

*[To be printed on stamp paper]*

## DEED OF CONVEYANCE

This **DEED OF CONVEYANCE** ("**Deed**") is made on this [ ] day of [ ] 2025 at [ ]

### BY AND BETWEEN

The **PERSONS LISTED IN SCHEDULE A**, represented by its Constituted Attorney [ ] (PAN: [ ]), an existing company under the Companies Act, 2013 and having its Registered Office at [ ], West Bengal, India, represented by its Authorized signatory, [ ] (PAN: [ ], Aadhaar No. [ ]), son of [ ] and duly authorized vide Board Resolution dated [ ], (hereinafter collectively referred to as the "**OWNERS**", which expression shall, unless excluded by or repugnant to the subject or context shall mean and include their respective successors) of the **FIRST PART**.

### AND

[ ] [CIN No. [ ]], (PAN: [ ], an existing Company under the Companies Act, 2013, having its registered office at [ ], Kolkata 700[ ], having its Registered Office at [ ], West Bengal, India, represented by its authorized signatory [ ], (PAN [ ]), (Aadhaar No. [ ]), son of [ ], and duly authorized vide Board Resolution dated [ ], hereinafter referred to as the "**PROMOTER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and permitted assignees) of the **SECOND PART**.

### AND

*[If the Allottee is a company]*

[ ] (CIN [ ])[PAN[ ] a company within the meaning of the Companies Act, 2013, having its registered office at [ ], Post Office [ ] and Police Station [ ], Kolkata [ ] represented by its authorised signatory Mr. [ ], (PAN: [ ]), (Aadhaar No. [ ]), son of [ ], residing at [ ] and duly authorised vide Board Resolution dated [ ] hereinafter referred to as the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **THIRD PART**

*[If the Allottee is a Partnership Firm]*

### OR

[ ], a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at [ ], (PAN [ ], represented by its authorized partner [ ], PAN [ ], (Aadhaar No [ ], son of [ ], residing at [ ]) duly authorized vide [ ] hereinafter referred to as the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof he deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors

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and administrators of the last surviving partner and his/her/their permitted assigns) of the **THIRD PART**.

*[If the Allottee is an Individual]*

Mr. [ ], (PAN: [ ]), (Aadhaar No. [ ]), son of [ ], by occupation [ ], residing at [ ], Post Office [ ], Police Station [ ] Kolkata [ ], hereinafter called 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-in-interest and permitted assigns) of the **THIRD PART**

**OR**

*[If the Allottee is a HUF]*

**Mr.** [ ] (Aadhaar No [ ]), aged about [ ], son of [ ], residing at [ ], for self and as the Karta of the Hindu Joint Mitakshara Family known as [ ] HUF, having its place of business / residence at [ ] (PAN [ ]) hereinafter called the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said [ ] HUF, and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART**.

The **Owners**, the **Promoter** and the **Purchaser** shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

The "**Owners**" and the "**Promoter**" are individually referred as such and collectively as "**Vendors**".

## **WHEREAS**

- A. The Owners are the absolute and lawful owners of land admeasuring [ ] acres (equivalent to [ ] square meters) comprised in several Dag nos. within Mouza Jirangacha, J. L. No. 3, Police Station Airport, District North 24 Parganas, within Ward No. 5 of the Bidhannagar Municipal Corporation (hereinafter referred to as the "**Larger Land**"), which is morefully described in **Part - I** of the **Schedule B** hereunder written. The devolution of title of the Owners are morefully described in **Part IV** of the **Schedule B**.
- B. The Owners and the Promoter have entered into a development agreement dated [ ] [ ] 20[ ] registered in the Office of [ ], recorded in Book No. I, Volume No. [ ], Pages from [ ] to [ ], Being No. [ ] for the year 20[ ] ("**Development Agreement**") by which the Owners have conferred upon the Promoter the exclusive right to develop, construct, market and sell residential units and appurtenant facilities on the Larger Land, subject to and in accordance with the terms thereof. The Owners have also granted a Power of Attorney in favour of the Promoter dated [ ] [ ] 20[ ] registered in the Office of [ ], recorded in Book No. I, Volume No. [ ], Pages from [ ] to [ ], Being No. [ ] for the year 20[ ] with regard to the development of the Larger Land.
- C. Pursuant to the said Development Agreement, the Promoter has conceived and is implementing a comprehensive, integrated residential development upon the Larger Land, under the name and style "**Vinayak 21 Acres**" ("**Complex**"), designed as a modern, self-contained residential community featuring multiple residential towers, villas, landscaped open spaces and recreational amenities, supported by requisite infrastructure and services. The said development is being undertaken in accordance with a single integrated layout plan sanctioned by the [ ] vide Order

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No. [ ] dated [ ] (“**Master Layout Plan**”). For the sake of clarity and disclosure, the overall scheme of development of the Complex is represented in the plan annexed hereto and marked *Annexure [ ]* (“**Scheme Plan**”), which, through distinct colour demarcations, illustrates the various phases of development, the relative positioning of their buildings, internal roads, landscaped areas, amenities and service zones, as approved or applied for before the Competent Authority. Out of the Larger Land, the Promoter has demarcated and is developing five distinct real estate projects, namely Phase I, Phase II, Phase III, Phase IV and Phase V (Villa Phase) (collectively, the “**Phases**” and individually, a “**Phase**”), each being an independent, self-contained real estate project separately registered with the Act (*defined below*). As depicted in the Scheme Plan:

- (i) **Phase I Project**, to be constructed on [ ] acres of land;
- (ii) **Phase II Project** to be constructed on [ ] acres of land;
- (iii) **Phase III Project** to be constructed on [ ] acres of land;
- (iv) **Phase IV Project** to be constructed on [ ] acres of land; and
- (v) **Phase V (Villa Phase)** to be constructed on [ ] acres of land, each being an independent unit with attached open spaces, garden areas and dedicated car parking provisions.

Each of the aforesaid Phases shall contain, within its respective demarcated boundaries, its own buildings, internal driveways, landscaped courtyards, and Phase-specific amenities, and shall enjoy proportionate and reciprocal rights in the common infrastructure and landscaped zones developed within the Larger Land. The Master Layout Plan annexed hereto has been included solely for the purpose of illustrating the approved concept, configuration, and spatial relationship among the five Phases forming part of Vinayak 21 Acres. It is hereby clarified that the depiction of the several Phases, buildings, open spaces, amenities and infrastructure therein is for disclosure and identification only, and shall not confer upon the Allottee any right, title, interest, or claim beyond those expressly arising under the Agreement (*defined below*), this Deed or under applicable laws and approvals.

*Disclaimer: For the avoidance of doubt, it is expressly clarified that the expression “Vinayak 21 Acres” is a nomenclature or project title adopted for ease of identification and marketing, and does not purport to represent or warrant that the total area of the Larger Land or of the entire development measures 21 acres or any other specific extent. The actual area under development, and all measurements of land and construction, shall be as per the sanctioned plans and schedules annexed to the Agreement, Deed and the records of the competent authorities.*

D. The Master Layout Plan annexed hereto also depicts, for the purpose of contextual disclosure, two separate land parcels situated immediately adjoining the Larger Land, which have been identified by the Promoter as potential locations for future, independent real-estate projects. These parcels are shown on the Scheme Plan for ease of identification and are hereinafter referred to as:

- (vi) “**Future Zone .....**”, lying contiguous to the Eastern boundary of the Larger Land and admeasuring approximately [ ] acres (equivalent to [ ] square metres); and

- (vii) “**Future Zone** .....,” lying contiguous to the Western boundary of the Larger Land and admeasuring approximately [ ] acres (equivalent to [ ] square metres).

The Future Zone .....and Future Zone ..... (together, the “**Future Development Zones**”) are shaded respectively in the Scheme Plan (Annexure [ ]) for visual identification and reference. As on the date hereof, the Promoter does not own or possess either of the said Future Development Zones. The Promoter is, however, in active discussions with the respective landowners for prospective acquisition or development collaboration. Subject to the conclusion of such arrangements and receipt of requisite statutory permissions, the Promoter envisages developing each of the Future Development Zones as stand-alone, self-contained residential projects, which, upon completion, are expected to accommodate approximately one thousand (1000) additional residents.

Such future projects may be branded under the trade name “*Vinayak 21 Acres*” to maintain thematic and visual continuity with the existing development; however, they shall remain mutually independent in ownership, governance, and infrastructure. There shall be no common amenities, facilities, or services between the Future Development Zones and the Phases constructed upon the Larger Land, save and except the limited functional linkage of the principal internal driveway (the “**Driveway**”), which originates within and runs across the Larger Land and may, in due course, be extended through the Future Development Zones to connect to an adjoining public road, as more particularly described in Recital E below.

Each such future project, if undertaken, shall have its own building sanction, infrastructure clearances, and utility connections independent of those obtained for the development upon the Larger Land, and the Promoter shall have full discretion to determine the planning parameters, density, and configuration thereof in accordance with applicable laws and approvals then in force.

The inclusion and identification of the Future Zone ..... and Future Zone ..... upon the Scheme Plan are made solely for disclosure and contextual illustration, to depict their physical proximity to the Larger Land and the potential alignment of the Driveway. Such depiction is illustrative and non-binding, and shall not be construed as implying that the Future Development Zones form part of the present integrated project, nor as any representation, warranty, or commitment by the Promoter regarding the timing, extent, or execution of development thereon. If and when undertaken, the development of the Future Development Zones shall be carried out as separate and independent real-estate projects, each to be individually registered under the Act (*defined below*) and governed by their respective approvals, plans, and association structures.

It is further clarified that the use of the name “*Vinayak 21 Acres*” in relation to any such future projects shall be limited to trade nomenclature and thematic branding, and shall not create any legal, proprietary, or beneficial connection with the development upon the Larger Land other than the restricted right of passage over the Driveway, as represented in the agreement for sale executed between the parties and this conveyance. The depiction of the Future Development Zones on the Scheme Plan is made in the interest of transparency and full disclosure under the provisions of the Act and the rules framed thereunder.

- E. The Master Layout Plan and the Scheme Plan (Annexure [ ]) depict within the Larger Land a single, continuous main internal access road, which traverses the entire development and constitutes the principal circulation spine for ingress and egress to all Phases. This road, as

colour-marked on the Scheme Plan, to be constructed on [ ] acres of land more fully described in **Part III of Schedule B** is hereinafter referred to as the “**Driveway**”. The Driveway originates at the entry point of the Larger Land from the public road on the [specify side], runs longitudinally through the property, and provides access to each of the five Phases, Phase I, Phase II, Phase III, Phase IV and Phase V (Villa Phase), through internal approach roads and branch drive aisles located within each respective Phase. All internal vehicular and pedestrian circulation within the Larger Land connects to this single Driveway, which functions as the central access spine of the entire development. The Promoter intends that the Driveway shall remain a permanent internal access corridor serving all residents, occupants and lawful users of the development on the Larger Land, and that the same, in due course, will be extended beyond the present eastern and western boundaries of the Larger Land, through the Future Zone ..... and the Future Zone....., so as to connect with the respective public roads situated on either side. Upon such extensions, the Driveway will form a continuous through-corridor, enabling seamless two-sided connectivity for ingress and egress of the developments on the Larger Land and the Future Development Zones. The construction of such extensions, if and when undertaken, shall be carried out by the Promoter in accordance with approvals from the competent authorities. It is expressly clarified that:

- (a) As of the date hereof, the Driveway lies entirely within the Larger Land and forms part of the sanctioned layout and services plan for the Phases;
- (b) The Driveway shall constitute a shared common facility of perpetual, non-exclusive use, to be utilized by all allottees, occupants and lawful users of the several Phases on the Larger Land for ingress, egress and internal circulation;
- (c) The Promoter shall be entitled, without requiring further consent from any Allottee or Association of any Phase, to extend the Driveway through the Future Zone ..... and Future Zone ....., and to grant rights of way and passage thereon to the allottees or lawful users of the respective future developments, provided that such right of passage shall be limited to access and movement and shall not diminish or derogate from the rights of the allottees of the Larger Land;
- (d) The allottees and Associations of the Phases on the Larger Land shall have a perpetual, non-exclusive right of passage over the Driveway and its extended portions, without any claim of ownership or exclusive possession;
- (e) Upon completion of all Phases on the Larger Land, the ownership of the land comprising the Driveway, together with its pavements, lighting, signage, drainage and related infrastructure, shall be transferred by the Promoter to an apex body or federation representing all the associations of the Phases on the Larger Land;
- (f) The federation shall thereafter hold and maintain the Driveway as part of the shared common infrastructure of the Larger Land, subject to a perpetual, non-exclusive easementary right of passage in favour of the Promoter and the allottees of the Future Zone ..... and Future Zone ..... for the limited purpose of ingress and egress; and
- (g) The Promoter shall retain irrevocable rights of access, maintenance, improvement and augmentation over the Driveway for the limited purpose of constructing, extending, maintaining or connecting the same to any future development, as may be permissible under law.

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The colour-marking of the Driveway in [Red] on the Scheme Plan is made for clarity and disclosure to illustrate its alignment across the Larger Land and its prospective extension through the Future Development Zones – East and North. Such depiction is for schematic and identification purposes only and shall not confer any exclusive proprietary right upon any Allottee or Phase, and the rights of use and maintenance shall be limited to those recorded herein.

- F. The Promoter has planned, as part of the overall development of the Larger Land, the creation of certain common areas, amenities and infrastructural facilities (collectively referred to as the “**Shared Common Areas**”) which are primarily intended for the common and beneficial use of the residents and lawful occupants of Phase I, Phase II, Phase III, Phase IV and Phase V (Villa Phase), and to a limited and defined extent, only in respect of the rights expressly recorded herein, for functional access and passage by the Future Development Zones – East and North. The Shared Common Areas shall comprise the physical, recreational, landscaped and service components of the integrated layout, including, without limitation:
- (a) the Driveway together with its lighting, storm-water drainage and allied infrastructure;
  - (b) the Central Green and Maidan, theme gardens, amphitheatre, rain garden, forest trail, pet park, walkways and other landscaped open areas identified on the Scheme Plan;
  - (c) the outdoor sports and recreation facilities such as tennis and basketball courts, box-cricket pitch, badminton/pickleball courts, skating rink and children’s play zones;
  - (d) the community and leisure facilities such as the amphitheatre, barbeque garden, pavilion with feature wall, seating zones and other open-air activity spaces; and
  - (e) the essential infrastructure and utility services, including the sewage-treatment plant (STP), underground reservoir (UGR), rain-water harvesting tanks (RWHT), transformers, DG sets, security and surveillance systems, maintenance office and allied service corridors.

A consolidated list of the aforesaid Shared Common Areas, together with their respective stages or time of completion, is set out in the column-wise statement described in **Part III** of **Schedule C** hereto. Certain facilities are scheduled for completion and hand-over concurrently with Phases I and II (including the Villa Phase), while others are to be executed and commissioned progressively with Phases III and IV. The completion timelines specified in **Part III** of **Schedule C** form an integral part of this disclosure and constitute the outer limits within which the respective facilities are to be completed and made operational. It is clarified that the development of the Shared Common Areas shall be executed in stages corresponding to the construction schedule of the respective Phases, and that the non-completion of any Shared Facility not scheduled for delivery with the Phase to which the Allottee belongs shall not constitute a default under this Deed or the Agreement (*defined below*), provided the same is completed within the time specified in **Part III** of **Schedule C**.

Upon completion of all Shared Common Areas as enumerated in **Part III** of **Schedule C** and in accordance with the sanctioned layout and applicable approvals, the Promoter shall transfer the ownership thereof, by a single instrument of conveyance or declaration, to the Federation (defined in Clause 2). Such transfer shall, however, be subject to and encumbered by: (i) the easementary and user rights of the Promoter for maintenance, extension and connectivity purposes; and (ii) the perpetual, non-exclusive rights of passage and user granted to the allottees

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of the Future Zone ..... and Future Zone ..... in respect of the Driveway, as recorded in Recital E above. The allottees of the Future Development Zones – East and North shall, upon development thereof, have only a limited and perpetual right of passage over the Driveway for ingress and egress, without acquiring any ownership, membership or management rights in the Federation or in any other Shared Common Areas of the Larger Land.

G. For the purposes of this Deed, Phase I of the development upon the Larger Land constitutes a distinct and self-contained real-estate project and shall hereinafter be referred to as the “**Project**.” The land forming the site of the Project, (Annexure [ ]), admeasuring approximately [ ] acres (equivalent to [ ] square metres) and forming part of the Larger Land situated at Mouza Jirangacha, P.S. Airport, District North 24 Parganas, within the limits of Bidhannagar Municipal Corporation and more fully described in **Part II of Schedule B**, shall be referred to as the “**Project Land**”. The Project comprises:

(a) the construction of [ ] multi-storeyed residential towers, each consisting of B+G+[ ] upper floors, containing in the aggregate [ ] residential apartments of various configurations, together with [ ] numbers associated basement and podium-level car-parking spaces;

(b) its own internal circulation roads, building services, landscaped courts, and other facilities exclusively appurtenant to Phase I. Such internal roads, lobbies, staircases, lift shafts, service areas, basements, open spaces, recreational zones and facilities that are exclusive to the Project and intended for use only by the residents and lawful occupants of Phase I are collectively referred to as the “**Project Common Areas**.” A detailed list and description of the Project Common Areas are set out in **Part I of Schedule C** of this Deed; and

(c) In addition, certain essential service infrastructure—namely the Sewage Treatment Plant (STP), Underground Reservoir (UGR), and Rain Water Harvesting Tank (RWHT) are designed to be used exclusively and jointly by Phases I, II and V (Villa Phase) for their respective water supply, treatment, and conservation requirements. These facilities are collectively referred to as the “**Phase I-II- V (Villa Phase) Common Facilities**”, and are to be constructed, maintained, and used on a reciprocal and non-exclusive basis among the said three Phases. The particulars and locations of these facilities are described in **Part II of Schedule C** hereto.

Phase I is being developed and marketed independently and has been registered as a separate real-estate project under the Real Estate (Regulation and Development) Act 2016 (“**Act**”) with the West Bengal Real Estate Regulatory Authority, bearing registration number [ ]. All plans, building sanctions, environmental and fire-safety clearances, and other permissions applicable to the Project Land have been obtained or applied for from the competent authorities. The apartment agreed to be sold to the Allottee under this Deed forms part of the Project on the Project Land and shall be constructed and delivered strictly in accordance with the sanctioned building plans, specifications and approvals pertaining to Phase I only. The Allottee acknowledges that no right, title, claim or interest shall arise in any other Phase of the Larger Land or in the Future Development Zones, save and except such proportionate rights of use in the Shared Common Areas as are expressly provided herein.

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H. The Purchaser had applied for a residential apartment in the Project vide Application No [ ] dated [ ] and had been allotted (i) **All That** residential apartment no [ ] having carpet area of [ ] square metre (equivalent to [ ] square feet) along with an exclusive balcony area of [ ] square metre (equivalent to [ ] square feet) and an exclusive open terrace area of [ ] square metre (equivalent to [ ] square feet) appurtenant to the carpet area of the residential apartment corresponding to a built up area of [ ] square metre (equivalent to [ ] square feet) and corresponding super built up area of [ ] square metre (equivalent to [ ] square feet) and along with an exclusive utility room area of [ ] square metre (equivalent to [ ] square feet) located on the [ ] floor in Tower No. [ ] (“**Tower**”) of the Project (hereinafter referred to and identified as the “**Apartment**”, more fully described in **Part I** of **Schedule D** hereto) having the specifications specified in **Part III** of **Schedule D** hereto; (ii) **Together With** [ ] ([ ]) number of mechanical covered car/covered car parking space(s) (“**Parking Space**”) in [ ] having area of [ ] square metre (equivalent to [ ] square feet) (more fully described in **Part II** of **Schedule D** hereto and depicted on the map/plan annexed as **Annexure [ ]** and bordered in **RED**); (iii) **Together With** the perpetual non-exclusive right to use the **Tower Common Areas** with the allottees/owners/lawful occupants of the Tower; (iv) **Together With** the perpetual exclusive right along with the allottees/owners/lawful occupants of Phase I, II and V Projects to use the **Phase I, II and V Exclusive Common Areas**, if applicable; and (v) **Together With** the perpetual non-exclusive right to use the Shared Common Areas in common with all the allottees/owners/lawful occupants of the Larger Land, (vi) **Together With** the perpetual non-exclusive right to use the Driveway subject to the terms mentioned herein, hereinafter collectively referred to as “**Apartment And Properties Appurtenant Thereto**”. The Apartment and the exclusive open terrace /balcony appurtenant to the carpet area of the Apartment are border on the map/plan annexed hereto and marked as Annexure [ ].

(For the sake of clarity, the Tower Common Areas, the Phase (I, II, III, IV and V) Common Areas (as applicable) and the Shared Common Areas and the Driveway are collectively referred to as the “**Common Areas**” wherever the context so requires).

- I. By a provisional allotment letter dated [ ] (“**Allotment Letter**”) and subsequent Agreement for Sale (“**Agreement**”) dated [ ] registered in the office of the [ ], recorded in Book no. [ ], Volume no. [ ], pages [ ] to [ ] and Being no. [ ] for the year [ ] the Purchaser was allotted the Apartment together with the Parking Space(s) and the Purchaser also agreed to accept such allotment for the Total Price (as defined under clause [ ] below) subject to the terms and conditions mentioned therein.
- J. The Purchaser has from time to time paid the Total Price and the Promoter has since completed construction of the said Apartment and obtained completion certificate [ ] dated [ ] issued by [ ] certifying completion of the said Project in all respect.
- K. The Vendors now desire to sell the said Apartment and the Purchaser desires to purchase the same.

**NOW, THEREFORE, THIS DEED OF CONVEYANCE WITNESSETH THAT:**

**1. CONVEYANCE AND TRANSFER BY SALE**

In consideration of the Agreement and in consideration of a sum of **Rs. [ ]/- (Rupees [ ] Only)** paid by the Purchaser to the Promoter (the receipt whereof the Promoter do hereby as also

by the receipt hereunder written, admit and acknowledge and of and from the payment of the same and every part thereof forever acquit, release and discharge the Purchaser and the property being sold herein) and subject to the covenants, terms, conditions, stipulations and/or agreements hereinafter contained and on the part of the Purchaser to be paid observed and performed, the Vendors hereby indefeasibly grant, sell, transfer, convey, assign and assure unto the Purchaser absolutely and forever: (i) **All That** residential apartment no [ ] having carpet area of [ ] square metre (equivalent to [ ] square feet) along with an exclusive balcony area of [ ] square metre (equivalent to [ ] square feet) and an exclusive open terrace area of [ ] square metre (equivalent to [ ] square feet) appurtenant to the carpet area of the residential apartment corresponding to a built up area of [ ] square metre (equivalent to [ ] square feet) and corresponding super built up area of [ ] square metre (equivalent to [ ] square feet) and along with an exclusive utility room area of [ ] square metre (equivalent to [ ] square feet) located on the [ ] floor in Tower No. [ ] (“**Tower**”) of the Project (hereinafter referred to and identified as the “**Apartment**”, more fully described in **Part I of Schedule D** hereto) having the specifications specified in **Part III of Schedule D** hereto; (ii) **Together With** [ ] ([ ]) number of mechanical covered car/covered car parking space(s) (“**Parking Space**”) in [ ] having area of [ ] square metre (equivalent to [ ] square feet) (more fully described in **Part II of Schedule D** hereto and depicted on the map/plan annexed as **Annexure [ ]** and bordered in **RED**); (iii) **Together With** the perpetual non-exclusive right to use the **Tower Common Areas** with the allottees/owners/lawful occupants of the Tower; (iv) **Together With** the perpetual exclusive right along with the allottees/owners/lawful occupants of Phase I, II and V Projects to use the **Phase I, II and V Exclusive Common Areas**, if applicable; and (v) **Together With** the perpetual non-exclusive right to use the Shared Common Areas in common with all the allottees/owners/lawful occupants of the Larger Land, (vi) **Together With** the perpetual non-exclusive right to use the Driveway subject to the terms mentioned herein, hereinafter collectively referred to as “**Apartment And Properties Appurtenant Thereto**”. The Apartment and the exclusive open terrace /balcony appurtenant to the carpet area of the Apartment are border on the map/plan annexed hereto and marked as Annexure [ ] to be used and enjoyed in common with the remaining allottees/purchasers/lawful occupants of the Complex **BUT** subject always to the perpetual irrevocable right of way of the Owners, the Promoter, the visitors and the allottees/Owners of the Future Development Zones on the Driveway on the terms and conditions as recorded herein **TOGETHER WITH** all benefits and advantages of ancient and other rights, all yards, courtyards, areas, sewers, drains, ways, water courses, ditches, fences, paths and all manner of former and other rights, liberties, easements, privileges, walls, fences, advantages, appendages and appurtenances whatsoever appertaining to the Apartment or any part or portion thereof belonging to or in anywise appertaining to or with the same or any part or portion thereof now are or is or at any time or times heretofore were held used occupied appertaining or enjoyed therewith or reputed to belong or to appertaining thereto **AND** the reversion or reversions remainder or remainders and the rents issues and profits of the Apartment and of any and every part thereof And all the legal incidences thereof And all the estate, right, title, interest, inheritance, possession, use, trust, property, claims and demands whatsoever both at law and in equity of the Owners and the Promoter into or upon and/or in respect of the said Apartment or any and every part or portion thereof herein comprised and hereby sold granted conveyed and transferred **TO HAVE AND TO HOLD** the said Apartment hereby granted, sold, conveyed, transferred, assigned, assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser absolutely and forever free from all encumbrances whatsoever such that on and from this date the Purchaser owns and holds the Apartment **SUBJECT HOWEVER** to the observance and performance by the Purchaser of all the covenants, stipulations, restrictions and obligations

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mentioned in the Agreement and hereinafter Further Subject to the observance and performance by the Purchaser of all the terms and conditions of the management, administration and maintenance of the Project and further subject to the Purchaser paying and discharging all existing and future maintenance charges, rates, taxes, impositions, outgoings etc. in respect of the said Apartment from the date of its possession, wholly with respect to the Apartment and proportionately with respect to the Common Areas.

## 2. MAINTENANCE OF COMMON AREAS

- 2.1. In accordance with the provisions of the Act and subject to issuance of the completion certificate in respect of the Project:
- (a) The Promoter shall, within a period of [ ] months from such certificate, execute and register in favour of the Project Association (*defined below*) a conveyance of the Project Common Areas specified in **Part I of Schedule C**. Until such conveyance and handover, the Promoter shall hold, manage, and maintain the Project Common Areas at the cost of allottees proportionately, without alienating or otherwise dealing with the same;
  - (b) The Promoter shall, within a period of [ ] months of completion of all phases in the Complex and handover to all the respective Associations form an Apex Association or Federation of all Associations.
  - (c) The Promoter shall, within a period of [ ] months from formation of the Apex Association comprising allottees of all Phases, execute and register in its favour a conveyance of the Shared Common Areas. Pending such transfer, the Promoter shall maintain the Shared Common Areas for the common benefit of all allottees of the Complex, who shall proportionately bear the costs in such manner as may be provisionally determined by the Promoter and subsequently regularised by the Apex Association;
  - (d) It is expressly clarified that the Project Common Areas shall be for the exclusive benefit, use, and enjoyment of all the allottees, Owners, and/or lawful occupants of Phase I, the Phase I-II-V Common Facilites shall be for the joint benefit of all the allottees, Owners, and/or lawful occupants of Phase I, II and V only and the Shared Common Areas shall be for the shared and joint benefit, use, and enjoyment of all the allottees, Owners, and/or lawful occupants of the Complex with the right to use the Driveway also bestowed upon the Future Development Zones. The common rules for usage of the Common Areas are morefully mentioned in Schedule E hereunder written. Such rights of use and enjoyment over the Driveway shall operate as permanent and non-exclusive easementary rights appurtenant to the respective apartments of the concerned allottees, Owners, and/or lawful occupants, and shall run with the Ownership of such apartments, being non-severable, non-transferable (except with transfer of the apartment itself), and irrevocable in nature. For the avoidance of doubt, no individual allottee, Owners, or lawful occupant, purchaser nor any of the Associations, shall have any right to restrict, curtail, or otherwise derogate from the legitimate and equal use of the Shared Common Areas by the entitled beneficiaries in accordance with the purposes for which such Common Areas are designated under Applicable Law;
  - (e) Upon the due transfer and handover of the Project Common Areas and the Shared Common Areas to the Project Association and/or the Apex Association, as the case may be, the

Promoter shall absolutely and irrevocably cease to have or claim any right, title, interest, control, possession, management, or obligation in respect thereof, save and except such residual obligations, if any, as are expressly imposed on the Promoter under Applicable Law and which, by their very nature, cannot be delegated or assigned, it being further clarified that no implied rights, authority, or continuing obligations shall survive to the Promoter in relation to the Project Common Areas or the Shared Common Areas unless specifically mandated under Applicable Law, and all rights, powers, responsibilities, and obligations in respect thereof shall, upon such transfer, conclusively vest in the Project Association and/or the Apex Association, as the case may be, who alone shall thereafter be exclusively responsible for their management, administration, regulation, upkeep, and use, free from any interference, control, or claim of the Promoter but subject to the right of way over the Driveway;

- (f) Neither the Project Association nor the Apex Association shall be entitled, either directly or indirectly, to alter, alienate, encumber, fragment, transfer, lease, license, or otherwise change the user or character of any part of the Project Common Areas or the Shared Common Areas, save and except strictly in accordance with Applicable Laws and only with the prior written consent of all allottees, Owners and/or lawful occupants of the respective projects in relation to the Project Common Areas, and of all allottees, Owners and/or lawful occupants of all projects in relation to the Shared Common Areas. Any such act or attempt made without such unanimous consent shall be null, void, and not binding on any allottee, and the concerned Association and/or its office bearers shall be personally liable for any loss or consequence arising therefrom;
- (g) The expenses towards the maintenance, repair, replacement, upkeep, operation, and management of the Shared Common Areas shall be borne jointly by all allottees, Owners, and/or lawful occupants of the Complex. Such expenses shall, until the formation and assumption of responsibilities by the Apex Association, be provisionally apportioned and recovered by the Promoter on the basis of the carpet area of the respective units relative to the aggregate carpet area of all units across all phases, and such provisional apportionment shall be final, binding, and conclusive on all allottees, Owners, and/or lawful occupants. Upon the Apex Association becoming duly operational, it may, at its first general meeting or any subsequent general meeting, by a resolution passed in accordance with its bye-laws, prescribe such other fair, reasonable, and equitable basis for apportionment of such expenses, and any such basis so determined shall thereafter be binding on all allottees, Owners, and/or lawful occupants;
- (h) Any dispute, difference, or disagreement between the Project Association and the Apex Association in relation to the rights of user, obligations of maintenance, repair, or management, or the apportionment and recovery of expenses in respect of the Shared Common Areas shall, in the first instance, be resolved amicably through mutual consultation and negotiation between the two associations. In the event such resolution is not achieved within a period of 30 (thirty) days from the date on which the dispute is first formally notified by either association to the other, the matter shall be referred to conciliation or mediation by a mutually agreed independent conciliator/mediator, and failing such settlement, shall be subject to the exclusive jurisdiction of the competent civil courts. Pending such resolution, both associations shall continue to discharge their respective obligations without interruption or default; and

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- 2.2. The Purchaser shall bear and pay the maintenance costs (hereinafter referred to as the “**Common Area Maintenance Charges**”) in respect of (i) the Project Common Areas of the Project, proportionately with all other allottees or Owners or lawful occupants of the Project, (ii) the I-II-V Common Facilities proportionately with the other allottees, purchasers, owners or lawful occupants of such phases and (iii) the Shared Common Areas, proportionately with all allottees or Owners or lawful occupants of the Complex, as the case may be. The proportionate share shall be determined on the basis of the carpet area of the respective units or in such other fair and equitable manner as may be determined by the Project Association or the Apex Association, as applicable.
- 2.3. The Purchaser liability to pay maintenance charges shall comprise payment of the respective Project Common Area Maintenance Charges, Phase I-II-V Common Facilities Maintenance Charges and the Shared Common Area Maintenance Charges (collectively, the “**Aggregate Maintenance Charges**”). The Aggregate Maintenance Charges for the initial period of [ ] ([ ]) years from the Deemed Date of Possession are included in the Total Price of the Apartment. Thereafter, the Allottee shall be liable to pay the applicable monthly maintenance charges in advance by the 7<sup>th</sup> day of each month, without abatement or delay, to the entity then responsible for maintenance, as set out below.
- 2.4. Until the respective associations or the Federation are formed and the maintenance responsibilities handed over, the Promoter or its nominated agency shall operate and maintain the relevant facilities on a cost-plus basis to ensure reasonable return for the effort involved and shall collect the corresponding maintenance charges from the allottees. Upon formation of the relevant association or Federation:
- (i) the Project Association shall collect and apply the Project Common Area Maintenance Charges for Phase I;
  - (j) the Phase I-II-V Association shall collect and apply the Phase I-II-V Common Facilities Maintenance Charges for the STP, UGR and RWHT; and
  - (k) the Federation shall collect and apply the Shared Common Area Maintenance Charges for the Shared Common Areas, including the Driveway. The Project Association shall, as required, collect and remit to the other bodies the proportionate amounts of such charges payable by the allottees of the Project.
- 2.5. The Purchaser expressly authorises the Promoter, the Maintenance Body, the Project Association or the Apex Association, as relevant, to adjust from the Maintenance Security Deposit any unpaid Common Area Maintenance Charges and/or to deduct any expenditure incurred towards the management, maintenance, upkeep and security of the Common Areas. In the event of any such adjustment or deduction, the Purchaser shall, within 15 (fifteen) days of being notified thereof, replenish the shortfall in the Maintenance Security Deposit. Upon transfer of the respective Common Areas to the Associations/ Apex Association, the balance, if any, of the Maintenance Security Deposit (after adjustment) shall stand transferred to the respective associations and the allottees or Owners or lawful occupants of the Complex shall have no claim for refund thereof, it being clarified that the Purchaser shall be bound at all times by the Common Maintenance Rules.

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- 2.6. The Purchaser shall, as and when called upon by the Promoter, unconditionally execute, either personally or through a duly authorised Power of Attorney holder, all necessary declarations, instruments, writings, and/or Form A under the West Bengal Apartment Ownership Act, 1972 or under any amendment, re-enactment or replacement thereof, or under any other applicable law, for the purpose of enabling the formation and registration of an association of the allottees of the Project (hereinafter referred to as the “**Project Association**”) and of an association of the allottees of all Projects (hereinafter referred to as the “**Apex Association**”). Such obligation shall extend to the Purchaser’s successors-in-interest, assigns and transferees of the Apartment, who shall be similarly bound to cooperate. It is clarified that the execution of such declarations may be required to be done physically or electronically, as may be permitted under applicable law, and that any refusal, failure or delay on the part of the Purchaser to execute the same shall not impede the formation, registration or functioning of the Project Association and/or the Apex Association, and the Purchaser shall be deemed to have consented thereto..
- 2.7. Until the formation and full functioning of the Project Association and/or the Apex Association, the Promoter, either by itself or through the Maintenance Body appointed by it, shall have the authority to regulate, manage and oversee the use, maintenance and operation of the Common Areas, and for this purpose may frame, notify and enforce such rules, bye-laws and regulations as may be reasonably necessary for their proper upkeep, safety and enjoyment. Upon formation and operationalisation of the Project Association and/or the Apex Association, as the case may be, such authority shall vest in the respective association(s), who shall thereafter be entitled to adopt, modify, supplement or replace such rules/bye-laws, provided that at all times such rules/bye-laws shall remain consistent with and subject to the restrictions, conditions and principles set out in the Common Maintenance Rules and Applicable Law. The Purchaser and all other allottees/Owners/lawful occupants of the Complex shall be bound to comply with such rules/bye-laws both during the interim period and after formation of the relevant association(s).
- 2.8. The Promoter, the Maintenance Body, the Project Association or the Apex Association, as the case may be, shall have the absolute right of unrestricted ingress and egress to and upon all Common Areas and, where necessary, into any Apartment or any portion thereof, for the purpose of providing, supervising or ensuring proper maintenance, management and allied services. The Purchaser expressly agrees and undertakes not to obstruct, restrict or raise any objection to such access, whether during normal working hours upon due written and/or oral notice, or at any time without notice in the event of any emergency, safety concern, repair requirement, utility breakdown or other exigency requiring immediate intervention. It is further clarified that any such entry and activity by the Promoter, the Maintenance Body, the Project Association or the Apex Association, as the case may be, shall not be deemed to be trespass or wrongful entry, and the Purchaser shall extend full cooperation to enable effective enforcement of the Common Maintenance Rules and to ensure safety, security and proper functioning of the Project and the Complex as a whole.
- 3. THE OWNERS AND THE PROMOTER DOTH HEREBY REPRESENT AND WARRANT TO THE PURCHASER AS FOLLOWS**
- 3.1. The Owners has absolute, clear and marketable title with respect to the Larger Land.
- 3.2. The Promoter has requisite rights to carry out development upon the Project Land and absolute, actual physical and legal possession of the Project Land for developing the Project.

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- 3.3. The Owners and the Promoter have lawful rights and obtained requisite approvals from the competent authorities to carry out development of the Project.
- 3.4. As on the date of this Conveyance, the said Apartment is free from any mortgage.
- 3.5. There are no litigations pending before any Court of law with respect to the Project Land or the Apartment.
- 3.6. All approvals, licenses and permits issued by the competent authorities with respect to the Project Land, the Project and the Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owners and the Promoter have been at all times in compliance with all applicable laws in relation to the Project Land, the Project, and the Apartment.
- 3.7. The Promoter and the Owners have the right to execute this Deed of Conveyance and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected.
- 3.8. The Owners and the Promoter have not entered into any contract with any person or party with respect to the Apartment which will, in any manner, affect the rights of the Purchaser under this Deed of Conveyance.
- 3.9. The Owners and the Promoter confirm that the Owners and the Promoter are not restricted in any manner whatsoever from selling the Apartment to the Purchaser in the manner contemplated in this Deed of Conveyance.
- 3.10. The Owners and the Promoter have duly paid all government dues, rates, charges and taxes and other levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent authority (ies) till the possession has been granted of the Apartment equipped with all the agreed specifications, amenities and facilities has been handed over to the Purchaser.
- 3.11. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition) has been received by or served upon the Owners and the Promoter in respect of the Project Land and/or the Project.
- 3.12. The Promoter has paid all outgoings before transferring the physical possession of the said Apartment to the Purchaser, which it has collected from the Purchaser, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project).
- 3.13. The Purchaser, paying the rates and taxes and other amounts hereby reserved and observing and performing the terms, conditions and covenants herein contained and on its part to be paid performed and observed, shall hold and enjoy the freehold right title and interest in the Apartment without any interruption, hindrance, disturbance or obstruction by the Promoter or the Owners or any person claiming through under or in trust for the Promoter or the Owners.

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3.14. The Owners and the Promoter shall, at the costs and requests of the Purchaser, execute all necessary documents as may be reasonably required for more perfectly assuring the Apartment to unto and in favour of the Purchaser.

**4. THE PURCHASER DOTH HEREBY COVENANT WITH THE OWNERS AND THE PROMOTER AS FOLLOWS:**

4.1. The Purchaser hereby covenants, undertakes and agrees to duly observe, perform, fulfil and comply with all the terms, covenants, conditions, stipulations and obligations contained in the Agreement and this Deed, insofar as the same are applicable, relevant or referable to the Apartment, as if each of them were expressly set out and incorporated herein. The Purchaser shall not, whether by act of commission or omission, commit or cause to be committed any breach, contravention or default in respect of the said terms, covenants and conditions, and shall at all times conduct itself in conformity therewith so as to ensure the full, proper and punctual compliance.

4.2. The Purchaser shall not, at any time, do or permit to be done any act, deed, matter or thing in or upon the Apartment which may cause or be likely to cause nuisance, annoyance, disturbance, inconvenience or obstruction to the adjoining or neighbouring purchasers, occupants, residents, or to any visitors, invitees or members of the Club or other common areas. The Purchaser shall conduct themselves, and shall ensure that their family members, guests, agents, contractors, and invitees also conduct themselves, in a manner that preserves the peace, decorum, safety and enjoyment of the Project and its amenities.

4.3. The Purchaser shall indemnify, defend and keep fully and effectively indemnified the Owners and the Promoter, and their respective successors, assigns, directors, officers, employees and agents, from and against any and all losses, damages, liabilities, penalties, costs, charges, claims, demands, actions, proceedings, and expenses (including reasonable legal fees and disbursements) which may be suffered or incurred by, or made against, any of them as a consequence of or arising out of any breach or non-compliance by the Purchaser of any applicable law, rule, regulation, notification, or guideline issued by the Government or any statutory, regulatory or local authority, or any contravention or breach of the terms, conditions, covenants, or obligations set forth in this Deed or these presents, or any negligent or wilful act or omission on the part of the Purchaser, their family members, guests, employees, contractors or agents. Such indemnity shall survive the termination or cancellation of this Deed and shall be without prejudice to any other rights or remedies available to the Owners or the Promoter in law or equity.

4.4. The Purchaser shall, from the expiry of  () days from the date of issuance of the notice of possession (hereinafter referred to as the “**Deemed Date of Possession**”), be liable to pay and discharge, either in entirety or proportionately (as the case may be), all existing and future municipal or panchayat rates, taxes, levies, cesses, land revenues, assessments, impositions, outgoings and other public charges of every nature and description whatsoever (including any interest, penalties, damages, claims or other consequences arising on account of delayed or non-payment), which are or may hereafter be imposed, assessed, charged or levied in respect of, or attributable to, the said Apartment and/or the Project and/or any part of the Shared Common Areas constructed thereon, whether such charges are assessed upon or demanded from the

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Promoter or the Purchaser or any occupant, and whether in respect of the individual apartment, the overall Project, or the Shared Common Areas.

- 4.5. The Purchaser shall at all times strictly comply with all applicable laws, rules, regulations, notifications, circulars, and governmental or local authority directives as may be in force from time to time, governing the use, occupation, enjoyment and possession of the said Apartment, the I-II-V Common Facilities and the Shared Common Areas, and the Project as a whole, including but not limited to compliance with the Master Plan, and shall be solely and absolutely liable for any breach, contravention or default in respect thereof. The Purchaser shall further keep the Owners and the Promoter fully saved, harmless and indemnified from and against any and all losses, damages, liabilities, claims, demands, actions, proceedings, costs and expenses which the Owners and/or the Promoter may suffer, sustain or be put to by reason of any such breach or alleged breach of this covenant. Without prejudice to the generality of the foregoing, the Purchaser shall obtain the prior written consent of the Owners and the Promoter for carrying out any of the activities more fully described in Part [ ] of the [ ] Schedule hereunder written.
- 4.6. The Purchaser shall be solely responsible for making regular and timely payments towards consumption of electricity, water, and all other utilities, amenities, services or facilities that are supplied to or obtained for the Apartment, the I-II-V Common Facilities, the Shared Common Areas, and shall keep the Promoter fully saved, harmless and indemnified from and against any liability, demand or consequence arising in connection therewith. In the event any amounts remain outstanding in respect of electricity, water, or any other utilities, services or facilities consumed, availed or utilised for the Apartment and/or Common Areas whether assessed in the name of the Promoter or otherwise, the Purchaser shall be liable to pay the same directly to the concerned authority or service provider forthwith upon demand.
- 4.7. The Purchaser shall not, under any circumstances, use or permit the use of the Apartment for any purpose other than for his/her/its own bona fide residential use, and shall not carry on or permit to be carried on therein any commercial, institutional, industrial or other non-residential activity of any nature whatsoever. Any deviation from such permitted residential use shall constitute a material breach of this Deed and shall render the Purchaser liable for all consequences arising therefrom.
- 4.8. The Purchaser shall not, at any time, use or permit the use of the Apartment for any illegal, unlawful, immoral, hazardous, dangerous, or objectionable purpose or activity, or for any noisy, noxious, hazardous, or offensive trade, business or occupation which may cause nuisance, disturbance or annoyance to the other residents, occupants, or visitors of the Project, or which may violate any applicable law, rule, regulation or directive of any governmental or local authority. Any such use shall constitute a material breach of the terms of this Deed and shall render the Purchaser liable for all consequences arising therefrom.
- 4.9. The Purchaser shall not, under any circumstances, amalgamate, sub-divide, partition, or otherwise reconfigure the Apartment or any part thereof with any other Apartment within the Project, whether physically, structurally or under any arrangement, understanding or agreement, formal or informal, and whether or not for consideration, without the prior written consent of the Owners and the Promoter. Any such unauthorised amalgamation, sub-division or partition shall constitute a material breach of this Deed and shall render the Purchaser liable for all legal consequences arising therefrom, including but not limited to restoration to original condition at the Purchaser's cost.

- 4.10. The Purchaser shall not bring into, store, or permit to be brought into or stored within the Apartment, the Project, the Common Areas, any hazardous, inflammable, combustible, explosive, or toxic substance, or any item such as raw hides, bate, skins, chemicals, or other articles or materials which may pose a risk of injury, damage, contamination, or nuisance to the residents or to any part of the Project or the Common Areas. The Purchaser shall also refrain from doing or permitting to be done any act, omission, or activity within or in relation to the Apartment that may in any manner cause structural, aesthetic, environmental or economic deterioration, depreciation, defacement or injury to the Project, the I-II-V Common Facilities, or the Shared Common Areas, except strictly in accordance with applicable laws, rules and regulations. Any contravention of this covenant shall constitute a material breach of this Deed and render the Purchaser liable for full restitution, remedial costs and indemnification of the Owners and/or the Promoter.
- 4.11. With effect from the Deemed Date of Possession as specified in the possession call letter, the Purchaser shall be solely and exclusively liable to pay, in full and without demur, all charges, levies and outgoings in respect of the Apartment, and proportionately in respect of the I-II-V Common Facilities and the Shared Common Areas, including but not limited to Common Area Maintenance Charges, electricity charges, [●], all applicable levies, duties, surcharges, cesses, rates, taxes, and statutory outgoings, including GST, betterment charges, development charges and any other charges imposed or leviable under any prevailing law, rule, regulation, or directive of any competent authority. All such payments shall be made by the Purchaser within 15 (fifteen) days from the date of demand being raised by the Owners, the Promoter, or their authorised representative, without raising any objection, withholding or deduction whatsoever, and the Owners and/or the Promoter shall not be liable in any manner for the same under any circumstances.
- 4.12. The Purchaser shall not, under any circumstances or for any reason whatsoever, whether directly or indirectly, cause or attempt to cause any obstruction, interruption, nuisance, impediment, interference, restriction or objection in respect of or relating to the construction, development, completion, marketing, transfer, sale, disposal, or occupation of the remaining Apartments within the Project. The Purchaser expressly undertakes to fully cooperate and not to interfere in any manner with the Promoter's rights, obligations, or activities in relation to the unsold, unconstructed, under-construction, or the Future Development Zones.
- 4.13. The Purchaser shall, at his/her/its own cost and responsibility, cause the said Apartment to be mutated in his/her/its name in the records of the concerned municipal, panchayat or other competent authority, and/or obtain separate assessment thereof for the purposes of property tax, municipal rates, or any other statutory levies, as may be applicable. The Purchaser shall ensure timely compliance with all procedural and documentary requirements for such mutation and assessment, and the Promoter and/or the Owners shall not be liable in any manner for any delay, omission or deficiency in the same.
- 4.14. The Purchaser shall be liable to pay all amounts, charges, deposits, contributions and other sums which are payable by the Purchaser under this Deed of Conveyance and/or which are deemed to be the Purchaser's liability hereunder, irrespective of whether the same are demanded, invoiced or become due prior to or subsequent to the execution of this Deed of Conveyance. Such liability shall extend to all amounts arising out of or in connection with the Purchaser's obligations herein, and shall be discharged promptly upon demand without any withholding, set-off or delay.

- 4.15. The Purchaser shall be solely liable to pay, as and when demanded, all future betterment charges, development charges, replacement costs, renovation expenses, refurbishment levies, upgradation costs and any other similar outgoings or contributions levied, imposed or required in relation to the Apartment, the I-II-V Common Facilities and/or the Shared Common Areas, whether by the relevant authorities, any residents' association, maintenance agency, or otherwise, and shall make such payments promptly without demur, deduction or set-off.
- 4.16. The Purchaser shall, upon taking possession or deemed possession, be solely and exclusively responsible, at his/her/their/its own cost, for maintaining the said Apartment in good, proper and tenable condition and repair, and shall not do, permit or cause to be done any act, omission, alteration, addition or change in or to the Apartment, the common passages, corridors, circulation areas, roads, driveways, pedestrian walkways of the Project, the I-II-V Common Facilities, the Shared Common Areas, or any future extension thereof, which may violate or contravene any applicable law, rule or regulation of any competent authority, or which may impair, obstruct, damage or adversely affect the structural integrity, services, utilities, sewers, drains, pipes, appurtenances or overall condition of the Project. The Purchaser shall at all times maintain the Apartment and its appurtenances in good, safe and serviceable condition so as to preserve the value, appearance and utility thereof, and to avoid causing nuisance, inconvenience or hazard to the other purchasers, occupants or users of the Project.
- 4.17. The Purchaser agrees and undertakes that, without prejudice to the Purchaser's obligations set forth hereinabove, if the Purchaser makes or causes to be made any unauthorised alteration, addition, modification, or repair in or to the said Apartment or any part thereof—such as alteration of the approved colour scheme, extension or modification of construction, demolition or deviation from the plan sanctioned by the competent authority, or any other unauthorised structural or aesthetic change the Promoter shall be entitled, at its sole discretion, to call upon the Purchaser in writing to rectify such unauthorised work and to restore the said Apartment to its original and approved condition within 30 (thirty) days from the date of such written intimation. In the event of the Purchaser's failure to do so within the stipulated period, the Purchaser shall be solely liable for all legal, financial and regulatory consequences arising therefrom, including any penalties, demolition costs, or third-party claims, and shall further indemnify and hold harmless the Promoter and/or the Owners from and against any loss, liability or action resulting from such unauthorised act.
- 4.18. The Purchaser shall not put any sign-board/name-plate, neon light, publicity material or advertisement material etc, on the face /facade or anywhere in the exterior or vicinity of the said Apartment other than in the manner as displayed by the Promoter at the time of handover of the Apartment. The Purchaser will also not do any changes, interfere with the Project Common Area, I-II-V Common Facilities and the Shared Common Areas in any manner whatsoever. The Purchaser shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design of the Apartment.
- 4.19. The Purchaser shall plan, regulate and distribute the electrical load within the Apartment strictly in conformity with the electrical infrastructure, systems, capacities and specifications installed by the Promoter and, upon handover, by the Maintenance Body, the Project/Apex Association, as the case may be, in terms of this Deed. The Purchaser shall not overload or tamper with the electrical installations or systems in a manner that may impair, disrupt or endanger the safety or functioning of the electrical network within the Apartment or the Project. The Purchaser shall be

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solely responsible for any loss, damage, risk, hazard, fire, injury or liability arising out of or resulting from any breach of this clause and shall indemnify the Promoter and/or the Maintenance Body for any claims, costs or consequences occasioned thereby.

- 4.20. The Purchaser has, after having been given full opportunity and access, personally inspected, verified and satisfied himself/herself/themselves/itself with respect to all relevant documents pertaining to the Project, including the title of the Owners to the Project Land, the Promoter's rights and authority to develop and convey the Apartment, the master plan, the approved floor plan, specifications, payment schedule, amenities and facilities forming part of the Project and the Shared Common Areas. The Purchaser has further examined the workmanship, materials used, the status of construction, and the condition, quality and description of all fixtures, fittings and finishes provided or to be provided in the Apartment, and has confirmed the carpet area of the Apartment. The Purchaser has also understood the extent, scope and nature of his/her/its rights, obligations and interest in the Project and the Complex has specifically acknowledged that any limited right of way or access over the Driveways of the Future Development Zones shall be subject to such terms as may be prescribed by the Promoter or the respective Owners/associations thereof. Based on such due inspection and verification, the Purchaser confirms that he/she/they/it is fully satisfied with all aspects of the Project, the Apartment, and the documentation and approvals related thereto, and shall not raise any requisition or claim against the Owners and/or the Promoter in this regard at any time hereafter, save and except as may arise under the workmanship defect liability provisions in the Real Estate (Regulation & Development) Act, 2016.
- 4.21. The Purchaser shall, from time to time, comply with all rules, bye-laws, guidelines and code of conduct as may be framed or amended by any association, society, or maintenance body formed or designated in respect of the Project and/or Shared Common Areas. The Purchaser shall also become a member of such body and shall execute all documents and pay all fees, subscriptions, and deposits required for such membership.
- 4.22. The Purchaser acknowledges, confirms and irrevocably agrees that he/she/they/it shall not have and shall not claim any right, title, interest, lien, entitlement, easement, or benefit of any nature whatsoever in or over any lands, premises, structures, buildings, open or common areas, amenities, facilities or rights appurtenant to any future phases or extensions of the Project, or in respect of the Future Development Zones owned/to be owned, held, possessed, acquired, or developed by the Promoter and/or the Owners, whether contiguous to the Project or otherwise, save and except to the limited extent, if any, expressly and unequivocally conferred under this Deed. The Purchaser expressly waives and relinquishes all present or future claims, demands, assertions or expectations with regard to any such future development, infrastructure, or extension, including any purported right of way, access, sharing of amenities, or allocation of open space, unless expressly granted under this Deed. It is further clarified that the Promoter and/or the Owners shall be entitled, in their sole discretion and without any reference to or consent from the Purchaser, to plan, develop, dispose of, amalgamate, sub-divide, or otherwise deal with such Future Development Zones in any manner whatsoever.
- 4.23. The Purchaser acknowledges that the use of the Shared Common Areas shall be in common with other purchasers and occupants of the Complex and/or any future extensions, and that no exclusive right or claim over any portion thereof shall accrue in favour of the Purchaser, except for the exclusive use of the said Apartment.

4.24. The Purchaser acknowledges and agrees that all amenities, facilities and services provided or proposed to be provided in the Project are meant for the collective use, benefit and enjoyment of all purchasers and lawful occupants of the Project, and shall be used by them in a non-exclusive and proportionate manner. The Purchaser further acknowledges that the amenities, facilities and services forming part of the Shared Common Areas are specifically intended for proportionate and shared use by all allottees and occupants of the Complex only. The Purchaser shall not claim any exclusive right, title or preferential access to any such amenity or facility. The Promoter shall not be liable for any reduction in quality, availability, functionality or efficiency of such amenities, facilities or services arising due to overuse, shared usage, congestion, infrastructure limitations, or restrictions imposed by statutory or local authorities, provided that reasonable standards of maintenance are observed. The Purchaser agrees to use all such common areas and facilities in a cooperative manner, in accordance with the rules framed by the Promoter, Owners, or any association or maintenance body constituted for the Project or the Apex Body.

**5. THE PARTIES DO HEREBY COVENANT WITH EACH OTHER AS FOLLOWS:**

- 5.1. Any relaxation, indulgence, forbearance, extension of time or waiver granted by the Promoter to the Purchaser in respect of the performance of any obligation, condition or covenant under this Deed, whether express or implied, shall be without prejudice to and shall not be construed as a waiver of any of the rights, remedies or entitlements of the Promoter under this Deed or under applicable law. Any such indulgence shall not constitute a precedent or prevent the Promoter from subsequently insisting on strict and full compliance with the terms hereof, nor shall it operate to limit or extinguish any claim or cause of action that may have accrued or may thereafter accrue to the Promoter against the Purchaser.
- 5.2. The Apartment shall at all times be treated as a single, composite and indivisible unit for all purposes, including but not limited to transfer, sale, mutation, use, occupation, assessment of taxes, imposition of maintenance charges, and compliance with applicable laws and rules. The Purchaser shall not, under any circumstances, sub-divide, partition, or otherwise deal with any portion thereof separately or independently, whether by way of agreement, arrangement, or otherwise, save and except in accordance with the express provisions of this Deed and subject to prior written consent of the Promoter and/or competent authorities, wherever applicable.

**6. DEFECT LIABILITY**

- 6.1. The Promoter shall, in accordance with Section 14(3) of the Real Estate (Regulation and Development) Act, 2016, be responsible to rectify any structural defect or any defect in workmanship, quality, provision of services or any other obligation of the Promoter as stipulated under this Deed, if brought to its notice in writing by the Purchaser within a period of 5 (five) years from the date of handing over possession. Such rectification shall be carried out by the Promoter without any additional charge within 30 (thirty) days of such notice. In the event of the Promoter's failure to do so, the Purchaser shall be entitled to receive appropriate compensation in the manner provided under the Act.
- 6.2. The Purchaser shall, as a condition precedent to any claim under Clause 6.1, provide written notice of the purported defect to the Promoter and allow the Promoter and/or its authorised representative a reasonable opportunity of up to 15 (fifteen) days from receipt of such notice to inspect, verify and assess the alleged defect. In the event the Purchaser alters or causes to be

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altered the condition or state of the area alleged to be defective, without allowing such inspection, the Promoter shall be discharged from any obligation to rectify or compensate for such defect .

6.3. The Purchaser expressly agrees and acknowledges that the Promoter shall not be liable to rectify or compensate for any defect or damage that is attributable to:

- (l) misuse, negligent or improper use of the Apartment or any part thereof, including any use which is not residential use;
- (m) unauthorised modifications, alterations, repairs or tampering carried out by the Purchaser or any person acting under their authority;
- (n) failure by the Purchaser to maintain the Apartment, the I-II-V Common Facilities and Shared Common Areas in accordance with prescribed standards;
- (o) accidents, vandalism, force majeure events, or acts beyond the reasonable control of the Promoter; or
- (p) regular wear and tear, including but not limited to hairline cracks in internal or external walls (excluding RCC structural members) due to temperature variations exceeding 20°C, which do not impair structural integrity.

6.4. The Purchaser agrees and understands that the Project has been designed and constructed based on the Promoter's commitment to engage appropriate vendors and ensure that all essential equipment, fixtures and fittings forming part of the Apartment and the Common Areas are covered under valid manufacturer warranties or maintenance contracts. It is clarified that the responsibility of the Promoter shall be limited to facilitating the continuation of such third-party warranties and not to independently replace or repair components where the defect lies with such manufacturers or service providers.

6.5. The Purchaser agrees that any question as to the existence or nature of a structural defect, or any issue relating to defective material, workmanship, quality, or provision of services, shall be referred to the Promoter's appointed architect or structural engineer, whose decision shall be final and binding, unless manifestly arbitrary or in conflict with an independent expert opinion obtained by the Purchaser at their own cost.

## 7. POSSESSION

The Purchaser hereby confirms and acknowledges that he/she/they/it has received possession of the Apartment on the [ ] day of [ ] 20[•], in accordance with the terms of this Deed. Such possession has been granted after inspection and to the full satisfaction of the Purchaser, and the Purchaser has no claim outstanding with regard to physical possession, save and except any obligations expressly surviving under this Deed.

Vinayak – 21 Acres

**SCHEDULE A**

**[DESCRIPTION OF OWNERS]**

SI No	Owner
1	[ ], (CIN No. [ ]), (PAN: [ ]), an existing Company under the Companies Act, 2013, having its Registered Office at [ ], West Bengal, India, represented by its authorized signatory [ ], (PAN [ ]), (Aadhaar No. [ ]), son of [ ], and duly authorized vide Board Resolution dated [ ].

*Vinayak – 21 Acres*


**SCHEDULE B**

**PART I**

**[DESCRIPTION OF LARGER LAND]**

**ALL THAT** the piece and parcel of land containing an area of [ ] acres more or less equivalent to [ ] decimals comprised in LR Dag Nos. [ ], lying and situate at Mouza [ ], J.L. No. [ ], Police Station [ ] within the local limits of [ ] Municipality / Gram Panchayat, under the jurisdiction of Additional District Sub-Registrar Rajarhat, New Town, District South 24 Parganas, PIN [ ] and butted and bounded as follows:

*Vinayak – 21 Acres*

**ON THE NORTH:**

**ON THE EAST:**

**ON THE WEST:**

**ON**

**THE SOUTH:**

And delineated in the map/ plan attached as **Annexure** [ ] hereto and marked with color [ ].

## **PART II**

### **[DESCRIPTION OF PROJECT LAND]**

**ALL THAT** the piece and parcel of land containing an area of [ ] acres more or less equivalent to [ ] decimals comprised in LR Dag Nos. [ ], lying and situate at Mouza [ ], J.L. No. [ ], Police Station [ ] within the local limits of [ ] Municipality / Gram Panchayat, under the jurisdiction of Additional District Sub-Registrar Rajarhat, New Town, District North 24 Parganas, PIN [ ] and butted and bounded as follows:

**ON THE NORTH:**

**ON THE EAST:**

**ON THE WEST:**

**ON THE SOUTH:**

And delineated in the map/ plan attached as **Annexure** [ ] hereto and marked with color [ ].

## **PART III**

### **[DESCRIPTION OF DRIVEWAY LAND]**

**ALL THAT** the piece and parcel of land containing an area of [ ] acres more or less equivalent to [ ] decimals comprised in LR Dag Nos. [ ], lying and situate at Mouza [ ], J.L. No. [ ], Police Station [ ] within the local limits of [ ] Municipality / Gram Panchayat, under the jurisdiction of Additional District Sub-Registrar Rajarhat, New Town, District North 24 Parganas, PIN [ ] and butted and bounded as follows:

**ON THE NORTH:**

**ON THE EAST:**

**ON THE WEST:**

Vinayak – 21 Acres

**ON THE SOUTH:**

And delineated in the map/ plan attached as **Annexure [ ]** hereto and marked with color [ ].

**PART IV**

**[DEVOLUTION OF TITLE]**

*[To be inserted]*

**SCHEDULE C**

**PART I**

**(DESCRIPTION OF PROJECT COMMON AREAS)**

Serial No	Description
1	[ ]
2	[ ]
3	[ ]
4	[ ]

**PART II**

**(DESCRIPTION OF PHASE I-II-V EXCLUSIVE FACILITIES)**

Serial No	Description
1	[ ]
2	[ ]
3	[ ]
4	[ ]

**PART III**

**(DESCRIPTION OF SHARED COMMON AREAS)**

Serial No	Description	Completion Time
1	[ ]	
2	[ ]	
3	[ ]	

4	[ ]	
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## SCHEDULE D

### PART I

#### (DESCRIPTION OF APARTMENT)

**ALL THAT** the residential Apartment No. [ ] on the [ ] floor of Tower No [ ] having carpet area of [ ] square metre (equivalent to [ ] square feet) along with an exclusive balcony area of [ ] square metre (equivalent to [ ] square feet), an exclusive open terrace area of [ ] square metre (equivalent to [ ] square feet) appurtenant to the carpet area of the residential Apartment and along with an exclusive utility room area of [ ] square metre (equivalent to [ ] square feet) corresponding to a built up area of [ ] square metre (equivalent to [ ] square feet) and corresponding super built up area of [ ] square metre (equivalent to [ ] square feet) in the Phase I Project to be constructed on the Phase I Land forming part of the Phase I Project and delineated on the map/plan annexed as **Annexure [ ]** and bordered around in colour [ ] .

### PART II

#### (DESCRIPTION OF PARKING SPACE)

*[To be inserted]*

and delineated on the map/plan annexed as **Annexure [ ]** and bordered around in colour [ ]

### PART III

#### (SPECIFICATIONS OF APARTMENT)

*[To be inserted]*

## SCHEDULE E

[Common Maintenance Rules]  
[to be inserted]

*Vinayak -- 21 Acres*

**IN WITNESS WHEREOF** the Owners, the Promoter and the Purchaser have executed and delivered this instrument of Conveyance on the day month and year given above.

**SIGNED SEALED AND DELIVERED** by  
the within named **OWNERS** herein at Kolkata  
in the presence of:

*Vinayak – 21 Acres*

1.

---

2.

**SIGNED SEALED AND DELIVERED** by  
the within named **PROMOTER** herein at  
Kolkata in the presence of:

1.

2.

**SIGNED SEALED AND DELIVERED** by  
the within named **PURCHASER** herein at  
Kolkata in the presence of:

1.

2.

---

**Drafted and prepared as per document produce before us and instruction from our client.**

*Vinayak – 21 Acres*

**Advocate**

**SAMYAKK ATTORNEYS**

**The Lords**

**8, Strand Road**

**Room No 3B**

**Kolkata- 700001**

**RECEIPT AND MEMO OF CONSIDERATION**

**RECEIVED** by the Promoter of and from the within named Purchaser the within mentioned sum of **Rs.[ ]/- (Indian [ ] only)** being the total consideration receivable by the Promoter under these presents as per memo written herein below:

<b>Mode</b>	<b>Date</b>	<b>Bank</b>	<b>Amount [Rs.]</b>
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Vinayak – 21 Acres

		<b>TOTAL</b>	

(Indian Rupees [ ] only)

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[Promoter]

Witnesses:

1.

2.

KYAL DEVELOPERS PRIVATE LIMITED  
  
Director / Authorised Signatory