

## CONVEYANCE

1. **Date:**
2. **Nature of document:** Deed of Conveyance
3. **Parties:**
  - 3.1 **Vendor: Ideal Real Estates Private Limited**, a company within the meaning of the Companies Act, 2013 having its registered office at 50, Jawaharlal Nehru Road, Police Station Shakespeare Sarani, Kolkata-700071 (PAN represented by its authorized signatory \_\_\_\_\_, son of \_\_\_\_\_, by faith Hindu, by nationality Indian, by \_\_\_\_\_

occupation Service, working for gain at 50, Jawaharlal Nehru Road, Police Station Shakespeare Sarani, Kolkata – 700071 (PAN \_\_\_\_\_) of the **One Part, and**

3.2 **Purchaser:** (1) \_\_\_\_\_, son of \_\_\_\_\_, having PAN \_\_\_\_\_, by faith \_\_\_\_\_, by nationality \_\_\_\_\_, by occupation \_\_\_\_\_, (2) \_\_\_\_\_, son of \_\_\_\_\_ having PAN \_\_\_\_\_ by faith \_\_\_\_\_, by nationality \_\_\_\_\_, by occupation \_\_\_\_\_, and (3) \_\_\_\_\_, son of \_\_\_\_\_, having PAN \_\_\_\_\_, by faith \_\_\_\_\_, by nationality \_\_\_\_\_, by occupation \_\_\_\_\_, all residing at \_\_\_\_\_, Police Station \_\_\_\_\_, Kolkata 700 \_\_\_ of the **OTHER PART**.

3.3 The term “Vendor” shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest and assigns.

3.4 The term “**Purchaser**” shall mean and include:

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

#### 4. **Definitions:**

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

4.1 **AGREED CONSIDERATION** shall mean the consideration mentioned in **Schedule F** that has been paid by the Purchaser to the Vendor for purchase of the said Apartment Unit;

4.2 **AGREEMENT** shall mean the Agreement for Sale dated \_\_\_\_\_ relating to the said Apartment Unit between the Parties hereto.

- 4.3 **APARTMENT** shall mean any residential apartment with servant quarter appurtenant thereto as also Exclusive Open Terrace Garden Area, if any appurtenant thereto or any other covered space in the Buildings which is capable of being exclusively owned, used and/or enjoyed;
- 4.4 **APARTMENT OWNERS** shall, according to its context, mean all purchasers and/or intending purchasers of different Apartments in the Buildings including the Vendor in respect of such Apartments as are not alienated and/or not agreed to be alienated for the time being by the Vendor;
- 4.5 **APARTMENT UNIT** shall mean any apartment and/or other covered space in the Buildings which is capable of being exclusively owned, used and enjoyed by any Apartment Owner, the right, if any, to park car in a Parking Space, the undivided impartible variable proportionate share or interest in the Common Areas with right to use and enjoy the same in common and wherever the context so intends or permits, shall include the Undivided Share attributable to such Apartment;
- 4.6 **ARCHITECTS** shall mean Architect Sanon Sen & Associates Private Limited of 5, Russel Street, Kolkata 700 071 who have been appointed as the architects for Buildings by the Vendor;
- 4.7 **ASSOCIATION** shall mean the Association, Syndicate, Committee, Body, Society or Company which would comprise the representatives of all the owners/buyers of Apartment Units and which shall be formed or incorporated at the instance of the Vendor for the Common Purposes with such rules and regulations as shall be framed by the Vendor;
- 4.8 **BUILDINGS** shall mean the 5 (five) Buildings named Block-A, Block-B, Block-C, Block-D and Block-E consisting of basement floors, ground floor and twenty one upper floors and other structures that have been constructed on the Premises by the Vendor in terms of the Plans as also the other constructions and structures that may be constructed on the Premises by the Vendor from time to time;
- 4.9 **BUILT-UP AREA** in relation to an Apartment shall mean the plinth area of that Apartment (including the area of balconies and servants quarter, if any, appurtenant thereto) and also the thickness of the walls (external and internal), the columns and pillars therein;
- 4.10 **CARPET AREA** shall have the meaning as ascribed to it under the West Bengal Housing Industry Regulation Act, 2017;
- 4.11 **COMMON AREAS** shall mean the common areas, facilities and installations in the Buildings and the Premises which are mentioned in **Schedule C** hereto;
- 4.12 **COMMON EXPENSES** shall include all expenses for the management, maintenance and upkeep of the Buildings, the Common Areas therein and the Premises and the expenses for Common Purposes as mentioned in **Part-IV of Schedule E** hereto;
- 4.13 **COMMON PARKING SPACES** shall mean \_\_\_\_\_;

- 4.14 **COMMON PURPOSES** shall include the purpose of maintaining and managing the Premises, the Buildings and in particular the Common Areas, rendition of services in common to the Apartment Owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Apartment Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments exclusively and the Common Areas in common;
- 4.15 **CORPORATION** shall mean the Kolkata Municipal Corporation and its different departments and officers and shall also include other concerned authorities that may recommend, approve, sanction, modify, extend and/or revise the Plans;
- 4.16 **DATE OF POSSESSION** shall mean the date on which the Purchaser was handed over possession of the said Apartment;
- 4.17 **DATE OF COMMENCEMENT OF LIABILITIES** shall mean the date after expiry of the 15th day from the date of the Possession Notice;
- 4.18 **EXCLUSIVE OPEN TERRACE GARDEN AREAS** shall mean the open terrace areas on certain floors of the Buildings each of which shall be attached and appurtenant only to a specified Apartment and shall be owned and be exclusively used by the occupants of such Apartment for the purpose of garden only;
- 4.19 **MAINTENANCE AGENCY** shall mean the Vendor itself or any agency appointed by the Vendor for maintenance and shall mean the Association after it is handed over the maintenance of the Buildings;
- 4.20 **MAINTENANCE CHARGES** shall mean the proportionate amount of Common Expenses payable monthly by the Purchaser to the Maintenance Agency;
- 4.21 **MAINTENANCE DEPOSIT** shall mean interest free Deposit as security for payment of Common Expenses/Maintenance Charges, which shall be handed over to the Association, upon formation;
- 4.22 **PARKING SPACES** shall mean the spaces in the two basement floors and the ground floor of the Buildings as also in the open space surrounding or adjacent to the Buildings that have been earmarked by the Vendor for parking cars;
- 4.23 **PLAN/PLANS** shall mean the plans of the Buildings which have been sanctioned and approved by the Kolkata Municipal Corporation and shall also, wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architects including variations/modifications/alterations therein that may be made by the Vendor, if any, as well as all revisions, renewals and extensions, if any;
- 4.24 **PREMISES** shall mean the said Land measuring about 11 bighas 9 cottahs 10 chittacks and 42 square feet more or less being Municipal Premises No. 21, Pramatha Chowdhury Sarani (after amalgamation of Municipal Premises No. 21A, Pramatha Chowdhury Sarani with Municipal Premises No. 21, Pramatha Chowdhury Sarani), Police Station New Alipore, Kolkata – 700 053,

within Ward No. 81 of the Kolkata Municipal Corporation, Sub-Registration District Alipore, District South 24 Parganas and morefully described in **Schedule B** hereto and shall also include, wherever the context permits, the Buildings and the Common Areas;

- 4.25 **PROJECT** shall mean the work of development of the Premises, construction and completion of the Buildings, marketing and sale of the Apartments and other rights, handing over of possession of the completed Apartments to the Apartment Owners and execution and registration of the Deeds of Conveyance in favour of the Apartment Owners;
- 4.26 **PROPORTIONATE** with all its cognate variations shall mean such ratio as the Carpet Area of any Apartment or Apartments be in relation to the Carpet Area of all the Apartments in the Buildings;
- 4.27 **SAID APARTMENT** shall mean the Apartment together with servant quarter appurtenant thereto as also Exclusive Open Terrace Garden Area, if any appurtenant thereto and described in **Part-I of Schedule G** hereto;
- 4.28 **SAID APARTMENT UNIT** shall mean the said Apartment, the said Parking Space, (if any), the proportionate variable undivided indivisible and impartible share or interest in the Common Areas with right to use and enjoy the same in common, and wherever the context so intends or permits shall include the said Undivided Share;
- 4.29 **SAID EXCLUSIVE OPEN TERRACE GARDEN AREA** shall mean the Exclusive Open Terrace Garden Area, if so mentioned in **Part-I of Schedule G** hereto;
- 4.30 **SAID LAND** shall mean the land measuring about 11 bighas 9 cottahs 10 chittacks and 42 square feet more or less comprised in the Premises;
- 4.31 **SAID PARKING SPACE** shall mean the right to park car(s), if any, described in **Part-II of Schedule G** hereto;
- 4.32 **SAID UNDIVIDED SHARE** shall mean the proportionate variable undivided indivisible and impartible share or interest in the land comprised in the Premises which is attributable to the said Apartment;
- 4.33 **SUPER BUILT-UP AREA** of the said Apartment Unit shall be applicable for the purpose of calculation of the liabilities of the Purchaser including for municipal taxes, maintenance charges, deposits, etc. and it shall be calculated in the manner that the Built-up Area of the said Apartment is less than the Super Built-up Area of the said Apartment by twenty seven per cent;
- 4.34 **UNDIVIDED SHARE** in relation to an Apartment shall mean the proportionate variable undivided indivisible and impartible share or interest in the land comprised in the Premises which is attributable to the Apartment concerned;
- 4.35 **MASCULINE GENDER** used in this Deed of Conveyance shall include the feminine and neuter gender and vice versa and **SINGULAR NUMBER** shall include the plural and vice versa.

**5. Subject Matter of Sale:**

Sale on ownership basis of the said Apartment Unit (described in **Schedule-G**) at Premises No. 21, Pramatha Chowdhury Sarani, Kolkata 700 053, described in **Schedule-B (Premises)** subject to the mutual easements and restrictions mentioned in this Deed including in **Schedule-D** hereto and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in **Clause 7.1, Clause 7.3** and **Schedule-E**.

**6. Background:**

- 6.1 The devolution of title in respect of the Premises in favour of the Vendor is mentioned in **Schedule A (Devolution of Title)**.
- 6.2 The Vendor has got the Plans sanctioned by the Corporation and has constructed and completed the Buildings at the Premises and pursuant to the same Completion Certificate dated \_\_\_\_\_ has been issued by the Corporation. The Vendor has registered the Project under the West Bengal Housing Industry Regulation Act, 2017 ("**Act**") with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under Registration No. \_\_\_\_\_.
- 6.3 By and under the Agreement, the Vendor agreed to sell, convey and transfer and the Purchaser agreed to purchase the said Apartment Unit on the terms and conditions contained therein.
- 6.4 The Purchaser has independently examined and/or caused to be examined and made himself fully aware of and has thoroughly satisfied himself about, inter alia, the right, title and interest of the Vendor to the Premises, the Plans sanctioned by the Corporation and the necessary approvals and permissions and the construction of the Buildings, the Common Areas and the said Apartment including regarding the quality, specifications, quality of materials used, structural stability, workmanship, Carpet Area, Built-up Area and Super Built-up Areas of the said Apartment and ratio between built-up and super built-up areas and is purchasing the said Apartment Unit pursuant to the Agreement between the Vendor and the Purchaser and has taken possession of the said Apartment Unit. Prior to execution of this Deed, the Purchaser has made payment of the Agreed Consideration and the Additional Liabilities mentioned in the Agreement. The Purchaser undertakes and covenants not to raise henceforth any objection or make any requisition regarding any of the above matter/issues and also waives his right, if any, to do so. The Purchaser declares and confirms that the construction of the Buildings including the said Apartment Unit and the Common Areas is complete in all respects to the satisfaction of the Purchaser and that the delay, if any, in completion has been and/or is deemed to be condoned and that the Vendor has complied with all its obligations and that the Purchaser has no complaint or claim whatsoever against the Vendor on any account whatsoever and the Purchaser also waives his right, if any, in this regard.

**7. Now this Indenture witnesses:**

- 7.1 **Transfer & Conditions of Transfer:** The transfer made by this Deed shall be in the manner mentioned below and be subject to the terms and conditions mentioned below.

- 7.1.1 In consideration of the Purchaser having paid the Agreed Consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as mentioned in **Schedule-F**, the Vendor doth hereby sell, convey and/or transfer to the Purchaser the following:
- (a) The Apartment together with Servant Quarter as also Exclusive Open Terrace Garden Area, if any, described in **Part-I** of the **Schedule G** (said Apartment);
  - (b) Right to park car(s) in the said Parking Space, if any, described in **Part-II** of **Schedule G** hereto (said Parking Space);
  - (c) Proportionate, variable, undivided and impartible share in the Common Areas described in **Schedule C** hereto with right to use and enjoy the same in common subject to the rights and entitlements of common ownership, use and enjoyment of the Apartment Owners and/or occupiers of the other portions of the Buildings in respect of the same; and
  - (d) Said Undivided Share.
- 7.1.2 The term '**the said Apartment Unit**' wherever used in this Deed shall include all the properties and rights mentioned in Clause 7.1.1 hereinbefore which are being hereby sold and/or granted unless contrary to the context and it is expressly made clear that the same constitute one residential unit.
- 7.1.3 Notwithstanding anything to the contrary, it is expressly made clear that none of the following is intended to be or shall be transferred in favour of the Purchaser and the Purchaser shall have no right title or interest whatsoever in respect thereof:
- a) Open and covered spaces in the Buildings and the Premises not included in the Common Areas mentioned in the **Schedule-C** hereto;
  - b) Other Apartments, Apartment Units, Servant Quarters and Parking Spaces in the Buildings and/or the Premises;
  - c) Exclusive Open Terrace Garden Areas attached and/or appurtenant to other Apartments; and
  - d) Right of further construction on any part of the land comprised in the Premises or raising of any additional floor/storey/construction over the roofs of the Buildings.
- 7.1.4 The said Exclusive Open Terrace Garden Area, if mentioned in **Part-I** of **Schedule G** hereto, shall have exclusive access from and be attached and appurtenant only to the said Apartment and shall be exclusively owned and used by the Purchaser for the purpose of private terrace garden only. The Purchaser shall not be entitled to use the same for any other purpose or to make any construction thereon. The Purchaser shall however be entitled to beautify and landscape the same including installing water fountains. The said Exclusive Open Terrace Garden Area shall form an integral part of the said Apartment Unit and shall be transferrable only as a part of the same and not

independently or in any other manner.

- 7.1.5 The Purchaser confirms that he is purchasing the said Apartment Unit with full knowledge that he has no right, title, interest, claim or entitlement whatsoever in respect of Exclusive Open Terrace Garden Areas attached and/or appurtenant to other Apartments which shall be exclusively owned and used by the respective Apartment Owners and occupants thereof and the Purchaser hereby irrevocably consents to the same.
- 7.1.6 In respect of the Apartment Units, Exclusive Open Terrace Garden Areas, other spaces, properties and rights which are not being transferred to the Purchaser as aforesaid, the Vendor shall be entitled to use, utilize, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by the Vendor in its absolute discretion, without any reference to the Purchaser. The Purchaser hereby agrees to, accepts and consents to all of the above and irrevocably agrees, undertakes and covenants not to raise any claim or objection for any reason or create or cause to be created for any reason, directly or indirectly, any obstruction, hindrance, impediment, interference or objection whatsoever in any manner relating to or concerning any of the same and/or the exercise of the aforesaid rights and entitlements by the Vendor. The Purchaser irrevocably and unconditionally agrees and undertakes not to have or be entitled to nor to claim any right, title or interest in the other Apartment Units at the Premises (including the Exclusive Open Terrace Garden Areas comprised therein) and/or the properties and rights which are not being transferred to the Purchaser as aforesaid and also hereby disclaims, relinquishes releases and/or waives in favour of the Vendor and/or the other Apartment Owners, as the case may be, all right, title, interest, entitlement or claim that the Purchaser may be entitled to, both in law or in equity, into or upon the other parts and portions of the Buildings and the Premises excepting those which are being expressly transferred in favour of the Purchaser by this Deed of Conveyance in respect of the said Apartment Unit.
- 7.1.7 The proportionate share of the Purchaser in respect of any matter referred to under this Deed shall be such as may be determined by the Vendor and the Purchaser agrees and undertakes to accept the same notwithstanding there being variations.
- 7.1.8 The right of the Purchaser regarding the Undivided Share shall be variable depending on further / additional vertical and/or horizontal or other constructions, if any, made by the Vendor from time to time and the Purchaser hereby irrevocably consents to the same. Any such variation shall not affect the Agreed Consideration and the Purchaser undertakes and covenants not to raise under any circumstance any claim in any manner relating to or concerning the same and waives his right, if any.
- 7.1.9 The Vendor shall be entitled at all times to install, display and maintain its name and/or logo on the roofs of the Buildings and/or other areas in the Buildings and/or the Premises by putting up hoardings, display signs, neon-signs, lighted displays etc. without being required to pay any charges for the same and no one including the Apartment Owners and the Association shall be entitled to object or to hinder the same in any manner whatsoever. For this



purpose, the Vendor shall however make payment of the electricity consumed regarding the above on actuals.

- 7.1.10 The Vendor may permit and/or grant rights to outside/third parties against payment of consideration/charges to the Vendor for setting up communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas and other communications and satellite systems on the Common Areas of the Buildings and no one including the Apartment Owners and the Association shall be entitled to object to or hinder the same in any manner whatsoever. If any refundable Deposit is received from such outside/third parties, then the same shall be made over by the Vendor to the Association at the time of handing over of maintenance. Further, the recurring monthly consideration/charges, if any, shall be receivable by the Association after handing over of maintenance by the Vendor.
- 7.1.11 The Purchaser shall occupy, use, enjoy and possess the said Apartment Unit in the manner not inconsistent with his rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other Apartment Owners and/or the Vendor.
- 7.1.12 Besides the additions and alterations permissible under the Act and/or the Rules framed thereunder, the Purchaser has irrevocably consented and/or hereby irrevocably consents that the Vendor shall be entitled to all future vertical and horizontal exploitation of the Buildings and/or the Premises by way of additional/further construction in the Premises including by raising of any additional floor/storey/construction over the roofs of the Buildings and shall at its absolute discretion be entitled to make from time to time additions or alterations to or in the Buildings and/or the Common Areas and shall be entitled to deal with and dispose of all of the above in any manner whatsoever and for such purpose the Vendor is entitled to shift any part of the Common Areas (including common installations like lift machine room and the water tank) to the ultimate roofs and also to make available the Common Areas and all utility connections and facilities to the additional/further constructions and the same is and shall be deemed to be the previous written consent under the Act. The Purchaser shall not have any right whatsoever in the additional/further constructions and covenants not to raise any objection, hindrance or claim in respect of any the above and/or in respect of any temporary inconvenience that may be suffered by the Purchaser because of the same. The Purchaser also admits and accepts that the Vendor and/or employees and/or agents and/or contractors of the Vendor shall be entitled to use and utilize the Common Areas for movement of building materials and for other purposes and the Purchaser shall not raise any objection in any manner whatsoever with regard thereto. If any act or omission of the Purchaser results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or any portion thereof including further constructions, additions and/or alterations from time to time and/or in the transfer, sale or disposal of any Apartment or portion of the Project, then in that event the Purchaser shall also be liable to pay to the Vendor compensation and/or damages that may be quantified by the Vendor. The Vendor shall, if required, obtain necessary permission / sanction from the concerned authorities regarding the above or get the same regularized/approved on the basis that the Vendor has an irrevocable sole right in respect of the same and the Purchaser has irrevocably consented and/or hereby irrevocably consents to

the same.

- 7.1.13 Notwithstanding anything to the contrary contained elsewhere it is hereby made clear that any area not included in the Common Areas that remains unsold shall belong exclusively to the Vendor and the Vendor shall be entitled to deal with and dispose of the same in any manner it deems fit and appropriate the consideration for the same.
- 7.1.14 Non-enforcement of any right by the Vendor or any indulgence granted by the Vendor to the Purchaser or any other Apartment Owner shall not amount to any waiver of any of the rights of the Vendor.
- 7.1.15 If at any time there be imposition of or enhancement of any tax, duty, levy, cess, surcharge or fee (including Goods & Service Tax) under any statute or regulation on the Premises, the Buildings and/or the said Apartment Unit or on the construction or transfer of the said Apartment Unit or any portion thereof in accordance with law (whether payable to the concerned authority by the Vendor or the Purchaser) the same shall be borne and paid by the Purchaser, wholly in respect of the said Apartment Unit and proportionately in respect of the Premises, the Buildings and the Common Areas, without raising any objection thereto. The Vendor shall not be liable for the same or any portion thereof under any circumstances whatsoever. The Purchaser shall make such payment within 7 (seven) days of demand being made by the Vendor and/or the concerned authority. It is expressly agreed that the same shall be the liability of the Purchaser and the Vendor shall be entitled to recover the same from the Purchaser.
- 7.1.16 The Purchaser shall be entitled To Have And To Hold the said Apartment Unit hereby granted, sold, conveyed, transferred, assigned, assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser absolutely and forever in the manner not inconsistent with his rights hereunder subject to the Purchaser not committing any breach, default or violation and subject to the Purchaser not creating any hindrance relating to any of the rights and/or entitlements of any other Apartment Owners and/or the Vendor.
- 7.1.17 The sale of the said Apartment Unit is free from all encumbrances created by the Vendor but together with and subject to the mutual easements and restrictions mentioned in this Deed including in **Schedule-D** and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in **Clause 7.1**, **Clause 7.3** and **Schedule-E**, which shall be covenants running with the said Apartment Unit in perpetuity.

## 7.2 **Covenants of the Vendor:**

- 7.2.1 The Vendor hereby covenants with the Purchaser that it:
- (a) has received the Agreed Consideration mentioned in **Schedule-F** and acknowledges the receipt thereof in the Memo of Consideration hereunder;

- (b) has the right to sell, transfer and convey the said Apartment Unit to the Purchaser;
- (c) shall keep the Purchaser well and sufficiently saved, harmless and indemnified of from and against all manner of encumbrances in respect of the said Apartment Unit created by the Vendor;
- (d) shall, at the costs and reasonable requests of the Purchaser, do all acts and execute all necessary documents as may be reasonably required for more perfectly assuring the said Apartment Unit unto and in favour of the Purchaser.

7.2.2 The Vendor hereby further covenants with the Purchaser that the Purchaser shall, subject to observing, performing and complying with the mutual easements and restrictions mentioned in this Deed including in **Schedule-D** and with the terms, conditions, restrictions, stipulations, obligations and covenants contained in this Deed including in **Clause 7.1, Clause 7.3** and **Schedule E**, peaceably own, hold and enjoy the said Apartment Unit.

### 7.3 Covenants of the Purchaser:

7.3.1 The Purchaser agrees, undertakes and covenants :

- (a) to perform, observe and comply with all the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in **Schedule-E (Purchaser's Covenants)** as also elsewhere in this Deed including in particular **Clause 7.1 and Clause 7.3**;
- (b) to pay wholly in respect of the said Apartment Unit and proportionately in respect of the Premises and the Buildings, Common Expenses, Maintenance Charges, electricity charges and all levies, duties, charges, surcharges, rates, taxes and outgoings including but not limited to, municipal tax, service tax, sales tax, GST, Works Contract Tax, betterment and/or development charges and any other tax, duty, levy or charge from the Date of Possession or from the Date of Commencement of Liabilities, whichever is earlier as also all enhancements and/or new impositions that may be and/or become payable at any time relating to the construction, transfer, ownership or maintenance of the said Apartment Unit and/or relating to the Agreement and/or this Deed of Conveyance without raising any objection thereto within 15 (fifteen) days of demand being made and the Vendor shall not be liable for the same under any circumstance;
- (c) to regularly and punctually pay and contribute all costs and expenses for the utilities and facilities provided and/or obtained in the said Apartment Unit and ensure that those to the other Apartment Units are not adversely affected by any acts or defaults of the Purchaser;
- (d) not for any reason, directly or indirectly, make or cause any obstruction, interruption, hindrance, impediment, interference or objection in any manner relating to or concerning the completion of the Buildings and/or the transfer, sale or disposal of any apartment or portion of the Buildings and/or any right therein, notwithstanding there being temporary inconvenience in the use and enjoyment of the said

Apartment Unit by the Purchaser. In default, the Purchaser shall be responsible and liable for all losses and damages which the Vendor may suffer or be liable for in this regard;

- (e) not raise any objection or make any claim against the Vendor regarding the title of the Vendor to the Premises, the Plans, the construction and/or the completion of the Buildings and/or the said Apartment Unit including regarding the quality, specifications, materials being used, structural stability, workmanship or regarding the already verified calculation of Carpet Area, Built-up Area and/or the mutually agreed ratio between built-up and super built-up areas of the said Apartment Unit and/or regarding any of the matters/items mentioned in **Clause 6.4** hereinbefore and hereby waives the right, if any, regarding the above;
- (f) not question the quantum or apportionment of the Common Expenses mentioned in **Part-IV of Schedule-E (Common Expenses)** or any other matter or the basis thereof as may be decided by the Vendor;
- (g) not object and/or cause any hindrance, objection or disturbance to the user of the Common Areas (mentioned in **Schedule-C**) by the Vendor/transferees/ tenants of constructed spaces comprised in the Buildings as has been and/or may be specifically permitted to them in writing by the Vendor;
- (h) not claim any right over and/or in respect of any open land at the Premises or in any open or covered areas of the Buildings and the Premises which is not meant to be a common area or portion as per the Vendor or in any Parking Spaces (whether covered or open) other than that mentioned in **Part II of Schedule G**;
- (i) not claim any right over and/or in respect of the roofs of the Buildings save and except the right of common use and enjoyment;
- (j) not raise any objection or claim against the Vendor or create any hindrance or obstruction in relation to the rights and entitlements of the Vendor including under Clauses 7.1.6, 7.1.7, 7.1.8, 7.1.9, 7.1.10, 7.1.12 and 7.1.13;
- (k) not object to the use of the Common Areas (mentioned in **Schedule C**) by the other Apartment Owners;
- (l) not object to the Vendor, its agents and/or assigns having the exclusive right at all times to install or set up and/or permit and/or grant rights to outside/third parties against payment of consideration/charges to the Vendor for installing and/or setting up communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas and other communications and satellite systems within the Premises or on the roofs of the Buildings and no one including the Apartment Owners (including the Purchaser) and the Association shall be entitled to object or to hinder the same in any manner whatsoever;

- (m) not to hinder, obstruct or object to the Vendor erecting, installing, displaying and maintaining and/or to permitting and/or granting rights to outside/third parties to erect, install, display and maintain hoardings, display-signs, neon-signs, lighted displays etc. on the roofs of the Buildings and/or other areas in the Buildings and/or the Premises against payment of consideration/charges to the Vendor. Any revenue that may be earned, whether one-time or recurring, from such hoardings, display-signs, neon-signs, lighted displays etc. shall accrue to the Vendor exclusively and the Purchaser or the Association shall have not any claim regarding the same. For this purpose, the Vendor shall however make payment of the electricity consumed regarding the above on actuals;
- (n) get at his own costs the said Apartment Unit mutated in his name and/or separately assessed by the Corporation within 6 (six) months from the Date of Possession;
- (o) pay all amounts that are payable by the Purchaser under the Agreement and/or this Deed of Conveyance and/or which are the liability of the Purchaser under the Agreement and/or this Deed of Conveyance even if the same are demanded and/or become payable subsequent to the execution of this Deed of Conveyance;
- (p) pay all future betterment/development charges etc. relating to the said Apartment Unit and/or the Premises;
- (q) pay the sales tax, VAT, service tax, works contract tax, GST, betterment fee, development charges and any other tax, duty levy or charge that may be imposed or charged regarding the said Apartment Unit, the Buildings, the said Property and/or the Project within (15) fifteen days of demand without raising any objection whatsoever regarding the same; and
- (r) pay the stamp duty and registration fee and all other taxes, levies and other allied expenses on all papers and documents that may be required to be executed and/or registered in pursuance hereof and/or relating to the said Apartment Unit and any additional/deficit stamp duty, additional/deficit registration fee, penalty, interest or any other levy, if any, that may be imposed in this regard at any time within (15) fifteen days of demand without raising any objection whatsoever regarding the same.

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

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

7.4.1 The Completion Certificate has been issued by the Corporation and the Vendor has on or before the execution of this Deed handed over to the Purchaser, physical possession of the said Apartment Unit. The Purchaser

has taken possession of the said Apartment after inspection and fully satisfying himself in all respects with the Plans sanctioned by the Corporation, construction of the Building, the Common Areas and the said Apartment (including the quality and specifications thereof, the carpet area, built up area and the super built up area of the said Apartment, the workmanship, specifications, quality of materials used and the structural stability of the Buildings) and confirms that he has no claim of whatsoever nature against the Vendor on any account whatsoever. The Purchaser agrees, undertakes and covenants not to make any claim or raise any dispute whatsoever against the Vendor under any circumstances whatsoever.

- 7.4.2 The Purchaser is entitled to use and occupy the said Apartment Unit for residential purpose and for no other purpose.
- 7.4.3 On and from the Date of Possession the Purchaser is responsible for the internal security of the said Apartment Unit and all articles, things, property and belongings within the same and to protect the same from any theft, loss, damage or destruction and to protect against any bodily injury or casualty to any person on account of any cause whatsoever. The Vendor shall not have any responsibility or liability whatsoever in this regard.

**Schedule-A**  
**(“Devolution of Title”)**

- A. Purchase by Hindusthan Co-operative Insurance Society Limited:** By a Deed of Conveyance dated 5<sup>th</sup> March, 1942, registered at the office of the Sub-Registrar, Alipore, Sadar, in Book No. I, Volume No. 30, Pages 129 to 136, Being No. 708 for the year 1942, the Commissioners for the Port of Calcutta sold, conveyed and transferred to Hindusthan Co-operative Insurance Society Limited All That the piece or parcel of revenue free land containing about 578 bighas 9 cottahs 5 chittacks and 14 square feet more or less situate, lying at and being a portion of Port Commissioner’s surplus land in Mouza Shahpur and Chetla, Thana Alipore, Registration Office Alipore, District 24 Parganas, within the municipal limits of the town of Calcutta.
- B. Purchase by Hindusthan Development Corporation Limited:** Out of the aforesaid land purchased by it as aforesaid, Hindusthan Co-operative Insurance Society Limited, by an Indenture dated 23<sup>rd</sup> December, 1947, registered at the office of the District Registrar, Alipore, in Book No. I, Volume No. 60, Pages 296 to 300, Being No. 3892 for the year 1947, sold, conveyed and transferred to Hindusthan Development Corporation Limited All That the piece or parcel of revenue free land containing about 10 bighas 14 cottahs 14 chittacks and 42 square feet more or less situate, lying at and being a portion of Port Commissioner’s surplus land in Mouza Shahpur and Chetla, Thana Alipore, Registration Office Alipore, District 24 Parganas, within the municipal limits of the town of Calcutta.
- C. Deed of Rectification:** By a Deed of Rectification dated 21<sup>st</sup> October, 1952, registered at the office of the Sub-Registrar, Alipore, Sadar, in Book No. I, Volume No. 106, Pages 238 to 240, Being No. 6811 for the year 1952,

Hindusthan Co-operative Insurance Society Limited rectified certain errors in the said Indenture dated 23<sup>rd</sup> December, 1947.

- D. Setting Up of Factory:** Hindustan Development Corporation Limited erected buildings, godowns, sheds, residential quarters and allied structures, plant and machinery for running a *vanaspati* factory at the said land measuring about 10 bighas 14 cottahs 14 chittacks and 42 square feet which was numbered as premises no. 1, Station Road, New Alipore, Calcutta – 700053 and such factory came to be known as Rasoi Vanaspati Factory (“**said Factory**”).
- E. Transfer to Doyapore Tea Company Limited:** By an Indenture of Conveyance dated 31<sup>st</sup> October, 1972, registered at the office of the Registrar of Assurances, Calcutta, in Book No. I, Volume No. 194, Pages 279 to 294, Being No. 5657 for the year 1972, Hindusthan Development Corporation Limited sold, conveyed and transferred the said land measuring about 10 bighas 14 cottahs 14 chittacks and 42 square feet with all constructions thereon alongwith the said Factory, to Doyapore Tea Company Limited.
- F. Change of Name of Doyapore Tea Company Limited:** The name of Doyapore Tea Company Limited was changed to Rasoi Vanaspati & Industries Limited and Fresh Certificate of Incorporation Consequent on Change of Name dated 5<sup>th</sup> October, 1974 was issued by the Registrar of Companies, West Bengal.
- G. Deed of Rectification by Hindusthan Development Corporation Limited:** By a Deed of Rectification dated 29<sup>th</sup> May, 1975, registered in the office of the Registrar of Assurances, Calcutta, in Book No. I, Volume No. 92, Pages 220 to 224, Being No. 3131 for the year 1975, Hindusthan Development Corporation Limited and Rasoi Vanaspati & Industries Limited rectified certain errors in the said Indenture of Conveyance dated 31<sup>st</sup> October, 1972.
- H. Purchase of another land by Rasoi Vanaspati & Industries Limited:** By an Indenture dated 15<sup>th</sup> February, 1980, registered at the office of the Registrar of Assurances, Calcutta in Book No. I, Volume No. 196, Pages 1 to 10, Being No. 2347 for the year 1980, the Life Insurance Corporation of India (LIC) sold, conveyed and transferred to Rasoi Vanaspati & Industries Limited All That piece or parcel of revenue free land measuring about 14 cottahs and 12 chittacks more or less and being a portion of premises no. 23A, Diamond Harbour Road, Police Station New Alipore, Registration District Alipore, District South 24 Parganas within the municipal limits of the Corporation of Calcutta.
- I. Extension of said Factory:** Rasoi Vanaspati & Industries Limited extended the said Factory to the aforesaid land measuring about 14 cottahs and 12 chittacks which was adjacent to it and erected buildings, godowns, sheds and allied structures thereat.
- J. Change of Name of Rasoi Vanaspati & Industries Limited:** The name of Rasoi Vanaspati & Industries Limited was changed to Rasoi Limited and Fresh Certificate of Incorporation Consequent on Change of Name dated 1<sup>st</sup> January, 1982 was issued by the Registrar of Companies, West Bengal.

- K. Removal of factory:** The said Factory belonging to Rasoi Limited was shifted from the above land and the relevant departments of the Government of West Bengal duly recorded that the above land no longer constituted a factory and that there was no objection to sale /development of the same.
- L. Sale of the First Premises by Rasoi Limited to Vendor:** By a Deed of Conveyance dated 1<sup>st</sup> September, 2009, registered at the office of the Additional District Sub-Registrar, Alipore, in Book No. I, Volume No. 25, Pages 3387 to 3402, Being No. 05730 for the year 2009, Rasoi Limited sold, conveyed and transferred to the Vendor herein, free from all encumbrances All That the land measuring about 10 bighas 14 cottahs 14 chittacks and 42 square feet, more or less, along with several buildings, godowns, sheds, residential quarters and allied structures, situate, lying at and being Municipal Premises No. 21, Pramatha Chowdhury Sarani (previously known as 1 and thereafter as 1A, Station Road), Police Station New Alipore, Kolkata – 700 053, within Ward No. 81 of the Kolkata Municipal Corporation, Sub-Registration District Alipore, District South 24 Parganas (“**First Premises**”).
- M. Mutation of First Premises in name of the Vendor:** The Vendor got its name mutated in the records of the KMC as the owner of the First Premises.
- N. Absolute Ownership of the Vendor in First Premises:** In the abovementioned circumstances, the Vendor became the absolute lawful owner of the First Premises free from all encumbrances.
- O. Sale of the Second Premises by Rasoi Limited to Vendor:** By a Deed of Conveyance dated 1<sup>st</sup> September, 2009, registered in the office of the Additional District Sub-Registrar, Alipore in Book No. I, Volume No. 25, Pages 3372 to 3386, Being No. 05729 for the year 2009, Rasoi Limited sold, conveyed and transferred to the Vendor herein free from all encumbrances All That the land measuring about 14 cottahs and 12 chittacks, more or less, along with several buildings, godowns, sheds and allied structures situate, lying at and being Municipal Premises No. 21A, Pramatha Chowdhury Sarani (previously known as portion of 23A, Diamond Harbour Road), Police Station New Alipore, Kolkata- 700 053, within Ward No. 81 of the Kolkata Municipal Corporation, Sub-Registration District Alipore, District South 24 Parganas (“**Second Premises**”).
- P. Mutation of Second Premises in name of the Vendor:** The Vendor got its name mutated in the records of the KMC as the owner of the Second Premises.
- Q. Absolute Ownership of the Vendor in Second Premises:** In the abovementioned circumstances, the Vendor became the absolute lawful owner of the Second Premises free from all encumbrances.
- R. Amalgamation of First Premises and Second Premises:** The Vendor has got the First Premises and the Second Premises amalgamated into one single premises numbered as Municipal Premises No. 21, Pramatha Chowdhury Sarani, Police Station New Alipore, Kolkata – 700 053, within Ward No. 81 of the Kolkata Municipal Corporation, Sub-Registration District Alipore, District South 24 Parganas containing land measuring about 11 bighas 9 cottahs 10 chittacks and 42 square feet more or less (“**Premises**”).



- S. Title of the Vendor to Premises:** In the abovementioned circumstances, the Vendor has acquired right, title and interest to the Premises, free from all encumbrances.

**Schedule-B  
("Premises")**

**ALL THAT** the land measuring about 11 bighas 9 cottahs 10 chittacks and 42 square feet more or less together with constructions thereon, being Municipal Premises No. 21, Pramatha Chowdhury Sarani (after amalgamation of Municipal Premises No. 21A, Pramatha Chowdhury Sarani with Municipal Premises No. 21, Pramatha Chowdhury Sarani), Police Station New Alipore, Kolkata – 700 053, within Ward No. 81 of the Kolkata Municipal Corporation, Sub-Registration District Alipore, District South 24 Parganas (delineated on **Plan-A** annexed hereto and bordered in colour **Red** thereon) and butted and bounded as under:

- On the North by : By railway tracks;  
 On the East by : Partly by Chetla Road and partly by Municipal Pumping Station;  
 On the West by : By land and residential quarters of railways; and  
 On the South by : By Pramatha Chowdhury Sarani (previously Station Road)

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

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

- A. Common Areas and installations in respect whereof only right of user in common shall be granted regarding the Block in which the said Apartment is situate ("said Block"):**

- (a) Covered paths and passages, lobbies, staircases and landings of the Block.
- (b) Stair head room, caretaker room and electric meter room of the said Block.
- (c) Lift machine room, chute and lift well of the said Block.
- (d) Common installations on the roof above the top floor of the said Block.
- (e) Common staff toilet in the ground floor of the said Block.
- (f) **Ultimate/Top roof above the top floor of the said Block.**
- (g) Overhead water tank, water pipes, sewerage pipes of the said Block (save those inside any Apartment).
- (h) Drains, sewerage pits and pipes within the said Block (save those inside any Apartment) or attributable thereto.
- (i) Electrical Installations including wiring and accessories (save those inside any Apartment) for receiving electricity from Electricity Supply Agency to all the Apartments in the said Block and common areas within or attributable to the said Block.
- (j) Wiring and accessories for providing stand by power to all the Apartments and common areas within or attributable to the said Block.
- (k) Lift and lift machinery of the said Block.

- (l) Fire fighting equipment and accessories in the said Block **as required under law.**
- (m) Other areas and installations and/or equipments as may be provided by the Vendor in the said Block for common use and enjoyment.

**B. Common Areas and installations in respect whereof only right of user in common shall be granted regarding the Premises:**

- (a) Open and/or covered paths and passages inside the Premises.
- (b) Boundary wall around the periphery of the Premises and gates for ingress and egress to and from the Premises.
- (c) Space for Banquet hall and Banquet Lawn.
- (d) Well-equipped indoor gymnasium.
- (e) Landscaped garden and children's play area.
- (f) Space for Indoor Games room.
- (g) Space for visitors' car park.
- (h) Centralized water supply system for supply of water in common to all Buildings in the Premises.
- (i) Main sewer, drainage and sewerage pits and evacuation pipes for all the Buildings in the Premises.
- (j) Pumps and motors for water system for all Buildings and Common Areas.
- (k) Wiring and accessories for lighting of Common Areas of the Premises.
- (l) Lights arrangement at the entrance gate and passages within the Premises.
- (m) Electrical installations relating to meters, transformer and sub-station for receiving electricity from the Electricity Supply Agency.
- (n) Intercom facility in each Apartment connected to the main gate.
- (o) Common Power Generator for providing stand-by power for common light(s), lift(s), pump(s) and other common services.
- (p) Common fire fighting equipment,
- (q) Indoor Badminton Court
- (r) Pool Room
- (s) Table Tennis room
- (t) Carom Room
- (u) Fountain
- (v) Jogging Track
- (w) Swimming Pool and Pool Deck
- (x) Roof above the top floor of the Buildings.

It is expressly made clear that the Exclusive Open Terrace Garden Areas attached and/or appurtenant to the Apartments shall not form part of the Common Areas under any circumstances.

**Schedule - D**  
**("Easements & Restrictions")**

The Purchaser and/or the other owners of the other Apartment Units in the Premises from time to time including the Vendor shall be entitled to and also bound by the following easements and/or conditions:

1. The right of ingress to and egress from their respective Apartments over the common paths, passages, lobbies and lifts mentioned in **Schedule-C**.

2. The right of passage of wires, cables, pipes and drains and other equipment and of utilities including connections for water, electricity, telephone, cable-TV and all other utilities to and through each and every portion of the Premises including all the Apartments therein.
3. The right of support, shelter and protection of each portion of the Buildings by the other portions thereof.
4. Such rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part or parcel of Apartments in the Buildings or necessary for the exclusive use or enjoyment thereof by the Apartment Owners in common with each other subject however to the terms, conditions and covenants mentioned in this Deed including in particular in **Schedule-E**.
5. The right of the Vendor/Association/Maintenance Agency/Apartment Owners, with or without workmen, and necessary materials to enter into all parts of the Premises, including all the Apartments therein for repairs at day time upon giving 48 (forty-eight) hours prior notice to the persons affected thereby provided however that no prior notice or timing shall be required in emergent circumstances.
6. The said Apartment Unit shall not be partitioned by metes and bounds and shall not be sold or transferred in parts by the Purchaser.
7. The Purchaser shall not:
  - 7.1 make any change or alteration affecting the structural strength of the beams, columns, walls etc. and/or structural stability of the Buildings and/or any internal addition, alteration and/or modification in or about the said Apartment save in accordance with the Building Regulations and the Rules of the Maintenance Agency/Association including those mentioned in clause 3 in **Part-II of Schedule-E** and without affecting the structural stability in any manner and only after obtaining necessary permissions for the same;
  - 7.2 claim any right of preemption or otherwise regarding any of the other Apartment Units or any portion of the Buildings and/or the Premises;
  - 7.3 make any claim of any nature whatsoever with regard to the Premises besides the said Apartment Unit sold and transferred hereby and the common enjoyment of the Common Areas; and/or
  - 7.4 make any claim of any nature whatsoever against any person who has been granted any right by the Vendor in respect of the Premises not affecting the rights hereby granted to the Purchaser nor against the Vendor with regard thereto nor shall in any manner obstruct such user and/or enjoyment.

**Schedule-E**  
**(“Purchaser’s Covenants”)**

**Part I**  
**(“Specific Covenants”)**

1. The Purchaser agrees undertakes and covenants to:

- a) comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency from time to time;
- b) permit the Maintenance Agency and its men agents and workmen to enter into the said Apartment for the Common Purposes or the Project with prior reasonable notice except in case of emergency/urgency;
- c) deposit the amounts for various purposes as required by the Vendor and/or the Maintenance Agency;
- d) use and occupy the said Apartment only for the purpose of residence and shall not be entitled to and shall not kill, slaughter or otherwise harm or injure animals, livestock or birds etc. within the Buildings and/or the Premises or on any portion thereof;
- e) use the Common Areas without causing any hindrance or obstruction to other Apartment Owners and occupants of the Buildings;
- f) keep the said Apartment and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Apartment in the Buildings and/or in the Premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Apartments and parts of the Buildings;
- g) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Apartment or the Common Areas for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise and also not to make any form of alteration to the external façade of the Buildings;
- h) maintain and/or remain responsible for the structural stability of the said Apartment and not to do anything which has the effect of affecting the structural stability of the Buildings and in case any deviation, breach, violation or default of this sub-clause the Purchaser undertakes to pay to the Vendor agreed compensation and/or agreed liquidated damages at the rate of Rs. 500/- per square feet of the super built up area of the said Apartment Unit together with applicable Goods and Service Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Vendor;
- i) use and enjoy the Common Areas only to the extent required for ingress to and egress from the said Apartment of men, materials and utilities;
- j) sign and deliver to the Vendor all papers applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Apartment from the Electricity Supply Agency in the name of the Purchaser and until the same be obtained, the Vendor shall provide or cause to be provided reasonable quantum of electricity from its own sources and install at the cost of the Purchaser an electric sub-meter in or for the said Apartment and the Purchaser shall pay all charges for electricity shown by such sub-meter as consumed in or

relating to the said Apartment;

- k) be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Vendor or to other Apartment Owners. The main electric meter shall be installed only at the common meter space. The Purchaser shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Buildings, the Premises and outside walls of the Buildings save in the manner indicated by the Vendor/Maintenance Agency (upon formation);
- l) bear and pay the Common Expenses and all other costs, expenses and outgoings in respect of the Premises proportionately and the said Apartment Unit wholly and the same shall initially be payable to the Maintenance Agency;
- m) pay Corporation and all other rates taxes levies duties charges and impositions outgoings and expenses in respect of the Buildings and the Premises proportionately and the said Apartment Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Apartment Unit until the same is assessed separately by the Corporation;
- n) pay for other utilities consumed in or relating to the said Apartment Unit;
- o) allow the other Apartment Owners the right to easements and/or quasi-easements;
- p) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Corporation Taxes and other taxes and payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier;
- q) to make payment of applicable Goods and Service Tax that may be payable in respect of all amounts to be paid by the Purchaser to the Vendor, the Maintenance Agency and/or Association in terms of the Agreement and/or this Deed as also to pay all other taxes payable by the Purchaser in terms of the Agreement and/or this Deed;
- r) observe and comply with such other covenants as be deemed reasonable by the Vendor for the Common Purposes; and
- s) pay a sum of Rs. 2,500/- (Rupees two thousand five hundred) only as damages to the Vendor due to dishonour of cheque for any reason together with applicable Goods and Service Tax.

2. The Purchaser agrees and covenants:

- a) not to damage, demolish or cause to be damaged or demolished the said Apartment or any part thereof;
- b) not to do anything that may affect the structural strength of the beams, columns, partition walls or any portion of the Buildings and not to make

changes of a permanent nature except with the prior approval in writing of the Maintenance Agency and with the sanction of the authorities concerned and in case any deviation, breach, violation or default of this sub-clause the Purchaser undertakes to pay to the Vendor agreed compensation and/or agreed liquidated damages at the rate of Rs. 500/- per square feet of the super built up area of the said Apartment Unit together with applicable Goods and Service Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Vendor;

- c) not to put any name plate or letter box or neon-sign or board in the Common Areas or on the outside wall of the Buildings save at the place as be approved or provided by the Vendor Provided However That nothing contained herein shall prevent the Purchaser to put a decent nameplate on the outface of the main door of the said Apartment;
- d) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Apartment or any portion thereof and not to change the design of balcony railings, window grills, and/or change the outer elevation of the said Apartment or the Buildings under any circumstances and in case any deviation, breach, violation or default of this sub-clause the Purchaser undertakes to pay to the Vendor agreed compensation and/or agreed liquidated damages at the rate of Rs. 200/- per square feet of the super built up area of the said Apartment Unit together with applicable Goods and Service Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Vendor;
- e) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Apartment or any part of the Buildings or the Premises or may cause any increase in the premium payable in respect thereof;
- f) not to make or permit or play any disturbing noises or loud sounds or music in the Premises or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers of the Buildings and/or disturb them;
- g) not to use the lifts in case of fire and also not to use the lifts for the purpose of carriage or transportation of any goods, furniture, heavy articles, etc;
- h) not to install or use any shades, awnings, window guards or ventilators excepting such as shall have been approved by the Maintenance Agency/Association;
- i) not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation;
- j) not to decorate the exterior of the Buildings otherwise than in the manner agreed by the Vendor in writing or in the manner as near as

may be in which it was previously decorated and in case any deviation, breach, violation or default of this sub-clause the Purchaser undertakes to pay to the Vendor agreed compensation and/or agreed liquidated damages at the rate of Rs. 200/- per square feet of the super built up area of the said Apartment Unit together with applicable Goods and Service Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Vendor;

- k) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other common areas or installations of the Buildings and the Premises and to deposit the same in such place only in the Premises and at such time and in such manner as the Maintenance Agency may direct;
- l) not to store or allow any one to store any goods articles or things in or around the staircase, lobby, landings or other common areas or installations of the Buildings;
- m) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Apartments in the Buildings;
- n) not to claim any right over and/or in respect of any terrace or roof (other than the use of the Common Roof Area only) of the Buildings or any open land at the Premises or in any other open or covered areas of the Buildings and the Premises not meant to be a common area or portion;
- o) not to make or cause, directly or indirectly, any obstruction, interruption, hindrance, impediment, interference or objection in any manner and/or for any reason whatsoever, relating to or concerning the construction or completion or sale of the Buildings and/or the Apartments therein by the Vendor at any time, notwithstanding there being temporary inconvenience in the use and enjoyment of the said Apartment Unit by the Purchaser and to be responsible and liable for all losses and damages which the Vendor may suffer in this regard due to any default by the Purchaser;
- p) not to object, obstruct or create any hindrance to the Vendor making any development or further development or additional vertical/horizontal or other constructions subsequently and/or granting similar rights to the owners and occupiers thereof in respect of the Common Areas;
- q) not to object to or hinder further/additional vertical or other constructions or to the resultant variation in the said Undivided Share and the Purchaser shall not object to the changes and/or inconvenience caused due to the construction being made by the Vendor from time to time even after the Date of Possession;
- r) not to object, obstruct or create any hindrance to the use of the Common Areas by the owners and occupiers of all Apartment Units and/or other spaces in the Project as also the further/additional vertical/horizontal or other constructions;

- s) not to shift or obstruct any windows or lights in the said Apartment or the Buildings;
- t) not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Apartment without the prior consent in writing of the Vendor and/or the Association;
- u) not cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment;
- v) not to block or occupy or encroach upon or obstruct or keep any article or goods in any pathways, passages, corridors, stairways, entrances or lobby or any of the Common Areas in any manner whatsoever;
- w) not hang or cause to be hung clothes from the balconies of the said Apartment;
- x) not to park or allow anyone to park any car at any place other than the said Parking Space, if so agreed to be acquired by the Purchaser hereunder;
- y) not to sell, transfer, let out or part with possession of the parking space, if so agreed to be acquired by the Purchaser hereunder, independent of the said Apartment and to use the same only for the purpose of parking of a motor car and not for keeping / storing anything else;
- z) not to use the said Apartment Unit for any purpose save and except for residential purpose and not to use the said Apartment Unit for any commercial, business or professional purpose including without limitation, as a doctor's chamber, diagnostic or testing unit, nursing home, computer or educational training centre, repairing centre, commercial guest house, Club House, Eatery, boarding house, lodge, business centre, etc or for commercial, illegal or immoral purposes or in any manner that may cause nuisance to occupiers of the other portions of the Buildings;
- aa) not to do any addition, alteration, structural changes, construction or demolition in the said Apartment Unit without prior written permission from the Corporation and other concerned authorities as also the Maintenance Agency and also subject to the condition that the same is not restricted under any other provision of this Agreement and in case any deviation, breach, violation or default of this sub-clause the Purchaser undertakes to pay to the Vendor agreed compensation and/or agreed liquidated damages at the rate of Rs. 500/- per square feet of the super built up area of the said Apartment Unit together with applicable Goods and Service Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Vendor;
- bb) not to raise or put up any kutchha or pucca constructions, grills, walls or enclosure of any kind around the said Parking Space or part thereof and



keep it always open and not use it for dwelling or staying of any person or blocking it by putting any articles and not do anything to alter its current state;

- cc) not to make any claim of any nature whatsoever in respect of the Premises other than the said Apartment Unit hereby transferred and the common enjoyment of the Common Areas;
- dd) not to inscribe, install or expose any sign, notice or advertisement on or at a window or other part of the Buildings and shall not project anything out of any window of the Premises;
- ee) not to keep or harbour any bird or animal in the Common Areas of the Premises;
- ff) not to make claim of any right of pre-emption or otherwise regarding any of the other Apartments or any portion of the Buildings and/or the Premises;
- gg) not to install any air-conditioner except at the spaces specified by the Vendor for installation of the Window type air-conditioner and/or Outdoor Unit of Split air-conditioner and at no point of time to change the position or arrangement for the installation of air-conditioner without prior written consent of the Vendor or the Association and in case any deviation, breach, violation or default of this sub-clause the Purchaser undertakes to pay to the Vendor agreed compensation and/or agreed liquidated damages at the rate of Rs. 100/- per square feet of the super built up area of the said Apartment Unit together with applicable Goods and Service Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Vendor;
- hh) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any portion of the Buildings and the Premises not forming part of the Common Areas;
- ii) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any of Exclusive Open Terrace Garden Areas in the Buildings and the Premises save and except the said Exclusive Open Terrace Garden Area, if mentioned in **Part-I of Schedule G** hereto;
- jj) not to make any construction on the Exclusive Open Terrace Garden Area, if mentioned in **Part-I of Schedule G** hereto;
- kk) not to carry on or permit to be carried on at the said Apartment Unit or any part thereof at any time any dangerous, noisy, obnoxious or offensive act or any nuisance or do any act, matter or thing which may cause annoyance or inconvenience to the other Apartment Owners/occupiers of the Premises and/or the neighbourhood;
- ll) not to use the said Apartment Unit in a manner that may pose a risk of damage to the environment and not to engage in any activity which could subject the Vendor to any liability under environmental laws or any other laws;

- mm) not to interfere in any manner with the right, title, interest or entitlement of the Vendor and/or its transferees in respect of other Apartment Units and Exclusive Open Terrace Garden Areas including the transfer thereof; and
  - nn) not to do anything that may be contrary to the terms, conditions, restrictions, stipulations and covenants contained in the Agreement and this Deed of Conveyance.
3. The Purchaser agrees, undertakes and covenants not to make or cause, directly or indirectly, any objection, interruption, interference, hindrance, obstruction or impediment for any reason or in any manner whatsoever relating to the Project or concerning the development, construction and completion of the Premises including the Common Areas and/or any further extension, expansion, construction, addition or alteration therein from time to time and/or the transfer, sale or disposal of any Apartment Unit or any portion of the Premises and/or the Project.
  4. The Purchaser agrees undertakes and covenants not to question at any time the computation of the super built-up area of the said Apartment Unit and not to raise any claim or demand in respect of the same under any circumstances whatsoever, details or calculations of the Super Built-up Area or the fixed percentage difference between the Super Built-up Area and the built up-area, as defined in Clause 4.33.
  5. The Buildings being constructed at the Premises shall always be known as "**IDEAL EXOTICA**". The Association, the Purchaser or the Apartment Owners shall not be entitled to change the said name under any circumstances whatsoever.
  6. The Purchaser shall have no connection whatsoever with the other Apartment Owners and there shall be no privity of contract or any agreement or arrangement as amongst the Purchaser and the other Apartment Owners (either express or implied) and the Purchaser shall be responsible to the Vendor for fulfillment of the Purchaser's obligations irrespective of non-compliance by any other Apartment Owner.
  7. The Purchaser may deal with or dispose of or alienate or transfer the said Apartment Unit subject to the following conditions:
    - a) The said Apartment Unit shall be one lot and shall be impartible and indivisible and the same shall not and cannot be partitioned or dismembered in parts. In case of sale of the said Apartment Unit in favour of more than one buyer, the same shall be done in their favour jointly and in undivided shares.
    - b) The transfer of the said Apartment Unit by the Purchaser shall not be in any manner inconsistent with this Deed of Conveyance and the covenants contained herein shall run with the land and/or transfer. The person(s) to whom the Purchaser may transfer/alienate the said Apartment Unit shall be made bound by the same terms, conditions, covenants, stipulations, undertakings and obligations as applicable to the Purchaser by law and/or by virtue of this Deed of Conveyance.

- c) All the dues including outstanding amounts, interest, Maintenance Charge, electricity charges, municipal and other taxes etc. relating to the said Apartment Unit payable to the Vendor, the Maintenance Agency/ Association and the Corporation are paid by the Purchaser in full prior to the proposed transfer/alienation. Such dues, if any, shall in any event, run with such proposed transfer.
8. The Purchaser shall not claim any partition of the land comprised in the Premises.
  9. The Purchaser shall use and enjoy the said Apartment Unit in the manner not inconsistent with his rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Apartment Owner and/or the Vendor and/or the lawful rights of any third party.
  10. The Purchaser shall be responsible for and shall keep the Vendor and/or the Maintenance Agency and/or the Association indemnified of from and against all damages claims demands costs charges and expenses and proceedings occasioned relating to the Premises or any part of the Buildings or to any person due to any negligence or any act deed or thing or omission made done or occasioned by the Purchaser and shall be responsible for and shall keep the Vendor indemnified also against all actions claims proceedings costs expenses and demands made against or suffered by the Vendor as a result of any act, omission or negligence of the Purchaser or the servants agents licensees or invitees or visitors of the Purchaser and/or any breach or non-observance by the Purchaser of any of the terms, conditions, covenants contained in this Schedule or elsewhere in these presents.
  11. If the Purchaser is a resident outside India, then it shall be his sole obligation and liability to comply with the provisions of all applicable laws including Foreign Exchange Management Act, 1999 (FEMA) and all other necessary requirements, rules, regulations, guidelines, etc. of the government or any other authority from time to time, relating to purchase and ownership of the said Apartment Unit.

**Part - II**  
**("Association")**

1. The Purchaser shall, within 1 (one) month from receiving a request from the Vendor, become a member of the Association of all Apartment Owners in the Buildings to be formed at the initiative of the Vendor for the maintenance and management of the Common Areas, the Buildings and other areas at the Premises. Such Association may be an association, a society, a company or an entity as the Vendor may decide.
2. The Purchaser shall assist the Vendor in all respects in the initial process of formation of the Association and accept and sign the documents relating to the formation of the Association as prepared at the instance of the Vendor.
3. The Purchaser shall accept, without any objection of any nature whatsoever, the rules and regulations of the Maintenance Agency/ Association (**Rules**). The Rules shall not be inconsistent and/or contrary to the provisions and/or

covenants contained herein which provisions and covenants shall, in any event, have an overriding effect.

4. The Buildings and the Premises shall be initially managed and maintained by the Vendor through the Maintenance Agency and thereafter by the Association upon handing over of maintenance by the Vendor/Maintenance Agency.
5. After handing over possession and execution and registration of conveyances of all the Apartments in the Buildings, the Vendor shall initiate steps for formation of the Association. Any association, syndicate, committee, body or society formed by any of the Apartment Owners without the participation of the Vendor shall not be entitled to be recognized by the Vendor and shall not have any right to represent the Apartment Owners or to raise any issue relating to the Buildings or the Premises and/or take over maintenance thereof. The maintenance of the Buildings shall be made over to the Association and upon such making over the Association shall be responsible for the maintenance of the Buildings and the Premises.
6. Notwithstanding anything contained elsewhere herein, the Purchaser hereby consents and confirm not to raise any objection regarding the employees such as watchmen, security staff, caretaker, liftmen, sweepers etc. for the common purposes appointed by the Vendor / Maintenance Agency being employed and/or absorbed in the employment of the Association with continuity of service on the same terms and conditions of employment subsisting with the Vendor/ Maintenance Agency.
7. Notwithstanding anything contained elsewhere herein, the Purchaser shall bear and contribute / pay all proportionate costs and expenses for formation, including professional charges, and the functioning and upkeep of the Association, as determined by the Vendor and/or the Maintenance Agency or the Association, without any demur or delay.
8. The Purchaser shall:
  - 8.1 diligently observe, perform and comply with the Rules;
  - 8.2 co-operate with the Maintenance Agency and the Association and its other members in all its activities;
  - 8.3 contribute / pay all the costs and expenses of the Maintenance Agency/ Association, as may be levied upon the Purchaser by the Maintenance Agency/ Association, within the dates due therefor.
9. Apportionment of any liability of the Purchaser in respect of any expenses, taxes, dues, levies or outgoings payable by the Purchaser pursuant to the Agreement or this Deed of Conveyance or otherwise shall be Proportionate.
10. The Maintenance Agency/ Association shall be entitled to revise and increase the Proportionate Contribution/Maintenance Charge from time to time and the Purchaser shall not be entitled to object thereto.
11. The Purchaser shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills

raised by Maintenance Agency/Association (upon formation), within the prescribed due date, failing which the Purchaser shall pay interest at the same rate prescribed in the Rules framed under the Act for delayed payments, for the period of delay, computed from the date the payment became due till the date of payment, to the Maintenance Agency/Association (upon formation), as the case may be. The Purchaser also admits and accepts that apart from the above, the Maintenance Agency/ Association shall be entitled to withdraw withhold disconnect or stop all services, facilities and utilities to the Purchaser and/or the said Apartment including water supply, electricity, user of lift etc., in case of default in timely payment of the Proportionate Contribution/Maintenance Charge, Electricity Charges, Corporation Taxes, Common Expenses and/or other payments by the Purchaser after giving 15 days' notice in writing.

12. The maintenance charges and proportionate Common Expenses shall be paid by the Purchaser irrespective of whether or not the Purchaser uses or is entitled to or is able to use any or all of the Common Areas and any non-user or non-requirement in respect of any Common Areas or parking facility (if so granted) shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the Purchaser in respect of the said proportionate common expenses and/or maintenance charge.
13. From the date of offering the handing over of maintenance to the Association, the Vendor shall not have any responsibility whatsoever regarding the Buildings and the Premises and/or any maintenance, security, safety or operations including relating to fire fighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, meters and connection, etc and/or for any statutory compliances, permissions and licenses regarding the Premises and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Apartment Owners including the Purchaser and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses. The Apartment Owners including the Purchaser and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire license etc. and the Vendor shall sign necessary papers upon being requested by them in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of handing over of maintenance, the Vendor and/or its directors, employees or agents shall not have any liability or responsibility whatsoever under any circumstance.

**Part – III**  
**(“Management & Maintenance”)**

1. The Maintenance Agency shall initially manage and maintain the Premises, the Buildings and the Common Areas. Subsequently the same shall be transferred to the Association as mentioned above.

2. The Vendor shall be treated as an Apartment Owner in all matters related to the Maintenance Agency/Association in respect of the Apartments, which have not been transferred by the Vendor.
3. The Association shall be owned and controlled by the Apartment Owners proportionately and all its decisions shall be by majority of votes according to proportionate interest, and not number of members. It shall have such constitution/rules/ regulations /bye-laws as may be made by the Vendor at the initial stage and such constitution may provide for alteration of its constitution, arbitration of disputes between the Apartment Owners and regarding common user and certain important decisions to be taken by more than three-fourths of the Apartment Owners.
4. All payments for common purposes, taxes, mutation charges and all other outgoings shall be made to and kept with the Maintenance Agency/ Association.
5. The Apartment Owners may change, alter, add to or modify the Rules and Regulations of the Association and frame such other rules, regulations and/or bye-laws for the Common Purposes, the quiet and peaceful enjoyment of the Apartment by their respective owners or for the mutual benefit of the Apartment Owners provided the same are not contrary to this Deed.
6. The Maintenance Agency/ Association shall function at the costs of the Apartment Owners and will work on the basis of advance payments and/or reimbursements of all costs including establishment costs and costs of its formation and/or operations and requirements for doing and/or making provisions for repairs painting replacements and renovations of first class standard and for unforeseen eventualities. The Maintenance Charges payable by the Purchaser with effect from the Date of Possession or the Date of Commencement of Liabilities, whichever is earlier, shall be payable on a monthly basis. For the first 12 (twelve) months the Maintenance Charges shall be at the fixed rate of Rs.4/- per square feet of super built-up area per month for the said Apartment and Rs. 0.50p per square feet of the Exclusive Open Terrace Garden area (if any) per month, irrespective of whether the actual expenses are more or less and without the Vendor being required to give any accounts for the same. In the event of Association being formed prior to expiry of 12 (twelve) months, then the Vendor shall hand over to the Association the proportionate amount out of the Fixed Maintenance Charges for first 12 months for the remaining period of the first 12 months.
7. The Association shall, upon its formation, be entitled to all the rights with regard to the Common Areas/Purposes.
8. The Association shall pay all rates, taxes and outgoings, including for insurance (**Outgoings**) for the Buildings and the Premises, which are not separately charged or assessed or levied on the Apartment Owners. Proportionate amounts shall be contributed by all Apartment Owners, including the Purchaser.
9. If the Maintenance Agency/ Association has to make any payments, including Outgoings due to any default of the Purchaser, then the Purchaser shall pay such amount within 7 days of payment by the Maintenance Agency/ Association.

10. The Purchaser shall make all payments, called upon to pay by the Maintenance Agency/ Association from the Purchaser, within 7 (seven) days of the due date or of receiving demand in writing for the same.
11. All rights and obligations of the Association shall be the rights and obligations of the Maintenance Agency /Vendor until the Association is formed and starts functioning effectively.

**Part - IV**  
**(“Common Expenses”)**

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

**Part – V**  
**(“Mutation, taxes and impositions”)**

1. The Purchaser shall after the Date of Possession and within 1 (one) month thereof apply for mutation, separation and/or apportionment of the said Apartment Unit in his own name and shall take all necessary steps and complete, at the Purchaser’s own costs, the mutation of the said Apartment Unit in the Purchaser’s name within 5 (five) months thereafter without in any way making or keeping the Vendor liable and/or responsible in this regard on any account whatsoever. The Vendor shall at the request of the Purchaser co-operate with the Purchaser in this regard and shall sign necessary papers including no objection, consent etc., if and when required.
2. In case of default, the Vendor or the Maintenance Agency, as the case may be, will be entitled to get the said Apartment Unit mutated and apportioned in the name of the Purchaser and in such an event be further entitled to recover all costs, charges and expenses, including professional fees thereof from the Purchaser. All such amounts shall be paid and/or be payable by the Purchaser within 7 days of being called upon to do so. In the event of failure to do so, the Purchaser shall be liable to pay interest on the unpaid amount at the rate of 18 per cent per annum with quarterly rests.
3. Until such time as the said Apartment Unit be separately assessed and/or mutated, all rates, taxes, outgoing and/or impositions levied on the Premises and/or the Building (**Impositions**) shall be proportionately borne by the Purchaser.
4. Besides the amount of the Impositions, the Purchaser shall also be liable to pay the penalty, interest, costs, charges and expenses for and in respect of all or any of such taxes or Impositions (**Penalties**), proportionately or wholly, as the case may be.
5. The liability of payment by the Purchaser of Impositions and Penalties in respect of the said Apartment Unit would accrue with effect from the Date of Possession or the Date of Commencement of Liabilities, whichever is earlier.
6. The Maintenance Agency shall be at liberty to pay such sums from time to time as it may deem fit and proper towards the Impositions or Penalties and recover the share of the Purchaser thereof from the Purchaser.

**Schedule - F**  
**(“Agreed Consideration”)**

Agreed Consideration for the sale of the said Apartment Unit as defined in this Deed including all rights agreed to be transferred in favour of the Purchaser in terms of Clause 7.1 hereof.

Rs. \_\_\_\_\_/-

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

**Schedule - G**



**Part-I**  
**(“Said Apartment”)**

**ALL THAT** the residential Apartment No. \_\_, on the \_\_ Floor of Block \_\_ including Servant Quarter together measuring about \_\_\_\_\_ square feet (\_\_\_\_\_ square feet) of carpet area and \_\_\_\_\_ square feet (\_\_\_\_\_ square feet) of built-up area (delineated on **Plan-B** annexed hereto and bordered in colour **Red** thereon) and mutually accepted by the parties to be equivalent to Super Built-up Area of \_\_\_\_\_ square feet **and together with the Exclusive Open Terrace Garden Area measuring about \_\_\_\_\_ square feet (\_\_\_\_\_ square feet)** in the Project named **“IDEAL EXOTICA”** in the Premises mentioned in Schedule – B above.

**PART-II**  
**(“Said Parking Space”)**

**ALL THAT** the right to park in \_\_ (\_\_\_\_) \_\_\_\_\_ car parking spaces, being No. \_\_\_\_\_ and \_\_\_\_\_ in the \_\_\_\_\_ (delineated on **Plan-C** annexed hereto and bordered in colour **Red** thereon).

**9. Execution and Delivery:**

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

**Executed and Delivered by the Vendor**  
at Kolkata in the presence of:

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

Prepared by :

R. Ginodia & Co.  
Advocates  
7C, Kiran Shankar Roy Road  
Kolkata-700 001.

**RECEIVED** of and from the within-named Purchaser the within-mentioned sum of Rs.  
\_\_\_\_\_/- (Rupees \_\_\_\_\_ only)  
being the agreed total consideration money payable to the Vendor.

**WITNESSES** :

\_\_\_\_\_  
DATED THIS      DAY OF      2018  
=====

**BETWEEN**

**Ideal Real Estates Private Limited**  
**... VENDOR**

**AND**

\_\_\_\_\_  
**... PURCHASER**

**CONVEYANCE**

***Apartment Unit No. \_\_ Block “ \_\_ ”***

**R. Ginodia & Co.**  
**Advocates**  
**7C, Kiran Shankar Roy Road**  
**Kolkata – 700 001**