

## CONVEYANCE

1. **Date:**
2. **Nature of document:** Deed of Conveyance
3. **Parties:**
  - 3.1 **Owners:**
    - 3.1.1 **EMPEROR RESIDENCY PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AADCE2927J);
    - 3.1.2 **GREENVIEW INFRAABASAN PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AAFCG4031K);
    - 3.1.3 **GREENVIEW INFRANIKETAN PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AAFCG4046A);
    - 3.1.4 **EMPEROR HIRISE PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AADCE2924M);
    - 3.1.5 **GREENVIEW ENCLAVE PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AAFCG2860G);
    - 3.1.6 **GREENVIEW INFRANIRMAN PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AAFCG4037R);
    - 3.1.7 **EXULT APARTMENTS PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AABCE8719Q);
    - 3.1.8 **EXULT INFRASTRUCTURE PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AABCE8797L);
    - 3.1.9 **EXULT SHELTERS PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AABCE8799E);
    - 3.1.10 **EXULT REAL ESTATES & DEVELOPERS PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AABCE8717A);
    - 3.1.11 **EXULT CONSTRUCTIONS PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AABCE8802C);
    - 3.1.12 **EXULT RESIDENCY PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AABCE8800A);
    - 3.1.13 **GREENVIEW AWAS PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AAFCG4033M);
    - 3.1.14 **EXULT REAL ESTATES CONSULTANTS PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AABCE9022G);
    - 3.1.15 **EXULT REAL ESTATES AGENTS PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AABCE9021F);
    - 3.1.16 **EXULT TRANSPORT PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AABCE8798F);
    - 3.1.17 **EXULT BUILDERS PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AABCE8718R);
    - 3.1.18 **GREENVIEW GARDEN PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AAFCG3868E);
    - 3.1.19 **GREENVIEW KUTIR PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AAFCG3872J);
    - 3.1.20 **GREENVIEW MANSIONS PRIVATE LIMITED** (CIN No. \_\_\_\_\_)

- 3.1.21 GREENVIEW HOSPITALITY PRIVATE LIMITED (CIN No. and PAN AAFCG3870L);  
and PAN AAFCG4034N);
- 3.1.22 GREENVIEW INFRAHOMES PRIVATE LIMITED (CIN No. and PAN AAFCG3874Q);
- 3.1.23 GREENVIEW PROCON PRIVATE LIMITED (CIN No. and PAN AAFCG4041H);
- 3.1.24 GREENVIEW INFRABUILD PRIVATE LIMITED (CIN No. and PAN AAFCG4039B);
- 3.1.25 GREENVIEW INFRAAWAS PRIVATE LIMITED (CIN No. and PAN AAFCG4038A);
- 3.1.26 GREENVIEW NIWAS PRIVATE LIMITED (CIN No. and PAN AAFCG3875R);
- 3.1.27 EXULT ENCLAVE PRIVATE LIMITED (CIN No. and PAN AABCE9879K);
- 3.1.28 GREENVIEW INFRAHOUSING PRIVATE LIMITED (CIN No. and PAN AAFCG3876N);
- 3.1.29 GREENVIEW INFRAREALTORS PRIVATE LIMITED (CIN No. and PAN AAFCG3871M);
- 3.1.30 EXULT BUILDCON PRIVATE LIMITED (CIN No. and PAN AABCE9881D);
- 3.1.31 EXULT HOMES PRIVATE LIMITED (CIN No. and PAN AABCE9875F);
- 3.1.32 GREENVIEW INFRAESTATES PRIVATE LIMITED (CIN No. and PAN AAFCG 3873K);
- 3.1.33 IDEAL REALCON PRIVATE LIMITED (CIN No. and PAN AABCI9005K);
- 3.1.34 IDEAL CARRIERS & LOGISTICS PRIVATE LIMITED (CIN No. and PAN AABCI9001P);
- 3.1.35 IDEAL INFRALOGISTICS PRIVATE LIMITED (CIN No. and PAN AABCI9003R);
- 3.1.36 GREENVIEW SHELTERS PRIVATE LIMITED (CIN No. and PAN AAFCG3878C);
- 3.1.37 EXULT HEIGHTS PRIVATE LIMITED (CIN No. and PAN AABCE9876G);
- 3.1.38 EXULT NIRMAN PRIVATE LIMITED (CIN No. and PAN AABCE9878J);
- 3.1.39 IDEAL DEVCON PRIVATE LIMITED (CIN No. and PAN AABCI9261K);
- 3.1.40 GREENVIEW COMPLEX PRIVATE LIMITED (CIN No. and PAN AAFCG3869F);
- 3.1.41 GREENVIEW DEVCON PRIVATE LIMITED (CIN No. and PAN AAFCG4047B);
- 3.1.42 GREENVIEW COLONIZERS PRIVATE LIMITED (CIN No. and PAN AAFCG4045D);
- 3.1.43 IDEAL INFRABUILD PRIVATE LIMITED (CIN No. and PAN AABCI9004J);
- 3.1.44 ODIN HOUSING PROJECTS PRIVATE LIMITED (CIN No. and PAN AAACO2901R);

- 3.1.45 **EXULT ESTATES PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AABCE9880C);
- 3.1.46 **IDEAL AWAS PRAVTE LIMITED** (CIN No. \_\_\_\_\_ and PAN AABCI9854N);
- 3.1.47 **GREENVIEW PLAZA PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AAFCG4042E);
- 3.1.48 **EMPEROR PROMOTERS PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AADCE2919A);
- 3.1.49 **GREENVIEW ABASAN PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AAFCG4036Q);
- 3.1.50 **IDEAL NICE PLAZA PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AABCI9874J);
- 3.1.51 **IDEAL MARRYGOLD HIGHRISE PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AABCI9855P);
- 3.1.52 **IDEAL ORCHID NIRMAN PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AABCI9856Q);
- 3.1.53 **IDEAL SILVERLINE BUILDCON PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AABCI9876L);
- 3.1.54 **IDEAL NIWAS PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AACCI0398C);
- 3.1.55 **IDEAL ROSE DEVELOPERS PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AABCI9857R);
- 3.1.56 **GREENVIEW COTTAGE PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AAFCG4044C);
- 3.1.57 **GREENVIEW HEIGHTS PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AAFCG3877P);
- 3.1.58 **GREENVIEW INFRALOGISITICS PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AAFCG4040G);
- 3.1.59 **ANJANI PROPERTIES PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AAECA3975F);
- 3.1.60 **EMPEROR APPARTMENTS PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AADCE2928H);
- 3.1.61 **EMPEROR AWAS PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AADCE2920R);
- 3.1.62 **EMPEROR COMPLEX PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AADCE2916R);
- 3.1.63 **EMPEROR CONCLAVE PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AADCE2915N);
- 3.1.64 **EMPEROR HOMES PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AADCE3282E);
- 3.1.65 **GREENVIEW NIRMAN PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AAFCG2778P);
- 3.1.66 **EMPEROR ABASAN PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AADCE3280G);
- 3.1.67 **IDEAL RESIDENCY MANAGEMENT & SERVICE PRIVATE LIMITED,** (CIN No. \_\_\_\_\_ and PAN AABCI6086Q);
- 3.1.68 **EMPEROR INFRAPROJECTS PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AADCE2921Q);

- 3.1.69 **EMPEROR MANSSION PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AADCE2926K);
- 3.1.70 **EMPEROR TOWERS PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AADCE2931N);
- 3.1.71 **EXULT PLAZA PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AABCE8801B);
- 3.1.72 **EXULT PROPERTIES PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AACCE2077N);
- 3.1.73 **EXULT RETREAT PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AADCE2763N);
- 3.1.74 **EXULT ROAD HOUSE PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AADCE2812J);
- 3.1.75 **GREENVIEW INFRAPROPERTIES PRIVATE LIMITED,** (CIN No. \_\_\_\_\_ and PAN AAFCG4032L);
- 3.1.76 **EXULT MOTEL PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AADCE2773L);
- 3.1.77 **IDEAL ABASAN PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AABCI9853M);
- 3.1.78 **IDEAL APARTMENTS PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AAAFI7024G);
- 3.1.79 **IDEAL GRACE INFRACON PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AACCI0241E);
- 3.1.80 **IDEAL JASMINE NIWAS PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AACCI0240F);
- 3.1.81 **IDEAL RICE PROJECTS PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AABCI7860E);
- 3.1.82 **IDEAL SAYONARA TOWERS PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AABCI9875K)

All the aforesaid companies (Owner Nos. 1 to 82) are companies within the meaning of the Companies Act, 2013 having their respective registered offices at 50, Jawahar Lal Nehru Road, Post Office Little Russel Street, Police Station Shakespeare Sarani, Kolkata-700071, District Kolkata and all being represented by their authorized signatory **Mr. Ravi Kumar Daruka (PAN : AYGPD5744C)**, son of Mr. Shiv Kumar Daruka, an Indian National, by faith Hindu, by occupation Service at the care of Ideal Group, 50, Jawahar Lal Nehru Road, Post Office Little Russel Street, Police Station Shakespeare Sarani, Kolkata – 700071, District Kolkata.

- 3.1.83 **SRAWAN KUMAR HIMATSINGKA (PAN AAPPH7844E)** son of Late D. N. Himatsingka, an Indian Citizen, by faith Hindu, by occupation Business, Residing at 20 Mandeville Gardens, Police Station Gariahat, Post Office Ballygunge, Kolkata-700019;
- 3.1.84 **SMT. KANAK HIMATSINGKA (PAN AAPPH7843D)** wife of Srawan Kumar Himatsingka, an Indian Citizen, by faith Hindu, by occupation Business, Residing at 20 Mandeville Gardens, Police Station Gariahat, Post Office Ballygunge, Kolkata-700 019;

3.1.85 **NAKUL HIMATSINGKA (PAN AAPP7846G)** son of Shri S. K. Himatsingka, an Indian Citizen, by faith Hindu, by occupation Business, Residing at 20 Mandeville Gardens, Police Station Gariahat, Post Office Ballygunge, Kolkata-700019;

3.1.86 **DIVYA HIMATSINGKA (PAN AEAPG9715N)** wife of Sri Nakul Himatsingka, an Indian Citizen, by faith Hindu, by occupation Business, residing at 20, Mandeville Gardens, Post Office Ballygunge, Police Station Gariahat, Kolkata- 700019.

Owner Nos. 83 to 86 being represented by their Constituted Attorney **Mr. Ravi Kumar Daruka (PAN: AYGPD5744C)**, son of Mr. Shiv Kumar Daruka, an Indian Citizen, by faith Hindu, by occupation Service at Ideal Group of 50, Jawahar Lal Nehru Road, Post Office Little Russel Street, Police Station Shakespeare Sarani, Kolkata – 700071, District Kolkata authorized vide Power of Attorney dated \_\_\_\_\_ of the **First Part**,

3.2 **Promoter: IDEAL REAL ESTATES PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 50, Jawaharlal Nehru Road, Police Station Shakespeare Sarani, Kolkata-700071 (PAN AAACD9025H), represented by its authorized signatory \_\_\_\_\_, son of \_\_\_\_\_, by faith Hindu, by nationality Indian, by occupation Service, working for gain at 50, Jawaharlal Nehru Road, Police Station Shakespeare Sarani, Kolkata – 700071 (PAN \_\_\_\_\_) authorized vide board resolution dated \_\_\_\_\_ of the **Second Part**, and

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

3.4 The term “Owners” shall unless excluded by or repugnant to the subject or context be deemed to mean and include the respective successors-in-interest and assigns in case of companies and the respective heirs, successors, executors, administrators, legal representatives and assigns in case of individuals. The term “Promoter” shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest and assigns. The Owners and the Promoter are hereinafter collectively referred to as “**the Vendors**”.

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

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

#### 4. **Subject Matter of Sale:**

Sale on ownership basis of the residential apartment described in **Part I of Schedule-G (Said Apartment)** in the Block named therein (“**said Block**”) forming part of the cluster of buildings comprised in the Said Complex (defined in Clause 5.2 below) constructed on All That the pieces and parcels of land together aggregating about 884.442 decimals (equivalent to about 535.994 cottahs) be the same a little more or less comprised in Dag Nos. 489, 490, 491, 492, 549, 550, 551, 552, 553, 555 and 561 in Mouza Mahisbathan, J. L. No. 18 and Dag Nos. 852 and 918 in Mouza Thakdari, J. L. No. 19, both within jurisdiction of Police Station Salt Lake Electronics Complex (previously Bidhannagar East), within Ward No. 28 of Bidhannagar Municipal Corporation and now allotted Provisional Holding No. 001 by Bidhannagar Municipal Corporation, District North 24 Parganas, Pin – 700102 described in **Schedule-B (Said Land)** together with undivided, impartible, proportionate and variable share in the said Land as be attributable and appurtenant to the said Apartment (“**Land Share**”) together with the right to park a medium sized car in the parking spaces described in **Part II of Schedule G (“Parking Space”)**, if any, together with undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the said Block and the said Land inclusive of the facilities of the Residents’ Club (defined in Clause 14 of Part II of Schedule E below), as be attributable and appurtenant to the said Apartment (“**Share In Common Areas**”) subject to the mutual easements and restrictions mentioned in this Deed including in **Schedule-D** hereto and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in **Clause 6.1, Clause 6.3 and Schedule-E**. The Land Share shall be the proportion which the carpet area of the Said Apartment bears to the total carpet area of all the Apartments in the Said Complex. The said common areas, amenities and facilities are described in **Schedule C** (collectively **Common Areas**). The said Apartment, the Land Share, the Parking Space, if any, and the Share In

Common Areas are hereinafter collectively referred to as “**the said Apartment Unit**” and are described in **Part III of Schedule G**.

**5. Background:**

- 5.1 The Owners are the absolute and lawful owners of the said Land (morefully described in **Schedule B**) by virtue of several purchase deeds executed and registered in favour of the Owners, details whereof are mentioned in **Schedule A**.
- 5.2 The Promoter has formulated a scheme for the development of several clusters of buildings primarily for residential purpose in the Project named “**Ideal Aquaview**” (collectively **Said Complex**), sale of various apartments/spaces, with or without car parking space/s and other appurtenances (collectively **Apartments And Appurtenances**) in the Said Complex and usages of common areas and utilities at the Said Complex as summarized below. Such development is proposed to be made in phases and for such purpose the Promoter has entered into and/or intends to enter into agreements in respect of several plots of lands in phases for development of the Said Complex in phases in accordance with the sanctioned building plans that would be issued phase wise.
- 5.3 The Promoter has developed/is developing the said Land in two phases being Phase I and Phase II. The Promoter has negotiated/is negotiating with other land owners owning lands adjacent to the said Land and upon agreements being entered into in respect of a reasonable sized land parcel, the Promoter intends to apply for sanctioned building plan /revised /modified plan consisting of new buildings and additional floors on the said Land and/or the additional lands contiguous and/or adjacent to the said Land that may be used for Phase III at the sole discretion of the Promoter. Phase III is intended to comprise of several new buildings and/or additional floors above the top floor of the buildings already sanctioned on the said Land that may be sanctioned /permitted in future on the basis of the Floor Area Ratio (FAR) permissible from time to time in respect of additional lands contiguous and/or adjacent to the said Land as also the additional/further Floor Area Ratio (FAR) permissible from time to time in respect of the said Land including any additional FAR that may be sanctioned /permitted due to green building certification and/or other factors, etc. and such new buildings and/or additional floors may be constructed on such additional lands and/or any portion of the land comprised in the said Land, that is land used for Phase I and/or Phase II and/or above the top floor of the buildings that have already been sanctioned on the said Land. The Promoter shall be entitled at its option to either apply for a new independent sanctioned plan for Phase III for the purpose of construction of new buildings on any part of the said Land and/or additional floors above the top floor of the buildings already sanctioned on the said Land and utilize the entire sanctionable/permissible FAR in respect of the said Land and every portion thereof including any additional FAR that may be permissible / sanctionable due to green building certification and/or other factors, etc. in respect of the buildings already constructed and/or the new

buildings to be constructed or to get the Sanctioned Plans (defined in Clause 5.7 below) modified and/or revised for such purpose or to get a new composite plan sanctioned for all three Phases for such purpose. The Promoter shall also be entitled to add further Phases to the Project after Phase-III in the similar manner. It is clarified that intention of the Promoter to have the Third Phase and other subsequent phases in the Project (individually and/or collectively referred to as “the Future Phase(s)”) is not an obligation or commitment of the Promoter towards anyone but is a right and/or entitlement which may be exercised by the Promoter at its sole option and discretion.

- 5.4 In respect of the Future Phase(s), the Promoter shall be entitled to make such constructions, additions, alterations, modifications, etc., inter alia, in the said Land and the Common Areas comprised therein as it may deem necessary including demolishing/removing/ constructing any portion of any boundary walls and connecting utilities like water, sewerage, drainage, electricity, telephone, cable, etc. The Promoter shall also be entitled to provide and/or make available the Common Areas (including the Residents’ Club constructed on the said Land) and all facilities in the said Land to the owners/occupants of the Future Phase(s) of the Project. The owners/occupants of the Future Phase(s) shall also be entitled to become members of the Residents’ Club constructed on the said Land and shall have similar rights and obligations regarding the same. The owners/occupants of the Future Phase(s) shall have an undivided, impartible, proportionate and variable share in the land as comprised in such future Phase of the Project, as is attributable to each individual Apartment. However, the common areas and utilities developed and provided in the Project by the Promoter (including in the said Land) shall be used and enjoyed by the owners/occupants of each Phase including the Future Phase(s) in the manner and as per rules provided in the Agreement for Sale (defined in Clause 5.8 below) and herein or as may be framed by the Promoter and/or the Association from time to time. The Owners, Purchaser and/or the Association shall not be entitled to interfere with or obstruct or hinder in any manner the development and/or sale of any of the Future Phase(s).
- 5.5 The Purchaser confirms having unconditionally and irrevocably consented to and hereby again unconditionally and irrevocably consents to all provisions relating to Phase III and the Future Phases including Clause 5.2, 5.3 and 5.4 above and the same is and shall be deemed to be the previous written consent under the Act (defined in Clause 5.7 below) and agrees and undertakes, not to create any obstruction or hindrance, directly or indirectly or through the Association regarding the same irrespective of any inconveniences, temporary or otherwise.
- 5.6 The Owners have entered into a Development Agreement dated 26<sup>th</sup> September, 2018 and registered at the office of the Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2018, Pages 403707 to 403802, Being No. 190410688 for the year 2018 (“**Development Agreement**”) with the Promoter for the development of the said Land in two phases being Phase I and Phase II.



- 5.7 The Building Plan has been sanctioned by the Bidhannagar Municipal Corporation (**Corporation**) being Building Permit No. A/BM/623 dated 01.11.2013 and the same has been modified by Building Permit No. BMC/BPN/A/623(1/12)R dated 01.11.2017 (**Sanctioned Plans**) and the same shall include all sanctionable/permmissible modifications made thereto, if any, from time to time. Pursuant to the Sanctioned Plans, the Promoter has constructed and completed the said Block and Partial/Full Completion/Occupancy Certificate dated \_\_\_\_\_ has been issued by the Corporation. The Promoter has registered the Project under the West Bengal Housing Industry Regulation Act, 2017 (“**Act**”) with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under Registration No. \_\_\_\_\_.
- 5.8 By and under an Agreement for Sale dated \_\_\_\_\_ and registered at the office of the \_\_\_\_\_ in Book No. I, CD Volume No. \_\_\_\_, Pages \_\_\_\_ to \_\_\_\_\_, Being No. \_\_\_\_\_ for the year \_\_\_\_\_ (“**Agreement for Sale**”), the Vendors agreed to sell, convey and transfer and the Purchaser agreed to purchase the said Apartment Unit on the terms and conditions contained therein.
- 5.9 The Purchaser has independently examined and/or caused to be examined and made himself fully aware of and has thoroughly satisfied himself about, inter alia, the title of the Owners, the right and entitlement of the Promoter in respect of the Said Land, the Sanctioned Plans and other approvals and permissions including the Partial/Full Completion/Occupancy Certificate all background papers including the Development Agreement, the right of the Owners and Promoter to enter into the Agreement for Sale and this Deed of Conveyance, the scheme of development indicated in the Agreement for Sale and this Deed of Conveyance and the extent of the rights being granted in favour of the Purchaser and the negative covenants mentioned in the Agreement for Sale and this Deed of Conveyance and the construction of the said Block, the Common Areas made ready till now and the said Apartment including regarding the quality, specifications, quality of materials used, structural stability, workmanship, Carpet Area, Built-up Area and Super Built-up Areas of the said Apartment and ratio between built-up and super built-up areas and is purchasing the said Apartment Unit pursuant to the Agreement for Sale between the Vendors and the Purchaser and has taken possession of the said Apartment Unit. Prior to execution of this Deed, the Purchaser has made payment of the Agreed Consideration/Total Price and the Additional Liabilities mentioned in the Agreement for Sale. The Purchaser undertakes and covenants not to raise henceforth any objection or make any requisition regarding any of the above matter/issues and also waives his right, if any, to do so. The Purchaser declares and confirms that the construction of the said Block including the said Apartment Unit and the Common Areas made ready till now is complete in all respects to the complete satisfaction of the Purchaser and that the delay, if any, in completion has been and/or is deemed to be condoned and that the Vendors have complied with all their obligations and that the Purchaser has no complaint or claim whatsoever against the Vendors

on any account whatsoever and the Purchaser also waives his right, if any, in this regard.

**6. Now this Indenture witnesses:**

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

**6.1.1** In consideration of the Purchaser having paid the Agreed Consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as mentioned in **Schedule-F**, the Vendors do hereby sell, convey and/or transfer to the Purchaser the following:

- (a) The residential apartment, described in **Part-I of Schedule G** (said Apartment);
- (b) Undivided, impartible, proportionate and variable share in the said Land, as be attributable and appurtenant to the said Apartment (Land Share);
- (c) Right to park a medium sized car in the parking space/s, described in **Part-II of Schedule G** hereto (Parking Space), if any; and
- (d) Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the said Block and the said Land inclusive of the facilities of the Residents' Club, as be attributable and appurtenant to the said Apartment (Share In Common Areas)

The said Apartment, the Land Share, the Parking Space, if any, and the Share In Common Areas are hereinafter collectively referred to as "**the said Apartment Unit**" and are described in **Part III of Schedule G**.

**6.1.2** The term '**the said Apartment Unit**' wherever used in this Deed shall include all the properties and rights mentioned in Clause 6.1.1 hereinbefore which are being hereby sold and/or granted unless contrary to the context and it is expressly made clear that the same constitute one residential unit.

**6.1.3** The rights of the Purchaser are limited to ownership of (1) the Said Apartment (2) the Land Share (3) the Share In Common Areas and (4) the Parking Space, if any, and the Purchaser hereby accepts the same and the Purchaser shall not, under any circumstances, raise any claim of ownership contrary to the above and also waives the right, if any, to do so.

**6.1.4** The right, title and interest of the Purchaser is confined only to the Said Apartment Unit and the Owners and the Promoter are entitled to deal with, use, utilise, transfer, alienate, part with possession, and dispose off all other portions of the Said Land/ Said Complex/Said Block (**Saleable Areas**) to third

parties at the sole discretion of the Promoter, which the Purchaser hereby accepts and to which the Purchaser, under no circumstances, shall be entitled to raise any objection. The Purchaser irrevocably and unconditionally agrees and undertakes not to have or be entitled to nor to claim any right, title or interest in the other Saleable Areas (including the Private Garden, if any, appurtenant to other Apartments) and/or the properties and rights which are not transferred to the Purchaser. The Purchaser hereby agrees to, accepts and consents to all of the above and irrevocably agrees, undertakes and covenants not to raise any claim or objection for any reason or create or cause to be created for any reason, directly or indirectly, any obstruction, hindrance, impediment, interference or objection whatsoever in any manner relating to or concerning any of the same and/or the exercise of the aforesaid rights and entitlements by the Promoter. The Purchaser irrevocably and unconditionally agrees and undertakes not to have or be entitled to nor to claim any right, title or interest in the Saleable Areas and/or the properties and rights which are not being transferred to the Purchaser as aforesaid and also hereby disclaims, relinquishes releases and/or waives in favour of the Vendors and/or the other Apartment Owners, as the case may be, all right, title, interest, entitlement or claim that the Purchaser may be entitled to, both in law or in equity, into or upon the other parts and portions of the said Block/said Land/said Complex and the said Land excepting those which are being expressly transferred in favour of the Purchaser by this Deed of Conveyance in respect of the said Apartment Unit.

- 6.1.5 All open and covered areas in the Said Land proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of the Agreement for Sale and this Deed of Conveyance and the Promoter shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof. The Purchaser confirms that he has purchased the said Apartment Unit with full knowledge that he would have no right, title, interest, claim or entitlement whatsoever in respect of Private Gardens attached and/or appurtenant to some of the other Apartments which shall be exclusively owned and used by the respective owners/occupants of those other Apartments.
- 6.1.6 The Purchaser fully comprehends and accepts that (1) the Land Share shall be the proportion which the carpet area of the Said Apartment bears to the total carpet area of all the Apartments in the Said Complex (2) if the area of the Said Block/Said Complex is recomputed by the Promoter, then and in such event, the Land Share and the Share In Common Areas shall vary accordingly and proportionately and the Purchaser shall not question any variation (including diminution) therein (3) the Purchaser shall not be entitled to and covenants not to demand any refund out of the Agreed Consideration / Total Price paid by the Purchaser on the ground of or by reason of any variation of the Land Share and the Share In Common Areas (4) the Land Share and Share In Common Areas are not divisible and partible and (5) the Purchaser shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter, in its absolute discretion.

- 6.1.7 It has been mutually agreed by and between the Parties that (1) the Parking Space, if any, taken by the Purchaser can only be used for parking of a medium sized motor car of the Purchaser and not for any other purpose (2) the Purchaser shall only park such motor car in the Parking Space, if any, and (3) the Purchaser shall not be entitled to deal with the Parking Space without the consent of the Promoter. The Purchaser hereby accepts the above and shall not raise any objection with regard thereto. In case the Purchaser transfers the Said Apartment, the same shall be transferred along with the Parking Space, if any. Parking Space alone cannot be transferred independent of the Said Apartment to any person who is not an Apartment Owner in the Said Complex.
- 6.1.8 Some of the Apartments shall have Private Gardens. The Private Garden, if mentioned in **Part-I** of **Schedule G** hereto, shall have (1) exclusive access from and be attached and appurtenant only to the said Apartment (2) exclusively owned and used by the Purchaser for the purpose of private garden only (3) the Purchaser shall not be entitled to use the same for any other purpose or to make any construction thereon, and (4) the Purchaser shall however be entitled to beautify and landscape the same. The said private garden shall form an integral part of the said Apartment and shall be transferable only as a part of the same and not independently or in any other manner.
- 6.1.9 Notwithstanding anything contained in the Agreement for Sale and/or this Deed of Conveyance, the Purchaser has irrevocably and unconditionally consented to and has no objection and shall under no circumstances have any objection to the Owners and/or the Promoter in any manner or for any reason whatsoever (1) modifying the Sanctioned Plans, if necessary (2) constructing, additional floors in the Said Block and/or additional blocks in the Said Complex (3) selling/using the Saleable Areas in the additional floors and/or the additional blocks/additional lands/additional phases in any manner the Promoter desires and the same is and shall be deemed to be the previous written consent under the Act.
- 6.1.10 It has been mutually agreed by and between the Parties that (1) the Promoter shall be required to complete the Common Areas after all Phases of the Said Complex are completed and (2) all Common Areas/Residents' Club shall be used in common by all Apartment Owners of all Phases of the Said Complex notwithstanding the Common Areas/Residents' Club being made available progressively and Apartment Owners of Phases completed earlier shall not be entitled to claim any superior right/exclusivity over the Common Areas/Residents' Club over the Apartment Owners of Phases completed later. The Promoter shall be entitled to complete the Common Areas as per sanctioned plan at the time of completion of the last phase of the Said Complex.
- 6.1.11 The Purchaser shall not, directly or indirectly, do any act, deed or thing whereby the construction/developmental work of the Said Apartment And Appurtenances and/or the Said Block and/or the Said Complex is in any way hindered or impeded. The Purchaser hereby accepts the above and shall not

raise any objection with regard thereto.

- 6.1.12 The proportionate share of the Purchaser in respect of any matter referred to under this Deed shall be such as may be determined by the Promoter and the Purchaser agrees and undertakes to accept the same notwithstanding there being variations.
- 6.1.13 The right of the Purchaser regarding the Land Share shall be variable depending on further / additional vertical and/or horizontal or other constructions, if any, made by the Promoter from time to time and the Purchaser hereby irrevocably consents to the same. Any such variation shall not affect the Agreed Consideration/Total Price and the Purchaser undertakes and covenants not to raise under any circumstance any claim in any manner relating to or concerning the same and waives his right, if any.
- 6.1.14 The Promoter shall be entitled at all times to install, display and maintain its name and/or logo on the roofs of the buildings comprised in the Said Complex and/or other areas in the said Land and/or the said Complex by putting up hoardings, display signs, neon-signs, lighted displays etc. without being required to pay any charges for the same and no one including the Apartment Owners and the Association shall be entitled to object or to hinder the same in any manner whatsoever. For this purpose, the Promoter shall however make payment of the electricity consumed regarding the above on actuals.
- 6.1.15 The Promoter may permit and/or grant rights to outside/third parties against payment of consideration/charges to the Promoter for setting up communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas and other communications and satellite systems on the Common Areas of the Said Block / Said Complex and no one including the Apartment Owners and the Association shall be entitled to object to or hinder the same in any manner whatsoever. If any refundable Deposit is received from such outside/third parties, then the same shall be made over by the Promoter to the Association at the time of handing over of maintenance. Further, the recurring monthly consideration/charges, if any, shall be receivable by the Association after handing over of maintenance by the Promoter.
- 6.1.16 The Purchaser shall occupy, use, enjoy and possess the said Apartment Unit in the manner not inconsistent with his rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other Apartment Owners and/or the Vendors.
- 6.1.17 The user right of the ultimate top roof of any Block shall remain common to all Apartment Owners of the Said Block (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in such Common Roof. The Promoter shall always have the right of further construction on the entirety of the top roof and the Purchaser specifically agrees not to do any act that prevents or hinders such construction. After such construction on the top roof, the roof above such construction shall become

the Common Roof for common use of all Apartment Owners of the Said Block. The Promoter is entitled to shift any part of the Common Areas (including common installations like lift machine room and the water tank) to such top/ultimate roof upon further construction and also to make available the Common Areas and all utility connections and facilities to the additional/further constructions.

6.1.18 Besides the additions and alterations permissible under the Act and/or Rules framed thereunder, the Purchaser has irrevocably consented to and/or hereby irrevocably consents that the Promoter shall be entitled to construct additional/further floors on and above the top roof of the Said Block and/or make other constructions elsewhere on the Said Land /Said Complex and shall at its absolute discretion be entitled to make from time to time additions or alterations to or in the Said Complex and/or the Common Areas and shall be entitled to deal with and dispose of all of the above in any manner whatsoever and the same is and shall be deemed to be the previous written consent under the Act. The Purchaser shall not have any right whatsoever in the additional/further constructions and the Purchaser agrees and covenants not to obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Purchaser due to and arising out of the said construction/developmental activity. The Purchaser also admits and accepts that the Promoter and/or employees and/or agents and/or contractors of the Promoter shall be entitled to use and utilize the Common Areas for movement of building materials and for other purposes and the Purchaser shall not raise any objection in any manner whatsoever with regard thereto. If any act or omission of the Purchaser results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or the construction of the said Complex or any portion thereof including further constructions, additions and/or alterations from time to time and/or in the transfer, sale or disposal of any Apartment or portion of the said Complex, then in that event the Purchaser shall also be liable to pay to the Promoter compensation and/or damages that may be quantified by the Promoter and shall keep the Promoter indemnified in this regard. The Promoter shall, if required, obtain necessary permission / sanction from the concerned authorities regarding the above or get the same regularized/ approved on the basis that the Promoter has an irrevocable sole right in respect of the same and the Purchaser has irrevocably consented and/or hereby irrevocably consents to the same. It is agreed that such modifications, additions and/or alterations shall not affect the Agreed Consideration / Total Price and that the total number of Common Areas mentioned in Schedule C shall not be reduced to the detriment of the Purchaser.

6.1.19 Notwithstanding anything to the contrary contained elsewhere it is hereby made clear that any area not included in the Common Areas that remains unsold shall belong exclusively to the Vendors and the Vendors shall be entitled to deal with and dispose of the same in any manner they deem fit and appropriate the consideration for the same.

6.1.20 Non-enforcement of any right by the Vendors or any indulgence granted by

the Vendors to the Purchaser or any other Apartment Owner shall not amount to any waiver of any of the rights of the Vendors.

- 6.1.21 In the event of the Owners and/or the Promoter being made liable for payment of any tax (excepting Income Tax), fee, duty, levy, surcharge, cess, imposition or any other liability or any enhancement thereof under any statute or law for the time being in force or introduced/imposed in future (such as Goods and Service Tax or any other tax, fee and imposition levied by the State Government, Central Government or any other authority or body) (whether payable to the concerned authority by the Owners or the Promoter or the Allottee) or if the Owners and/or the Promoter are advised by their consultant that the Owners and/or the Promoter are liable or shall be made liable for payment of any such tax, fee, duty, levy or other liability on account of the Owners and/or the Promoter having agreed to perform the obligations under the Agreement for Sale and/or this Deed of Conveyance or having entered into the Agreement for Sale and/or this Deed of Conveyance, then and in that event, the Purchaser shall be liable to pay all such tax, fee, duty, levy or other liability and hereby indemnifies and agrees to keep the Owners and the Promoter indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The Owners and the Promoter shall not be liable for the same or any portion thereof under any circumstances whatsoever and it is expressly agreed that the same shall be the liability of the Purchaser and the Owners and the Promoter shall be entitled to collect/recover the same from the Purchaser. The taxes, fees, duties, levies or other liabilities so imposed or estimated by the Owners' and/or the Promoter's consultant shall be paid by the Purchaser within 15 (fifteen) days of demand being made by the Promoter.
- 6.1.22 The Purchaser shall be entitled To Have And To Hold the said Apartment Unit hereby granted, sold, conveyed, transferred, assigned, assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser absolutely and forever in the manner not inconsistent with his rights hereunder subject to the Purchaser not committing any breach, default or violation and subject to the Purchaser not creating any hindrance relating to any of the rights and/or entitlements of any other Apartment Owners and/or the Vendors.
- 6.1.23 The sale of the said Apartment Unit is free from all encumbrances created by the Vendors but together with and subject to the mutual easements and restrictions mentioned in this Deed including in **Schedule-D** and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in **Clause 6.1, Clause 6.3** and **Schedule-E**, which shall be covenants running with the said Apartment Unit in perpetuity.

## 6.2 Covenants of the Vendors:

- 6.2.1 The Vendors hereby covenant with the Purchaser that they:

- (a) have received the Agreed Consideration mentioned in **Schedule-F** and acknowledges the receipt thereof in the Memo of Consideration hereunder;
- (b) have the right to sell, transfer and convey the said Apartment Unit to the Purchaser;
- (c) shall keep the Purchaser well and sufficiently saved, harmless and indemnified of from and against all manner of encumbrances in respect of the said Apartment Unit created by the Vendors;
- (d) shall, at the costs and reasonable requests of the Purchaser, do all acts and execute all necessary documents as may be reasonably required for more perfectly assuring the said Apartment Unit unto and in favour of the Purchaser.

6.2.2 The Vendors hereby further covenants with the Purchaser that the Purchaser shall, subject to observing, performing and complying with the mutual easements and restrictions mentioned in this Deed including in **Schedule-D** and with the terms, conditions, restrictions, stipulations, obligations and covenants contained in this Deed including in **Clause 6.1, Clause 6.3** and **Schedule E**, peaceably own, hold and enjoy the said Apartment Unit.

### 6.3 **Covenants of the Purchaser:**

6.3.1 The Purchaser agrees, undertakes and covenants :

- (a) to perform, observe and comply with all the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in **Schedule-E (Purchaser's Covenants)** as also elsewhere in this Deed including in particular **Clause 6.1 and Clause 6.3**;
- (b) to pay all outgoings such as maintenance charge and property taxes and land revenue and all levies, duties, charges, surcharges, rates, taxes and outgoings including but not limited to, service tax, sales tax, GST, Works Contract Tax, betterment and/or development charges and any other tax, duty, levy or charge (**Rates & Taxes**) as also all enhancements and/or new impositions that may be and/or become payable at any time relating to the construction, transfer, ownership or maintenance of the said Apartment Unit and/or relating to the Agreement for Sale and/or this Deed of Conveyance (proportionately for the Said Land and/or the Said Block and/or the Said Complex and wholly for the Said Apartment Unit), on the basis of the bills to be raised by the Promoter/Facility Manager/Association (upon formation)/ Bidhannagar Municipal Corporation, such bills being conclusive proof of the liability of the Purchaser in respect thereof. The Purchaser further admits and accepts that the Purchaser shall not claim any deduction or abatement in the aforesaid bills.



- (c) to regularly and punctually pay and contribute all costs and expenses for the utilities and facilities provided and/or obtained in the said Apartment Unit and ensure that those to the other Apartment Units are not adversely affected by any acts or defaults of the Purchaser;
- (d) not for any reason, directly or indirectly, make or cause any obstruction, interruption, hindrance, impediment, interference or objection in any manner relating to or concerning the completion of the said Block/said Complex and/or the transfer, sale or disposal of any apartment or portion of the said Block/said Complex and/or any right therein, notwithstanding there being temporary inconvenience in the use and enjoyment of the said Apartment Unit by the Purchaser. In default, the Purchaser shall be responsible and liable for all losses and damages which the Vendors/Promoter may suffer or be liable for in this regard;
- (e) not raise any objection or make any claim against the Vendors/Promoter regarding the title of the Owners to the said Land, the right and entitlement of the Promoter in respect of the said Land, the Sanctioned Plans and other approvals and permissions, all background papers, the construction and/or the completion of the said Block/said Complex and/or the said Apartment Unit including regarding the quality, specifications, materials being used, structural stability, workmanship or regarding the already verified calculation of Carpet Area, Built-up Area and/or the mutually agreed ratio between built-up and super built-up areas of the said Apartment Unit and/or regarding any of the matters/items mentioned in **Clause 5.9** hereinbefore and hereby waives the right, if any, regarding the above;
- (f) not question the quantum or apportionment of the Common Expenses mentioned in **Part-IV of Schedule-E (Common Expenses)** or any other matter or the basis thereof as may be decided by the Vendors/Promoter;
- (g) not object and/or cause any hindrance, objection or disturbance to the user of the Common Areas (mentioned in **Schedule-C**) by the Vendors/transferees/ tenants of constructed spaces comprised in the said Block/said Complex as has been and/or may be specifically permitted to them in writing by the Vendors/Promoter;
- (h) not claim any right over and/or in respect of any open land at the said Block/said Complex/said Land or in any open or covered areas of the said Block/said Complex which is not meant to be a common area or portion as per the Vendors/Promoter or in any Parking Spaces (whether covered or open) other than that mentioned in **Part II of Schedule G**;
- (i) not claim any right over and/or in respect of the roofs of the said Block/said Complex save and except the right of common use and enjoyment;

- (j) not raise any objection or claim against the Vendors/Promoter or create any hindrance or obstruction in relation to the rights and entitlements of the Vendors/Promoter including under Clauses 6.1.4, 6.1.5, 6.1.6, 6.1.9, 6.1.11, 6.1.12, 6.1.13, 6.1.15, 6.1.16 and 6.1.17;
- (k) not object to the use of the Common Areas (mentioned in **Schedule C**) by the other Apartment Owners;
- (l) not object to the Promoter, its agents and/or assigns having the exclusive right at all times to install or set up and/or permit and/or grant rights to outside/third parties against payment of consideration/charges to the Promoter for installing and/or setting up communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas and other communications and satellite systems within the said Block/said Complex/said Land or on the roofs of the said Block/said Complex and no one including the Apartment Owners (including the Purchaser) and the Association shall be entitled to object or to hinder the same in any manner whatsoever;
- (m) not to hinder, obstruct or object to the Promoter erecting, installing, displaying and maintaining and/or to permitting and/or granting rights to outside/third parties to erect, install, display and maintain hoardings, display-signs, neon-signs, lighted displays etc. on the roofs of the said Block/said Complex and/or other areas in the said Block/said Complex and/or the said Land against payment of consideration/charges to the Promoter. Any revenue that may be earned, whether one-time or recurring, from such hoardings, display-signs, neon-signs, lighted displays etc. shall accrue to the Promoter exclusively and the Purchaser or the Association shall have not any claim regarding the same. For this purpose, the Promoter shall however make payment of the electricity consumed regarding the above on actuals;
- (n) pay all fees and charges and cause mutation in the name of the Purchaser in the records of Bidhannagar Municipal Corporation and the Office of the BL&LRO, within 30 (thirty) days from the date of registration of the Deed of Conveyance of the Said Apartment Unit;
- (o) pay all amounts that are payable by the Purchaser under the Agreement for Sale and/or this Deed of Conveyance and/or which are the liability of the Purchaser under the Agreement for Sale and/or this Deed of Conveyance even if the same are demanded and/or become payable subsequent to the execution of this Deed of Conveyance;
- (p) pay all future betterment/development charges etc. relating to the said Apartment Unit and/or the said Block/said Complex/said Land;
- (q) pay the sales tax, VAT, service tax, works contract tax, GST, betterment fee, development charges and any other tax, duty levy or

charge that may be imposed or charged regarding the said Apartment Unit, the said Block/said Complex/said Land within (15) fifteen days of demand without raising any objection whatsoever regarding the same; and

- (r) pay the stamp duty and registration fee and all other taxes, levies and other allied expenses on all papers and documents that may be required to be executed and/or registered in pursuance hereof and/or relating to the said Apartment Unit and any additional/deficit stamp duty, additional/deficit registration fee, penalty, interest or any other levy, if any, that may be imposed in this regard at any time within (15) fifteen days of demand without raising any objection whatsoever regarding the same.

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

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

- 6.4.1 The Partial/Full Completion/Occupancy Certificate has been issued by the Corporation and the Vendors have on or before the execution of this Deed handed over to the Purchaser, physical possession of the said Apartment Unit. The Purchaser has taken possession of the said Apartment after inspection and fully satisfying himself/herself in all respects with the Sanctioned Plans sanctioned by the Corporation, construction of the said Block, the Common Areas made ready till now and the said Apartment (including the quality and specifications thereof, the carpet area, built up area and the super built up area of the said Apartment, the workmanship, specifications, quality of materials used and the structural stability of the said Block/said Complex) and confirms that he/she/they has/have no claim of whatsoever nature against the Vendors/Promoter on any account whatsoever. The Purchaser agrees, undertakes and covenants not to make any claim or raise any dispute whatsoever against the Vendors under any circumstances whatsoever.
- 6.4.2 The Purchaser is entitled to use and occupy the said Apartment Unit for residential purpose and for no other purpose.
- 6.4.3 On and from the date of possession, the Purchaser is responsible for the internal security of the said Apartment Unit and all articles, things, property and belongings within the same and to protect the same from any theft, loss, damage or destruction and to protect against any bodily injury or casualty to any person on account of any cause whatsoever. The Vendors/Promoter shall not have any responsibility or liability whatsoever in this regard.

**Schedule-A**  
**(“Details of Purchase Deeds of the Owners”)**

**Ownership of Owners:** By and under Deeds of Conveyance, details whereof are mentioned below, the Owners became owners of different portions of the Said Land (described in the Schedule B below) comprising of land together aggregating about 884.442 Decimals (equivalent to about 535.994 cottahs) with structures thereon and comprised in Dag Nos. 489, 490, 491, 492, 549, 550, 551, 552, 553, 555 and 561 in Mouza Mahishbathan under J. L. No. 18 and in Dag Nos. 852 and 918 in Mouza Thakdari under J. L. No. 19, both within jurisdiction of P. S. Salt Lake Electronics Complex (previously Bidhannagar East), within Ward No. 28 of Bidhannagar Municipal Corporation and now allotted Provisional Holding no. 28 by Bidhannagar Municipal Corporation, District North 24-Parganas, Pin – 700102

<b>Purchaser</b>	<b>Dag No.</b>	<b>Area in Cottah</b>	<b>Area in Decimal</b>	<b>Date of Registry</b>	<b>Deed No.</b>	<b>Registration Office</b>
Exult Apartments Pvt. Ltd.	490	7.00	11.550	02-02-2008	03013/2008	DSR-II
Exult Infrastructure Pvt. Ltd.	852	7.00	11.550	02-02-2008	03022/2008	DSR-II
Exult Shelters Pvt. Ltd.	490	6.47	10.672	02-02-2008	03011/2008	DSR-II
Nakul Himatsingka	489	7.00	11.550	02-02-2008	03007/2008	DSR-II
Srawan Kumar Himatsingka	489	7.00	11.550	02-02-2008	03288/2008	DSR-II
Exult Real Estates & Developers Pvt. Ltd.	490	7.00	11.550	02-02-2008	03014/2008	DSR-II
Exult Constructions Pvt. Ltd.	490	7.00	11.550	02-02-2008	03287/2008	DSR-II
Exult Residency Pvt. Ltd.	852	7.00	11.550	02-02-2008	03030/2008	DSR-II
Kanak Himatsingka	489	7.00	11.550	02-02-2008	03029/2008	DSR-II
DivyaHimatsingka	491	7.000	11.550	02-02-2008	03028/2008	DSR-II
Exult Plaza Pvt. Ltd.	491	7.000	11.550	02-02-2008	03294/2008	DSR-II
Exult Real Estates Consultants Pvt. Ltd.	852	7.34	12.100	12-05-2008	04563/2008	DSR-II
Exult Real Estates Agents Pvt. Ltd.	852	7.00	11.550	12-05-2008	04595/2008	DSR-II
Exult Transport Pvt. Ltd.	852	7.00	11.550	12-05-2008	04588/2008	DSR-II
Exult Builders Pvt. Ltd.	852	7.34	12.100	12-05-2008	04597/2008	DSR-II
Exult Estates Pvt. Ltd.	489	1.94	3.200	20-06-2008	07114/2009	DSR-II
Exult Estates Pvt. Ltd.	490	3.32	5.480	20-06-2008	07114/2009	DSR-II
Exult Enclave Pvt.	918	7.00	11.550	03-07-2008	05202/2009	DSR-II

<b>Purchaser</b>	<b>Dag No.</b>	<b>Area in Cottah</b>	<b>Area in Decimal</b>	<b>Date of Registry</b>	<b>Deed No.</b>	<b>Registration Office</b>
Ltd.						
Exult Buildcon Pvt. Ltd.	918	7.00	11.550	03-07-2008	05198/2009	DSR-II
Exult Homes Pvt. Ltd.	918	7.00	11.550	03-07-2008	05197/2009	DSR-II
Ideal Realcon Pvt. Ltd.	490	3.73	6.160	31-07-2008	02226/2009	DSR-II
Ideal Realcon Pvt. Ltd.	490	3.03	5.000	04-08-2008	06566/2009	DSR-II
Ideal Carriers & Logistics Pvt. Ltd.	489	1.15	1.900	08-08-2008	04831/2009	DSR-II
Ideal Carriers & Logistics Pvt. Ltd.	490	4.01	6.610	08-08-2008	04831/2009	DSR-II
Ideal Infralogistics Pvt. Ltd.	490	4.59	7.580	08-08-2008	04615/2009	DSR-II
Ideal Infrabuild Pvt. Ltd.	490	4.38	7.230	08-08-2008	07115/2009	DSR-II
Ideal Infrabuild Pvt. Ltd.	852	1.55	2.550	08-08-2008	07115/2009	DSR-II
Exult Heights Pvt. Ltd.	489	1.65	2.720	14-08-2008	02241/2009	DSR-II
Exult Heights Pvt. Ltd.	490	5.13	8.460	14-08-2008	02241/2009	DSR-II
Exult Nirman Pvt. Ltd.	490	4.38	7.220	22-08-2008	04603/2009	DSR-II
Ideal Devcon Pvt. Ltd.	490	3.21	5.290	22-08-2008	02169/2009	DSR-II
Ideal Devcon Pvt. Ltd.	852	3.52	5.800	22-08-2008	02169/2009	DSR-II
Ideal Infralogistics Pvt. Ltd.	490	2.81	4.630	27-08-2008	02242/2009	DSR-II
Ideal Carriers & Logistics Pvt. Ltd.	852	1.42	2.350	27-08-2008	05200/2009	DSR-II
Ideal Infrabuild Pvt. Ltd.	490	0.88	1.450	12-09-2008	04607/2009	DSR-II
Odin Housing Projects Pvt. Ltd.	490	4.33	7.150	12-09-2008	04606/2009	DSR-II
Exult Estates Pvt. Ltd.	490	2.08	3.430	12-09-2008	04605/2009	DSR-II
Exult Nirman Pvt. Ltd.	852	2.590	4.270	12-09-2008	05201/09	DSR-II
Ideal Awas Pvt. Ltd.	490	2.71	4.470	18-12-2008	14594/2008	ADSR, Salt Lake
Ideal Awas Pvt. Ltd.	490	2.71	4.470	18-12-2008	14592/2008	ADSR, Salt Lake

<b>Purchaser</b>	<b>Dag No.</b>	<b>Area in Cottah</b>	<b>Area in Decimal</b>	<b>Date of Registry</b>	<b>Deed No.</b>	<b>Registration Office</b>
Ideal Awas Pvt. Ltd.	490	1.70	2.810	13-04-2009	03344/2009	ADSR, Salt Lake
Odin Housing Projects Pvt. Ltd.	490	1.70	2.810	13-04-2009	03344/2009	ADSR, Salt Lake
Ideal Nice Plaza Pvt. Ltd.	490	4.75	7.840	02-09-2009	08154/2009	ADSR, Salt Lake
Ideal Marrygold Highrise Pvt. Ltd.	490	1.82	3.010	02-09-2009	08171/2009	ADSR, Salt Lake
Ideal Orchid Nirman Pvt. Ltd.	490	4.75	7.840	02-09-2009	08170/2009	ADSR, Salt Lake
Ideal Silverline Buildcon Pvt. Ltd.	490	4.75	7.840	02-09-2009	08153/2009	ADSR, Salt Lake
Ideal Niwas Pvt. Ltd.	490	4.76	7.860	02-09-2009	08172/2009	ADSR, Salt Lake
Ideal Marrygold Highrise Pvt. Ltd.	852	4.100	6.620	02-09-2009	08164/2009	ADSR, Salt Lake
Ideal Rose Developers Pvt. Ltd.	490	1.35	2.230	09-09-2009	08330/2009	ADSR, Salt Lake
Ideal Rose Developers Pvt. Ltd.	852	4.230	6.990	09-09-2009	8331/2009	ADSR, Salt Lake
Ideal Abasan Pvt. Ltd.	549	0.182	0.300	20-04-2010	03992/2010	ADSR, Salt Lake
Ideal Abasan Pvt. Ltd.	550	0.606	1.000	20-04-2010	03992/2010	ADSR, Salt Lake
Ideal Abasan Pvt. Ltd.	551	1.667	2.750	20-04-2010	03992/2010	ADSR, Salt Lake
Ideal Grace Infracon Pvt. Ltd.	549	0.182	0.300	20-04-2010	03992/2010	ADSR, Salt Lake
Ideal Grace Infracon Pvt. Ltd.	550	0.606	1.000	20-04-2010	03992/2010	ADSR, Salt Lake
Ideal Grace Infracon Pvt. Ltd.	551	1.667	2.750	20-04-2010	03992/2010	ADSR, Salt Lake
Ideal Abasan Pvt. Ltd.	552	0.910	1.500	20-04-2010	03989/2010	ADSR, Salt Lake
Ideal Grace Infracon Pvt. Ltd.	552	0.910	1.500	20-04-2010	03989/2010	ADSR, Salt Lake
Ideal Sayonara Towers Pvt.Ltd.	553	5.460	9.010	20-04-2010	03990/10	ADSR, Salt Lake
Ideal Jasmine Niwas Pvt.Ltd.	552	6.010	9.910	20-04-2010	03991/10	ADSR, Salt Lake
Exult Properties Pvt. Ltd.	490	4.400	7.260	29-10-2010	10845/10	ADSR, Salt Lake
Exult Properties Pvt. Ltd.	852	1.830	3.020	29-10-2010	10864/10	ADSR, Salt Lake
Greenview Enclave	490	7.00	11.550	02-12-2013	03466/2013	ADSR, Salt

<b>Purchaser</b>	<b>Dag No.</b>	<b>Area in Cottah</b>	<b>Area in Decimal</b>	<b>Date of Registry</b>	<b>Deed No.</b>	<b>Registration Office</b>
Pvt. Ltd.						Lake
Greenview Infrahomes Pvt. Ltd.	918	2.52	4.165	02-12-2013	03464/2013	ADSR, Salt Lake
Greenview Niwas Pvt. Ltd.	918	5.15	8.500	02-12-2013	03462/2013	ADSR, Salt Lake
Greenview Devcon Pvt. Ltd.	852	6.19	10.220	02-12-2013	03461/2013	ADSR, Salt Lake
Greenview Hospitality Pvt. Ltd.	918	2.82	4.650	02-12-2013	03465/2013	ADSR, Salt Lake
Greenview Procon Pvt. Ltd.	918	2.52	4.165	02-12-2013	03463/2013	ADSR, Salt Lake
Greenview Infraawas Pvt. Ltd.	489	1.85	3.060	02-12-2013	03460/2013	ADSR, Salt Lake
Greenview Infralogistics Pvt. Ltd.	490	3.976	6.560	02-12-2013	03467/13	ADSR, Salt Lake
Greenview Infrahousing Pvt. Ltd.	918	7.00	11.550	06-12-2013	03544/2013	ADSR, Salt Lake
Greenview Infrarealtors Pvt. Ltd.	918	7.00	11.550	06-12-2013	03548/2013	ADSR, Salt Lake
Greenview Infrabuild Pvt. Ltd	490	2.05	3.383	06-12-2013	03549/2013	ADSR, Salt Lake
Greenview Infrabuild Pvt. Ltd	492	4.00	6.600	06-12-2013	03549/2013	ADSR, Salt Lake
Greenview Niwas Pvt. Ltd.	491	1.770	2.920	06-12-2013	03552/13	ADSR, Salt Lake
Greenview Hospitality Pvt. Ltd.	918	2.230	3.680	06-12-2013	03550/13	ADSR, Salt Lake
Greenview Awas Pvt. Ltd.	492	1.52	2.500	20-12-2013	16944/2013	ARA-II
Greenview Garden Pvt. Ltd.	852	7.00	11.550	20-12-2013	16943/2013	ARA-II
Greenview Shelters Pvt. Ltd.	852	1.03	1.700	20-12-2013	16942/2013	ARA-II
Greenview Hospitality Pvt. Ltd.	492	2.35	3.870	20-12-2013	16941/2013	ARA-II
Greenview Procon Pvt. Ltd.	489	2.40	3.960	20-12-2013	16945/2013	ARA-II
Greenview Procon Pvt. Ltd.	490	1.39	2.300	20-12-2013	16945/2013	ARA-II
Greenview Heights Pvt. Ltd.	490	2.32	3.820	27-12-2013	03823/2013	ADSR, Salt Lake
Greenview	490	1.58	2.600	27-12-2013	03828/2013	ADSR, Salt

<b>Purchaser</b>	<b>Dag No.</b>	<b>Area in Cottah</b>	<b>Area in Decimal</b>	<b>Date of Registry</b>	<b>Deed No.</b>	<b>Registration Office</b>
Infralogistics Pvt. Ltd.						Lake
Greenview Infrahomes Pvt. Ltd.	490	2.65	4.380	27-12-2013	03824/2013	ADSR, Salt Lake
Greenview Shelters Pvt. Ltd.	490	3.73	6.150	27-12-2013	03831/2013	ADSR, Salt Lake
Greenview Complex Pvt. Ltd.	490	6.16	10.160	27-12-2013	03826/2013	ADSR, Salt Lake
Greenview Abasan Pvt. Ltd.	490	2.08	3.430	27-12-2013	03827/2013	ADSR, Salt Lake
Greenview Abasan Pvt. Ltd.	490	4.35	7.180	27-12-2013	03827/2013	ADSR, Salt Lake
Greenview Colonizers Pvt. Ltd.	490	1.64	2.700	27-12-2013	03822/2013	ADSR, Salt Lake
Greenview Infraawas Pvt. Ltd.	490	4.20	6.930	27-12-2013	03825/2013	ADSR, Salt Lake
Greenview Heights Pvt. Ltd.	490	3.05	5.040	30-12-2013	03843/2013	ADSR, Salt Lake
Greenview Heights Pvt. Ltd.	490	1.99	3.280	30-12-2013	03843/2013	ADSR, Salt Lake
Greenview Infranirman Pvt. Ltd.	490	7.02	11.610	30-12-2013	03841/2013	ADSR, Salt Lake
Greenview Awas Pvt. Ltd.	490	5.85	9.650	30-12-2013	03840/2013	ADSR, Salt Lake
Greenview Cottage Pvt. Ltd.	490	5.85	9.650	30-12-2013	03839/2013	ADSR, Salt Lake
Greenview Colonizers Pvt. Ltd.	490	4.76	7.860	30-12-2013	03842/2013	ADSR, Salt Lake
Greenview Infraestates Pvt. Ltd.	918	6.21	10.250	09-01-2014	00071/2014	ADSR, Salt Lake
Greenview Kutir Pvt. Ltd.	852	6.50	10.720	16-01-2014	00522/2014	ARA-II
Greenview Mansions Pvt. Ltd.	852	6.50	10.730	16-01-2014	00519/2014	ARA-II
Greenview Abasan Pvt. Ltd.	852	3.155	5.213	06-03-2014	02880/2014	ARA-II
Greenview Abasan Pvt. Ltd.	852	2.888	4.773	06-03-2014	02879/2014	ARA-II
Greenview Awas Pvt. Ltd.	549	1.937	3.202	06-03-2014	02878/2014	ARA-II
Greenview Awas Pvt. Ltd.	852	4.235	7.000	21-04-2014	04915/2014	ARA-II
Greenview Niwas Pvt. Ltd.	852	3.562	5.887	21-04-2014	04961/2014	ARA-II
Greenview	852	4.306	7.117	21-04-2014	04963/2014	ARA-II



Purchaser	Dag No.	Area in Cottah	Area in Decimal	Date of Registry	Deed No.	Registration Office
Hospitality Pvt. Ltd.						
Greenview Shelters Pvt. Ltd.	549	2.000	3.306	04-07-2014	08539/2014	ARA-II
Greenview Shelters Pvt. Ltd.	549	2.000	3.306	11-07-2014	08803/2014	ARA-II
Ideal Residency Management & Services Pvt. Ltd.	490	6.119	10.115	27-09-2014	12499/2014	ARA-II
Ideal Rice Projects Pvt. Ltd.	491	2.424	4.006	27-09-2014	12497/2014	ARA-II
Ideal Rice Projects Pvt. Ltd.	490	2.871	4.745	27-09-2014	12507/2014	ARA-II
Anjani Properties Pvt. Ltd.	555	3.927	6.491	27-09-2014	12496/2014	ARA-II
Exult Retreat Pvt. Ltd.	555	3.927	6.491	27-09-2014	12505/2014	ARA-II
Exult Road House Pvt. Ltd.	918	7.125	11.776	27-09-2014	12513/2014	ARA-II
Exult Motel Pvt. Ltd.	918	7.125	11.776	27-09-2014	12512/2014	ARA-II
Ideal Apartments Pvt. Ltd.	918	7.297	12.060	27-09-2014	12602/2014	ARA-II
Emperor Manssion Pvt. Ltd.	918	5.050	8.330	17-09-2015	150401877/15	ADSR, Salt Lake
Emperor Appartments Pvt. Ltd.	918	5.050	8.330	17-09-2015	150401876/15	ADSR, Salt Lake
Emperor Awas Pvt. Ltd.	852	1.300	2.145	17-09-2015	150401878/15	ADSR, Salt Lake
Emperor Towers Pvt. Ltd.	491	4.150	6.860	24-12-2015	190403226/15	ARA-IV
Emperor Abasan Pvt. Ltd.	918	5.050	8.330	24-12-2015	190403220/15	ARA-IV
Emperor Infraprojects Pvt. Ltd.	918	5.050	8.330	24-12-2015	190403221/15	ARA-IV
Emperor Hirise Pvt. Ltd.	561	2.610	4.313	24-12-2015	190403219/15	ARA-IV
Emperor Conclave Pvt. Ltd.	561	5.230	8.625	24-12-2015	190403225/15	ARA-IV
Emperor Infraprojects Pvt. Ltd.	550	0.610	1.000	24-12-2015	190403224/15	ARA-IV
Emperor Complex Pvt. Ltd.	551	1.670	2.750	24-12-2015	190403229/15	ARA-IV
Emperor Awas Pvt.	852	2.760	4.550	24-12-2015	190403218/15	ARA-IV

Purchaser	Dag No.	Area in Cottah	Area in Decimal	Date of Registry	Deed No.	Registration Office
Ltd.					5	
Emperor Homes Pvt. Ltd.	852	2.760	4.560	24-12-2015	190403210/1 5	ARA-IV
Greenview Nirman Pvt. Ltd.	490	6.05	10.000	31-03-2017	190403071/1 7	ARA-IV
Emperor Residency Pvt. Ltd.	490	0.95	1.550	31-03-2017	190403064/1 7	ARA-IV
Greenview Infraabasan Pvt. Ltd.	490	6.05	10.000	31-03-2017	190403070/1 7	ARA-IV
Emperor Residency Pvt. Ltd.	490	0.95	1.550	31-03-2017	190403068/1 7	ARA-IV
Greenview Infraniketan Pvt. Ltd.	490	6.05	10.000	31-03-2017	190403067/1 7	ARA-IV
Emperor Hirise Pvt. Ltd.	490	0.95	1.550	31-03-2017	190403072/1 7	ARA-IV
Greenview Plaza Pvt. Ltd.	490	6.05	10.000	31-03-2017	190403065/1 7	ARA-IV
Emperor Promoters Pvt. Ltd.	490	0.93	1.540	31-03-2017	190403069/1 7	ARA-IV
Greenview Infraproperties Pvt. Ltd.	552	2.000	3.300	31-03-2017	190403066/1 7	ARA-IV
Greenview Infraproperties Pvt. Ltd.	553	2.000	3.300	31-03-2017	190403066/1 7	ARA-IV
		<b>535.994</b>	<b>884.442</b>			

**Schedule-B**  
**("said Land")**

**All That** the pieces and parcels of land together aggregating about 884.442 Decimals (equivalent to about 535.994 cottahs) be the same a little more or less comprised in Dag Nos. 489, 490, 491, 492, 549, 550, 551, 552, 553, 555 and 561 under Khatian Nos. 1186, 1187, 1188, 1190, 1194, 1198, 1208, 1209, 1218, 1259, 1260, 1267, 1268, 1269, 1273, 1274, 1279, 1280, 1286, 1310, 1311, 1312, 1313, 1314, 1315, 1316, 1326, 1328, 1331, 1396, 1422, 1416, 1417, 1421, 1571, 1749, 1752, 1760, 1764, 1778, 1779, 1780, 1781, 1782, 1808, 1809, 1810, 1885, 1886, 1887, 1888, 1889, 1891, 1892, 1974, 1978, 1980, 1981, 2039, 2041, 2105, 2106, 2107, 2108, 2112, 2113, 2114, 2116, 2117, 2118, 2119, 2121, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2152 and others, in Mouza Mahishbathan under J. L. No. 18 and in Dag Nos. 852 and 918 under Khatian Nos. 383, 401, 402, 403, 405, 406, 461, 462, 463, 613, 654, 681, 687, 699, 700, 701, 702, 703, 799, 800, 802, 803, 804, 816, 817, 818, 819, 801, 1649, 1650,

1651, 1654, 1655, 1657, and others in Mouza Thakdari under J. L No. 19, both within jurisdiction of P. S. Salt Lake Electronics Complex (previously Bidhannagar East), within Ward No. 28 of Bidhannagar Municipal Corporation and now allotted Provisional Holding no. 001 by Bidhannagar Municipal Corporation, District North 24-Parganas, Pin – 700 102 together with the new buildings being constructed thereon comprising of apartments, car parking spaces and other saleable areas, delineated on the **Plan A** annexed hereto and bordered in colour **Red** thereon.

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

**Schedule - C**  
**(“Common Areas”)**

- A.** Common Areas as are common between the co-owners of a Block:
1. **Areas:**
    - (a) Covered paths and passages, lobbies, staircases, landings of the Block and open paths and passages appurtenant or attributable to the Block.
    - (b) Stair head room, caretaker room and electric meter room of the Block.
    - (c) Lift machine room, chute and lift well of the Block.
    - (d) Common installations on the Common Roof.
    - (e) Common staff toilet in the ground floor of the Block.
    - (f) Common Roof above the ultimate /final top floor of the Block.
  2. **Water and Plumbing:**
    - (a) Overhead water tank, water pipes and sewerage pipes of the Block (save those inside any Apartment).
    - (b) Drains, sewerage pits and pipes within the Block (save those inside any Apartment) or attributable thereto.
  3. **Electrical and Miscellaneous Installations:**
    - (a) Electrical Installations including wiring and accessories (save those inside any Apartment) for receiving electricity from Electricity Supply Agency or Generator(s)/Standby Power Source to all the Apartment in the Block and Common Areas within or attributable to the Block.
    - (b) Lift and lift machinery of the Block.
    - (c) Fire fighting equipment and accessories in the Block.
  4. **Others:**

Other areas and installations and/or equipment as are provided in the Block for common use and enjoyment.
- B.** Common Areas as are meant for common use of all the owners of the said Complex :
1. **Areas:**
    - (a) Open and/or covered paths and passages inside the Said Complex.

- (b) Boundary wall around the periphery of the Said Complex and decorative gates for ingress and egress to and from the Said Complex.
  - (c) Visitors' car park.
2. **Water and Plumbing:**
- (a) Centralized water supply system for supply of water in common to all Blocks in the Said Complex.
  - (b) Main sewer, drainage and sewerage pits and evacuation pipes for all the Blocks in the Said Complex.
  - (c) Pumps and motors for water system for all Blocks and Common Areas of the Said Complex.
3. **Electrical and Miscellaneous Installations:**
- (a) Wiring and accessories for lighting of Common Areas of the Said Complex.
  - (b) Installation relating to sub-station and common transformer for the Said Complex.
  - (c) Generator(s)/Standby Power Source and accessories for provision of stand by power to the Common Areas of the Said Complex.
  - (d) Common fire fighting equipment for the Said Complex.
4. **Residents' Club:**
- (a) Sports facilities
  - (b) Recreation facilities
  - (c) Banquet facilities
  - (d) Others
5. **Others:**  
Other Common Areas and installations and/or equipment as are provided or may be provided in future in the Said Complex for common use and enjoyment of all Apartment Owners.

**Notes:**

1. It is however expressly made clear that the Private Garden/Terrace attached and/or appurtenant to some of the Apartments shall not form part of the Common Areas under any circumstance.
2. It is further expressly made clear that the space(s) reserved for the covered or open car parking spaces allotted to some apartment owners and in respect of which "Right to Use" has been given or the space reserved or alienated to any third party shall not form part of the Common Areas under any circumstance.

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

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

1. The right of ingress to and egress from their respective Apartments over the common paths, passages, lobbies and lifts mentioned in **Schedule-C**.
2. The right of passage of wires, cables, pipes and drains and other equipment and of utilities including connections for water, electricity, telephone, cable-TV and all other utilities to and through each and every portion of the said Complex including all the Apartments therein.
3. The right of support, shelter and protection of each portion of the said Block/said Complex by the other portions thereof.
4. Such rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part or parcel of Apartments in the said Block/said Complex or necessary for the exclusive use or enjoyment thereof by the Apartment Owners in common with each other subject however to the terms, conditions and covenants mentioned in this Deed including in particular in **Schedule-E**.
5. The right of the Vendors/Promoter/Association/Facility Manager/Apartment Owners, with or without workmen, and necessary materials to enter into all parts of the said Block/said Complex, including all the Apartments therein for repairs at day time upon giving 48 (forty-eight) hours prior notice to the persons affected thereby provided however that no prior notice or timing shall be required in emergent circumstances.
6. The said Apartment Unit shall not be partitioned by metes and bounds and shall not be sold or transferred in parts by the Purchaser.
7. The Purchaser shall not:
  - 7.1 make any change or alteration affecting the structural strength of the beams, columns, walls etc. and/or structural stability of the said Block/said Complex and/or any internal addition, alteration and/or modification in or about the said Apartment save in accordance with the Building Regulations and the Rules of the Facility Manager/Association including those mentioned in clause 5 in **Part-II of Schedule-E** and without affecting the structural stability in any manner and only after obtaining necessary permissions for the same;
  - 7.2 claim any right of preemption or otherwise regarding any of the other Apartment Units or any portion of the said Block/said Complex and/or the said Land;
  - 7.3 make any claim of any nature whatsoever with regard to the said Land/ said Block/said Complex besides the said Apartment Unit sold and transferred hereby and the common enjoyment of the Common Areas; and/or

- 7.4 make any claim of any nature whatsoever against any person who has been granted any right by the Vendors in respect of the said Land/ said Block/said Complex not affecting the rights hereby granted to the Purchaser nor against the Vendors with regard thereto nor shall in any manner obstruct such user and/or enjoyment.

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

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

1. In addition to the obligations of the Purchaser mentioned elsewhere in the Agreement for Sale and this Deed of Conveyance, the Purchaser has agreed and covenanted to:
  - (a) co-operate in the management and maintenance of the Said Block, the Said Complex and the Common Areas by the Promoter/Facility Manager/Association (upon formation), as applicable.
  - (b) observe the rules, restrictions and bye-laws framed from time to time by the Promoter /Facility Manager/Association (upon formation) for the beneficial common enjoyment of the Said Block, the Said Complex and the Common Areas as also the Club Rules.
  - (c) make timely payment for electricity and other utilities consumed in or relating to the Said Apartment Unit from the date of possession and/or from the date of registration of this document which ever is earlier.
  - (d) be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other Apartment Owners. The main electric meter shall be installed only at the common meter space. The Purchaser shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Block, the Said Complex, the Said Land and outside walls of the Said Block save in the manner indicated by the Promoter/Facility Manager/Association (upon formation).
  - (e) use the Said Apartment for residential purpose only. Under no circumstances shall the Purchaser use or allow the Said Apartment to be used for commercial, industrial or other non-residential purposes. The Purchaser shall also not use or allow the Said Apartment to be used as a religious establishment, hotel, guesthouse, serviced apartment, mess, chummery, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.

- (f) repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes, etc. inside the Said Apartment, at the cost of the Purchaser.
- (g) ensure that the domestic help/service providers visiting the Said Apartment use only the common toilets and while so using, keep the common toilets clean and dry.
- (h) use the spittoons/dustbins located at various places in the Said Complex.
- (i) not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Apartment and the Said Block and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Apartment.
- (j) not alter, modify or in any manner change the structure or any civil construction in the Said Apartment Unit, the Said Block and/or the Said Complex and in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and/or columns passing through the said Apartment or the Common Areas for the purpose of fixing, changing or repairing the concealed wiring or pipelines or otherwise. The Purchaser shall not install any dish-antenna on the balcony and/or windows of the Said Block and/or on any external part of the Said Block and/or the roof thereof. In the event the Promoter and/or the Association and/or the Sanctioning Authority comes to know of any change made by the Purchaser then the Promoter and/or the Association and/or the Sanctioning Authority shall be entitled to demolish the changes and restore the Said Apartment at the cost of the Purchaser. In the event any change is made by the Purchaser after the execution and registration of this Deed of Conveyance, then also the Promoter and/or the Association and/or the Sanctioning Authority shall be entitled to demolish the changes and restore the Said Apartment to its original position at the cost of the Purchaser. The Purchaser shall be liable to make payment of the aforesaid cost without raising any objection as liability for payment of the same has arisen due to default of the Purchaser.
- (k) not install any type of air-conditioners (window or split) in the Said Apartment and /or any part of the Said Block since air conditioning has been done by the Promoter in respect of the Said Apartment provided however that the Purchaser shall be responsible at the Purchaser's own costs for maintenance, repairs and replacement of the air conditioning equipment provided by the Promoter.
- (l) not install any collapsible gate on the main door/entrance of the Said Apartment.

- (m) not sub-divide the Said Apartment Unit and the Common Areas, under any circumstance.
- (n) not change/alter/modify the names of the Said Block and the Said Complex from that mentioned in the Agreement for Sale and/or this Deed of Conveyance.
- (o) not use the Said Apartment or the Common Areas or the Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Complex and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others.
- (p) not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.
- (q) not obstruct the Promoter/Facility Manager/Association (upon formation) in their acts relating to the Common Areas and not obstruct the Promoter in constructing on other portions of the Said Block/Said Complex/Said Land and/or selling or granting rights to any person on any part of the Said Block/Said Complex/Said Land.
- (r) not obstruct the pathways and passages of the Common Areas or use the same for any purpose other than for ingress to and egress from the Said Apartment and the Parking Space, if any.
- (s) not violate any of the rules and/or regulations laid down by the Promoter/Facility Manager/Association (upon formation) for the use of the Common Areas as also the Club Rules.
- (t) not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefor.
- (u) not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Apartment, the Parking Space, if any, the Said Block, the Common Areas, the Said Complex and the Said Land, including but not limited to acts of vandalism, putting up posters and graffiti etc.
- (v) not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Apartment, the Parking Space, if any, the Common Areas, the Said Block, the Said Complex and/or the Said Land.



- (w) not put up or affix any sign board, name plate or other things or other similar articles in the Common Areas, inside or outside the windows and/or the outside walls of the Said Apartment/Said Block/Said Complex save at the place or places provided therefor provided that this shall not prevent the Purchaser from displaying a standardized name plate outside the main door of the Said Apartment.
- (x) not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home appliances.
- (y) not install or keep or run any generator in the Said Apartment and the Parking Space, if any.
- (z) not misuse or permit to be misused the water supply to the Said Apartment.
- (aa) not damage the Common Areas in any manner and if such damage is caused by the Purchaser or the family members, invitees, servants, agents or employees of the Purchaser, the Purchaser shall compensate for the same.
- (ab) not hang or cause to be hung clothes from the balconies of the Said Apartment.
- (ac) not smoke in public places of the Said Complex and the Purchaser and the Purchaser's guests shall not throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but shall dispose them off in dustbins after ensuring that the fire is fully smothered/extinguished.
- (ad) not pluck flowers or stems from the gardens.
- (ae) not throw or allow to be thrown litter in the Common Areas of the Said Block/Said Complex.
- (af) not trespass or allow trespass over lawns and green plants within the Said Complex.
- (ag) not overload the passenger lifts and move goods only through the staircase of the Said Block.
- (ah) not use the lifts in case of fire.
- (ai) not cover the Common Areas, fire exits and balconies/terraces (if any) of the Said Apartment.
- (aj) make payment of applicable Goods and Service Tax that may be payable in respect of all amounts to be paid by the Purchaser to the

Promoter, the Facility Manager and/or Association in terms of the Agreement for Sale and this Deed of Conveyance as also to pay all others taxes payable by the Purchaser in terms of the Agreement for Sale and this Deed of Conveyance.

2. If the Purchaser lets out or transfers the Said Apartment Unit, the Purchaser shall immediately notify the Promoter/Facility Manager/Association (upon formation) of the tenant's/transferee's address and telephone number.
3. The Purchaser shall not have any right, title, interest, claim or entitlement whatsoever over or in respect of the Said Land/Said Block/Said Complex save and except the said Apartment Unit and the Purchaser shall not raise any dispute or make any claim with regard to the Promoter either constructing or not constructing on the said other portions of the Said Land/Said Complex.
4. The Purchaser agrees, undertakes and covenants not to make or cause, directly or indirectly, any objection, interruption, interference, hindrance, obstruction or impediment for any reason or in any manner whatsoever relating to the Project or concerning the development, construction and completion of the said Complex/said Block including the Common Areas and/or any further extension, expansion, construction, addition or alteration therein from time to time and/or the transfer, sale or disposal of any Apartment Unit or any portion of the said Land and/or the said Complex/said Block.
5. The Parties have mutually agreed and accepted the measurement of the Said Apartment as mentioned in the Agreement for Sale and this Deed of Conveyance including the carpet area thereof and the area of the private garden, if any, attached thereto and the built-up area of the Said Apartment shall be 27% (twenty seven per cent) less than the super built-up area. The Purchaser hereby confirms accepts and assures the above and shall not raise any objection with regard thereto.
6. The said Complex shall always be known as “**IDEAL AQUAVIEW**”. The Association, the Purchaser or the Apartment Owners shall not be entitled to change the said name under any circumstances whatsoever.
7. The Purchaser shall have no connection whatsoever with the other Apartment Owners and there shall be no privity of contract or any agreement or arrangement as amongst the Purchaser and the other Apartment Owners (either express or implied) and the Purchaser shall be responsible to the Vendors for fulfillment of the Purchaser's obligations irrespective of non-compliance by any other Apartment Owner.
8. The Purchaser may transfer and alienate the said Apartment Unit provided that the same shall not be in any manner be inconsistent with the Agreement for Sale and/or this Deed of Conveyance and the covenants contained in the Agreement for Sale and/or herein shall run with the land and/or transfer. The person(s) to whom the Purchaser may transfer/alienate the said Apartment Unit shall be bound by the same terms, conditions, agreements, covenants,

stipulations, obligations, undertakings and obligations as applicable to the Purchaser by law and/or by virtue of the Agreement for Sale and/or this Deed of Conveyance.

9. The Purchaser shall not claim any partition of the land comprised in the said Land.
10. The Purchaser shall use and enjoy the said Apartment Unit in the manner not inconsistent with his rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Apartment Owner and/or the Vendors and/or the lawful rights of any third party.
11. The Purchaser shall be responsible for and shall keep the Vendors and the Facility Manager and the Association indemnified of from and against all damages claims demands costs charges and expenses and proceedings occasioned relating to the said Block / said Complex / said Land or to any person due to any negligence or any act deed or thing or omission made done or occasioned by the Purchaser and shall be responsible for and shall keep the Vendors/Promoter and the Facility Manager and the Association indemnified also against all actions claims proceedings costs expenses and demands made against or suffered by the Vendors/Promoter and the Facility Manager and the Association as a result of any act, omission or negligence of the Purchaser or the servants agents licensees or invitees or visitors of the Purchaser and/or any breach or non-observance by the Purchaser of any of the terms, conditions, covenants contained in this Schedule or elsewhere in these presents.
12. If the Purchaser is a resident outside India, then it shall be his sole obligation and liability to comply with the provisions of all applicable laws including Foreign Exchange Management Act, 1999 (FEMA) and all other necessary requirements, rules, regulations, guidelines, etc. of the government or any other authority from time to time, relating to purchase and ownership of the said Apartment Unit.

**Part - II**  
**(“Association”)**

1. The said Block / said Complex / said Land shall be initially managed and maintained by the Promoter. The Promoter may hand over management and upkeep of all Common Areas to a professional facility management organization (Facility Manager). In this regard, it is clarified that (1) the Facility Manager shall operate, manage and render day to day services with regard to the Common Areas (2) the Facility Manager shall levy and collect the Maintenance Charge (3) the Purchaser shall be bound to pay the Maintenance Charge to the Facility Manager (4) the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Purchaser and it shall be deemed that the Facility Manager is rendering the services to the Purchaser for commercial consideration (5) the Facility Manager shall merely be the service provider for rendition of services

with regard to the Common Areas and (6) the Facility Manger may be appointed and/or replaced by the Promoter or the Association (upon formation) from time to time.

2. The Promoter shall take steps for formation of the Association. Any association, company, syndicate, committee, body or society formed by any of the Apartment Owners without the participation of the Promoter shall not be entitled to be recognised by the Promoter and shall not have any right to represent the Apartment Owners or to raise any issue relating to the said Block / said Complex / said Land. The maintenance of the said Block / said Complex / said Land shall be made over to the Association within the time mentioned in the West Bengal Apartment Ownership Act, 1972 and upon such formation the Association shall be responsible for the maintenance of the said Block / said Complex / said Land and for timely renewal of all permissions, licenses, etc. After handing over of the maintenance of the said Block / said Complex / said Land to the Association, the Promoter shall transfer and make over the Deposits to the Association after adjusting its dues, if any. Notwithstanding formation of the Association, the Facility Manager may look after the maintenance of the Common Areas. Each Purchaser will be entitled to cast one vote irrespective of the size of his Apartment. The Purchaser shall assist the Promoter in all respects in the initial process of formation of the Association and accept and sign the documents relating to the formation of the Association as prepared at the instance of the Promoter.
3. All the Apartment Owners including the Purchaser shall become members of the Association with voting rights without raising any objection whatsoever and abide by all the rules, regulations, restrictions and bye-laws as be framed and/or made applicable by the Promoter.
4. All papers and documents relating to the formation of the Association shall be got prepared and finalised by the Promoter and the Purchaser hereby consents to accept and sign the same.
5. The Said Apartment Unit shall be owned by the Purchaser subject to such rules and regulations as may be made applicable by the Association (upon formation) from time to time. The Purchaser shall accept, without any objection of any nature whatsoever, the rules and regulations of the Association (**Rules**). The Rules of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect.
6. All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid by all Apartment Owners of the said Complex including the Purchaser herein.
7. The Purchaser shall from the date of possession, use the said Apartment Unit subject to all restrictions as may be imposed by the Promoter or the Association (upon formation) and shall use and enjoy the said Apartment Unit in the manner not inconsistent with the Purchaser's rights hereunder and

without committing any breach, default or creating any hindrance relating to the rights of any other Apartment Owner and/or the Owners and/or the Promoter.

8. The maintenance charges and proportionate Common Expenses shall be paid by the Purchaser irrespective of whether or not the Purchaser uses or is entitled to or is able to use any or all of the Common Areas and any non-user or non-requirement in respect of any Common Areas or parking facility (if so granted) shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the Purchaser in respect of the said proportionate common expenses and/or maintenance charge.
9. Notwithstanding anything contained elsewhere herein, the Purchaser hereby consents and confirms not to raise any objection regarding the employees such as watchmen, security staff, caretaker, liftmen, sweepers etc. for the common purposes appointed by the Vendors / Facility Manager being employed and/or absorbed in the employment of the Association with continuity of service on the same terms and conditions of employment subsisting with the Vendors / Facility Manager.
10. The Purchaser shall:
  - 10.1 diligently observe, perform and comply with the Rules;
  - 10.2 co-operate with the Facility Manager and the Association and its other members in all its activities;
  - 10.3 contribute / pay all the costs and expenses of the Facility Manager / Association, as may be levied upon the Purchaser by the Facility Manager / Association, within the dates due therefor.
11. Apportionment of any liability of the Purchaser in respect of any expenses, taxes, dues, levies or outgoings payable by the Purchaser pursuant to the Agreement for Sale or this Deed of Conveyance or otherwise shall be Proportionate.
12. The Facility Manager / Association shall be entitled to revise and increase the Proportionate Contribution/Maintenance Charge from time to time and the Purchaser shall not be entitled to object thereto.
13. The Purchaser shall pay Maintenance Charge on the basis of the bills to be raised by the Promoter/ Facility Manager/Association (upon formation), such bills being conclusive proof of the liability of the Purchaser in respect thereof. The Purchaser further admits and accepts that **(1)** the Purchaser shall not claim any deduction or abatement in the bills relating to Maintenance Charge and **(2)** the Maintenance Charge shall be subject to variation from time to time, at the sole discretion of the Promoter/ Facility Manager/ Association (upon formation). The Purchaser shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay

all bills raised by the Promoter/Facility Manager/Association (upon formation), within the prescribed due date, failing which the Purchaser shall pay interest @ 2% (two percent) per month or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment, to the Promoter/Facility Manager/Association (upon formation), as the case may be. The Purchaser also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services, facilities and utilities shall be discontinued to the Purchaser and the Purchaser shall be disallowed from using the Common Areas including water supply, electricity, user of lift etc.

14. The maintenance charges and proportionate Common Expenses shall be paid by the Purchaser irrespective of whether or not the Purchaser uses or is entitled to or is able to use any or all of the Common Areas and any non-user or non-requirement in respect of any Common Areas or parking facility (if so granted) shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the Purchaser in respect of the said proportionate common expenses and/or maintenance charge.
15. From the date of offering the handing over of maintenance to the Association, the Vendors/Promoter shall not have any responsibility whatsoever regarding the Common Areas / the said Block/ the said Land/ the said Complex and/or any maintenance, security, safety or operations including relating to fire fighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, installations, meters and connection, etc and/or for any statutory compliances, permissions and licenses regarding the Common Areas / the said Block/ the said Land / the said Complex and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Apartment Owners including the Purchaser and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses. The Apartment Owners including the Purchaser and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire license etc. and the Vendors shall sign necessary papers upon being requested by them in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of handing over of maintenance, the Vendors/Promoter and/or their directors, employees or agents shall not have any liability or responsibility whatsoever under any circumstance. It is expressly agreed and understood by the parties that the Owners have nothing to do with the development, construction and/or providing of Common Areas and as such at no time, whether before or after the date of offering the handing over of maintenance to the Facility Manager/Association, the Owners or any of them or any of their directors, employees or agents shall have any liability, obligation or responsibility whatsoever under any circumstances in respect of any of the matters mentioned in this Sub-Clause.

16. The Promoter is constructing/has constructed a recreational club on the said Land (**Residents' Club**) which shall be provided to the Purchaser and the other Apartment Owners of the Said Complex including Phase III and Future Phases. The name of the Residents' Club shall be **H2O**. The plans and the facilities regarding the Residents' Club may be modified by the Promoter from time to time and the Purchaser hereby specially consents to the same and no further consent shall be necessary in future.
17. The Residents' Club shall have Recreational, Sports, Banquet and other facilities.
18. The Purchaser and the other Apartment Owners of the Said Complex including Phase III and Future Phases shall be the proportionate owners of the Residents' Club including all movable and immovable assets and all other properties thereof.
19. The Residents' Club shall be managed and maintained by the Promoter for a period of 12 months and thereafter by the Association or the Facility Manager. The fees for such management and maintenance have been collected as part of Advance Maintenance Charges. This amount shall be fully appropriated by the Promoter without obligation of any accounting. Charges for Pay & Use facilities for the Residents' Club shall be chargeable separately during these 12 months period.
20. The Promoter shall be entitled to make rules, regulations and/or bye-laws for governing and regulating the membership, management, maintenance, general administration, running and operation of the Residents' Club (**Club Rules**) which shall be binding on all Apartment Owners as members thereof including the Purchaser and the Purchaser hereby agrees to abide with all such rules and regulations of the Residents' Club.
21. In case of transfer of the Said Apartment Unit by the Purchaser, the Purchaser's membership of the Residents' Club shall automatically cease and stand terminated and the Purchaser's transferee shall automatically become a member of the Residents' Club.
22. Usage charges/club subscription (**Club Charge**) for using facilities at the Residents' Club may be charged and revised from time to time by the Promoter or the Association, upon formation as per Club Rules. Guest charges, as applicable may also be charged by the Promoter or the Association, upon formation as per Club Rules.
23. Membership & Usage of the Residents' Club:
  - 23.1 The membership of the Residents' Club in respect of each Apartment shall be in the name of one person. Accordingly, in the event of any Apartment having more than one owner, the co-owners thereof shall nominate from amongst themselves one person for such membership.

23.2 In the event of any Apartment not being owned by individuals but by a limited company or a limited liability partnership or a partnership firm or a Hindu Undivided Family or Trust or other body, then one individual shall be nominated by it for membership of the Residents' Club. Change of such nominee shall be permitted only in accordance with the Club Rules.

23.3 In the event of death of any member, the Club Membership shall be transferred to the co-owner (if any) of the concerned Apartment and in the event of there being no co-owner, then to one person from amongst the heirs of the member who is nominated by all the heirs for such purpose.

23.4 It is expressly agreed that only the residents who are permanently residing in any of the Apartments in the Said Complex shall be entitled to the use of the Residents' Club. However, subject to compliance with the Club Rules, guests may be permitted to use the Club if accompanied by a member and subject to such conditions and payment of such guest charges as may be fixed or revised from time to time.

23.5 The rights of use as also the obligations of the Purchaser as a member of the Residents' Club shall be governed by the Club Rules and the Purchaser agrees, undertakes and covenants to abide by the Club Rules and to make payment of Club Charge and other expenses as may be fixed and/or revised from time to time as per the Club Rules.

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

1. The Vendors shall be treated as Apartment Owners in all matters related to the Facility Manager/Association in respect of the Apartments, which have not been transferred by the Vendors.
2. All payments for common purposes, taxes, mutation charges and all other outgoings shall be made to and kept with the Facility Manager/ Association.
3. The Apartment Owners may change, alter, add to or modify the Rules of the Association and frame such other rules, regulations and/or bye-laws for the common purposes, the quiet and peaceful enjoyment of the Apartments by their respective owners or for the mutual benefit of the Apartment Owners provided the same are not contrary to this Deed.
4. The Facility Manager/ Association shall function at the costs of the Apartment Owners and will work on the basis of advance payments and/or reimbursements of all costs including establishment costs and costs of its formation and/or operations and requirements for doing and/or making provisions for repairs painting replacements and renovations of first class standard and for unforeseen eventualities. The Maintenance Charges payable



by the Purchaser with effect from the date of possession and/or from the date of registration of this document, which ever is earlier, shall be payable on a monthly basis. For the first 12 (twelve) months the Maintenance Charges shall be at the fixed rate of Rs. 4.10 p (Rupees four and paise ten only) plus Goods and Service Tax per square feet per month on built-up area of the said Apartment. Such Fixed Maintenance Charge shall (1) be fully adjusted by the Promoter against the Common Expenses for the said limited period of 12 (twelve) months only (2) be a fixed payment after payment of which the Purchaser shall have no further obligation to pay any other amount towards Maintenance Charge for the said period of 12 (twelve) months save and except the running and operational expenses including the cost of diesel for the generators which is not included in the above mentioned Fixed Maintenance Charge and will be charged proportionately and separately at actual (3) be fully appropriated by the Promoter without obligation of any accounting and (4) be handed over by the Promoter to the Association, if the Association becomes operational before expiry of the said period of 12 (twelve) months **provided however** the Promoter shall handover only the proportionate balance remaining of the Fixed Maintenance Charge to the Association. It is clarified that (1) the Said Complex may be maintained through the Facility Manager, in which event all payments (other than Fixed Maintenance Charge) shall be made by the Purchaser to the Facility Manager, after the said period of 12 (twelve) months or earlier if the Association is formed, and (2) the supervision of maintenance of the Said Complex shall be handed over by the Promoter to the Association, as soon as be practicable, so that the Association may deal directly with the Facility Manager.

5. The Association shall, upon its formation, be entitled to all the rights with regard to the Common Areas/Purposes.
6. The Association shall pay all rates, taxes and outgoings, including for insurance (**Outgoings**) for the said Block / said Complex / said Land, which are not separately charged or assessed or levied on the Apartment Owners. Proportionate amounts shall be contributed by all Apartment Owners, including the Purchaser.
7. If the Facility Manager / Association has to make any payments, including Outgoings due to any default of the Purchaser, then the Purchaser shall pay such amount within 7 days of payment by the Facility Manager / Association.
8. The Purchaser shall make all payments, called upon to pay by the Facility Manager / Association from the Purchaser, within 7 (seven) days of the due date or of receiving demand in writing for the same.
9. All rights and obligations of the Association shall be the rights and obligations of the Facility Manager / Promoter until the Association is formed and starts functioning effectively.

**Part - IV**  
**("Common Expenses")**

1. **Maintenance:** All costs and expenses of maintaining, operating, painting, decorating, white-washing, repairing, replacing, redecorating, rebuilding, reconstructing, lighting and renovating the Common Areas including all exterior and interior walls (but not inside any Apartment) and in particular the Common Roof to the extent of leakage to the upper floors.
2. **Operational:** All expenses (including licence fees, taxes and levies, if any) for running and operating all machineries, equipment and installations comprised in the Common Areas including transformer, generator, lift, water pump changeover switches, light, and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and also the costs of repairing, renovating and replacing the same.
3. **Staff:** The salaries and all other expenses of the staff to be employed for the common purposes (including for the running of the Residents' Club) viz. manager, caretaker, security personnel clerks, liftmen, sweepers, plumbers, electricians etc. and other maintenance persons including their bonus and other emoluments and benefits.
4. **Residents' Club Expenses:** All costs and expenses for the maintenance, renovation, building, rebuilding, up keep and running of all the facilities of the Residents' Club, net of receipts on account of fees and charges.
5. **Taxes & Levies:** Rates & Taxes and levies, surcharge, cess and all other outgoings for the Common Areas (including running of the Residents' Club) or for the Said Complex save the taxes determined and payable by the Apartment Owners for their respective Apartments upon separate assessment.
6. **Association:** Establishment and all other expenses of the Association or any agency looking after the Common Areas.
7. **Reserves:** Creation of funds for replacement, renovation and/or other periodic expenses if thought fit by the Association (upon formation).
8. **Facilities:** All charges, deposits, costs and expenses incurred for the supply, installation, maintenance, upkeep and running of the facilities as more fully described in **Schedule C** above.
9. **Insurance:** All premiums and payments in respect of taking out insurance policy covering the Said Complex, periodically.
10. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment and for the Common Areas and common purposes.
11. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.

12. **Others:** All other expenses and/or outgoings as may be determined by the Promoter/Facility Manager/Association (upon formation) for the common purposes.

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

1. The Purchaser shall pay all fees and charges and cause mutation in the name of the Allottee in the records of Bidhannagar Municipal Corporation and the Office of the BL&LRO, within 30 (thirty) days from the date of registration of the Deed of Conveyance of the Said Apartment Unit without in any way making or keeping the Vendors liable and/or responsible in this regard on any account whatsoever. The Vendors shall at the request of the Purchaser cooperate with the Purchaser in this regard and shall sign necessary papers including no objection, consent etc., if and when required.
2. In case of default, the Vendors/Promoter or the Facility Manager, as the case may be, will be entitled to get the said Apartment Unit mutated and apportioned in the name of the Purchaser and in such an event be further entitled to recover all costs, charges and expenses, including professional fees thereof from the Purchaser. All such amounts shall be paid and/or be payable by the Purchaser within 7 days of being called upon to do so. In the event of failure to do so, the Purchaser shall be liable to pay interest on the unpaid amount at the rate of 18 per cent per annum with quarterly rests.
3. Until such time as the said Apartment Unit be separately assessed and/or mutated, all rates, taxes, outgoings and/or impositions levied on the said Block / said Complex / said Land (**Impositions**) shall be proportionately borne by the Purchaser.
4. Besides the amount of the Impositions, the Purchaser shall also be liable to pay the penalty, interest, costs, charges and expenses for and in respect of all or any of such taxes or Impositions (**Penalties**), proportionately or wholly, as the case may be.
5. The liability of payment by the Purchaser of Impositions and Penalties in respect of the said Apartment Unit would accrue with effect from the date of possession or the date of registration of this document, which ever is earlier.
6. The Facility Manager shall be at liberty to pay such sums from time to time as it may deem fit and proper towards the Impositions or Penalties and recover the share of the Purchaser thereof from the Purchaser.

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

Agreed Consideration/Total Price for the sale of the said

Apartment Unit as defined in this Deed including all rights agreed to be transferred in favour of the Purchaser in terms of Clause 6.1 hereof. **Rs.** \_\_\_\_\_/-

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

**Schedule - G**  
**Part-I**  
**(“Said Apartment”)**

Residential Apartment No. \_\_\_\_\_, on the \_\_\_\_\_ floor, measuring carpet area approximately \_\_\_\_ (\_\_\_\_\_) square feet, built-up area approximately \_\_\_\_ (\_\_\_\_\_) square feet, super built-up area approximately \_\_\_\_ (\_\_\_\_\_) square feet, together with a Private Garden/Terrace measuring about \_\_\_\_ (\_\_\_\_\_) square feet comprised in the Block named \_\_\_\_\_ forming part of the Said Complex named ***Ideal Aquaview***, to be constructed on the Said Land described in **Schedule B** above. The layout of the Said Apartment is delineated on the **Plan B** annexed hereto and bordered in colour **Red** thereon.

**PART-II**  
**(“Parking Space”)**

Right to park \_\_ (\_\_\_\_) medium sized car in the \_\_\_\_\_ Parking Space in the \_\_\_\_\_ areas of the Said Land.

**Part III**  
**(“Said Apartment Unit”)**

The Said Apartment, being the apartment described in **Part I** of **Schedule G** above.

The right to park in the Parking Space described in **Part II** of **Schedule G** above.

The Land Share, being undivided, impartible, proportionate and variable share in the Said Land described in **Schedule B** above, as be attributable and appurtenant to the Said Apartment, subject to the terms and conditions of the Agreement for Sale and this Deed of Conveyance.

The Share In Common Areas, being undivided, impartible, proportionate and variable share and/or interest in the Common Areas described in **Schedule C** above, as be attributable and appurtenant to the Said Apartment, subject to the terms and conditions of the Agreement for Sale and this Deed of Conveyance.

9. **Execution and Delivery:**

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

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

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

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

Prepared by :

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

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

**WITNESSES** :

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

**BETWEEN**

**Emperor Residency Private Limited & ORS.  
... OWNERS**

**AND**

**Ideal Real Estates Private Limited  
... PROMOTER**

**AND**

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

**CONVEYANCE**

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

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