

THIS INDENTURE (“**Indenture**”) executed on this [•] day of [•], Two Thousand and Twenty (2020);

BETWEEN

- (1) **AQUALINA PROPERTIES LLP** (LLPIN No. AAM-2398) (PAN ABLFA2781Q) (formerly known as **AQUALINA PROPERTIES PVT. LTD.**), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani.
- (2) **DHANSANCHAY PROPERTIES LLP**, (LLPIN No. AAM 2400) (PAN AAOFD6490K) (formerly known as **DHANSANCHAY PROPERTIES PVT. LTD.**), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani..
- (3) **EBONY BUILDCON LLP**, (LLPIN No. AAM 2058) (PAN AAGFE9819B) (formerly known as **EBONY BUILDCON PVT. LTD.**), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008,

having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani.

- (4) **EBONY COMPLEX LLP**, (LLPIN No. AAM 2393) (PAN AAGFE9911L) (formerly known as **EBONY COMPLEX PVT. LTD.**), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani.
- (5) **DHIMAN REALTORS PVT. LTD.** (CIN No. U4500WB2014PTC202826), (PAN AAFCD0868F) a company within the meaning of the Companies Act, 2013, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani.
- (6) **EXCEPTIONAL PROPERTIES LLP** (LLPIN No. AAM 2389) (PAN AAGFE9912K) (formerly known as **EXCEPTIONAL PROPERTIES PVT. LTD.**), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani.
- (7) **FABULOUS NIRMAN PVT. LTD.**, (CIN No. U70102WB2014PTC202223), (PAN AACCF4097P) a company within the meaning of the Companies Act, 2013, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani.
- (8) **GAJGAMINI REALCON LLP**, (LLPIN No. AAM-2397) (PAN AASFG3732F) (formerly known as **GAJAGAMINI REALCON PVT. LTD.**), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008,

having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani.

- (9) **IMAGINE INFRA PROJECTS LLP**, (LLPIN No. AAM 2059) (PAN AAGFI9194P) (formerly known as **IMAGINE INFRA PROJECTS PVT. LTD.**), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street, Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani.
- (10) **LOVEDEAL NIRMAN LLP**, (LLPIN No. AAM 2395) (PAN AAHFL5236A) (formerly known as **LOVEDEAL NIRMAN PVT. LTD.**), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani.
- (11) **MANGALBARSHA PROPERTIES LLP**, (LLPIN No. AAM 2394) (PAN ABIFM1748C) (formerly known as **MANGALBARSHA PROPERTIES PVT. LTD.**), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani.
- (12) **MARVELOUS BUILDCON LLP**, (LLPIN No. AAM 2390) (PAN ABIFM1746N) (formerly known as **MARVELOUS BUILDCON PVT. LTD.**), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani.

- (13) **PROSPEROUS INFRASTRUCTURE LLP**, (LLPIN No. AAM-2461) (PAN AAVFP6035B) (formerly known as PROPEROUS INFRASTRUCTURE PVT. LTD.), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani .
- (14) **QUICKGROW PROPERTIES LLP**, (LLPIN No. AAM-2455) (PAN AAAFQ7160K) (formerly known as QUICKGROW PROPERTIES PVT. LTD.), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani.
- (15) **RAJAT FOUNDATION PVT. LTD.**, (CIN No. U51909WB1996PTC080511), (PAN AACCR4706M) a company within the meaning of the Companies Act, 2013, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani.
- (16) **RAJAT PROJECTS PVT. LTD.**, (CIN No. U70109WB2011PTC163101), (PAN AAFCR3120C) a company within the meaning of the Companies Act, 2013, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani.
- (17) **REMARKABLE ABASAN PVT. LTD.**, (CIN No. U70102WB2014PTC202222), (PAN AAGCR9345E) a company within the meaning of the Companies Act, 2013, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani.

- (18) **RICHTOUCH REALESTATE PVT. LTD.**, (CIN No. U70102WB2014PTC202250), (PAN AAGCR9344F) a company within the meaning of the Companies Act, 2013, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani.
- (19) **ROSINE NIRMAN LLP**, (LLPIN No. AAM 2456) (PAN AAXFR5588B) (formerly known as **ROSINE NIRMAN PVT. LTD.**), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani.
- (20) **ROXY REALTORS PVT. LTD.**, (CIN No. U70102WB2014PTC203010), (PAN AAHCR0053N) a company within the meaning of the Companies Act, 2013, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani.
- (21) **SIDDHIBHUMI HOUSING PVT. LTD.**, (CIN No. U70102WB2014PTC202249), (PAN AAUCS6435J) a company within the meaning of the Companies Act, 2013, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani.
- (22) **SETTLEMENT REALTORS PVT. LTD.**, (CIN No. U70102WB2014PTC203011), (PAN AAUCS8567R) a company within the meaning of the Companies Act, 2013, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani.
- (23) **SKYSPACE INFRASTRUCTURE PVT. LTD.**, (CIN No. U70102WB2014PTC202248), (PAN AAUCS6438F) a company within the meaning of the Companies Act, 2013, having its registered office at 4, Azimganj

House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani.

- (24) **TOUCHWIN PROPERTIES LLP**, (LLPIN No. AAM 2396) (PAN AANFT5553E) (formerly known as **TOUCHWIN PROPERTIES PVT. LTD.**), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani.
- (25) **QUICKGROW HOUSING PRIVATE LIMITED**, (CIN No. U70102WB2014PTC202202), (PAN AAACQ3510G), a company within the meaning of the Companies Act, 2013, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani.
- (26) **RAJAT BLISSCITY INFRASTRUCTURE PRIVATE LIMITED**, (CIN No. U70102WB2014PTC202358), (PAN AAGCR9460A) a company within the meaning of the Companies Act, 2013, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani.
- (27) **ULTRASHINE REALESTATE PVT. LTD.** (CIN No. U70102WB2014PTC202191), (PAN AABCU7158B) a company within the meaning of the Companies Act, 2013, having its registered office at 4, Azimganj House, First Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani.
- (28) **ALOKBARSHA PROPERTIES PRIVATE LIMITED.**, (CIN No. U70109WB2012PTC174791), (PAN AAKCA7528E) a company within the meaning of the Companies Act, 2013, having its registered office at 1A, Keshav

Kunj, Panchwati Complex, VIP Road, Kolkata 700052, P.O. Airport, P.S. Baguihati.

- (29) **ASTONISHING DEVELOPERS PVT. LTD.**, (CIN No.U70102WB2014PTC202242), (PAN AAMCA6913B) a company within the meaning of the Companies Act, 2013, having its registered office at 19, Pollock Street, Kolkata 700001, P.O. Pollock Street, P.S. Hare Street.
- (30) **ATTRACTIVE HOUSING PVT. LTD.**, (CIN No. U70102WB2014PTC202188), (PAN AAMCA6911D) having its registered office at 1A, Keshav Kunj, Panchwati Complex, VIP Road, Kolkata 700052, P.O. Airport, P.S. Baguihati.
- (31) **EBONY ENCLAVE PVT. LTD.**, (CIN No. U45400WB2011PTC170977), (PAN AACCE9098B) having its registered office at 1A, Keshav Kunj, Panchwati Complex, VIP Road, Kolkata 700052, P.O. Airport, P.S. Baguihati.
- (32) **ELIGIBLE DEVCON PVT. LTD.**, (CIN No. U45400WB2011PTC169569), (PAN AACCE8746L) having its registered office at 1A, Keshav Kunj, Panchwati Complex, VIP Road, Kolkata 700052, P.O. Airport, P.S. Baguihati.
- (33) **ENJOYMENT PROJECTS PVT. LTD.**, (CIN No. U70102WB2014PTC202189), (PAN AADCE6933C) having its registered office at 1A, Keshav Kunj, Panchwati Complex, VIP Road, Kolkata 700052, P.O. Airport, P.S. Baguihati.
- (34) **FANCY INFRACON PRIVATE LIMITED**, (CIN No. U45400WB2014PTC202562), (PAN AACCF4210G) having its registered office at 1A, Keshav Kunj, Panchwati Complex, VIP Road, Kolkata 700052, P.O. Airport, P.S. Baguihati.

- (35) **GREENHIGH REALCON PVT. LTD.**, (CIN No. U70102WB2014PTC202224), (PAN AAFCG6386F) having its registered office at 1A, Keshav Kunj, Panchwati Complex, VIP Road, Kolkata 700052, P.O. Airport, P.S. Baguihati.
- (36) **GREENIMAGE REALTY PVT. LTD.**, (CIN No. U70102WB2014PTC202190), (PAN AAFCG6443F) having its registered office at 1A, Keshav Kunj, Panchwati Complex, VIP Road, Kolkata 700052, P.O. Airport, P.S. Baguihati.
- (37) **JAGRAN PROPERTIES PVT. LTD.**, (CIN No. U70109WB2012PTC174811), (PAN AADCJ0472F) having its registered office at 1A, Keshav Kunj, Panchwati Complex, VIP Road, Kolkata 700052, P.O. Airport, P.S. Baguihati.
- (38) **MAGNETICTOUCH PROPERTIES PRIVATE LIMITED**, (CIN No. U70109WB2012PTC174876), (PAN AAICM4699L) a company within the meaning of the Companies Act, 2013, having its registered office at 19, Pollock Street, Kolkata 700001, P.O. Pollock Stret, P.S. Hare Street.
- (39) **PLEASURE TOWER PVT. LTD.**, (CIN No. U70102WB2014PTC202193), (PAN AAHCP7154Q) having its registered office at 1A, Keshav Kunj, Panchwati Complex, VIP Road, Kolkata 700052, P.O. Airport, P.S. Baguihati.
- (40) **RUDRAMALA REALTY PRIVATE. LIMITED**, (CIN No. U70109WB2012PTC174986), (PAN AAGCR3031D) a company within the meaning of the Companies Act, 2013, having its registered office at 19, Pollock Street, Kolkata 700001, P.O. Pollock Street, P.S. Hare Street.

- (41) **WONDER REALESTATE PVT. LTD.**, (CIN No. U45400WB2011PTC167613), (PAN AABCW1411F) having its registered office at 1A, Keshav Kunj, Panchwati Complex, VIP Road, Kolkata 700052, P.O. Airport, P.S. Baguihati.
- (42) **PETUNIA COMMOTRADE PVT. LTD.**, (CIN No. U51909WB2014PTC203106), (PAN AAHCP8191K) having its registered office at 27, Biplabi Trailakya Maharaj Sarani, (Brabourne Road), Narayani Building, 3rd Floor, Room No. 310, Kolkata 700001, P.O. Pollock Street, P.S. Hare Street.
- (43) **EBONY DEVELOPERS PVT. LTD.**, (CIN No. U45206WB2011PTC171171), (PAN AACCE9099A) having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata 700020, P.O. Lala Lajpat Rai Sarani, P.S. Bhowanipore.
- (44) **EBONY TOWER PVT. LTD.**, (CIN No. U45400WB2011PTC170924), (PAN AACCE9097Q) having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata 700020, P.O. Lala Lajpat Rai Sarani, P.S. Bhowanipore.
- (45) **FENNEL INFRACON PVT. LTD.**, (CIN No. U45400WB2014PTC202565), (PAN AACCF4211H) having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata 700020, P.O. Lala Lajpat Rai Sarani, P.S. Bhowanipore.
- (46) **INTERFACE DEVELOPERS PVT. LTD.**, (CIN No. U45400WB2011PTC170406), (PAN AACCI7762C) having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata 700020, P.O. Lala Lajpat Rai Sarani, P.S. Bhowanipore.
- (47) **ROSETTE PROPERTIES PVT. LTD.**, (CIN No. U70109WB2012PTC174855), (PAN AAGCR3030C) having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata 700020, P.O. Lala Lajpat Rai Sarani, P.S. Bhowanipore.

- (48) **SAPNASURAHA NIRMAN PVT. LTD.**, (CIN No. U70109WB2012PTC174983), (PAN AASCS7666M) having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata 700020 P.O. Lala Lajpat Rai Sarani, P.S. Bhowanipore.
- (49) **SUBHKAMANA DEVELOPERS PRIVATE LIMITED**, (CIN No. U70109WB2012PTC174984), (PAN AASCS7662R) having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata 700020, P.O. Lala Lajpat Rai Sarani, P.S. Bhowanipore.
- (50) **SUKALYAN PROPERTIES PVT. LTD.**, (CIN No. U70109WB2012PTC174985), (PAN AASCS7665J) having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata 700020, P.O. Lala Lajpat Rai Sarani, P.S. Bhowanipore.
- (51) **SHIVRASHI ABASAN PVT. LTD.**, (CIN No. U70109WB2012PTC174856), (PAN AASCS7663Q) having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata 700020, P.O. Lala Lajpat Rai Sarani, P.S. Bhowanipore.
- (52) **SUBHLIFE REAL ESTATE PVT. LTD.**, (CIN No. U70109WB2012PTC174857), (PAN AASCS7668F) having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata 700020, P.O. Lala Lajpat Rai Sarani, P.S. Bhowanipore.
- (53) **SWARNACHURA PROPERTIES PVT. LTD.**, (CIN No. U70109WB2012PTC174858), (PAN AASCS7667L) having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata 700020, P.O. Lala Lajpat Rai Sarani, P.S. Bhowanipore.
- (54) **ULTRAFOCUS PROPERTIES PRIVATE LIMITED**, (CIN No. U70109WB2012PTC174860), (PAN AABCU5571C) having its registered office

at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata 700020, P.O. Lala Lajpat Rai Sarani, P.S. Bhowanipore.

(55) **AADRIKA COMMERCIAL PVT. LTD.**, (CIN No. U74999WB2012PTC183414), (PAN AAKCA7898K) having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata 700020, P.O. Lala Lajpat Rai Sarani, P.S. Bhowanipore.

(56) **AADRIKA DISTRIBUTORS PVT. LTD.**, (CIN No. U74999WB2012PTC183417), (PAN AAKCA7897G) having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata 700020, P.O. Lala Lajpat Rai Sarani, P.S. Bhowanipore.

(57) **DAYASWARUP COMMODEAL PVT. LTD.**, (CIN No. U74999WB2012PTC183106), (PAN AAECD3458N) having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata 700020, P.O. Lala Lajpat Rai Sarani, P.S. Bhowanipore.

(58) **DURVISH SHOPPERS PVT. LTD.**, (CIN No. U74999WB2012PTC183121), (PAN AAECD3456C) having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata 700020, P.O. Lala Lajpat Rai Sarani, P.S. Bhowanipore.

hereinafter collectively referred to as **'the Owners'** (which term or expression shall, unless excluded by or repugnant to the subject or context or meaning thereof, mean and include successor or successors in interest and permitted assigns) represented by their Constituted Attorney, Arizuma Projects LLP, represented by its Partner Mr. Designated Partner, Rajat Pasari son of Raj Gopal Pasari having PAN BDKPP7331M, AADHAR No. 266497712752 residing at 11E, Rajnigandha, 25B, Ballygunge Park, Kolkata 700019, P.S. Karaya P.O. Ballygunge, appointed by the Owners vide Power of Attorney dated [■] registered with the Additional Registrar of Assurances – IV, Kolkata in Book No. I, Volume No. [■], Pages from [■] to [■] and Being No. [■] for the year 2020 of the **ONE PART**

AND

ARIZUMA PROJECTS LLP, [LLP Identification No. AAI5525] a Limited Liability Partnership incorporated under the Limited Liability Partnership Act 2008 having PAN ABIFA1723H, having its registered office at 4, Azimganj House, First Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani, represented by its Designated Partner, Rajat Pasari son of Raj Gopal Pasari having PAN BDKPP7331M, AADHAR No. 266497712752 residing at 11E, Rajnigandha, 25B, Ballygunge Park, Kolkata 700019, P.S. Karaya P.O. Ballygunge, hereinafter referred to as the “**Promoter**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners for the time being of the said Partnership Firm and their respective heirs, executors, administrators and legal representatives) of the **SECOND PART**;

AND

Mr./Ms. [•], son/daughter of [•], aged about [•], residing at [•] (Aadhar No. [•] / (PAN No.[•]), hereinafter referred to as the “**PURCHASER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors, representatives and/or permitted assigns) of the **THIRD PART**:

[OR]

(Please insert details of other Purchaser (s) in case of more than one Purchaser)

The Owners, Promoter and Purchaser shall hereinafter collectively be referred to as the “parties” and individually as a “party”.

WHEREAS:**1. DEFINITIONS:**

For the purpose of this Deed, unless the context otherwise requires,-

1.1 **“Act”** means the West Bengal Housing Industry Regulation Act, 2017 (30 of 2017);

1.2 **“appropriate Government”** means the State Government;

1.3 **“Allottee”** means the person including the Purchaser herein to whom a row bungalow in the Project has been allotted, sold or otherwise agreed to be allotted, sold or transferred by the Promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such row bungalow is given on rent and shall also include the Promoter in respect of such row bungalows in the Project which are retained and/or not alienated and/or not agreed to be alienated for the time being by the Promoter and shall mean and include :

(a) If he be an individual, then the heirs, executors, successors, administrators, legal representatives and permitted assigns of such individuals.

(b) If it be a Hindu Undivided Family, then the members of such Hindu Undivided Family from time to time and their

respective heirs, executors, successors, administrators, legal representatives and permitted assigns.

- (c) If it be a company, then the successors-in-interest and permitted assigns of such Company.
- (d) If it be a partnership firm, then the partners of such partnership firm from time to time and their respective heirs, executors, successors, administrators, legal representatives and permitted assigns.
- (e) If it be a Trust, then the Trustees of such Trust from time to time and their respective successors-in-office and permitted assigns.
- (f) If it be a sole proprietorship firm, then the proprietor thereof and the heirs, executors, successors, administrators, legal representatives and permitted assigns of such proprietor.

1.4 **“Applicable laws”**, shall mean any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-law, approval of any Governmental Authority, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation having the force of law of any of the foregoing by any Governmental Authority having jurisdiction over the matter in question, in effect at the relevant time in India.

- 1.5 **“Association”** shall mean an association of all the Allottees of the Project (including the Promoter for such row bungalows of the Project not alienated or agreed to be alienated by the Promoter) formed or that may be formed hereafter in accordance with the terms of the West Bengal Apartment Ownership Act, 1972 at the instance of the Promoter for the Common Purposes with such rules and regulations as shall be framed by the Promoter.
- 1.6 **“Built-Up Area”** and/or **“Covered Area”** in relation to the said Row Bungalow shall mean the floor area of that said Row Bungalow including the area of balconies, if any attached thereto, and also the thickness of the walls (external or internal) and the columns and pillars therein.
- 1.7 **“Carpet Area”** shall mean the net usable floor area of the said Row Bungalow, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah areas and exclusive open terrace areas, but includes the area covered by the internal partition walls of the said Row Bungalow, as more particularly defined in the Act.
- 1.8 **“Common Expenses”** shall mean and include all expenses for the maintenance, management and upkeep of the Project Common Areas, Amenities and Facilities and further the expenses for Common Purposes of the purchasers and shall be payable proportionately by the Purchaser periodically as part of maintenance charges.

- 1.9 **“Common Purposes”** shall include the purposes of managing and maintaining the Project and in particular the Project Common Areas, Amenities and Facilities, rendition of services in common to the Allottees of the said Project, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Allottees of the Project and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective row bungalows exclusively and the Project Common Areas, Amenities and Facilities in common.
- 1.10 **“Maintenance Agency”** shall mean the Promoter or such committee to be appointed by the Promoter for the time being and, upon its formation, the Association, for the Common Purposes.
- 1.11 **“Parking Spaces”** shall mean such spaces in the Project that are sanctioned by the competent authority as a garage or parking space.
- 1.12 **“Possession Date”** shall have the meaning ascribed in the said Sale Agreement.
- 1.13 **“Project Common Areas, Amenities and Facilities”** shall mean such common areas, installations, amenities and facilities, including but not limited to all passages, pathways, approach roads, internal roads, entrances, main entrances, gates, gardens, parks, sewerage and water lines or pipes, ducts, water storage reservoirs, electrical installations, electricity wires, cables, drainage, open or covered spaces, amenities, that are/may be built or

installed by the Promoter on the remaining portion of the Project Land (after deducting there from the land utilized for Plots and sold to the allottees along with their respective row bungalows) from time to time for the row bungalows in the Project more particularly mentioned in the **THIRD SCHEDULE** hereto.

1.14 **“Project”** shall mean the work of development undertaken, completed and/or to be undertaken and completed by the Promoter jointly in respect of the Project Land and/or any modification or extension thereof till such development of the Project Land is completed and possession of the completed row bungalows including the said Row Bungalow therein are made over to the respective allottees.

1.15 **“Project Land”** shall mean the land comprised in ALL THAT the piece and parcel of land measuring 16.96 Bighas, be the same a little more or less, together with structures erected thereon comprised in *Dag Nos.* 713/1694, 725, 728 (P), 729, 731, 733, 797, 797/1664, 799, 800, 807, 808, 809, 810, 811 (P), 812, 815 (P), 821, 822, 823(P), 824, 829(P) & 889, *Khaitan Nos.* 1168, 1171, 1170, 1169, 1167, 1160, 1156, 1155, 1154, 1448, 1449, 1447, 1446, 1445, 1468, 1432, 1437, 1435, 1443, 1444, 1462, 1463, 1456, 1457, 1459, 1458, 1441, 1460, 1440, 1269, 1270, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1279, 1280, 1281, 1282, 1283, 1284, 1439, 1436, 1434, 1433 1543, 1541, 1539, 1537, 1545, 1549, 1522, , 1592, 1593, 1594, 1595, 1596, , lying and situated at Mouza-Bade Hugli, J.L. No. 80, P.S. Sonarpur, A.D.S.R.O Sonarpur, Poleghat Gram Panchayat, District-South 24 Parganas more particularly mentioned and described in **Part A** of the **FIRST SCHEDULE** hereunder written.

- 1.16 **“Proportionate”** with all its cognate variations shall mean the ratio that the built up area of the said Row Bungalow may bear to the total built up area of all the row bungalows in the Project upon its final computation.
- 1.17 **“Regulations”** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.
- 1.18 **“Rules”** means the West Bengal Housing Industry Regulation Rules, 2017 made under the West Bengal Housing Industry Regulation Act, 2017.
- 1.19 **“Said Row Bungalow”** shall mean the G+1/G+2 storied Row Bungalow TOGETHER WITH the plot on which the said Bungalow is to be developed being demarcated portion of the Project Land (said **“Plot”**) including car parking space (**“Parking Space”**) on the said Plot, Together With the right to use the proportionate indivisible share in the Common Areas, Amenities and Facilities of the Project, as and when they are constructed or made ready and fit for use, to be used with all other allottees of the Project (**Project Common Areas, Amenities and Facilities**) morefully mentioned in the **Third Schedule** herein more particularly mentioned and described in the **SECOND SCHEDULE** hereunder written.
- 1.20 **“Sanctioned Plans”** shall mean the plan sanctioned by the South 24 Parganas Zilla Parishad vide Building Plan/Permit No. B.S. No. 606/736/KMDA dated 9th September, 2020 for construction of the proposed project on the Project Land and shall include all revisions made thereto.

- 1.21 **“Section”** means a Section of the Act.
- 1.22 **“Masculine”** gender shall include the **“Feminine”** and **“Neuter”** genders and vice versa.
- 1.23 **“Singular”** number shall include the **“Plural”** and vice versa.

2. BACKGROUND:

- 2.1 The Owners herein are the absolute and lawful owner and otherwise well and sufficiently entitled to ALL THAT the piece and parcel of land measuring 16.96 Bighas, be the same a little more or less, together with structures erected thereon comprised in *Dag Nos.* 713/1694, 725, 728 (P), 729, 731, 733, 797, 797/1664, 799, 800, 807, 808, 809, 810, 811 (P), 812, 815 (P), 821, 822, 823(P), 824, 829(P) & 889, *Khaitan Nos.* 1168, 1171, 1170, 1169, 1167, 1160, 1156, 1155, 1154, 1448, 1449, 1447, 1446, 1445, 1468, 1432, 1437, 1435, 1443, 1444, 1462, 1463, 1456, 1457, 1459, 1458, 1441, 1460, 1440, 1269, 1270, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1279, 1280, 1281, 1282, 1283, 1284, 1439, 1436, 1434, 1433 1543, 1541, 1539, 1537, 1545, 1549, 1522, 1592, 1593, 1594, 1595, 1596, , lying and situated at Mouza-Bade Hugli, J.L. No. 80, P.S. Sonarpur, A.D.S.R.O Sonarpur, Poleghat Gram Panchayat, District-South 24 Parganas more fully described in **Part A** of the **FIRST SCHEDULE** hereunder written (hereinafter referred to as “the **Project Land**”).

- 2.2 The particulars of title of the Owners and the Promoter to the Project Land are fully described in **Part - B** of the **FIRST SCHEDULE** hereto (hereinafter referred to as “the **Devolution of Title**”).
- 2.3 The Promoter with the intention and for the purpose of development of an integrated row housing project on the Project Land has constructed 138 Row Bungalows together with various common areas, amenities and facilities on the Project Land. (**“Project”**).
- 2.4 The Promoter has caused a plan to be sanctioned by the South 24 Parganas Zilla Parishad vide Building Plan/Permit No. B.S. No. 606/736/KMDA dated 9th September 2020, (**“Plan”**), for construction of the Project.
- 2.5 The Promoter is fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Promoter regarding the Project Land have been completed.
- 2.6 The Promoter has named the Project “Southern Vista” and has registered the Project under the provisions of the Act with West Bengal Housing Industry Regulatory Authority at [•] on [•] under Registration No. [•].

2.7 The Purchaser had applied for allotment of the said Row Bungalow in the Project vide application No. [•] dated [•] and has been allotted the Row Bungalow No. [Type _+ Row Bungalow No](said Row Bungalow) having-

Row Bungalow No._- Row Bungalow Type -	Carpet area (sq ft)	Built up area (sq ft)
Ground floor		
First Floor		
First Floor Balcony		
Second Floor		
Open Terrace (if any)		
TOTAL		

PLOT AREA	Square feet	Cottahs

TOGETHER WITH the plot on which the said Row Bungalow is constructed being demarcated portion of the Project Land (said “**Plot**”) including car parking space (“**Parking Space**”) on the said Plot, Together With the right to use the proportionate indivisible share in the Common Areas, Amenities and Facilities of the Project, to be used with all other allottees of the Project (**Project Common Areas, Amenities and Facilities**) morefully mentioned in the **THIRD SCHEDULE** as permissible under applicable law (hereinafter collectively referred to as the “**Said Row Bungalow**”) and morefully mentioned in the

SECOND SCHEDULE hereto and the layout of the said Row Bungalow is delineated in green colour on the plans annexed hereto and marked as Annexure "A".

- 2.8 The Purchaser is fully aware and after considering what has been disclosed to the Purchaser by the Promoter, the Purchaser has, after taking independent legal advice in respect thereof, agreed that his right to use and enjoy the Project Common Areas, Amenities and Facilities shall always be subject to a permanent right of easement use and access of the Promoter, their men and agents, the owner(s) and occupants of the other row bungalows, with whom such Project Common Areas, Amenities and Facilities will be shared.
- 2.9 The Purchaser is also aware and has agreed that the Promoter and the owner(s) and occupiers of the other row bungalows shall always be entitled to the Project Land and all benefits arising therefrom.
- 2.10 By an Agreement for Sale dated [•], registered with [•], in Book No. [•], Volume No. [•], Pages [•] to [•], Being Deed No. [•], for the year [•], the Promoter agreed to sell and the Purchaser agreed to purchase the said Row Bungalow for the Total Price and on the terms and conditions as mentioned therein with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the

Project and their mutual rights and obligations. (Said Sale Agreement)

- 2.11 The Promoter has completed the construction of the said Project including the said Row Bungalow and has obtained the Completion Certificate from the [•] being Completion Certificate No. [•] dated [•] and the Promoter has measured the final Carpet Area of the said Row Bungalow and confirmed the same to the Purchaser.
- 2.12 The Promoter has called upon the Purchaser to take lawful, vacant, peaceful physical possession of the said Row Bungalow and pursuant thereto the Purchaser has taken such possession of the Said Bungalow to the Purchaser's full satisfaction.
- 2.13 Before taking possession of the said Row Bungalow, the Purchaser has:
- (a) seen and examined the layout plan, specifications, amenities, facilities, fittings and fixtures provided in the said Row Bungalow, the Project and accepted the floor plan and the specifications, amenities and facilities which had been approved by the Competent Authority, as also the manner of construction thereof and have fully satisfied himself with regard thereto and has agreed not to make any claim or demand whatsoever against the Promoter concerning the same;

- (b) Been fully satisfied about the title of the Owners to the Project Land, the documents relating to the title of the Project Land including the said Plot on which the said Row Bungalow has been constructed, the right of the Promoter, the Plan of the Project, the quality of the materials used in the said Row Bungalow, the workmanship and measurement of the said Row Bungalow, the carpet area whereof has been confirmed to the Purchaser and the Purchaser has agreed not to raise any requisition about the same;
- (c) The terms, conditions, restrictions and obligations contained in the said Sale Agreement and these presents to be complied with and/or observed and performed by the Purchaser during his period of ownership of the said Row Bungalow;

and has agreed not to raise henceforth any objection or make any kind of requisition, whatsoever or howsoever, regarding the above and also waives his right, if any, to do so.

NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in consideration of payment for a total amount of Rs. [•]/- (Rupees [•] only) and more fully described in the Memo of Consideration hereunder written by the Purchaser to the Promoter paid at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part

thereof doth hereby acquit release and forever discharge the Purchaser and the said Row Bungalow being hereby conveyed), the Owners and the Promoter doth hereby grant convey sell transfer release assign and assure unto and in favour of the Purchaser **ALL THAT** the Row Bungalow No. [Type _+ Row Bungalow No] (said Row Bungalow) having-

Row Bungalow No._- Bungalow Type -	Carpet area (sq ft)	Built up area (sq ft)
Ground floor		
First Floor		
First Floor Balcony		
Second Floor		
Open Terrace (if any)		
TOTAL		

PLOT AREA	Square feet	Cottahs

TOGETHER WITH the piece or parcel of land thereunto belonging whereon or on part whereof the said Row Bungalow will be developed and containing an area of [•] sq ft more or less being demarcated portion of the Project Land and comprised in Dag Nos. [•](said "Plot") including car parking space ("Parking Space") on the said Plot, Together With the right to use the proportionate indivisible share in the Common Areas, Amenities and Facilities of the Project, to be used with all other allottees of the Project (**Project Common Areas, Amenities and Facilities**) morefully mentioned in the **THIRD SCHEDULE** as

permissible under applicable law, and more particularly mentioned and described in the **SECOND SCHEDULE** hereunder written **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the said Row Bungalow **AND** all the estate right title interest property claim and demand whatsoever of the Owners and the Promoter into or upon the said Row Bungalow **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Row Bungalow **TO HAVE AND TO HOLD** the said Row Bungalow and every part thereof unto and to the use of the Purchaser absolutely and forever **SUBJECT NEVERTHELESS TO** the Purchaser's covenants and agreements hereunder contained and on the part of the Purchaser to be observed fulfilled and performed (including the restrictions terms conditions covenants and obligations set forth in the Said Sale Agreement and agreed to be paid, performed, observed and fulfilled by the Purchaser during the period of his ownership of the said Row Bungalow) **AND ALSO SUBJECT** to the Purchaser paying and discharging all municipal and other rates taxes and impositions on the said Row Bungalow wholly, and the Common Expenses, as more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written proportionately, and all other outgoings in connection with the said Row Bungalow wholly and the Project and in particular the Project Common Areas, Amenities and Facilities proportionately.

I.THE OWNERS AND THE PROMOTER DOTH HEREBY COVENANT WITH THE PURCHASER as follows:-

- i) The right, title and interest which the Owners and the Promoter doth hereby profess to transfer subsists and that the Owners and the Promoter have good right, full power and absolute authority to grant, sell, convey, transfer, assign and assure unto and to the use of the Purchaser, the said Row Bungalow in the manner aforesaid.
- ii) It shall be lawful for the Purchaser, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained, to hold use and enjoy the said Row Bungalow and every part thereof and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Owners and/or the Promoter or any person or persons claiming through under or in trust for them **AND** freed and cleared from and against all manner of encumbrances trusts liens and attachments whatsoever save only those as are expressly mentioned herein.

II. THE PURCHASER DOTH HEREBY COVENANT WITH THE OWNERS AND THE PROMOTER as follows:

1. The Purchaser shall have the exclusive rights over the said Row Bungalow and the said Plot on which the Row Bungalow is constructed. The rights of the Purchaser is limited to ownership of the said Bungalow alongwith a right to use (but not ownership of) the Project Common Areas, Amenities and

Facilities. The Project Common Areas, Amenities and Facilities shall be used and/or enjoyed by all the owners/occupiers of the Project and the Purchaser hereby accepts the same and shall not, under any circumstances, raise any claim, of ownership, contrary to the above.

2. The Purchaser agrees and binds himself that the Purchaser shall and will at all times hereafter abide by and observe the restrictions set-forth in the **FIFTH SCHEDULE** hereunder written and also those as contained in the said Sale Agreement.
3. The Purchaser has examined and is satisfied with the layout plan, specifications, amenities, facilities, fittings and fixtures provided in the said Row Bungalow, the Project and accepted the floor plan and the specifications, amenities and facilities which had been approved by the Competent Authority, as also the manner of construction thereof and have fully satisfied himself with regard thereto and agrees not to make any claim whatsoever.
4. The Purchaser is also fully satisfied about the title of the Owners to the Project Land, the documents relating to the title of the Project Land including the said Plot on which the said Row Bungalow is constructed, the right of the Owners and the Promoter, the Plan of the Project, the quality of the materials used in the said Row Bungalow, the workmanship and measurement of the said Row Bungalow, the carpet area whereof has been confirmed to the

Purchaser and the Purchaser agrees not to raise any requisition about the same.

5. The Purchaser further agrees that after taking over possession of said Row Bungalow, the Promoter shall not be liable to rectify any defect occurring under the following circumstances and agrees not to raise any claims whatsoever in this regard:

- i) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles made by the Purchaser, the Promoter shall not be responsible for waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
- ii) If there are changes, modifications or alteration in electrical lines and wirings, the Promoter will not be responsible for any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations done by the Purchaser;
- iii) If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not be responsible for door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;

- iv) If the Purchaser executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the said Row Bungalow by making any changes in the said Row Bungalow, then the Promoter shall not be responsible for any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes.
- v) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of walls and RCC beams and columns. Any such cracks are normal and needs to be repaired from time to time.
- vi) If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Purchaser or his / her agents in the manner in which same is required to be maintained.
- vii) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the common areas and/or in the said Row Bungalow going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.

viii) If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

6. The Purchaser agrees that the responsibility of the Promoter under the defect liability clause as stated in the said Sale Agreement shall not cover defects, damage or malfunction resulting from (a) misuse, (b) modifications or repairs done by the Purchaser or his/their nominees/agent, (c) cases of force majeure (d) failure to maintain the amenities and equipment (e) accident and (f) negligent use. Warranty for all consumables or equipment used such as generators, fittings and fixtures will be provided by the respective manufacturers on their standard terms. Provided that where the manufacturer warranty as shown by the Promoter to the Purchaser expires before the defect liability period and such warranties are covered under the maintenance of the Project and if the annual maintenance contracts are not done/renewed by the purchasers, the Promoter shall not be responsible for any defects occurring due to the same. The Purchaser is aware and the Purchaser agrees that the regular wear and tear includes minor hairline cracks on the external and internal walls excluding RCC structure which happens due to shrinkage in concrete, block work/brick work, plaster, which is inherent property of cementitious material and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. The Purchaser agrees that before any liability of defect is claimed by or on behalf of the Purchaser it shall be necessary to appoint an

expert/surveyor to be nominated by the Architect of the Project, who shall survey and assess the same and then submit a report to the Promoter stating the defects in material used in the structure of the Row Bungalow and/or workmanship executed.

7. The Purchaser has also examined and satisfied himself about all the permissions and licenses issued by the concerned authorities, including those relating to occupation of the said Row Bungalow, installation, maintenance and user, tube-well, generator and other utilities and facilities at the Project and fire safety under the West Bengal Fire Service Act, 1950 and rules made thereunder and also acquainted himself and accepted and agree to comply with the norms, conditions, rules and regulations with regard to the use and enjoyment thereof as well as of water, electricity, drainage, sewerage, etc.

9. On and from the Possession Date, the Purchaser binds himself to regularly and punctually pay the following amounts and outgoings:
 - i) Municipal and/or other rates and taxes, surcharge and water tax, if any and as assessed on the said Row Bungalow, directly to the competent authority **Provided That** so long as the said Row Bungalow is not separately assessed for the purpose of such rates and taxes, the Purchaser shall pay to the Maintenance Agency

proportionate share of all such rates and taxes assessed on the Project.

- ii) All other impositions, levies, cess, taxes and outgoings (including Urban Land Tax, betterment fees, development charges, Goods and Services Tax, etc.) whether existing or as may be imposed, increased or enhanced or levied at any time in future on the said Row Bungalow or on the Project by any Government or Statutory Authority or Authorities, wholly in case the same relates to the said Row Bungalow and proportionately in case the same relates to the Project, as the case may be.
- iii) Electricity charges for electricity consumed in or relating to the said Row Bungalow directly to the electricity supplying body or the Maintenance Agency, as the case may be.
- iv) Maintenance charges and proportionate share of all Common Expenses (excluding any contribution towards major repairs, renovation, etc. in or for the Project, as may be required at any time in future) as shall be assessed on the said Row Bungalow and demanded from time to time by the Promoter or, upon its formation, the Association, as the case may be. The said maintenance charges and the proportionate share of all Common Expenses shall however be subject to revision from time to time as be deemed fit and proper by

the Promoter, or the Association upon its formation, after taking into account the common services provided at the Project.

10. All payments mentioned herein shall, unless so otherwise mentioned, in case the same be monthly payments, shall be made to the Vendor or upon its formation, to the Association, within 7 days of each and every month for which the same becomes due and otherwise within 7 days to the Promoter or its nominee leaving its bill for or demanding the same at the above address of the Purchaser and the Purchaser shall keep the Promoter and the Association, upon its formation, indemnified against all losses damages costs claims demands actions and proceedings that may arise due to non payment or delay in payment thereof.
11. The apportionment of the liability of the Purchaser in respect of any item of expenses, tax, duty, levy or outgoings payable by the Purchaser in respect of the said Row Bungalow shall be done by the Promoter and the Association upon its formation and the same shall be final and binding on the Purchaser and the Purchaser shall not be entitled to raise any dispute or objection of any nature whatsoever nor shall the Purchaser be entitled to hold the Promoter or its nominee or the Association responsible to furnish any accounts, vouchers, bills, documents etc. or render explanation of expenses incurred by it in any manner.

12. The Purchaser shall, in case already not so done, within 6 months from the date hereof apply for and obtain separate assessment of the said Row Bungalow from the _____, and the Promoter shall sign necessary papers and declarations as may be required. In case the Purchaser fails to have such separation effected, then the Promoter shall be at liberty to have the same effected as the constituted attorney of and at the costs and expenses of the Purchaser.

13. The Purchaser shall permit the Promoter and, upon its formation, the Association and their surveyors or agents with or without workmen and others at all reasonable times upon 48 hours prior notice, except in case of emergency, to enter into and upon the said Row Bungalow and every part thereof for the purpose of repairing reinstating rebuilding cleaning lighting and keeping in order and good condition the sewers drains pipes cables water courses gutters wires structures or other conveniences belonging to or serving or used for the said Row Bungalow and also for the purpose of laying down reinstating repairing and testing drainage and water pipes and electric wires and cables and for similar purposes and also to view and examine the state and condition of the said Row Bungalow and the Purchaser shall make good all defects leakages and want of repairs within 7 days from the date of receiving notice in writing from the Promoter or the Association.

14. From the date of execution hereof and till the continuance of its ownership of the said Row Bungalow, the Purchaser shall:
- i) Use the said Row Bungalow only for the purpose of private dwelling or residence of respectable persons in a decent and respectable manner and for no other purposes;
 - ii) Use the Parking Space, if any, is expressly allotted to the Purchaser hereunder, only for the purpose of parking of his own motor vehicles and/or two-wheeler vehicles, as the case may be;
 - iii) Not use the roof of the said Row Bungalow for any undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Allottees and occupiers of row bungalows in the Project;
 - iv) Use the Project Common Areas, Amenities and Facilities in common with the other Allottees and the occupiers of the row bungalows in the Project and also to keep the same in a clean and orderly manner free from obstructions and encroachments and not store or allow anyone else to store any goods articles or things in the staircase, lobby, landings, pathways, passages or in any other common areas of the Project.

15. The Purchaser shall not do or permit to be done any act or thing which is likely to cause nuisance, annoyance or danger to the other allottees and occupants in the Project, as the case may be.
16. The Purchaser shall not make any additions or alterations to the said Row Bungalow (including internal partition walls, etc.) including but not limited to carrying out further constructions whether temporary or permanent in nature, nor shall change or alter or permit the alteration in the outside colour scheme of the exposed walls or any external walls or the elevation or façade of the said Row Bungalow or the Project and also not to decorate or paint or clad the exterior of the said Row Bungalow otherwise than in the manner as be agreed to by the Promoter or the Association in writing.
17. The Purchaser shall abide by, observe and perform all rules regulations and restrictions from time to time made in force by the Promoter or the Association (including those contained in the said Sale Agreement and in these presents) or the appropriate authorities for the use and management of the Project and every part thereof and in particular the Project Common Areas, Amenities and Facilities.
18. The Purchaser further agrees and covenants with the Promoter that the Purchaser shall at all times hereafter allow and permit unhindered access and use of the common areas to the other allottees and occupiers of the Row Bungalows in the Project. The Promoter accordingly agrees and covenant

with the Purchaser that the Purchaser shall likewise be entitled to the unhindered access and use of the Project Common Areas, Amenities and Facilities subject to the terms and conditions contained herein and rules and regulations referred to in clause 17 hereinabove. The Project Common Areas, Amenities and Facilities shall be conveyed and transferred to the Association in compliance of the Act or the Rules or Regulations or any other law from time to time, and the Purchaser agrees to co-operate with the Promoter without any demand or delay to have the Project Common Areas, Amenities and Facilities transferred to the Association by attending the execution and registration of the Deeds of Transfer / Sale made in favour of the Association and bearing the proportionate cost of such transfer, as may be assessed by the Promoter or the Association or do all such acts and deeds, as may be required by the Promoter.

19. The Purchaser shall have no objection for the Promoter
- (a) to carry out construction activities on the uncompleted areas and common areas within the said Project;
 - (b) the erection of temporary separation wall and fencing, construction access, concrete batching plant, temporary workers quarters, and working area., etc on the Project Land, which may cause some inconvenience due to noise, dust, lighting and extended working hours.

20. The Purchaser shall not claim any damages due to any on site operations for completion of the said Project in whatsoever manner.
21. The Purchaser shall not do any act, deed, matter or thing whereby the development and completion of the said Project or uncompleted areas and Row Bungalows is in any manner whatsoever, hindered, obstructed or impaired with.
22. The Purchaser shall not do any work which would jeopardize the soundness or safety of the said Project, reduce the value thereof or impair any easement nor shall the Purchaser add any material structure or excavate any additional basement or cellar or encroach upon any part of the common and open space including the common areas and facilities.
23. The Purchaser shall not seek partition or division or separate possession in respect of the said Row Bungalow under any circumstances.
24. The Purchaser shall not enclose the terrace/ balconies/utility areas under any circumstances.

III. AND IT IS HEREBY MUTUALLY AGREED DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO as follows:

1. The properties benefits and rights hereby conveyed unto and in favour of the Purchaser is and shall be one lot and shall not be partitioned or dismembered in part or parts and the Purchaser shall also not claim any division or partition. It is further agreed and clarified that any transfer of the said Row Bungalow by the Purchaser shall not be in any manner inconsistent herewith and the covenants herein shall run with the land and the transferee of the Purchaser shall too be bound to abide by the rules and regulations framed for the Project and become a member of the Association.

2. All the Row Bungalows and other constructed areas as well as the other open and covered spaces in the Project or the Project Land, as the case may be, until the same be disposed of by the Promoter, shall remain the exclusive property of the Promoter and the Purchaser shall not claim any right or share therein.

3. After the allotment and transfer of all the Row Bungalows in the Project or earlier, as the case may be, the Association shall be formed and the Purchaser and the other allottees of the Project shall be the members thereof, each having voting rights therein in accordance with the Act and the Rules. The Purchaser shall, alongwith the other allottees in the Project, sign and execute all papers, documents, declarations and applications for the purpose of formation of the Association and its taking charge of the acts relating to the Common Purposes.

4. Until such time the Association is formed and takes charge of the acts relating to the Common Purposes, the Promoter or its nominees shall manage and maintain the Project and look after the Common Purposes **Subject However** to the Purchaser making payment of the proportionate share of maintenance charges, the Common Expenses and all other charges and expenses in terms hereof.

5. Upon formation of the Association and its taking charge of the acts relating to the Common Purposes all the rights and obligations with regard to the Common Purposes shall be and/or stood transferred by the Promoter and/or its nominees to the Association. All references to the Promoter herein with regard to the Common Purposes shall thenceforth be deemed to be reference to the Association.

6. In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amounts payable by the Purchaser under these presents and/or in observing and performing the covenants terms and conditions of the Purchaser hereunder, then the Promoter and upon its formation and taking charge of the acts relating to the Common Purposes, the Association, shall be entitled to:-
 - (i) claim interest at the rate equivalent to the prevailing Prime Lending Rate of the State Bank of India plus 2 % per annum on all the outstanding amounts.

- (ii) demand and directly realise the amounts becoming due and payable to the Purchaser by any tenant or licensee or other occupant in respect of the said Row Bungalow.
 - (iii) discontinue supply of water to the said Row Bungalow.
 - (iv) Disconnect electricity in the said Row Bungalow.
 - (v) withhold and stop use of all other utilities and facilities to the Purchaser and his family members, guests, tenants or licensees.
 - vi) recover all costs including costs of litigation, lawyer fees and all other costs that may be incurred by the Promoter/Association to recover the amounts due from the Purchaser.
7. The bills for maintenance charges / Common Expenses, electricity charges, and other charges payable by the Purchaser to the Promoter and/or their nominees and upon its formation to the Association, shall be deemed to have been served upon the Purchaser, in case the same is left in the letter box of the said Row Bungalow.
8. The Project shall together at all times as a Row housing complex bear the name "**Southern Vista**" or such other name as be decided by the Promoter from time to time and none else.
9. In the event that any provision of this Deed is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indication of the same is received by either of the parties

from any relevant competent authority, the parties shall amend the provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of the parties, it may be severed from this Deed and the remaining provisions of this Deed shall remain in full force.

10. The Purchaser shall bear registration charges including the stamp duty, registration fees, legal fees and such other expenses in respect of registration of this Deed of Conveyance.
11. The provisions of said Sale Agreement and any other prior agreement between the parties to the extent contrary to or inconsistent with these presents shall stand superseded.
12. All other provisions, right and obligations, covenants and representations of the Purchaser, contained in the said Sale Agreement, which are not in conflict with this Deed, shall be treated as part and parcel of this Deed and shall be deemed to be incorporated in this Deed by reference.
13. Any dispute arising in respect of this Deed shall only be referred to arbitration of a single Arbitrator to be appointed by the Promoter under the provisions of the Arbitration and Conciliation Act, 1996, as may be amended from time to time. The decision of the Arbitrator so appointed shall be binding on the parties. The arbitration proceedings shall be carried out in

the English language. The arbitration proceedings shall be held at Kolkata and the Courts in Kolkata shall alone have jurisdiction in this regard.

THE FIRST SCHEDULE ABOVE REFERRED TO :

PART - A

(Description of the Project Land)

ALL THAT the piece and parcel of land measuring 16.96 Bighas, be the same a little more or less, together with structures erected thereon comprised in *Dag nos.* 713/1694, 725, 728 (P), 729, 731, 733, 797, 797/1664, 799, 800, 807, 808, 809, 810, 811 (P), 812, 815 (P), 821, 822, 823(P), 824, 829(P) & 889, Khaitan Nos. 1168, 1171, 1170, 1169, 1167, 1160, 1156, 1155, 1154, 1448, 1449, 1447, 1446, 1445, 1468, 1432, 1437, 1435, 1443, 1444, 1462, 1463, 1456, 1457, 1459, 1458, 1441, 1460, 1440, 1269, 1270, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1279, 1280, 1281, 1282, 1283, 1284, 1439, 1436, 1434, 1433 1543, 1541, 1539, 1537, 1545, 1549, 1522, 1592, 1593, 1594, 1595, 1596, , lying and situated at Mouza-Bade Hugli, J.L. No. 80, P.S. Sonarpur, A.D.S.R.O Sonarpur, Poleghat Gram Panchayat, District-South 24 Parganas, and butted and bounded as follows:

On the North : Dag No. 888, 887, 803, 804, 805, 806, 818, 811(P), 815(P), 820, 829(P)

On the South : Dag No. 798, 732, 734, 728(P), 726, 724, 713, 825, 826, 705, 828.

On the East : Eastern Metropolitan Bye Pass

On the West : Panchayat Road, Dag No. 794, 795, 796, 798, 732.

The Project Land is comprised of aforesaid Dags in the following manner:

SL. No.	L.R. Dag No.	Area (in decimals)
1	725	23
2	729	14
3	731	32
4	733	17
5	797	14
6	799	57
7	800	36
8	807	17
9	808	31
10	809	34
11	810	12
12	811 (P)	52
13	812	53
14	815 (P)	43.56
15	821	34
16	822	16
17	823 (P)	4.75
18	824	3
19	829 (P)	26.45

SL. No.	L.R. Dag No.	Area (in decimals)
20	889	10
21	713/1694	11
22	728 (P)	10
23	797/1664	10
560.76		

PART - B

(Devolution of Title)

- A. The Owners herein from time to time have purchased the Project Land and the details of such purchase is as follows:

<u>Mouza - Bade Hugli, J.L. - 80, P.S. - Sonarpur, Dist. 24 Parganas (S)</u>							
SL. No.	L.R. Dag No.	Total Area in Decimals	Purchased area in decimal	Name of Owners	Deed Nos. & year	Date of Regn	khatia n Nos.
1	821	34	34	Ebony Buildcon LLP	3327/201	11.04.2012	1168
				Ebony Tower Pvt. Ltd.	2		1171
				Ebony Enclave Pvt. Ltd.			1170
				Ebony Complex LLP			1169

				Ebony Developers Pvt. Ltd.			1167
				Eligible Devcon Pvt. Ltd.			1160
2	822	16	16	Ebony Buildcon LLP	3334/201	11.04.2012	1168
				Ebony Tower Pvt. Ltd.	2		1171
				Ebony Enclave Pvt. Ltd.			1170
				Ebony Complex LLP			1169
				Ebony Developers Pvt. Ltd.			1167
				Eligible Devcon Pvt. Ltd.			1160
3	823(P)	10	4.75	Ebony Buildcon LLP	3334/201	11.04.2012	1168
				Ebony Tower Pvt. Ltd.	2		1171
				Ebony Enclave Pvt. Ltd.			1170
				Ebony Complex LLP			1169
				Ebony Developers Pvt. Ltd.			1167
				Eligible Devcon Pvt. Ltd.			1160

4	824	3	3	Ebony Buildcon LLP	3327/201	11.04.2012	1168
				Ebony Tower Pvt. Ltd.	2		1171
				Ebony Enclave Pvt. Ltd.			1170
				Ebony Complex LLP			1169
				Ebony Developers Pvt. Ltd.			1167
				Eligible Devcon Pvt. Ltd.			1160
5	829 (P)	66	26.45	Interface Developers Pvt. Ltd.	3427/201	11.04.2012	1156
				Imagine Infra Projects LLP	2		1155
				Wonder Realestate Pvt. Ltd.			1154
6	713/1 694	11	11	Roxy Realtors pvt. Ltd	1681/201	11.03.2016	1448
				Settlement Realtors pvt. Ltd	1680/201		1449
				Rajat Foundation pvt. Ltd.	4203/201	22.05.2012	1447
				Rosine Nirman LLP	2, 3020/201	14.06.2017	1446
				Dhansanchay	7		1445

				Properties LLP			
				Prosperous Infrastructure LLP	7105/201 5	24.09.2015	1468
				Marvelous Buildcon LLP	7294/201 6,	08.12.2016	1432
				Remarkable Abasan Pvt. Ltd.	7296/201 6,		1437
				Richtouch Realestate Pvt. Ltd.	7339/201 6,	13.12.2016	1435
				Siddhibhumi Housing Pvt. Ltd.	7340/201 6,		1443
				Skyspace Infrastructure Pvt. Ltd.	7550/201 6	22.12.2016	1444
7	809	34	34	Roxy Realtors Pvt. Ltd	1681/201 6	11.03.2016	1448
				Settlement Realtors Pvt. Ltd	1680/201 6		1449
				Rajat Foundation Pvt. Ltd.	4203/201 2,	22.05.2012 14.06.2017	1447
				Rosine Nirman LLP	3020/201		1446
				Dhansanchay Properties LLP	7		1445
				Prosperous Infrastructure LLP	7105/201 5	24.09.2015	1468

				Marvelous Buildcon LLP	7294/201 6,	08.12.2016	1432
				Remarkable Abasan Pvt. Ltd.	7296/201 6,		1437
				Richtouch Realestate Pvt. Ltd.	7339/201 6,	13.12.2016	1435
				Siddhibhumi Housing Pvt. Ltd.	7340/201 6,		1443
				Skyspace Infrastructure Pvt. Ltd.	7550/201 6	22.12.2016	1444
8	810	12	12	Roxy Realtors pvt. Ltd	1681/201 6	11.03.2016	1448
				Settlement Realtors pvt. Ltd	1680/201 6		1449
				Rajat Foundation pvt. Ltd.	4203/201 2,	22.05.2012 14.06.2017	1447
				Rosine Nirman LLP	3020/201		1446
				Dhansanchay Properties LLP	7		1445
				Prosperous Infrastructure LLP	7105/201 5	24.09.2015	1468
				Marvelous Buildcon LLP	7294/201 6,	08.12.2016	1432
				Remarkable Abasan	7296/201		1437

				Pvt. Ltd.	6,		
				Richtouch Realestate Pvt. Ltd.	7339/201	13.12.2016	1435
				Siddhibhumi Housing Pvt. Ltd.	7340/201		1443
				Skyspace Infrastructure Pvt. Ltd.	7550/201 6	22.12.2016	1444
9	731	32	32	Dhiman Realtors Pvt. Ltd.	5618/201 5,	30.06.2015	1462
				Fennel Infracon Pvt. Ltd.	5619/201 5,		1463
				Fancy Infracon Pvt. Ltd.	5620/201 5 5621/201 5		1456
10	797	14	14	Astonising Developers Pvt. Ltd.	6508/201 4	20.08.2014	1457
				Attractive Housing Pvt. Ltd.	6509/201 4		1459
				Enjoyment Projects Pvt. Ltd.			1458
				Greenhigh Realcon Pvt. Ltd.			1441

				Greenimage Realty Pvt. Ltd.			1460
				Pleasure Tower Pvt. Ltd.			1440
11	799	57	57	Astonising Developers Pvt. Ltd.	6510/201 4,	20.08.2014	1457
				Attractive Housing Pvt. Ltd.	6511/201 4,		1459
				Enjoyment Projects Pvt Ltd.	6512/201 4,		1458
				Greenhigh Realcon Pvt. Ltd.	6513/201 4,		1441
				Greenimage Realty Pvt. Ltd.	6514/201 4,		1460
				Pleasure Tower Pvt. Ltd.	6515/201 4 6516/201 4		1440
12	807	17	17	Quickgrow Properties LLP	4199/201 4	03.06.2014	1269
				Rajat Projects Pvt. Ltd.	4202/201		1270
				Rosette Properties Pvt. Ltd.	4		1271
				Sapnasuraha Nirman			1273

				Pvt. Ltd.			
				Gajgamini Realcon LLP			1274
				Lovedeal Nirman LLP			1275
				Alokbarsha Properties Pvt. Ltd.			1276
				Sukalyan Properties Pvt. Ltd.			1277
				Mangalbarsha Properties LLP			1278
				Magnetictouch Properties Pvt. Ltd.			1279
				Jagran Properties Pvt. Ltd.			1280
				Aqualina Properties LLP			1281
				Touchwin Properties LLP			1282
				Subhakamana Developers Pvt. Ltd.			1283
				Rudramala Realty Pvt. Ltd.			1284
13	808	31	31	Quickgrow Properties LLP	4196/201 4, 4197/201	03.06.2014	1269
				Rajat Projects Pvt. Ltd.			1270

			Rosette Properties Pvt. Ltd.	4, 4203/201		1271
			Sapnasuraha Nirman Pvt. Ltd.	4 4204/201		1273
			Gajgamini Realcon LLP	4		1274
			Lovedeal Nirman LLP			1275
			Alokbarsha Properties Pvt. Ltd.			1276
			Sukalyan Properties Pvt. Ltd.			1277
			Mangalbarsha Properties LLP			1278
			Magnetictouch Properties Pvt. Ltd.			1279
			Jagran Properties Pvt. Ltd.			1280
			Aqualina Properties LLP			1281
			Touchwin Properties LLP			1282
			Subhakamana Developers Pvt. Ltd.			1283
			Rudramala Realty Pvt. Ltd.			1284
			Rajat Foundation Pvt			1272

				Ltd			
14	811 (P)	68	52	Quickgrow Properties LLP.	4184/201 4,	03.06.2014	1269
				Rajat Project Pvt. Ltd.	4194/201 4,		1270
				Rosette Properties Pvt. Ltd.	4195/201 4		1271
				SapnasurahaNirman Pvt. Ltd.	4198/201 4		1273
				GajgaminiRealcon LLP			1274
				LovedealNirman LLP			1275
				Alokbarsha Properties Pvt. Ltd.			1276
				Sukalyan Properties Pvt. Ltd.			1277
				Mangalbarsha Properties LLP			1278
				Magnetictouch Properties Pvt. Ltd.			1279
				Jagran Properties Pvt. Ltd.			1280
				Aqualina Properties LLP			1281
				Touchwin Properties LLP			1282
				Subhakamana			1283

				Developers Pvt. Ltd.			
				Rudramala Realty Pvt. Ltd.			1284
15	812	53	53	Quickgrow Properties LLP.	4185/201 4,	03.06.2014	1269
				Rajat Project Pvt. Ltd.	4186/201		1271
				Rosette Properties Pvt. Ltd.	4, 4188/201		1272
				SapnasurahaNirman Pvt. Ltd.	4, 4189/201		1273
				GajgaminiRealcon LLP	4,		1274
				LovedealNirman LLP	4190/201		1275
				Alokbarsha Properties Pvt. Ltd.	4 4191/201		1276
				Sukalyan Properties Pvt. Ltd.	4		1277
				Mangalbarsha Properties LLP			1278
				Magnetictouch Properties Pvt. Ltd.			1279
				Jagran Properties Pvt. Ltd.			1280
				Aqualina Properties LLP			1281
				Touchwin Properties			1282

				LLP			
				Subhakamana Developers Pvt. Ltd.			1283
				Rudramala Realty Pvt. Ltd.			1284
16	815 (P)	44	43.56	Shivrashi Abasan Pvt. Ltd.	5305/201 4,	09.07.2014	1439
				Subhlife Real Estate Pvt. Ltd.	5306/201 4,		1436
				Swarnachura Properties Pvt. Ltd.	5307/201 4,		1434
				Ultrafocus Properties Pvt. Ltd.	5308/201 4, 5309/201 4 5310/201 4		1433
17	800	36	36	Aadrika Commercial Pvt. Ltd.	2641/201 7	25.05.2017 02.03.2019	1541
				Exceptional Properties LLP	2160/201 9		1543
				Petunia Commotrade Pvt. Ltd.			1537
				Ebony Complex LLP			1545
				Ebony Buildcon LLP			1539

18	889	10	10	Fabulous Nirman Pvt. Ltd.	4823/201 7	11.09.2017	1549
19	797/1 664	10	10	Aadrika Distributors Pvt. Ltd.	6470/201 7, 0585/201 8, 1308/201 8 3005/201 8	13.12.2017, 01.02.2018, 07.03.2018, 15.05.2018	1522
20	729	14	14	Rajat Blisscity Infrastructure Pvt. Ltd. Dayaswarup Commodeal Pvt. Ltd.	1069/201 9	19.02.2019	1594 1592
21	725	23	23	Roxy Realtors Pvt. Ltd Settlement Realtors Pvt. Ltd Rajat Foundation Pvt. Ltd.	1681/201 6 1680/201 6 4203/201 2,	11.03.2016 22.05.2012 14.06.2017	1448 1449 1447

				Rosine Nirman LLP	3020/201		1446
				Dhansanchay Properties LLP	7		1445
				Prosperous Infrastructure LLP	7105/201 5	24.09.2015	1468
				Marvelous Buildcon LLP	7294/201 6,	08.12.2016	1432
				Remarkable Abasan Private Limited	7296/201 6,		1437
				Richtouch Realestate Private Limited	7339/201 6,	13.12.2016	1435
				Siddhibhumi Housing Private Limited	7340/201 6,		1443
				Skyspace Infrastructure Private Limited	7550/201 6	22.12.2016	1444
22	733	17	17	Dayaswarup Commodeal Pvt. Ltd.			1592
				Ultrashine Real Estate Pvt. Ltd.			1593
				Quickgrow Housing Pvt. Ltd.			1595
23	728(P)	20	10	Durvish Shoppers Pvt. Ltd.	1727/201 9	19.03.2019	1596

- B. By virtue of a Joint Development Agreement dated 16th July, 2020 made between the Owners herein , therein referred to as the Owners of the One Part and the Promoter herein, therein referred to as the Developer of the Other Part and registered with the office of Additional Registrar of Assurances IV, Kolkata in Book No. I, Vol No. 1904-2020, Pages 201900 to 202143 being Deed No. 190403397 for the year 2020, the Owners therein at and for the consideration therein mentioned appointed the Promoter herein as the Developer, for development of a real estate project on the Project Land.
- C. Subsequent thereto by a Power of Attorney dated [■] and registered with the Additional Registrar of Assurances IV, Kolkata in Book No. IV, Volume No. [■], Pages [■] to [■], Being No. [■] for the year 2020, the Owners have appointed the Promoter as their Constituted Attorney and have authorized the Promoter to act in their place and stead and to represent them in all matters and purposes concerning the said Project

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Description of the Said Row Bungalow)

ALL THAT the residential Row Bungalow No. [•] having carpet area of [•] square feet more or less, along with balcony having an area of [•] square feet more or less, built up area of [•] sq ft more or less Together with the piece or parcel of land thereunto belonging whereon or on part whereof the said Row Bungalow will be developed and containing an area of [•] sq ft more or less being demarcated portion of the Project Land and comprised in Dag Nos. [•] ("**said Plot**") along with [•] parking space (s) ("**Parking Space**") on the said Plot,

Together With the right to use proportionate indivisible share in the Common Areas, Amenities and Facilities of the Project, as and when they are constructed or made ready and fit for use, to be used with all other allottees of the Project (**Project Common Areas, Amenities and Facilities**) in the Project named Southern Vista at Mouza-Bade Hugli, J.L. No. 80, P.S. Sonarpur, A.D.S.R.O Sonarpur, Poleghat Gram Panchayat, District-South 24 Parganas.

The layout of the Row Bungalow and the Parking Space are delineated on the Plan A annexed hereto and bordered in colour Green thereon.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Description of the Project Common Areas, Amenities and Facilities)

(PROJECT COMMON AREAS AND AMENITIES)

- A.** Entire Project Land other than the land of the several plots sold to the different allottees of the Project.
- B. Club:**
1. AC community cum multipurpose hall with lawn along with pantry and toilet
 2. AC gymnasium
 3. AC indoor games room

4. Swimming pool along with deck
5. Kid's pool
6. Male and female separate changing room with toilets and steam room
7. Multi-activity zone
8. Stepped water feature
9. Amphitheatre
10. Outdoor children's play area

C. Smart Security System:

1. 24x7 security post with elegant gate house
2. Boom barrier installed on the main gate
3. 24 x7 CCTV surveillance at main entrance and common area
4. Intercom connectivity
5. State of the art IP video door phone within every bungalow

D. Other Facilities:

1. Junction pavilion
2. Pond along with water edge plantation and Coconut Palm avenue
3. Seating square
4. Adda park
5. Walkway, Jogging & Cycling track
6. Sewage treatment plant
7. Fire fighting system

8. Central garbage collection system
9. 24 x 7 power back up in common area
10. Water treatment plant
11. 24 x 7 water supply
12. Facility management service

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Common Expenses)

1. **MAINTENANCE:** All costs and expenses for maintaining, white-washing, painting, repainting, repairing, renovating and replacing the common area machineries, equipments installations and accessories for common services, utilities and facilities.
2. **OPERATIONAL:** All expenses for running and operating all machineries, equipments, installations and accessories for common facilities and utilities (including generator, water pump with motor etc.).
3. **STAFF:** The salaries of and all other expenses on the staff to be employed for the Common Purposes (including bonus and other emoluments and benefits).
4. **ASSOCIATION:** Establishment and all other expenses of the Association (including its formation) and also similar expenses of the Promoter or any agency looking after the Common Purposes until handing over the same to the Association.
5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the Project or any part thereof (save those assessed separately in respect of the Said Row Bungalow).

6. **INSURANCE:** Insurance premium for insuring the Building against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities (including electricity, water, etc.) and all charges incidental thereto.
8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
9. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Promoter and/or the Association for the Common Purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO:
(Restrictions imposed on the Purchaser).

1. The Purchaser agrees undertakes and covenants to:
 - a) Permit the Promoter, Maintenance Agency and Association and their respective men agents and workmen to enter into the said Row Bungalow for the Common Purposes of the Project;
 - b) Deposit the amounts for various purposes as may be required by the Promoter / Maintenance Agency or the Association;
 - c) 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, slabs and columns passing through the said Row Bungalow or the Project Common Areas for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise;
 - d) Sign and deliver to the Promoter all papers applications and documents for obtaining separate electricity meter or electricity connection for and in respect of the said Row Bungalow from the service provider in the name of the Purchaser and until the same is obtained, the Promoter may provide or cause to be provided

- reasonable quantum of electricity to be drawn by the Purchaser at his cost upon installation of electricity sub-meter in or for the said Row Bungalow and the Purchaser shall pay all charges for electricity on the basis of reading of such sub-meter and as billed by the Promoter;
- e) Bear and pay the Common Expenses and other outgoings in respect of the said Project proportionately, and the said Row Bungalow wholly.
 - f) Pay for gas, (if any) generator, integrated communication facilities, cable TV and other utilities consumed in or relating to the said Row Bungalow;
 - g) Allow the other allottees the right of easements and/or quasi-easements;
 - h) Regularly and punctually make payment of the Common Expenses, Maintenance Charges, Generator / Electricity Charges, Municipal Corporation Taxes and other payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier;
 - i) Observe and comply with such other covenants as be deemed reasonable by the Promoter for the Common Purposes;
 - j) Not to use the said Row Bungalow or permit the same to be used for any purpose other than a private dwelling place of families;
 - k) Not to do or suffer any thing to be done in or about for the said Row Bungalow which may cause or tend to cause or tantamount to cause any damages to the floors or ceiling of the said Row Bungalow or in any manner interfere with the use and enjoyment thereof or of any open spaces, passages or amenities available for common use;
 - l) Not to demolish or cause to be demolished the said Row Bungalow or any part thereof at any time or any of the fittings and fixtures thereof;
 - m) Not to make in the said Row Bungalow any structural alterations of a permanent nature except with the prior approval in writing of the Promoter and the municipal corporation and all other concerned or statutory authorities;
 - n) Not to carry out or permit to be carried out any illegal or immoral or hazardous activities in the said Row Bungalow;

- o) Not to store or keep any hazardous or dangerous or combustible or exceptionally heavy materials or things in the said Row Bungalow or to hang from or attach to the rafters or beams any heavy materials which may damage or endanger the structural stability of the said Row Bungalow;
- p) Not to put any nameplate or letter box or neon-sign or board in the Project Common Areas or on the outside wall of the Bungalow save at the place as be approved or provided by the Promoter Provided However that nothing contained herein shall prevent the Purchaser from putting a decent nameplate on the outer face of the main door of the said Row Bungalow;
- q) 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 Row Bungalow or any portion thereof;
- r) Not to install or fix air-conditioners, dish antennas or other apparatus on the exterior walls of the Bungalow, save at places specified / fixed and in a manner as indicated by the Promoter;
- s) Not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance of the said Row Bungalow or any part of the said Project or may cause any increase in the premium payable in respect thereof;
- t) Not to decorate the exterior of the said Row Bungalow otherwise than in the manner agreed by the Promoter/Maintenance Agency/Association in writing or in the manner as nearly as may be in which it was previously decorated;
- u) Not to store or permit any one to store any goods or things and neither to deposit or throw or permit to be deposited or thrown any garbage, dirt, rubbish or refuse or waste in or around the common passages or in any other common areas or installations;
- v) Not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other row bungalows;

- w) Not to partition the said Row Bungalow by metes and bounds;
- x) Not to shift or obstruct any windows or lights in the said Row Bungalow;
- y) 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 Row Bungalow without the prior consent in writing of the Promoter and/or the Association;
- z) Not to park or allow anyone to park any car, two-wheeler or other vehicles at any place other than the space earmarked for parking car(s) or two wheeler(s) of the Purchaser,(Said Parking Space) if any, mentioned in the **SECOND SCHEDULE** hereto; and
- aa) Not to let out or part with possession of the said Parking Space, if so agreed to be acquired by the Purchaser hereunder, independent of the said Row Bungalow and to use the same only for the purpose of parking of a such motor cars or two-wheelers, as the case may be.
- bb) Not to park any car or two-wheeler in the Project Land if the Purchaser has not acquired any Parking Space therein, and to park only one car or two-wheeler in one Parking Space and not more than one, even if there be space for more than one in the Parking Space.

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

SIGNED AND DELIVERED by the
withinnamed **OWNERS** at **Kolkata** in the
presence of:

As the Constituted Attorney of the Owners

SIGNED AND DELIVERED by the
withinnamed **PROMOTER** at **Kolkata** in the
presence of:

SIGNED AND DELIVERED by the
withinnamed **PURCHASER** at **Kolkata** in
the presence of:

RECEIPT

RECEIVED on the day month and year first
above written of and from the withinnamed
Purchaser the withinmentioned sum of Rs.
..... /- paid as and by way of full
consideration in terms of these presents as per
Memo below.

Rs. /-

(Rupees only)

MEMO OF CONSIDERATION:

RECEIVED as follows :

(Rupees only)

WITNESSES:

DATED THIS DAY OF

2020

BETWEEN

AQUALINA PROPERTIES LLP & 57 OTHERS

... OWNERS

AND

ARIZUMA PROJECTS LLP

... PROMOTER

AND

.....

... Purchaser

DEED OF CONVEYANCE

FOX & MANDAL,

Solicitors & Advocates,

206, AJC Bose Road,

Kolkata.