

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made this the \_\_\_\_\_ day of \_\_\_\_\_,  
Two Thousand and Twenty \_\_\_\_\_

**B E T W E E N**

**1. PARTIES:** Collectively being the '**Parties**' and individually '**Party**' as detailed herein below (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest, nominees, representatives, heirs, administrators, executors and assigns):

**1.1. OWNER:** Collectively being the Parties of the **First Part:**

- (i) M/s. Delmon Realty LLP** (LLPIN : AAH-2580) (PAN - AAMFD8063G), a Limited Liability Partnership Firm having been registered under the Limited Liability Partnership Act, 2008, having its registered office at 36/1A, Elgin Road, Kolkata – 700020 being represented by its Authorized Signatory **MR. ARINDAM BHATTACHARJEE** [PAN – ANLPB2915K, AADHAAR No. 857263520918] son of Madhu Sudan Bhattacharjee, aged about 36 years, by nationality Indian, by faith Hindu, by occupation Service, residing at 41, South A.B. Road, P.O. – Fingapara, P.S. – Bhatpara, North 24 Parganas, Pin – 743129, vide Board Resolution dated 19-11-2024;
- (ii) M/s. Silverling Realty LLP** (LLPIN : AAH-2592) (PAN - ADEFS1596G), a Limited Liability Partnership Firm having been registered under the Limited Liability Partnership Act, 2008, having its registered office at 36/1A, Elgin Road, Kolkata – 700 020 being represented by its Authorized Signatory **MR. ARINDAM BHATTACHARJEE** [PAN– ANLPB2915K, AADHAAR No. 857263520918] son of Madhu Sudan Bhattacharjee, aged about 36 years, by nationality Indian, by faith Hindu, by occupation Service, residing at 41, South A.B. Road, P.O. – Fingapara, P.S. – Bhatpara, North 24 Parganas, Pin – 743129, vide Board Resolution dated 19-11-2024;
- (iii) M/s. Samundar Retails Private Limited** (CIN : U74999WB2012PTC182151) (PAN - AARCS8673D) a Private Limited Company incorporated under the Companies Act, 1956 having its registered office at 17, Shyama Prosad Mukherjee Road, Kolkata – 700 025 being represented by its Authorized Signatory **MR. ARINDAM BHATTACHARJEE** [PAN – ANLPB2915K, AADHAAR No. 857263520918]

son of Madhu Sudan Bhattacharjee, aged about 36 years, by nationality Indian, by faith Hindu, by occupation Service, residing at 41, South A.B. Road, P.O. – Fingapara, P.S. – Bhatpara, North 24 Parganas, Pin – 743129, vide Board Resolution dated 19-11-2024;

**(iv) M/s. Riddhiman Shoppers Private Limited** (CIN : U74999WB2012PTC181580) (PAN - AAFCR9986G) a company incorporated under the Companies Act, 1956 having its registered office at 17, Shyama Prasad Mukherjee Road, Kolkata – 700 025 being represented by its Authorized Signatory **MR. ARINDAM BHATTACHARJEE** [PAN–ANLPB2915K, AADHAAR No. 857263520918] son of Madhu Sudan Bhattacharjee, aged about 36 years, by nationality Indian, by faith Hindu, by occupation Service, residing at 41, South A.B. Road, P.O. – Fingapara, P.S. – Bhatpara, North 24 Parganas, Pin – 743129, vide Board Resolution dated 19-11-2024;

**(v) Ram Naresh Agarwal** (PAN - ACYPA1903G) (Aadhaar No.5948 8963 0890) son of Late Nand Kishore Agarwal, aged about 58 years by nationality Indian, by faith Hindu, by occupation business, residing at Flat No.5B, 135G, S.P. Mukherjee Road, P.O. Kalighat, P.S. Tollygunge, Kolkata – 700026 being represented by its Authorized Signatory **MR. ARINDAM BHATTACHARJEE** [PAN – ANLPB2915K, AADHAAR No. 857263520918] son of Madhu Sudan Bhattacharjee, aged about 36 years, by nationality Indian, by faith Hindu, by occupation Service, residing at 41, South A.B. Road, P.O. – Fingapara, P.S. – Bhatpara, North 24 Parganas, Pin – 743129, vide Power of Attorney being no. 160200690 Dated 19-01-2026, Volume No. 1602-2026, Pages 60189 to 60204 being registered with D.S.R. II at Alipore, South 24 Parganas;

**(vi) Vinod Kumar Agarwal** (PAN - ACRPA8096M) (Aadhaar No. 6503 0696 9593) son of Late Nand Kishor Agarwal, aged about 56 years by nationality Indian, by faith Hindu, by occupation business, residing at South City Galaxy, 10th Floor, 10A 2, Justice Chandra Madhab Road, Oppt. - Homeland Mall, VTC- LR Sarani, P.O. L.R. Sarani, P.S. Bhawanipore, West Bengal, Kolkata – 700 020 being represented by its Authorized Signatory **MR. ARINDAM BHATTACHARJEE** [PAN –

ANLPB2915K, AADHAAR No. 857263520918] son of Madhu Sudan Bhattacharjee, aged about 36 years, by nationality Indian, by faith Hindu, by occupation Service, residing at 41, South A.B. Road, P.O. – Fingapara, P.S. – Bhatpara, North 24 Parganas, Pin – 743129, vide Power of Attorney being No. 160200603 Dated 16-01-2026, Volume No. 1602-2026, Pages from 59760 to 59774 being registered with D.S.R. II at Alipore, South 24 Parganas.

**1.2. PROMOTER/PROMOTER:** Being the Party of the **Second Part:**

**SRIJAN STAR REALTY LLP** (LLPIN – AAD-1110) (PAN - ACSFS1473R) a Limited Liability Partnership Firm incorporated under the Limited Liability Partnership Act 2008 having its regd. Office at 36/1A, Elgin Road, Kolkata – 700 020 represented by its Authorized Signatory **MR. BHAVESH KOTHARI** (PAN - AFNPK8074N) (Aadhaar No. 7232 5699 7772) son of Mr. Manharlal Kothari, aged about 59 years by nationality Indian, by faith Hindu, by occupation Service, residing at 7B, Lala Lajpatrai Sarani, Circus Avenue, Kolkata- 700020.

**1.3. PURCHASER/ALLOTTEE:** Collectively being the following Parties of the **Third Part:**

[If the Allottee is an individual]

Mr. \_\_\_\_\_, (PAN \_\_\_\_\_), (Aadhaar no. \_\_\_\_\_) son of \_\_\_\_\_ aged about ----- years, residing at \_\_\_\_\_

Or

[If the Allottee is the company]

\_\_\_\_\_ (CIN no. \_\_\_\_\_), a company incorporated under the provision of the companies act , [1956 or 2013 , as the case may be], having its registered office at \_\_\_\_\_ (PAN - \_\_\_\_\_), represented by its authorized signatory \_\_\_\_\_ (Aadhar No.\_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_

Or

[If the Allottee is the Partnership Firm or a LLP]

\_\_\_\_\_ a partnership firm (or a Limited (or A LLP) registered under the Indian Partnership Act, 1932 (or registered under the Limited Liability Partnership Act 2008) having its principal place of business at \_\_\_\_\_(PAN - \_\_\_\_\_ ), represented by its authorized Partner, \_\_\_\_\_(Aadhar No. \_\_\_\_\_ ) authorized vide \_\_\_\_\_

Or

[If the Allottee is a HUF]

Mr..... (PAN No.....) son of ....., aged about ....., for self and as the Karta of the Hindu Joint Mitakshara Family known as .....HUF, having its place of business/ residing at ....., PAN no. ....)

## **2. WHEREAS:**

- 2.1.** The Owners are seized and possessed of and/or sufficiently entitled to a large tract of land altogether measuring about **394.461 Decimal** equivalent to **238.65 Cottahs** or **11.93 Bigha** land more or less comprised in various R.S and L.R Dags of 353, 355, 356, 357, 358, 359 (P), 360 (P) as described below under Mouza – Sultanpur, J.L. No. 16, Police Station Baruipur, under Mallickpur Gram Panchayat in the District of South 24 Parganas and Various R.S / L.R Dags 255 (P), 256 (P) as described below under Mouza– Beralia, J.L. No. 17, Police Station Baruipur, under Mallickpur Gram Panchayat in the District of South 24 Parganas, hereinafter collectively referred to as the **‘Project Land’** more fully described in **SCHEDULE-A** hereunder.
- 2.2.** The Owners and the Promoter have entered into joint Development Agreement with Development Power of Attorney dated 19-01-2026 registered in the Office of D.S.R. II at Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 1602-2026, Pages from 60026 to 60105 Being No. 160200689 for the year 2026 and the Owners also granted necessary Power and authority to the Promoter to undertake the Development of the Project Land under the terms agreed therein.

- 2.3.** The Project Land is earmarked for the purpose of plot wise development comprising 54 independent plots connected with internal roads access, passages and other common areas and facilities as **First Phase** development of the Project named '**Anu Bhoomi Phase - 1**'.
- 2.4.** Mallickpur Gram Panchayat has granted the Commencement Certificate to develop the Project vide approval dated **24.02.2025** bearing no **41/A/MGP/2023**.
- 2.5.** The promoter has also obtained the final layout plan, sanctioned plan and approvals for the Project from Sanctioning Authority **Mallickpur Gram Panchayat** vide **Sanction Plan No. 41/A/MGP/2023** dated **24.02.2025** and annexed hereto and marked as "**ANNEXURE – B**". The Promoter shall not make any changes to these layout plans except in strict compliance with Section 14 of the Act and any other laws as applicable.
- 2.6.** The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata, bearing registration No. - **WBRERA/P/SOU/2025/003239** dated **03.08.2025**.
- 2.7.** The Promoter has since completed the development of the Plot No. \_\_\_\_\_ of the **First Phase** and obtained the Completion Certificate from the Competent Authority by Certificate bearing No. \_\_\_\_\_ dated \_\_\_\_\_.
- 2.8.** The Purchaser being aware of the Project and details given in the advertisements about the Project made by the Promoter and/or on visiting the model of the Row House/ Bungalow and based on the title assurance by the Promoter and/or their Advocate and after referring to the papers and documents supplied by them available on the link of the Promoter / RERA website, and the Allottee after prima facie satisfying himself /herself/ itself/ themselves about the rights of the Promoter and after inspection of the Plan, designs and specifications prepared by the Promoter's Architects and sanctioned by the Competent Authorities in respect of the Project / **First Phase** and all other permissions necessary for construction and development of the **First Phase** had applied for a Plot vide EOI/application

No. .... dated. ...., and based on the same, the Purchaser has been allotted/Booked the Plot bearing No. .... measuring about \_\_\_\_\_ sq. ft. more or less demarcated in annexed hereto and marked as “**ANNEXURE – A**” and pro rata share in the “common areas” (user right only since Common Area will be conveyed to Association) common parts, portions, facilities and amenities and also user right in the land beneath the building as defined under clause (n) of section 2 of the RERA Act and described in **SCHEDULE B**.

**2.9.** Pursuant to such allotment the Parties entered into an Agreement for Sale dated \_\_\_\_\_ registered with the \_\_\_\_\_ and recorded in Book No. I, Volume No. \_\_\_\_\_ at pages \_\_\_\_\_ to \_\_\_\_\_ and numbered as Deed No. \_\_\_\_\_ of 20\_\_\_\_, recording the terms and conditions governing the sale, transfer and conveyance made hereby in respect of the said Plot by the Owners and the Promoter unto and in favour of the Purchaser(s).

**2.10.** The Purchaser have:

- i) Fully satisfied himself/herself/ itself as to the title of the Owners and the right of the Promoter in respect of the said project land and the plot.
- ii) Inspected the said Development Agreement/s entered into between the Owner and the Promoter and all other relevant documents in original/copies, as may be applicable/available in respect of the Project.
- iii) Inspected the plan/s and all relevant approvals, permits, sanctions and NOCs issued by the authorities concerned in respect of the Project including the Unit constructed by the Promoter and agreed not to raise any objection with regard thereto.
- iv) Verified the location and site of the Plot including the egress and ingress hereof, common areas and facilities attributable to the said Plot and of the Project and also the area of the Plot and agreed not to dispute the same.
- v) Confirmed his/her/its legal capacity to enter into this Deed.
- vi) Confirmed that the right of the Purchaser shall remain restricted to the said Plot.

vii) Confirmed that the Promoter shall be entitled to change and/or alter and/or modify the said Plan including change of use of any part or portion of the Project and in that event the Purchaser shall have no objection to the application of common facilities to various extensions of the Project.

viii) Satisfied himself/herself/ itself as to the area of the Plot and also the common parts/portions which would be common for all the allottees of the various Plots comprised in the said project and has agreed not to challenge or dispute the same in any manner whatsoever or howsoever.

ix) Infrastructural stability, fittings and fixtures installed at the Common Areas.

x) Completion and finishing of the Project.

**2.11.** The Parties, relying on the confirmations, representations and assurances of each other and upon satisfaction to the compliance of the terms, conditions and stipulations contained in the said Agreement for Sale and all Applicable Laws, are now willing to enter into this Deed on the terms and conditions appearing hereinafter, to complete sale, transfer and conveyance made hereby in respect of the said Plot by the Owners and the Promoter unto and in favour of the Purchaser(s).

### **3. NOW THIS INDENTURE WITNESSETH THAT:**

**3.1.** In pursuance of the said Agreement for Sale and in Total Consideration of the sum of **Rs.** \_\_\_\_\_ /- (**Rupees** \_\_\_\_\_ **only**) of the lawful money of the Union of India well and truly paid by the Purchaser to the Promoter (the receipt whereof the Promoter doth hereby admit and acknowledge and of from the same and every part thereof forever acquit, release and discharge the Purchaser and the Plot, the Owner and the Promoter doth hereby grant, sale, transfer, convey, assign and assure unto and in favour of the Purchaser **ALL THAT** the said Plot more fully and particularly described in **Schedule - B** hereunder written, absolutely and forever free from all encumbrances, charges, liens, attachments, trusts, whatsoever or howsoever made or suffered by the Owners/Promoter or any person or persons having or claiming, either lawfully or equitably, claiming any estate or interest therein through under or in trust for the

Owners/Promoter **TOGETHER WITH** the right to use the common areas, installations and facilities as described in detail in **Schedule - C** hereunder written, in common with the Co-Purchaser **BUT SUBJECT TO** the Purchaser complying with the Terms and Conditions morefully set out in **Schedule - D** and Regulations and Rules morefully set out in **Schedule - F** and Reserved Rights in **Schedule - E** hereunder written **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the Unit **TO HAVE AND TO HOLD** the Plot hereby granted, transferred and conveyed and every part or parts thereof unto and to the use of the Purchaser.

**3.2. AND THE OWNER AND PROMOTER DOTH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS:**

- A. Notwithstanding any act deed matter or thing whatsoever by the or the Owner/Promoter done or executed or knowingly suffered to the contrary the Owner is or the Promoter are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the Plot hereby granted sold conveyed, transferred, assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same;
- B. Notwithstanding any act deed or thing whatsoever done as aforesaid the Owner and the Promoter now have good right full power and absolute authority to grant convey transfer sell and assign all and singular the Plot hereby conveyed transferred or expressed so to be unto and to the use of the Purchaser in the manner as aforesaid;
- C. The Plot hereby granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments leases or trust made or suffered by the Owner or the Promoter or any person or persons having or lawfully or equitably claiming any estate or interest thereon through under or in trust for the Owner or the Promoter;

- D. The Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Plot and receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Owner or the Promoter or any person or persons having or lawfully or equitably claiming as aforesaid;
- E. The Purchaser shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates, charges, encumbrances liens, attachments, or trust or claims and demands whatsoever created occasioned or made by the Owner or the Promoter or any person or persons lawfully or equitably claiming as aforesaid;
- F. The Owners or the Promoter and all persons having or lawfully or equitably claiming any estate or interest in the Unit or any part thereof through under or in trust for the or the Promoter shall and will from time to time and at all times hereafter at the request and cost of the Purchaser make do and execute or cause to be made done and executed all such further lawful acts deeds or things whatsoever for further better or more perfectly assuring the Unit and every part thereof unto and to the use of the Purchaser in the manner as aforesaid as shall or may be reasonably required;
- G. The Owners and the Promoter have not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and the Unit hereby granted, transferred and conveyed or expressed so to be or any part thereof is can or may be impeached, encumbered or affected in title or otherwise.
- H. The Promoter doth hereby further covenant with the Purchaser that unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser shall produce or cause to be produced to the Purchaser or to his/her/its attorneys or agents at or before any trial examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Unit and also shall at the like request and costs of the Purchaser deliver to the Purchaser such attested or other true copies

or extracts therefrom as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the same unobliterated and uncanceled;

- I. The Promoter has duly paid and discharged all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued.
- J. The Promoter shall be responsible to provide and maintain essential services in the Project by itself or facility management company till the taking over of the maintenance of the project/ phase by the association of Purchaser upon the issuance of the completion certificate of the project. The cost of such maintenance will be proportionately paid/borne by the Purchaser from the date of obtaining completion certificate. In case the formation of the Association is delayed due to no fault of the Promoter, the Promoter shall provide and maintain only the essential services in the said Project till the Association is formed and the said Project is handed over to the Association and the Purchaser shall be liable to pay to the Promoter or facility management company, the charges for such maintenance as fixed by the Promoter at actuals.

**3.3. AND THE PURCHASER SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID PLOT HEREBY CONVEYED HEREBY COVENANT WITH THE VENDOR** as follows:

- A. To observe, perform, comply with and fulfill the obligations, covenants and conditions on his/her/its/their part to be observed and performed contained in the EOI, the Booking Letter, Agreement for Sale and/or any relevant documents issued by the Promoter to the Purchaser in respect of the sale of the Unit as part and parcel of these presents.
- B. To become a member of the Unit Owners Association, upon its formation, without raising any objection whatsoever and also co-operate with the Federation to be formed as be deemed necessary and expedient by the

Promoter for the maintenance of the common areas and facilities common to all the phases to be constructed in the Said Land and also abide by all the rules and regulations restrictions and bye-laws as be framed and/or made applicable by the Promoter and/or the Unit Owners Association for the common purposes and shall also sign and execute all papers, documents and applications for the purpose of formation of the Unit Owners Association and the Federation and to do all the necessary acts deed and things.

- C. Not to hold the Promoter liable for rendering any accounts or explanation of any expenses incurred by it in its acts relating to the Common Purposes or to furnish any vouchers, bills, documents etc. in any manner and the Purchaser as well as the Unit Owners Association shall remain liable to indemnify and keep indemnified the Promoter and/or any person or persons nominated, appointed and/or authorized by the Promoter for all liabilities due to non-fulfillment of their respective obligations contained herein by the Purchaser and/or the Unit Owners Association.
- D. The Purchaser hereby confirms to pay additional charges on account of increased development charges payable to the competent authority and/or any other increase in charges, which is applicable but not levied or imposed before the issuance of completion certificate, by the competent authority in future against the notification/order/rule/regulation to that effect along. Further, in case CESC/WBSEDCL decides not to provide individual meters and instead make provision for transfer of bulk supply and Promoter provide sub meters to the individual Purchaser, the Purchaser hereby confirms pay proportionate Security Deposit to the Promoter.
- E. The Purchaser shall own in common with other Purchaser, the common areas, amenities and facilities of the Complex together with all easements, rights and appurtenances belonging thereto.
- F. The Purchaser confirms to pay all taxes, dues, outgoings, charges, impositions, rates, penalties, duties and/or levies in whatsoever nature, payable with respect to the said Unit to the competent Authorities after issuance of the completion certificate, from the date of Notice of Possession.
- G. The Purchaser shall, after taking possession, be solely responsible to maintain the Unit at his/her/its/their own costs and effort in good repair and condition and shall not do or suffer to be done anything in or to the Building, Block, or the Unit, or the staircases, lifts, common passages, corridors, circulation areas,

atrium or the compound or Complex which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit and keep the Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Project is not any way damaged or jeopardized.

H. Purchaser confirms to always hold and use the said Plot in conformity with the general terms under the Principle Agreement relating to future use of the each plots/Larger Land.

#### **3.4. HANDOVER OF POSSESSION OF THE SAID PLOT:**

Simultaneously with the execution of this deed of Conveyance the Vendor with the consent and concurrence of the Confirming Parties has made handover of vacant and peaceful possession of the said Plot to the Purchaser and the Purchaser hereby confirms to the same unconditionally.

#### **SCHEDULE - A:**

#### **(PHASE I – PROJECT LAND)**

All That the pieces and parcel of land containing an area of 394.461 decimal equivalent to 238.65 Cottahs or 11.93 Bigha be the same a little more or less situate lying at Various R.S. / L.R. Dags 353, 355, 356, 357, 358, 359, 360 as described below under Mouza – Sultanpur, J.L. No. 16, Police Station Baruipur, under Mallickpur Gram Panchayat in the District of South 24 Parganas and Various R.S. / L.R. Dags 255, 256 as described below under Mouza – Beralia, J.L. No. 17, Police Station Baruipur, under Mallickpur Gram Panchayat in the District of South 24 Parganas:

#### **RAM NARESH AGARWAL**

<b>SL. NO.</b>	<b>R.S/L.R .DAG</b>	<b>MOUZA</b>	<b>KHATIA N NO</b>	<b>LAND AREA PURCHASED</b>	<b>DEED NO.</b>	<b>DEED DATE</b>

	<b>NO.</b>					
1.	353	SULTANPUR	2007	22	4986/202 3	06/06/2023

**TOTAL LAND****22 decimal****DELMON REALTY LLP**

<b>SL. NO.</b>	<b>R.S/L.R .DAG NO.</b>	<b>MOUZA</b>	<b>KHATIAN NO</b>	<b>LAND AREA PURCHASE D</b>	<b>DEED NO.</b>	<b>DEED DATE</b>
1.	355	SULTANPUR	2297	50	6631/2022	30/06/2022
2	356	SULTANPUR	2297	41	6631/2022	30/06/2022
3.	360	SULTANPUR	2297	34	6631/2022	30/06/2022

**TOTAL LAND****125 decimal****SAMUNDAR RETAILS PRIVATE LIMITED**

<b>SL. NO .</b>	<b>R.S/L.R .DAG NO.</b>	<b>MOUZA</b>	<b>KHATIAN NO</b>	<b>LAND AREA PURCHASE D</b>	<b>DEED NO.</b>	<b>DEED DATE</b>
1.	357	SULTANPUR	1645	5.87	0927/2015	03.02.2015
2.	357	SULTANPUR	1589	16	0929/2015	03.02.2015
3.	357	SULTANPUR	1645	13.891	1328/2015	13.02.2015
4.	357	SULTANPUR	1586	3.2	4344/2015	22.05.2015
5.	357	SULTANPUR	1589	4.8	8115/2015	29.09.2015
6.	357	SULTANPUR	2018	20	2267/2018	09.04.2018
7.	358	SULTANPUR	1585	26	0928/2015	03.02.2015
8.	359	SULTANPUR	1533	10	6758/2014	27.08.2014
9.	359	SULTANPUR	1533	10	6759/2014	27.08.2014
10.	359	SULTANPUR	1533	10	6760/2014	27.08.2014
11.	359	SULTANPUR	1533	10	6761/2014	27.08.2014
12	359	SULTANPUR	1533	10	6762/2014	27.08.2014

13.	359	SULTANPUR	1533	10	6763/2014	27.08.2014
14.	359	SULTANPUR	1533	10	6766/2014	27.08.2014
15.	359	SULTANPUR	1533	1	6792/2014	27.08.2014

**TOTAL LAND****160.761 decimal**

**\*\*It is pertinent to mention that 1.904 decimal in Dag No. 357 (Deed No. 9418/2016) constitute additional land shown as purchased through devolution of title; however, such land has no physical existence on the ground.**

**RIDDHIMAN SHOPPERS PRIVATE LIMITED**

SL.N O.	R.S/L.R .DAG NO.	MOUZA	KHATIAN NO	LAND AREA PURCHASE D	DEED NO.	DEED DATE
1.	360	SULTANPUR	1532	18.18	0945/2015	06.02.2015
2.	360	SULTANPUR	1532	6.61	0561/2015	22.01.2015

**TOTAL LAND****24.79 decimal****SILVERLING REALTY LLP**

SL.N O.	R.S/L.R .DAG NO.	MOUZA	KHATIAN NO	LAND AREA PURCHASED	DEED NO.	DEED DATE
1.	255	BERALIA	1682	2.51	4343/2015	22.05.2015
2.	255	BERALIA	1682	19.4	5024/2015	11.06.2015
3.	256	BERALIA	2343	10	6764/2014	27.08.2014
4.	256	BERALIA	2343	10	6765/2014	27.08.2014

**TOTAL LAND****41.91 decimal**

**\*\*It is pertinent to mention that 1 decimal in Dag No. 256 (Deed No. 6791/2014) constitute additional land shown as purchased through devolution of title; however, such land has no physical existence on the ground.**

**VINOD KUMAR AGARWAL**

SL. NO.	R.S/L.R .DAG	MOUZA	KHATIAN NO	LAND AREA PURCHASED	DEED NO.	DEED DATE
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	<b>NO.</b>					
1.	256	BERALIA	2062	20	2677/2016	15.03.2016

**TOTAL LAND**

**20 decimal**

**SCHEDULE - B  
(THE SAID PLOT)**

**ALL THAT** the **Plot No.....** admeasuring ..... **square feet** more or less demarcated in the location Plan showing the Allotted Plot marked in RED border is annexed hereto and marked as **Annexure - A** land butted and bounded in the manner herein and pro rata share in the common areas (User Right only since Common Area will be conveyed to Association) common parts, portions, facilities and amenities appertaining to the Plot in the **Phase I** of the Project named "**Anu Bhoomi, Phase - 1**" development on the **Schedule-A** Land.

**Butted and bounded:**

<u>Boundary</u>			
<u>North</u>	<u>South</u>	<u>East</u>	<u>West</u>
A-19	Internal Road	A-28	A-26

**SCHEDULE - C  
(THE COMMON AREA/Common Parts, AMINITIES & FACILITIES)**

**All phases combinedly**

1. Fishing Deck,
2. Pathway for jogging surrounding the lake,
3. Lake side family park with seating,
4. Barefoot Sensory Path,
5. Senior Citizen's deck,
6. Orchid Garden,
7. Seating Area,
8. Forest Trail,
9. Multisport Court,

10. Roadside Seating,
11. Fountain with Seating Area,
12. Kids' Zone/ Play/ Park with Seating,
13. Puja Celebration Area,
14. Cricket Arena with Net
15. Seating Deck with BBQ Zone
16. Flower Gardens,
17. Butterfly Garden
18. Badminton Court,
19. Green Wall with Fountain
20. Transformer & Services
21. Trash Zone
22. Guest Parking

Any other facilities may be decided by the Promoter at their discretion.

#### **THE CLUB FACILITIES**

1. Chess/ Dart
2. Table tennis
3. Carrom & Pool
4. Swimming Pool
5. Yoga & Meditation
6. Indoor Gaming
7. Banquet/ Community Hall for parties & Functions

Any other facilities may be decided by the Promoter at their discretion.

2. Unless otherwise indicated herein and in addition to these mentioned in the common portions like land, pipes, ducts and cables situated within the area whether over or under the land of the service zone shall be deemed to be common to the Allottee/s of all the segments and those that are inside the Project land including its boundary walls and/or fences, water body etc. shall be deemed to be common Portion only of the Project land and common to its Allottee/s.

3. The Promoter reserves the right to alter the above scheme or any of the items mentioned as so advised by its Architects and/or Advocates for better and effective management and maintenance and otherwise equitable to the Owner of any segment or part thereof.

**SCHEDULE - D**

**(COMMON AREA MAINTENENCE EXPENSES)**

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the entire project including future extensions, common areas, amenities, facilities etc and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Apex Association/ Maintenance body) or at least once every 5(five) years as may be necessary and in a proper and workmanlike manner and the external surfaces of all exterior walls of the project and decorating and coloring all such parts of the Project as usually are or ought to be.
3. Keeping the gardens and grounds of the Project generally in a neat and tide condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the road in good repair , clean and tidy and edged where necessary and clearing the road when necessary.
5. Paying salaries, emoluments and all other financial benefits of the persons to be employed for managing and maintaining the common areas as may be necessary in connection with the upkeep of the Project.
6. Costs and expenses relating to purchase, maintenance, renewal and insuring any equipment, utilities and/or the provision of any service related to the Common areas.
7. Cleaning as necessary the external walls (not forming part of any Plot, ) in the Project as may be necessary keeping cleaned the common parts of the project area.
8. Cleaning and lighting as necessary of the areas forming parts of the Project.
9. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained Project and providing such additional lighting apparatus as the Promoter may think fit.
10. Providing and arranging for the emptying receptacles for rubbish.
11. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the plot or any part thereof excepting in so

far as the same are the responsibility of the individual Owners/ occupiers of any Plot,

12. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Plot, of any individual of any Plot.
13. Generally managing and administering the development and protecting the amenities in the project and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Plots.
14. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
15. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made there under relating to the plots excepting those which are the responsibility of the Owner/ occupier of any Plot.
16. Insurance of buildings forming part of the common areas, fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common equipment as the Promoter may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
17. Administering the management company staff and complying with all relevant statutes and regulations and orders there under and employing suitable persons or firm to deal with these matters.
18. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management company/Apex Association it is reasonable to provide.
19. The charges / fees of any professional Company / Agency appointed to carry out maintenance and supervision of the project.
20. Electric Supply system;
21. Electric Generating Set;
22. Community hall and its allied Rooms and Services, any or all other expense for maintenance, operation, upkeep, renewal, renovation, safety, insurance, continuity of all assts in common areas used for common purpose .
23. Fishing Deck along with its accessories and fitments. – Only for specific Projects
24. Decorative Water Fountains
25. Lake and/or Waterbodies including its fences, shores, plantation, water etc. in order that the same should remain beautified and healthy.
26. Costs and expenses relating to plantation of trees , maintenance of gardens and supply of water to the gardens.
27. Any other expense for common Purpose

**SCHEDULE- E**

**(RESERVED RIGHTS)**

**The Promoter will be entitled to following reciprocal easements and other reserved rights as provided hereunder:**

- (1) The right to the free and uninterrupted passage and running of all appropriate services and supplies from and other parts of the Project land and through any structures of a similar use or nature that may at any time be constructed in, on over or under the plot/ project land.
- (2) The right to establish such additional easements, reservations, exceptions and exclusions as the Promoter, in its sole discretion deems necessary or appropriate.
- (3) The right of easement for ingress and egress over through across such streets, walks, paths, and other rights of way serving the plot and the common areas as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress over through and across such portions of the common areas as may be necessary to provide necessary vehicular access thereto, provided however that the latter easement shall not give or create in any person the right to park upon any portion of the property not designated as a parking area.
- (4) The right to gift and/or transfer by any other means any small part or portion of the Plot within the Project unto and in favor of any Service Provider to facilitate the Said Service Provider in setting up a Centre from where the said services to project shall be provided like electricity, water, gas, cable, internet, telephone etc.
- (5) Until the sale and transfer of all the Plots the Vendor shall have and retain for itself, its successors and assigns the right to maintain one or more business and sales offices at the Project to enable the Vendor to market the Plot and also the right to place signs in and around the common areas for marketing.
- (6) The right to construct and to maintain at any time pipes, sewers, drains, mains, ducts, conduits, gutter, wires, cables (Laser optical fibers, data or impulse transmission communication or reception systems) channels, flues

- and other necessary conducting media for the provision of services or supplies.
- (7) The right of the Promoter/Association/FMC and all persons authorized by it at reasonable times and on reasonable notice to enter the demised plot for Carrying out work for which the Promoter/ Association/ FMC is responsible like installation/repair of common services. In case of emergency no notice will be required and the Allottee/s will give immediate access.
  - (8) The right of support, shelter and protection which each portion of the Plot gives to other parts of the Plot.
  - (9) The right and liberty at any time to make any new amendments in accordance with sanctioned plan such manner as the Promoter may think fit and proper.
  - (10) The Promoter shall have the right at all times to refuse access to any person or persons Plot may in the judgment of the Promoter be prejudicial to the safety, character, reputation and interest of the Project land and Plot Occupiers.
  - (11) To the free and uninterrupted access for laying of all gas, water and other pipes, electric, telephone and other wires, conduits and drains which now are or may hereafter required through under or over the Premises
  - (12) The Promoter shall retain for itself , its successors and assigns including all of the Allottee/s, a non-exclusive easement for ingress and egress over, through and across such, walks, paths, and other rights of way serving the Plots and common elements as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress, over, through and across such paved portions of the common elements as may be necessary to provide reasonable vehicular access thereto, provided however that the latter easement shall not give or create in any person the right to park upon any portion of the property not designated as a parking area.
  - (13) The Promoter shall have the right in perpetuity free of any charges for putting up signage and hoardings including neon sign of its name as well as of its products on the common roof and the wall surfaces within the Project.

- (14) All unsold plots, areas and spaces including guest parking spaces shall always belong to and remain the property of the Promoter at all times and the Promoter shall continue to remain in overall possession of such unsold plots till such time they are sold.
- (15) The Promoter shall without any reference to the or the association/FMC, be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or un-allotted plots and spaces therein as it deems fit. The Promoter shall be entitled to enter into separate agreements with Allottee/s of different plots on terms and conditions decided by the Promoter in its sole discretion. The Allottee/s and Association/FMC shall not claim any reduction in the Total Price and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever.
- (16) The right to assign or transfer by way of lease, mortgage, sale or otherwise in whole or in part, its rights and obligations in respect of the Plots.
- (17) The right to create security on the Project land together with the said plot by availing loans/financial assistance /credit facilities from Banks/financial institutions. The Promoter shall be entitled to sign mortgage deeds, loan agreements and other documentation and do all other acts for securing project finance.
- (18) Notwithstanding any other term of this Agreement, the Allottee/s hereby authorizes and permits the Promoter to raise finance/loan from any institution / company/ bank by any mode or manner by way of charge/ mortgage/ securitization of the Project land / Plot or the land underneath or the receivables, subject to the condition that the Plot, shall be made free from all encumbrances at the time of execution of Sale Deed in favour of the Allottee/s.

#### **SCHEDULE- F**

#### **(REGULATIONS AND RESTRICTIONS USER RULES)**

As from the date of possession of the said Plot, the Allottee/s agrees and covenants:-

1. To co-operate with the other Allottee/s and the Promoter in the management and maintenance of the Plot.

2. To observe the rules framed from time to time by the Promoter including those relating to possession policy and permissible changes policy of the Promoter and upon the formation of the Association by such Association and/or by the FMC, post its appointment by the promoter. The covenants agreed herein to the Promoter shall mean and include towards Association also, as and when applicable.
3. To use the said Plot for residential purposes and not for other purposes whatsoever without the consent in writing of the Promoter/ Association/ FMC.
4. To allow the Promoter with or without workmen to enter into the said Plot for the purpose of maintenance and repairs but only with 24 hours prior notice in writing to the Allottee/s.
5. Not to do anything or prevent the Promoter from making further or additional developments notwithstanding any temporary disruption in the Allottee/s enjoyment of the said Plot.
6. To maintain or remain responsible for the safety of the said plot and refrain from conducting any act/acts which would directly affect the plot or its adjoining Allottee/s has the effect of affecting the safety of the plot and also not to store or bring and allow to be stored or brought in the said plot any goods of hazardous or combustible nature or which are of such a nature that affects the neighboring Allottee/s.
7. Not to do or cause anything to be done in or around the said Plot which may cause or tend to cause or tantamount to cause or effect any damage to any part of the said plot or adjacent Plot or in any manner interfere with the use and rights and enjoyment thereof of any open passages or amenities available for common use.
8. The Allottee/s shall ensure that the key common areas of the said plot viz., entrance garden, play areas, are maintained to the highest standards with regular cleaning and maintenance. The Allottee/s shall further ensure that refurbishing /major overhaul is done every 5 years, starting from date of offer of possession.
9. Not to damage, demolish or cause to damage or demolish the said Plot or any part thereof or commit or permit to be caused any alteration or changes in the pipes, and/or any other fixtures or fittings serving any of the common areas, amenities, facilities or any portion of the gated community or which may cause damage to any other portion of the plot in any manner.

10. Not affix or draw any wire, cable, pipe from, to or through any of the common portions or other parts, without approval of the Promoter/ Association/FMC.
11. Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Plot or cause increased premium to be payable in respect thereof if the plot is insured.
12. Not claim any right of pre-emption or otherwise regarding any of the other Plots or any portion and/or the project.
13. Not to use the said Plot or permit the same to be used for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever or for any purposes which may or is likely to cause nuisance or annoyance to other plot holders of the other portions of the said plot or plots or occupiers of the neighboring premises.
14. Similarly, shall not keep in the parking place anything other than private motor car of standard size or a two-wheeler and shall not raise or put up any kuccha or pucca constructions grilled wall or enclosure thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be permitted.
15. Not to park car on the pathway or open spaces of the Project land or at any other place except the space allotted to him/ her/ it and shall use the pathways as would be decided by the Promoter/Association/ FMC, as the case may be.
16. Not to let out, mortgage or give on rent or transfer the right to use independently and separately of the Plot.
20. Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the block save a letter-box at the place as be expressly approved or provided by the Promoter and a decent nameplate outside the main gate of his Plot.
21. The occupants of the Plots shall ensure that no garbage shall be permitted to accumulate in any exposed area and always to keep the same neat and tidy and well maintained and to use it as a well decorated space.
22. Not to bring in any contractor or any labour or mason of his own so long as the said phase is not handed over by the Promoter.

23. Watchman, driver, domestic servants or any other person employed by the Allottee/s or his Agents shall not be allowed to sleep or squat in the common passage, garden or any common areas.
24. The Allottee/s must submit photographs of their employee and Drivers with full particulars with the Maintenance body a copy of which will also be forwarded to the local Police Station. The Maintenance Body will issue identity cards to the staff and visitors who will carry the same for identification.
25. Visitors cars will not be allowed to be parked inside the premises other than in the space earmarked for this purpose.
26. The Maintenance Body will implement a system of issuing Gate Pass for all incoming and outgoing materials in any manner to ensure proper security.
27. Any work men temporarily employed by any Allottee/s will be issued a temporary identity pass by the Maintenance Body for easy identification. All fit-out work inside the plot shall be carried out between 10 A.M and 6 P.M and while carrying out such work, to ensure that no annoyance or disturbance is caused to the residents of the Allottee/s and not to carry out any such work during the continuance of Board examinations. Subject to the aforesaid restrictions all such work has to be done with the consent of the Promoter or the Association or FMC as the case may be and in strict compliance of the guidelines as framed by the Promoter or the Association/ FMC as the case may be.
28. The Allottee/s and their visitors shall not litter/spit in the common areas especially betel juice and tobacco products and the Promoter / Association / FMC will be competent to impose fine on the offenders.
29. Drinking alcoholic drinks in the common areas of the Project will be strictly prohibited.
30. All visitors to the respective Plots will be filtered at the entrance and permitted entry only on proper authorization from the Plot owner.
31. No sign, notice or advertisement shall be inscribed or exposed on plot except such as shall have been approved by the Promoter nor shall anything be projected out on the Plot without similar approval.
32. Not to use or permit to be used any loud speakers beyond the confines of the Community Hall.

33. Not to use the Club House or any other covered spaces for celebrating the festival of Holi except that the Allottee/s shall be entitled to celebrate Holi in the space as may be designated for such purpose PROVIDED HOWEVER such celebration shall not continue beyond 10 p.m. and the use of loud speakers shall be within the tolerable limits so as not to cause any annoyance to the other Owners and/or occupiers.
34. To carry out all interiors and/or decorations during the approved time without creating any annoyance or disturbance to the other Owners and/or occupiers.
35. To remain wholly and solely responsible for the conduct of the domestic help and/or drivers/other workmen who may be employed by the Allottee/s and upon employing such domestic help to give relevant information of such domestic help to the local Police station/Association/FMC.
36. To remain fully responsible for any pets which may be kept by the Allottee/s and in no event shall dogs and other pets be permitted on elevators or in any of the common portions of the plots unless accompanied and to ensure that the same are immunized and kept on leash and the concerned Allottee/s shall also ensure that the Pet relieves itself only at the designated place. Otherwise the concerned Allottee/s shall be responsible for cleaning up immediately and/or bearing the cost of cleaning up plus 10% service charge.
37. Other than what has been provided by the Promoter not to have nor create any place of worship in any common part or portion of the Project land. However, the Allottee/s will be entitled to celebrate festivals such as Durga Puja etc., and for this purpose may set up temporary pandals at the single common earmarked place only and the Allottee/s/ss under no circumstances shall be permitted to organize such activities at any other place within the Project land.
38. Not to use the Plot or any part or portion thereof for any political meeting nor for any dangerous noxious or offensive trade or business in the opinion of the Maintenance In Charge.
39. Not to permit any sale by auction or public meeting or exhibition or display to be held upon the Plot nor to permit or suffered to be done into or upon the Plot or any part thereof any act or thing which is illegal or immoral or which shall

- or may be or become a nuisance, damage, unreasonable annoyance or unreasonable inconvenience to the other residents and/or occupiers.
40. Not to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the Project land.
  41. Not to overload and/or draw excess electricity so as to cause overloading of the electricity connection.
  42. The Allottee/s agrees and acknowledges that the Promoter shall have the unconditional and irrevocable right to sell, transfer, lease, encumber and/or create any right title interest in the unsold plots and the Allottee/s shall not object to or impede the sale of any unsold stock such as Plot/ car or two wheeler parking space to any other person and/or persons as the Promoter in their absolute discretion may deem fit and proper without requiring any consent of the Allottee/s. In case the Allottee/s directly or indirectly breaches this undertaking, he shall be liable to pay appropriate damages to the Promoter.
  43. The Allottee/s hereby agrees and undertakes to not, in any manner , impede and to prevent to the best of his ability , all other Allottee/s of the Plot(s) from impeding the ability of the Promoter or its representatives to enter into the plot and /or the Project land or the Common areas for the purpose of showing any unsold plots to prospective purchasers or brokers and/or showing the project to investors or other 3<sup>rd</sup> parties and, or, in general for any marketing, promotional Photography or other legitimate purposes of the Promoter. In case the Allottee/s directly or indirectly breaches this undertaking he shall be liable to pay an amount equivalent to 0.5 per cent of the Total consideration of his/ their the Plot for every day till the time such breach continues the charge will be payable within 15 days from the receipt of a written notice from the Promoter and the Promoter shall have alien over the Plot for such amount till payment in full is made.
  44. The Purchaser hereby agrees and acknowledges that at the time of handover to the FMC/ Association, the Promoter shall earmark certain parking spaces for use by such unsold plots or as may be advised by the Promoter and the Allottee/s hereby agrees and shall cause the FMC/ Association to ensure that

these car parking spaces are kept available for use by Promoter/the buyers of the unsold Plots.

45. Not to kill/sacrifice/slaughter or permit to be killed/sacrificed or slaughtered any living animals of any nature whatsoever except fish either within the said Plot or the said Project land including the Common area for any purpose whatsoever or howsoever on any occasion whether religious or ceremonial nor do any act deed or thing which may hurt the sentiments of any of the other Owners and/or occupiers of the other Plot(s). The practice of sacrificing /slaughtering the animal during the festive period of Kali Puja /Durga Puja, Bakra eid, Eid etc. shall not be done or permitted within the said Project land and the Allottee/s shall strictly abide by maintaining such rule/restriction. The Allottee/s of all caste, creed and religion shall be bound by this.
46. Pay such further deposits/sinking fund contributions as required by the Promoter / FMC / Association time to time for the common purpose and to keep the Project one of the Best in the world.
47. The common areas of the project land should be kept clean at all times and care should be taken not to litter with any kind of rubbish thrown here and there and keep it dirt-free.
48. No games or sporting activities are allowed which may cause damage to the plots, to the landscaped gardens and the common facilities of the Project land.
49. Flowers should not be plucked and plants or trees should not be destroyed in landscaped areas. The landscaped areas shall always be maintained as open areas and no occupier shall be allowed to construct anything in these areas and the Allottee/s shall not trespass or allow any person to trespass over lawns and green plants within the Project.
50. No bills shall be stuck anywhere on the plot or in any place within the Project.
51. No cooking will be allowed in the Common areas and by the Allottee/s, any staff, servant, worker or anybody else except the places designated for the same by the Promoter or the Maintenance Body (FMC) or the Association.
52. Electrical fitting can only be made within underground cable trench or existing electrical ducts in such manner that electric wires are not exposed.
53. Any damage to common property inflicted by any resident would be recoverable by compensation of the actual amount for repair / replacement plus compensation /service charges, if any.

54. The Promoter or Maintenance Body (FMC) or Association will be at liberty to decide from time to time car parking charges for visitor' car and the occupier concerned shall be responsible to pay the same in case the visitor refuses to pay.
55. The Promoter, Maintenance Body (FMC) or the Association reserves the right to frame the fit-out rules from time to time to establish the procedures for monitoring and controlling the Allottee/s fit-out and Maintenance process so as to ensure that.
- (i) The fit-out works are carried out in accordance with the approved plans;
  - (ii) The Fit-Out works are in compliance with the guidelines as framed by the Promoter/Maintenance Body (FMC) /Association.
  - (iii) The Allottee/s shall reimburse the Association/FMC for any expenditure that may have been incurred by it for repairing or replacing anything pertaining to common areas and facilities, such repairing or replacing being required to be effected due to any damage caused by such Allottee/s in respect of the common areas and facilities.
  - (iv) All Plots, except those specifically meant for non-residential purpose shall be used for residential purpose only.
56. Every Allottee/s shall, undertake and complete all maintenance and repair work within his own Plot, which if delayed, is likely to affect the property concerned, wholly or in part, and the Allottee/s will be solely responsible for the damage that his failure to undertake such work may cause to the said property or part thereof and shall also be liable on the said account for payment of damages as may be determined by the Promoter/Association/FMC.
57. Each Owner shall keep such Plot in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from the plot thereof any dirt or other substances. Penalty will be imposed on any occupant who is caught.
58. The Allottee/s shall not interfere and/or break the Rules and Restrictions as provided herein and/or the covenants agreed upon and in the unlikely event of breach of any of these the Allottee/s shall make himself liable to pay damages and even police action.

59. No article shall be allowed to be placed in the plots. No fences or partitions shall be placed or affixed to any part of the plot without the prior approval of the Promoter.
60. No sign, notice or advertisement shall be inscribed or exposed on any part of the plot nor shall anything be projected out on the plot.
61. Water-closets and other water apparatus on the Plot(s) shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Allottee/s in whose Plot it shall have been caused.
62. Garbage from the Allottee/s must be handed over in bags to the house keeping personnel at a specified time daily or in such manner as the Maintenance Body of the plot may direct or throw into dustbins provided for the purpose within the common service area as per directions of the Maintenance in charge.
63. No vehicle belonging to a Allottee/s or to a member of the family or guest, tenant or employee shall be parked in the open space or in such manner as to impede access to the plots by another vehicle. Penalty shall be imposed on the Occupant for wrong parking and impeding access to the plots.
64. The Allottee/s is not to fix any antenna, equipment or any gadget inside the plot excepting that the Allottee/s shall be entitled to avail of the cable connection facilities provided to all.
65. After the Purchase the Allottee/s/s shall get his Plot mutated. In case of default by the Allottee/s, the Promoter will be entitled to get the said Plot mutated and apportioned in the name of the Owner, the Allottee/s is bound to bear and pay all costs, charges and expenses including professional fees.
66. Not to install any collapsible gate outside the main door / entrance of the said Plot.
67. Not to sub-divide the said Plot and the Common Areas, under any circumstances.
68. Not to carry on or cause to be carried on any obnoxious or injurious activity in or through the said Plot and the Common Areas, including but not limited to acts of vandalism, putting up posters and graffiti.
69. Not to damage the Common Areas, amenities and facilities in any manner and if such damage is caused by the Allottee/s or the family members,

invitees, servants, agents or employees of the Allottee/s, the Allottee/s shall compensate for the same.

70. To ensure that any dispute arising with any employee or staff member is promptly dealt with and further that no demonstration /agitation/dharna of any kind takes place inside or in the vicinity of the Project land. The Allottee/s shall also ensure that its employees, agents, contractors or Associates do not in any way deface, vandalize or bring into disrepute the Project Land by affixing posters, hanging festoons or doing any other act. In the event of such undesirable event taking place the Allottee/s is advised to take legal recourse.
71. To ensure that the Allottee/s complies with, obtains and keeps valid and subsisting all requisite permissions, license, registration and approvals including but not limited to, those under municipal laws, local laws, labour laws, environmental laws as are applicable for the use of the said Plot.
72. The Allottee/s shall not make the Promoter responsible for the temporary disruption and/or obstruction of common services in the said Plot for any reasons whatsoever. The Promoter shall however make all reasonable efforts to set right the same as soon as possible.
73. To pay to the Promoter all costs, charges and expenses including costs and fees which may be incurred by the Promoter in connection with or for common purpose or incidental to any services of the said Plot.
74. For the purpose of these presents any act, default or omission of the servants, agents, independent contractors and invitees of the Allottee/s shall be deemed to be the act, default or omission of the Allottee/s.
75. Not to install or use at the said Plot any equipment which causes noise or vibration detectable outside the said Plot or causes damage to the plot or plant or conducting media.
76. Not to sub divide or partition the Said Plot in any manner whatsoever.
77. To co-operate with the other Co-Owners and the Promoter/ Maintenance in charge in the management and maintenance of the said Project.
78. To observe the rules framed from time to time by the Promoter / Maintenance incharge.
79. To deposit the amounts reasonably required with the Maintenance In charge towards the liability for rates and taxes and other outgoings.
80. Not to allow children to be present in the Fishing Deck pond, water body (if provided) without being accompanied by the Parent/Guardian. Not to use the

lake/water body or Fishing Deck for commercial fishing. Not to use the Fishing Deck for bathing or swimming purpose or for any such purpose for which it is not meant which could cause unpleasantness or risk to property / life.

81. The Promoter and/or the Association/ FMC shall have the authority to issue directives to the Allottee/s/s to follow norms and adopt preventive measures in order to prevent spread of any infectious disease.
82. The Allottee/s hereby accepts, confirms and declares that the covenants of the Allottee/s/s as conceived in this Agreement shall run perpetually and also bind the Allottee/s and his/its successors in title and that the Allottee/s shall be responsible for any loss or damage arising out of breach of any of the conditions contained in this Agreement.
83. The parties hereby expressly agree that this Agreement is being executed by the Owner and the Promoter on the understanding that the covenants contained in this Agreement shall be strictly adhered to and performed by the Allottee/s. The Allottee/s further agrees, confirms declares and undertakes that considering the size and scale of the project, the terms and conditions as set forth herein are necessary and reasonable in order to protect the interest and right of all the Co-occupants.

**4. IN WITNESS WHEREOF** the Parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written

**SIGNED AND DELIVERED BY THE OWNER**

At Kolkata in the presence of

- 1.
- 2.

**SIGNED AND DELIVERED BY THE PROMOTER**

at Kolkata in the presence of

1.

2.

**SIGNED AND DELIVERED BY THE  
PURCHASER**

at Kolkata in the presence of:

1.

2.

**MEMO OF CONSIDRATION**