and usable by such person(s) as the Promoter/Developer may in its sole discretion deem fit including the Buyer of the Other Residential Component and, may not be available to the Buyer or any other Buyer/occupants of bungalows in the Real Estate Project.

**(vi) Non-Residential Component:** Further, the Promoter/Developer proposes to develop in one or more phases non-residential buildings/structures along with the Non-Residential Exclusive Amenities (defined below) upon the Larger Property (**“Non-Residential Component”**) and the portion of the Larger Property upon which the Non-Residential Component shall be developed in such manner as the Promoter/Developer may in its sole discretion deem fit.

**(vii) Non-Residential Exclusive Amenities:** On the Larger Property, the Promoter/Developer also proposes to develop certain common areas, facilities and amenities which may exclusively be made available to and useable by such person(s) as the Promoter/Developer may in its sole discretion deem fit including the allottee/s/occupants of such

non-residential buildings/structures and such common areas, facilities and amenities may not be available for the use by the allottee/s of the Real Estate Project and the Other Residential Component (“**Non-Residential Exclusive Amenities**”).

(vi) **Further Development:** The Promoter/Developer is entitled to amend, modify and/or substitute the proposed future and further development of the Larger Property, in full or in part, subject to the necessary permission/sanction being granted by the HGP and all other concerned authorities.

(vii) **Limited Areas And Facilities:** The Buyer agrees that the Promoter/Developer shall be entitled to provide and designate certain common areas and facilities appurtenant to bungalows in the Real Estate Project as limited and exclusive common areas and facilities, the usage whereof shall be limited and exclusive to the Buyer(s) of such bungalows and to the exclusion of other Buyer(s) in the Real Estate Project (**Limited Areas And Facilities**). The Buyer agrees to use only the Limited Areas And Facilities (if any) specifically identified for the Buyer in the Said Bungalow And Appurtenances and as more particularly described in **Schedule B** hereunder written. The Buyer agrees to not use the Limited Areas And Facilities identified for other buyer(s) nor shall the Buyer has any claim of any nature whatsoever with respect to the Limited Areas And Facilities identified for other Buyer(s) and/or the usage thereof.

(viii) **Common Areas:** The Common Areas in the Real Estate Project that may be usable by the Buyer and other Buyer(s) on a non-exclusive basis are listed in **Schedule C** hereunder written.

(ix) **Whole Project Included Amenities:** The common areas, facilities and amenities in the Whole Project including the Real Estate Project that may be usable by the Buyer and other Buyer(s) in the Whole Project on a non-exclusive basis (**Whole Project Included Amenities**) are listed in **Schedule D** hereunder written. The Buyer agrees and accepts that the Whole Project Included Amenities may be completed/provided only after completion of the Whole Project.

(x) **Maximum FAR:** The Promoter/Developer shall be entitled to utilize the Maximum FAR (Floor Area Ratio) or any part thereof, subject to the necessary permission/sanction being granted by the HGP and all other concerned authorities, and construct additional built-up area – (i) by way of additional bungalows on the Project Property; and/or (ii) additional buildings/structures on any part of the remaining portion of the Larger Property. For the purpose aforesaid, the Promoter/Developer will be entitled from time to time to vary, amend and/or alter the building plans in respect of the Said Block without however, adversely affecting the Said Bungalow agreed to be sold hereunder, and to carry out construction work accordingly. The Buyer hereby irrevocably agrees and give his/her/their/its express consent to the Promoter/Developer for carrying out amendments, alternations, modifications, and/or variations in the building plans of the Said Block for the aforesaid purpose and to put up construction accordingly, so long as the total area of the Said Bungalow and the specifications, amenities, fixtures and fittings

thereof are not reduced. This consent shall be considered to be the Buyer's consent contemplated under the relevant provisions of the Act, Rules and Regulations. The Buyer shall not raise any objection or cause any hindrance in the said development/construction by the Promoter/Developer whether on the grounds of noise or air pollution, inconvenience, annoyance or otherwise or on the ground that light and air and/or ventilation to the Said Bungalow or any other part of the Said Block being affected by such construction. The Buyer hereby agrees to give all facilities and co-operation as the Promoter/Developer may require from time to time, both prior to and after taking possession of the Said Bungalow, so as to enable the Promoter/Developer to complete the development smoothly and in the manner determined by the Promoter/Developer. It is expressly agreed by the Parties that the Promoter/Developer will be entitled to sell and transfer on ownership basis or otherwise and for its own benefit the additional bungalows/structures that may be constructed by the Promoter/Developer as aforesaid.

5.10.2 **Satisfaction of Buyer:** The undertaking of the Buyer to the Owners and the Promoter/Developer that the Buyer is acquainted with, fully aware of and is thoroughly satisfied about the title of the Owners, right and entitlement of the Promoter/Developer in the Project Property, the sanctioned plans, all background papers, the right of the Owners and the Promoter/Developer to grant this Conveyance, the scheme of development described above and the extent of the rights being granted in favour of the Buyer and the negative covenants mentioned above and/or elsewhere in this Conveyance and the Buyer hereby accepts the same and shall not raise any objection with regard thereto.

5.10.3 **Rights Confined to Said Bungalow And Appurtenances:** The undertaking of the Buyer to the Owners and the Promoter/Developer that the right, title and interest of the Buyer is confined only to the Said Bungalow And Appurtenances and the Promoter/Developer is entitled to deal with and dispose off all other portions of the Project Property/Larger Property and the Said Block to third parties at the sole discretion of the Promoter/Developer, which the Buyer hereby accepts and to which the Buyer, under no circumstances, shall be entitled to raise any objection.

## **6. Transfer**

6.1 **Hereby Made:** The Owners and the Developer hereby sell, convey and transfer to and unto the Buyer, absolutely and forever, free from all encumbrances of any and every nature whatsoever, the Said Bungalow And Appurtenances, described in **Schedule B** below, being:

6.1.1 **Said Bungalow:** The Said Bungalow, being the ground plus one storied Residential Bungalow No. \_\_\_\_\_, having carpet area of \_\_\_\_\_ square feet, more or less, with attached balcony measuring \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less and the Said Bungalow with attached balcony collectively having built-up area of \_\_\_\_\_ (\_\_\_\_\_), more or less, **along with** exclusive right to use the Front Yard area admeasuring \_\_\_\_\_ (\_\_\_\_\_) square feet (which includes 1 (one) car parking area measuring \_\_\_\_\_ (\_\_\_\_\_) square feet and Backyard area admeasuring \_\_\_\_\_ (\_\_\_\_\_) square feet, appertaining to the aforesaid Said Bungalow being comprised in Said Block i.e. Bungalow Block No. \_\_\_\_\_, which is part of the Project Property described in **Schedule A-2** below. The layout of the Said Bungalow is delineated in **Green** colour on the **Plan** annexed hereto and marked as **Annexure "2"**;



6.1.2 **Land Share:** The Land Share, being undivided and impartible share in the land underneath the Said Bungalow ;

6.1.3 **Share In Common Areas:** The Share In Common Areas, being the undivided, impartible, proportionate and variable share in the common areas of the Real Estate Project, the said common areas of the Real Estate Project being described in **Schedule C** below.

## 7. Consideration and Payment

7.1 **Consideration:** The aforesaid conveyance of the Said Bungalow And Appurtenances is being made by the Owners and the Promoter/Developer in consideration of a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_), paid by the Buyer to the Owners (through the Promoter/Developer) and the Promoter/Developer, receipt of which the Promoter/Developer hereby and by the Memo and Receipt of Consideration by Owners and Promoter/Developer below, admit and acknowledge.

## 8. Terms of Transfer

8.1 **Title, Sanctioned Plans and Construction:** The Buyer has examined or caused to be examined the following and the Buyer is fully satisfied about the same and shall not be entitled to and covenant not to raise any requisition, query, clarification or objection regarding the same and also further waive the right, if any, to do so:

- (a) The right, title, interest and authority of the Owners and the Promoter/Developer in respect of the Project Property, the Said Block and the Said Bungalow And Appurtenances;
- (b) The sanctioned plans sanctioned by the HGP;
- (c) The construction and completion of the Said Block, the Common Areas, the Said Bungalow and including the quality, specifications, materials, workmanship and structural stability thereof.

8.2 **Measurement:** The Buyer has measured the area of the Said Bungalow and is satisfied regarding the same and agrees and covenants not to ask for any details or question the computation of area or make any claims in respect thereof.

8.3 **Salient Terms:** The transfer of the Said Bungalow And Appurtenances being effected by this Conveyance is:

8.3.1 **Conveyance:** sale within the meaning of the Transfer of Property Act, 1882.

8.3.2 **Absolute:** absolute, irreversible and in perpetuity.

8.3.3 **Free from Encumbrances:** free from all encumbrances of any and every nature whatsoever including but not limited to *lis pendens*, attachments, liens, charges, mortgages, trusts, *debentures*, reversionary rights, residuary rights, claims and statutory prohibitions.

8.3.4 **Benefit of Common Portions:** subject to the terms and conditions of this Conveyance, together with proportionate ownership, benefit of user and enjoyment of the Common Areas described in the **Schedule C** below, in common with the other co-owners of the Said Block,

including the Owners and the Promoter/Developer (if the Owners and/or the Promoter/Developer retain any bungalow in the Said Block).

- 8.4 **Subject to:** The sale of the Said Bungalow And Appurtenances being effected by this Conveyance is subject to:
- 8.4.1 **Payment of Rates & Taxes:** the Buyer regularly and punctually paying costs, expenses, deposits and charges for Municipal Tax, surcharge, levies, cess, etc. (collectively **Rates & Taxes**), as be assessed for the Said Bungalow And Appurtenances.
- 8.4.2 **Payment of Monthly Subscription, User Charge for Said Club:** the Buyer regularly and punctually paying the monthly subscription of the Said Club and user charge for use of facilities at the recreational club, as determined by the Promoter/Developer.
- 8.4.3 **Payment of Maintenance Charge:** the Buyer regularly and punctually paying proportionate share (**Maintenance Charge**) in the common expenses for maintenance and upkeep of the Common Areas, indicatively described in **Schedule F** below (collectively **Common Expenses/Maintenance Charge**). In addition to the aforesaid Common Expenses/Maintenance Charges, the Buyer shall solely be responsible for the upkeep and maintenance of the Front yard (including the parking area), Backyard and the roof of the Said Bungalow and the overhead tank, and shall bear and pay all costs and expenses in connection therewith.
- 8.4.4 **Observance of Covenants:** the Buyer observing, performing and accepting the stipulations, regulations and covenants (collectively **Covenants**), described in the **Schedule E** below.
- 8.4.5 **Indemnification by Buyer:** indemnification by the Buyer about the Buyer faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Buyer hereunder. The Buyer agrees to keep indemnified the Owners and the Promoter/Developer and/or their successors-in-interest, of, from and against any losses, damages, costs, charges and expenses which may be suffered by the Owners and the Promoter/Developer and/or their successors-in-interest by reason of any default of the Buyer.

## 9. Possession

- 9.1 **Delivery of Possession:** *Khas*, vacant, peaceful, satisfactory, acceptable and physical possession of the Said Bungalow And Appurtenances has been handed over by the Promoter/Developer to the Buyer, which the Buyer admits, acknowledges and accepts.

## 10. Outgoings

- 10.1 **Payment of Outgoings:** All municipal taxes on the Said Bungalow And Appurtenances, relating to the period till the date of expiry of the notice of possession of the Said Bungalow And Appurtenances to the Buyer (**Date Of Possession**), whether as yet demanded or not, shall be borne, paid and discharged by the Promoter/Developer and all liabilities, outgoings, charges, taxes and levies relating to the Said Bungalow And Appurtenances from the Date Of Possession shall be borne, paid and discharged by the Buyer.

**11. Holding Possession**

11.1 **Buyer Entitled:** The Owners and the Promoter/Developer hereby covenant that the Buyer shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Bungalow And Appurtenances and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Buyer, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Owners and the Promoter/Developer or any person lawfully or equitably claiming any right or estate therein from, under or in trust from the Owners and the Promoter/Developer.

**12. Further Acts**

12.1 **Owners and Promoter/Developer to do:** The Owners and the Promoter/Developer hereby covenant that the Owners and the Promoter/Developer or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Buyer and/or successors-in-interest of the Buyer, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Buyer to the Said Bungalow And Appurtenances.

12.2 **Promoter/Developerto do:** The Promoter/Developer hereby covenant that the Promoter/Developer or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Buyer and/or successors-in-interest of the Buyer, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Buyer to the Said Bungalow And Appurtenances.

**13. Defect Liability:**

13.1 The Promoter/Developer shall rectify all reasonable construction related defects in the Said Bungalow, if any, brought to the notice of the Promoter/Developer, at its own cost and effort, within five calendar year from the date of completion certificate, issued by the HGP.

13.2 It is clarified that the Promoter/Developer shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Buyer and/or any other buyers in the Real Estate Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Buyer and/or any other buyer/person in the Real Estate Project and/or the Whole Project and/or the Larger Property. The Buyer is/are aware that the Said Block/Building is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Said Block at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's/Developer's obligation to rectify any defect(s) as mentioned in this Clause and the Buyer and/or the association of buyers shall have no claim(s) of whatsoever nature against the Promoter/Developer in this regard.

13.3 It is clarified that the above said responsibility of the Promoter/Developer shall not cover defects, damage, or malfunction resulting from (a) misuse (b) unauthorised modifications or

repairs done by the Buyer or his/her/their/its nominee/agent (c) cases of force majeure (d) failure to maintain the amenities/equipments (e) accident and (f) negligent use.

- 13.4 Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. Provided that where the manufacturer warranty as shown by the Promoter/Developer to the Buyer ends before the defect liability period and such warranties are covered under the maintenance of the said residential complex and if the annual maintenance contracts are not done/renewed by the Buyer, the Promoter/Developer shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Bungalows and the Common Areas wherever applicable. The Buyer has been made aware and the Buyer expressly agrees that the regular wear and tear of the residential complex excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20<sup>0</sup> Centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Buyer it shall be necessary to appoint an expert/surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Bungalow and in the workmanship executed.

#### **14. General**

- 14.1 **Conclusion of Contract:** The Parties have concluded the contract of Conveyance in respect of the Said Bungalow And Appurtenances by this Conveyance after having exhaustively and comprehensively satisfied each other with regard to their respective rights, duties and obligations, statutory as well as contractual. Hence, any claim, under law or equity, shall be barred and shall not be maintainable by the Parties against each other in future.
- 14.2 **Over Riding Effect:** It is clarified that this Conveyance shall supersede and/or shall have over riding effect on the agreement for sale and/or any other documents executed prior to the date of this Conveyance.

#### **15. Interpretation**

- 15.1 **Number:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa.
- 15.2 **Headings:** The headings in this Conveyance are inserted for convenience only and shall be ignored in construing the provisions of this Conveyance.
- 15.3 **Definitions:** Words and phrases have been defined in the Conveyance by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- 15.4 **Documents:** A reference to a document includes an amendment and supplement to, or replacement or novation of that document.

**SCHEDULE ‘A-1’**

**(Larger Property)**

(1) Land measuring 380.1992 (three hundred and eighty point one nine nine two) decimal, more or less, comprised in R.S./L.R. *Dag* Nos. 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 34 and 40 recorded in L.R. *Khatian* Nos. 1836, 1837, 1838, 1839, 1840, 1841, 1841/1, 1852 and 1949, at *Mouza* Khasmallik, J.L. No. 35, Police Station Baruipur, PIN 700144, within the jurisdiction of Hariharpur *Gram Panchayat*, Sub-Registration District Baruipur, District South 24 Parganas and (2) land measuring 957.5395 (nine hundred and fifty seven point five three nine five) decimal, more or less, comprised in R.S./L.R. *Dag* Nos. 15, 16, 28, 29, 30, 31, 32, 33, 34, 35, 36, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 52, 53, 66, 67, 68, 69, 70, 71, 72, 73, 78, 79, 85, 86, 87, 88, 89, 90, 92, 93, 95, 96 & 45/935, recorded in L.R. *Khatian* Nos. 3721, 3722, 3723, 3724, 3725, 3726, 3727, 4149 and 4150, at *Mouza* Hariharpur, J.L. No. 11, Police Station Baruipur, PIN 700144, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas. The total measurement of the Larger Property is 1337.7387 (one thousand three hundred and thirty seven point seven three eight seven) decimal and delineated the **Plan** annexed hereto and marked as **Annexure “1”** and bordered in colour **Red** thereon and butted and bounded as follows:

- On the North** : RS/LR *Dag* No. 20, 19, 18, 17 of *Mouza* Hariharpur –  
**On the East** : RS/LR *Dag* No. 13, 15(P), 47 (P), 48, N.S.C Road, 50(P), 53(P), 54, 55, 56, 65, 69, 91, 61, 94, 96/975, 96/974, 96/973, 96/972, 97 of *Mouza* Hariharpur and RS/LR *Dag* nos. 41, 39 of *Mouza* Khasmallick,  
**On the South** : RS/LR *Dag* No. 37, 36, 35 of *Mouza* Khasmallick  
**On the West** : RS/LR *Dag* No 32, 33, 24, 18(P), 1 of *Mouza* Khasmallick – and RS/LR *Dag* Nos. 84, 40, 38, 37, 23, 27 of *Mouza* Hariharpur –& E.M. Bypass.

**SCHEDULE ‘A-2’**

**(Project Property)**

Land measuring 206.0690 (two hundred and six point zero six nine zero) decimal, more or less, equivalent to 124.8903 (one hundred and twenty four point eight nine zero three) *cottah*, equivalent to 8338.958 (eight thousand three hundred and thirty eight point nine five eight) square meter, more or less, comprised in R.S./L.R. *Dag* Nos. 15, 28, 29, 30, 31, 32, 33, 34, 35, 36, 44, 45/935, 45, 46, 47, 48, 49 and 53 recorded in L.R. *Khatian* Nos. 3721, 3722, 3723, 3724, 3725, 3726, 3727, 4149 and 4150, *Mouza* Hariharpur, J.L. No. 11, Police Station Baruipur, PIN-700144, within the jurisdiction of Hariharpur *Gram Panchayat*, Sub-Registration District Baruipur, District South 24 Parganas and delineated on the **Plan** annexed hereto and bordered in colour **Blue** thereon and marked as **Annexure “1”**.

**SCHEDULE ‘B’**

**(Said Bungalow And Appurtenances)**

- a. **The Said Bungalow**, being the ground plus one storied Residential Bungalow No. \_\_\_\_\_, having carpet area of \_\_\_\_\_ square feet, more or less, with attached balcony measuring \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less and the said bungalow with attached balcony collectively having built-up area of \_\_\_\_\_ (\_\_\_\_\_), more or less, **along with** exclusive right to use the Front Yard area admeasuring \_\_\_\_\_ square feet (which includes 1 (one) car parking area measuring \_\_\_\_\_ square feet) and Backyard area admeasuring \_\_\_\_\_ square feet, appertaining to the aforesaid Said Bungalow being comprised in Said Block i.e. Bungalow Block No. \_\_\_\_\_, which is part of the Project Property described in **Schedule A-2** above. The layout of the Said Bungalow is delineated in **Green** colour on the **Plan** annexed hereto and marked as **Annexure “2”**;
- b. **The Share In Common Areas**, being the undivided, impartible, proportionate and variable share and/or interest in the Common Areas of the Real Estate Project described in **Schedule C** below, as be attributable and appurtenant to the Said Bungalow, subject to the terms and conditions of this Agreement; **and**
- c. The Land Share, being undivided and impartible share in the land underneath the Said Bungalow.

**SCHEDULE ‘C’**

(Common Areas Of the Real Estate Project)

**(Which Are Part Of the Real Estate Project)**

- Water supply pipeline in the Said Block (save those inside any bungalow)
- Wiring, fittings and accessories for lighting of common portions of the Said Block/Building
- Drainage and sewage pipeline in the Said Block (save those inside any Bungalow)
- Intercom Network in the Said Block
- External walls of the Said Block
- Network of Cable TV/DTH in the Said Block, if any

**SCHEDULE ‘D’**

**(Whole Project Included Amenities)**

*(Being description of the common areas, facilities and amenities in the Whole Project that may be usable by the Buyer on a non-exclusive basis along with Buyer(s)/occupants in the Whole Project)*

<b>Sr. No.</b>	<b>Whole Project Included Amenities</b>
1.	Club
2.	Driveways, fire tender paths, walkways and landscaped green areas
3.	Central drainage & sewage pipeline and central water supply pipeline
4.	Sky Walk and all areas/spaces for convenient access to the Sky Walk
5.	All other common areas, facilities and amenities for common use and enjoyment of Said

**SCHEDULE ‘E’**

**(Covenants)**

The Buyer covenants with the Promoter/Developer (which expression includes the body of apartment owners of the Real Estate Project under the West Bengal Apartment Ownership Act, 1972 (“**Association**”), wherever applicable) and admits and accepts that:

- 1. Satisfaction of Buyer:** The Buyer is acquainted with, fully aware of and is thoroughly satisfied about the title of the Owners, right and entitlement of the Promoter/Developer, the sanctioned plans, all the background papers, the right of the Owners and the Promoter/Developer to enter into the Said Agreement, the scheme of development described in the Said Agreement and the extent of the rights being granted in favour of the Buyer and the negative covenants mentioned in the Said Agreement and the Buyer hereby accepts the same and shall not raise any objection with regard thereto.
- 2. Buyer Aware of and Satisfied with Common Areas and Specifications:** The Buyer, upon full satisfaction and with complete knowledge of the Common Areas (described in Schedule C above) and all other ancillary matters, is entering into this Conveyance. The Buyer has examined and is acquainted with the Said Complex and has agreed that the Buyer shall neither have nor shall claim any right over any portion of the the Said Complex and/or the Larger Property and/or the Whole Project **save and except** the Said Bungalow And Appurtenances.
- 3. Facility Manager:** The Promoter/Developer shall hand over management and upkeep of all Common Areas to a professional facility management organization (**Facility Manager**). In this regard, it is clarified that **(1)** the Facility Manager shall operate, manage and render specified day to day services with regard to the common areas of the Said Complex **(2)** the Facility Manager shall levy and collect the common expenses/maintenance charges **(3)** the Buyer shall be bound to pay the common expenses/maintenance charges to the Facility Manager **(4)** the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Buyer and it shall be deemed that the Facility Manager is rendering the services to the Buyer for commercial considerations **(5)** the Facility Manager shall merely be the service provider for rendition of services with regard to the common portions and no superior rights with regard to the

common portions shall vest in the Facility Manager **and(6)** the Facility Manager may be replaced by consent of 80% (eighty percent) or more of the allottees of the Said Complex/Whole Project.

4. **Buyer to Mutate and Pay Rates & Taxes:** The Buyer shall **(1)** pay the HGP Tax, surcharge, levies, cess etc. (collectively “**Rates & Taxes**”)(proportionately for the Said Complex and wholly for the Said Bungalow And Appurtenances and until the Said Bungalow And Appurtenances is separately mutated and assessed in favour of the Buyer, on the basis of the bills to be raised by the/Developer/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Buyer in respect thereof **and (2)** have mutation completed at the earliest. The Buyer further admits and accepts that the Buyer shall not claim any deduction or abatement in the bills of the Promoter/Developer /the Facility Manager or the Association (upon formation)/the Apex Body (upon formation).
5. **Buyer to Pay Common Expenses/Maintenance Charges:** The Buyer shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Promoter/Developer /the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Buyer in respect thereof. The Buyer further admits and accepts that **(1)** the Buyer shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges and **(2)** the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Promoter/Developer /the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).
6. **Buyer to Pay Interest for Delay and/or Default:** The Buyer shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Promoter/Developer /Developer the Facility Manager/the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Buyer shall pay interest @ 2% (two percent) per month or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment, to the Promoter/Developer/the Facility Manager/the Association (upon formation), as the case may be. The Buyer also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Buyer and the Buyer shall be disallowed from using the Common Areas Of the Real Estate Project/Whole Project Included Amenities.
7. **Promoter’s/Developer’s Charge/Lien:** The Promoter/Developer shall have first charge and/or lien over the Said Bungalow And Appurtenances for all amounts due and payable by the Buyer to the Promoter/Developer **provided however** if the Said Bungalow And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Promoter/Developer shall stand extinguished on the financial institution clearing all dues of the Promoter/Developer.
8. **No Obstruction by Buyer to Further Construction:** Subject to compliance with Section 14 of the Act, the Promoter/Developer shall be entitled to make other constructions on the Said Complex and/or Whole Project and the Buyer shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Buyer due to and arising out of the said construction/developmental activity. The Buyer also admits and accepts that the



Promoter/Developer and/or employees and/or agents and/or contractors of the Promoter/Developer shall be entitled to use and utilize the Common Areas for movement of building materials and for other purposes and the Buyer shall not raise any objection in any manner whatsoever with regard thereto.

9. **No Rights of or Obstruction by Buyer:** All open areas in the Project Property proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Conveyance and the Promoter/Developer shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.

10. **Variable Share In Common Portions:** The Buyer fully comprehends and accepts that (1) the Share In Common Areas is a notional proportion that the Said Bungalow bears to the currently proposed area of the Said Block/Real Estate Project (2) if the area of the Said Block/ Real Estate Project is recomputed by the Promoter/Developer, then the Share In Common Areas shall vary accordingly and proportionately and the Buyer shall not question any variation (including diminution) therein (3) the Buyer shall not demand any refund of the Total Price paid by the Buyer on the ground of or by reason of any variation of the Share In Common Areas and (4) the Share In Common Areas are not divisible and partible and the Buyer shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter/Developer, in its absolute discretion.

11. **Buyer to Participate in Formation of Association and Apex Body:** The Buyer admits and accepts that the Buyer and other intending allottees/buyers/owners of bungalows/apartments/other developments comprised in the Said Complex shall form the Association and the Buyer shall become a member thereof. Further, the Association shall be bound to form a common maintenance body with all similar associations of all bungalow/building/s in the Other Residential Component/Non-Residential Component for supervision of maintenance of the facilities common for occupants of the Said Complex (“**Apex Body**”). The Buyer shall bear and pay the proportionate expenses of the Association and the Apex Body (including but not limited to the association formation expenses) and shall acquire and hold membership with voting rights and in this regard the Buyer shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association and the Apex Body, the Facility Manager shall look after the maintenance of the Common Areas. Each bungalow owner will be entitled to cast a vote irrespective of his/her/its size of Bungalow. The Buyer further admits and accepts that the Buyer shall ensure and not object to the Association joining the Apex Body or in case of a single association being formed for the entirety of the Said Complex, joining such association without raising any objection.

12. **Obligations of Buyer:** The Buyer shall:

(a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Block, the Real Estate Project, the Whole Project and the Said Complex by the Promoter/Developer /the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).

- (b) **Observing Rules:** observe the rules framed from time to time by the Promoter/Developer /the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the beneficial common enjoyment of the Said Block, the Real Estate Project, the Whole Project and the Said Complex.
- (c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Bungalow And Appurtenances and the Common Areas from the possession date.
- (d) **Meter and Cabling:** be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Bungalow only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter/Developer or to the other bungalow owners. The main electric meter shall be installed only at the common meter space in the Said Complex. The Buyer shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Block, the Project Property, and outside walls of the Said Block **save** in the manner indicated by the Promoter/Developer /the Facility Manager/the Association (upon formation). The Promoter/Developer shall endeavor to provide T.V. cable line or DTH connection with cabling but set top boxes shall have to be purchased by the Buyer.
- (e) **Residential Use:** use the Said Bungalow for residential purpose only. Under no circumstances shall the Buyer uses or allows the Said Bungalow to be used for commercial, industrial or other non-residential purposes. The Promoter/Developer shall also not use or allow the Said Bungalow to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- (f) **No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Bungalow and the Said Block and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Bungalow. In the event the Buyer makes any alterations/changes, the Buyer shall compensate the Promoter/Developer /the Association (upon formation) (as the case may be) as estimated by the Promoter/Developer/the Association (upon formation) for restoring it to its original state.
- (g) **No Structural Alteration and Prohibited Installations:** The Buyer shall not install any dish-antenna on the balcony and/or windows of the Said Block/Said Bungalow and/or on any external part of the Said Block and/or the roof thereof. The Buyer shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. The Buyer shall install pipelines and ledge only at such places, as be specified and prescribed by the Promoter. Grills may only be installed by the Buyer on the inner side of the doors and windows of the Said Bungalow. The Buyer shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Promoter, it being clearly understood by the Buyer that no out-door units of split air-conditioners will be installed on the external walls of the Said Bungalow/Said Block and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Buyer shall install the out-door unit of the same either inside the Buyer's own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place. The Buyer shall also not install any collapsible gate on the main door/entrance of the Said Bungalow. The Buyer accepts that the aforesaid covenants regarding grills, air-conditioners,

collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Complex, which is beneficial to all. Furthermore and save and except as permitted by the Promoter/Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) in writing, not alter, modify or in any manner change the structure or any civil construction in the Said Bungalow And Appurtenances or the Common Areas or the Said Block. Further, the Buyer shall not make any additional construction to cover the balcony of the Said Bungalow.

- (h) **No Sub-Division:** not sub-divide the Said Bungalow And Appurtenances and the Common Areas, under any circumstances.
- (i) **No Changing Name:** not change/alter/modify the names of the Said Block and the Said Complex from that mentioned in this Conveyance.
- (j) **Trade Mark Restriction:** not to use the name/mark **Siddha** in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever **save and except** for the purpose of address of the Said Bungalow and if the Buyer does so, the Buyer shall be liable to pay damages to the Promoter/Developer and shall further be liable for prosecution for use of the mark **Siddha**.
- (k) **No Nuisance and Disturbance:** not use the Said Bungalow or the Common Areas, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Project/Said Block and/or the neighbouring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.
- (l) **No Storage:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.
- (m) **No Obstruction to Promoter/Developer /Facility Manager/Association/ Apex Body:** not obstruct the Promoter/Developer /the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) in their acts relating to the Common Areas and not obstruct the Promoter/Developer in constructing on other portions of the Said Block and/or the Said Complex/Whole Project/Project Property and selling or granting rights to any person on any part of the Said Block /Said Complex/Whole Project/Project Property (excepting the Said Bungalow ).
- (n) **No Obstruction of Common Areas:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Bungalow.
- (o) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Promoter/Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the use of the Common Areas.
- (p) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas **save** at the places indicated therefor.

- (q) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Bungalow or the Common Areas.
  - (r) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Bungalow.
  - (s) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Areas or outside walls of the Said Bungalow /Said Block /Said Complex **save** at the place or places provided therefor **provided that** this shall not prevent the Buyer from displaying a standardized name plate outside the main door of the Bungalow.
  - (t) **No Floor Damage:** not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment **save** usual home appliances.
  - (u) **No Installing Generator:** not install or keep or run any generator in the Said Bungalow.
  - (v) **No Use of Machinery:** not install or operate any machinery or equipment except home appliances.
  - (w) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Bungalow.
  - (x) **No Damage to Common Areas:** not damage the Common Areas in any manner and if such damage is caused by the Buyer and/or family members, invitees or servants of the Buyer, the Buyer shall compensate for the same.
  - (y) **No Hanging Clothes:** not hang or cause to be hung clothes from the exterior portions of the Said Bungalow.
  - (z) **Fire Safety and Air Conditioning Equipment:** not object to any fire safe equipment including fire sprinklers and Air Conditioning equipment being installed inside the Said Bungalow and/or the Common Areas, as per statutory requirements. The Buyer hereby understands and accepts that as per the present statutory requirements/fire norms, the fire extinguisher pipe line/fire sprinklers cannot be concealed within any wall and/or ceiling of the Said Bungalow and consequently all fire extinguisher pipe line/fire sprinklers installed in the Said Bungalow shall always remain exposed and the Buyer shall not raise any objection in any manner whatsoever with regard thereto and further the Buyer hereby confirms that the Buyer shall not violate any terms of the statutory requirements/fire norms.
- 12.1 **Notification Regarding Letting/Transfer:** If the Buyer lets out or sells the Said Bungalow And Appurtenances, the Buyer shall immediately notify and obtain no objection certificate (NOC) as to no-dues of maintenances charges from the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) of the tenant's/allottees address and telephone number.
- 12.2 **No Objection to Construction:** Notwithstanding anything contained in this Conveyance, the Buyer has accepted the scheme of the Promoter/Developer to construct/develop the Said Complex/Whole Project in phases and to construct on other portions of the Larger

Property/proposed adjoining land and hence the Buyer has no objection to the continuance of construction in the other portions of the Larger Property/ the proposed adjoining land/the Said Complex, even after the date of possession notice. The Buyer shall not raise any objection to any inconvenience that may be suffered by the Buyer due to and arising out of the said construction/developmental activity.

- 12.3 **No Right in Other Areas:** Save and except as expressly mentioned in this Conveyance, the Buyer shall not have any right in the other portions of the Larger Property/the proposed adjoining land/the Said Complex and the Buyer shall not raise any dispute or make any claim with regard to the Promoter/Developer either constructing or not constructing on the said other portions of the Larger Property/the proposed adjoining land/the Said Complex.
- 12.4 **Hoardings:** The Promoter/Developer shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter/Developer is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter/Developer may in its sole discretion deem fit on the Larger Property and on the façade, terrace, compound wall or other part of the buildings as may be developed from time to time. The Promoter/Developer shall also be entitled to place, select, and decide hoarding/board sites
13. **Said Club:**
- 13.1 The Promoter/Developer has decided to provide several amenities and facilities in a social and recreational club within the Said Complex (**Said Club**), intended for use and enjoyment of all buyers of the Whole Project. It is clarified that the decision of the Promoter/Developer as to what amenities and facilities shall be included in the Said Club shall be final and binding on the AllotBuyertee.
- 13.2 **Membership Obligation of Buyer:** Membership of the Said Club being compulsory for all allottees/buyers of the Whole Project, the Buyer (which expression, in the context of the Said Club, means only 1 (one) person if the number of allottee/s/buyer/s under this Conveyance is more than 1 (one), as be nominated *inter se* among the allottee/s/buyer/s) agrees to become a member of the Said Club, on the preliminary terms and conditions recorded in this Conveyance. The Buyer understands and accepts that (1) detailed terms and conditions of membership and rules and regulations governing use of the Said Club and its facilities will be formulated by the Club Manager (defined below) in due course and circulated to members before the Said Club is made operational (2) all members (including the Buyer) will be required to abide by these terms and conditions and rules and regulations **and** (3) the acceptance by the Buyer of the club scheme shall be a condition precedent to completion of sale of the Said Bungalow And Appurtenances in terms of this Conveyance.
- 13.3 **Membership Scheme of Said Club:** The Buyer understands and accepts that (1) membership of the Said Club shall be open only to the allottees/buyers of the Whole Project/Said Complex (2) each bungalow/apartment is entitled to 1 (one) membership, irrespective of the number of owners of such bungalow (3) the membership is open only to individuals (i.e. no corporate membership) and if the Buyer is a body corporate, it will be required to nominate 1 (one) occupier of the Said Bungalow, who, for all purposes, shall be treated as the member of the Said Club (4) the Said Club can be used by the member and

his/her immediate family i.e. spouse and dependent children below 21 (twenty one) years subject to a maximum of 4 (four) dependents (5) members may, subject to the reservation of rights of admission and club rules, bring in guests on payment of guest fees (6) in the event of sale/transfer of the Said Bungalow, the membership will stand terminated and the transferee shall be granted a new membership at the then applicable terms and as per the rules and regulations of the Said Club then in force **and** (7) if an Buyer lets out his/her bungalow, he/she may request a temporary suspension of his/her usage right of the Said Club and permission for usage of the Said Club by the tenant under his/her membership; if such permission is granted, the tenant may use the Said Club only during the tenure of the tenancy subject to payment of all charges as would have been payable by the Buyer.

- 13.4 **Facilities of Said Club:** Notwithstanding anything contained in this Conveyance, the Buyer understands and accepts that the Promoter/Developer shall have the sole rights and discretions in planning the details and facilities of the Said Club (including the absolute right to modify/alter the present sanction plans pertaining to the Said Club) and the same may also be varied at the sole discretion of the Promoter/Developer.
- 13.5 **Commencement of Operation of Said Club:** The Promoter/Developer reasonably expects that the Said Club shall be made operational after the entirety of **Phase I** of the Said Complex is completed and made ready. The Buyer understands and accepts that the Completion Date of the Said Bungalow has no connection and correlation with the Said Club becoming operational and the Buyer shall not raise any claim or objection in this regard.
- 13.6 **Club Manager:** The Buyer understands and accepts that the Said Club (at the sole discretion of the Promoter/Developer) shall be managed and operated professionally through a club operation and management agency (**Club Manager**), to be exclusively engaged by the Promoter/Developer, at its sole discretion. Notwithstanding formation of the Association and the Apex Body, the Club Manager shall at all times continue to look after the maintenance and running of the Said Club. The Buyer further understands and accepts that the Club Manager can only be changed and/or replaced at the sole discretion of the Promoter/Developer and the buyers of the Said Complex shall have no right to replace the Club Manager.
- 13.7 **Membership Fee, Security Deposit and Monthly Subscription:** The Buyer understands and accepts that (1) the Buyer does not have to pay any membership fee for membership of the Said Club as the Total Price includes the membership fee but future transferees of the Buyer may have to pay separate amounts towards membership fee (2) the Buyer may have to pay a one-time interest free security deposit for use of credit facilities at the Said Club and (3) the Buyer will have to pay a fixed monthly subscription for membership of the Said Club, irrespective of whether the Buyer resides at the Said Bungalow, which shall be determined at the time of opening of the Said Club, at the sole discretion of the Promoter/Developer and this shall be in addition to the Common Expenses/Maintenance Charges.
- 13.8 **User Charge:** The Buyer understands and accepts that (1) some facilities of the Said Club will be available for use free of charge by members while other facilities will be on a pay by use basis **and** (2) the rate, schedule etc. will be determined at the time of the opening of the Said Club, at the sole discretion of the Club Manager.

**SCHEDULE 'F'**  
**(Common Expenses)**

1. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Block and the Said Complex and the road network, STP etc.
3. **Association:** Establishment and all other capital and operational expenses of the Association of Buyer.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas [including the exterior or interior (but not inside any bungalows) walls of the Said Block] and the road network, STP etc.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas, including elevators, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas and the road network.
7. **Rates and Taxes:** Municipal Tax, surcharge, Water Tax and other levies in respect of the Said Block and the Said Complex **save** those separately assessed on the Buyer.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.
9. **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipments and personnel, if any.

**16. Execution and Delivery**

16.1 **In Witness Whereof** the Parties have executed and delivered this Conveyance on the date mentioned above.

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**Authorized Signatory  
[Owners]**

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**Authorized Signatory  
[Promoter/Developer]**

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**Authorized Signatory  
[Buyer]**

**Drafted by:**

Advocate,  
**High Court, Calcutta**

**Witnesses:**

Signature\_\_\_\_\_ Signature\_\_\_\_\_

Name\_\_\_\_\_ Name\_\_\_\_\_

Father's Name \_\_\_\_\_ Father's Name \_\_\_\_\_

Address\_\_\_\_\_ Address\_\_\_\_\_

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**Receipt of Consideration**

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

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**Authorized Signatory**  
**[Promoter/Developer]**

**Witnesses:**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_