

**THIS DEED OF CONVEYANCE**

is executed on

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

KYAL DEVELOPERS PRIVATE LIMITED  
  
Director / Authorised Signatory

**BETWEEN**

- (1) EVERSHPH REALTY PRIVATE LIMITED** (PAN AADCE1580D, CIN U70109WB2012PTC185759), a company incorporated under the companies Act, 1956, having its registered office at 9A, Raja Basant Roy Road, Ground Floor, Post Office Kalighat, Police Station Lake, Kolkata-700 026;
- (2) GREENHIGH NIRMAN PRIVATE LIMITED** (PAN AAECG8940L, CIN U70109WB2012PTC185753), a company incorporated under the companies Act, 1956, having its registered office at Room No. 27, 8<sup>th</sup> Floor, 23A, N. S. Road, Post Office GPO, Police Station Hare Street, Kolkata 700001;
- (3) SOMANSH RESIDENCY PRIVATE LIMITED** (PAN AASCS0360E, CIN U70109WB2012PTC185744), a company incorporated under the companies Act, 1956, having its registered office at 38, S. N. Roy Road, Fort Residency, Block 1B, 3<sup>rd</sup> Floor, Post Office Sahapur, Police Station Behala, Kolkata 700038;
- (4) VISUALIZATION PROJECTS PRIVATE LIMITED** (PAN AAECV1807F, CIN U70109WB2012PTC185783), a company incorporated under the companies Act, 1956, having its registered office at Flat No. 1D, Block-III, 6, Sarat Bose Road, Post Office Lala Lajpat Rai Sarani, Police Station Bhawanipore, Kolkata 700020;
- (5) NUTRIWAY COMPLEX PRIVATE LIMITED** (PAN AAECN1208Q, CIN U70109WB2012PTC185758), a company incorporated under the companies Act, 1956, having its registered office at Rosedale Tower – II, Flat 12-A, Post Office and Police Station New Town, Kolkata 700157;
- (6) SAPNANKUR COMPLEX PRIVATE LIMITED** (PAN AASCS0367D, CIN U70109WB2012PTC185786), a company incorporated under the companies Act, 1956, having its registered office at 4, Azimganj House, 1<sup>st</sup> Floor, 7, Camac Street, Post Office Circus Avenue, Police Station Shakespeare Sarani, Kolkata 700017;
- (7) SIDDHIBHUMI REALCON PRIVATE LIMITED** (PAN AASCS0375H, CIN U70109WB2012PTC185794), a company incorporated under the companies Act, 1956, having its registered office at 4, Debendra Lal Khan Road, Post Office and Police Station Bhawanipore, Kolkata 700025;
- (8) SISHIRKANYA BUILDCON PRIVATE LIMITED** (PAN AASCS0370C, CIN U70109WB2012PTC185790), a company incorporated under the companies Act, 1956, having its registered office at 9, Princep Street, Post Office Princep Street, Police Station Bowbazar, Kolkata 700072;

- (9) SOPHISTICATED RESIDENCY PRIVATE LIMITED** (PAN AASCS0371D, CIN U70109WB2012PTC185797), a company incorporated under the companies Act, 1956, having its registered office at 4, Debendra Lal Khan Road, Post Office and Police Station Bhawanipore, Kolkata 700025;
- (10) SWARNABARSA REALCON PRIVATE LIMITED** (PAN AASCS0374G, CIN U70109WB2012PTC185785), a company incorporated under the companies Act, 1956, having its registered office at Flat No. 1C, Block-III, 6, Sarat Bose Road, Post Office Lala Lajpat Rai Sarani, Police Station Bhawanipore, Kolkata 700020;
- (11) JIBANJYOTI ABASAN PRIVATE LIMITED** (PAN AACCCJ9267H, CIN U70109WB2012PTC185796), a company incorporated under the companies Act, 1956, having its registered office at 68/C, Narkeldanga Main Road, Post Office Kankurgachi, Police Station Narkeldanga, Kolkata 700054;
- (12) HAPPYLIFE ENCLAVE PRIVATE LIMITED** (PAN AADCH0074K, CIN U70109WB2012PTC185843), a company incorporated under the companies Act, 1956, having its registered office at 1<sup>st</sup> Floor, 4 Fairlie Place, Post Office GPO, Police Station Hare Street, Kolkata 700001;
- (13) AUROSHAKTI INFRACON PRIVATE LIMITED** (PAN AALCA5951E), (CIN U45400WB2013PTC192888), a company incorporated under the companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 22/3, Monohar Pukur Road, Post Office Sarat Bose Road, Police Station Lake, Kolkata 700029;
- (14) NABHYA DEVELOPERS PRIVATE LIMITED** (PAN AAECN3344D, CIN U45200WB2013PTC192944), a company incorporated under the companies Act, 1956, having its registered office at 2A, Sakharam Ganesh Dauskar Sarani, Priti Smriti, 1<sup>st</sup> Floor, Post Office and Police Station Bhawanipore, Kolkata 700025;
- (15) NAYAJIWAN DEVELOPERS PRIVATE LIMITED** (PAN AAECN3347A, CIN U45400WB2013PTC192916), a company incorporated under the companies Act, 1956, having its registered office at 3A, Bow Street, Post Office and Police Station Bowbazar, Kolkata 700012;
- (16) NISTHA REALCON PRIVATE LIMITED** (PAN AAECN3345C, CIN U45400WB2013PTC192921), a company incorporated under the companies Act, 1956, having its registered office at 4, Azimganj House, 1<sup>st</sup> Floor, 7, Camac Street, Post Office Circus Avenue, Police Station Shakespeare Sarani, Kolkata 700017;
- (17) SAPNANKUR INFRACON PRIVATE LIMITED** (PAN AATCS0470L, CIN U45400WB2013PTC192926), a company

incorporated under the companies Act, 1956, having its registered office at 27/9, Waterloo Street, Post Office Esplanade, Police Station Hare Street, Kolkata 700069;

- (18) SIDDHIBHUMI DEVELOPERS PRIVATE LIMITED** (PAN AATCS0471M, CIN U45400WB2013PTC192927), a company incorporated under the companies Act, 1956, having its registered office at Flat No. 401, 4<sup>th</sup> Floor, 4/2, Sarat Bose Road, Post Office Lala Lajpat Rai Sarani, Police Station-Bhowanipore, Kolkata 700020;
- (19) SONARTARI INFRASTRUCTURE PRIVATE LIMITED** (PAN AATCS0469F, CIN U45400WB2013PTC192928), a company incorporated under the companies Act, 1956, having its registered office at 2/2, Justice Dwarkanath Road, Post Office Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata 700 020;
- (20) SUBHLIFE TOWNSHIP PRIVATE LIMITED** (PAN AATCS0463R, CIN U45400WB2013PTC192929), a company incorporated under the companies Act, 1956, having its registered office at Flat No. B-501, 5<sup>th</sup> Floor, AS/185, Rajahhat Main Road, Post Office Narayanpur, Police Station Airport, Kolkata 700136;
- (21) SWARNABARSA PROJECTS PRIVATE LIMITED** (PAN AATCS0464J, CIN U45400WB2013PTC192958), a company incorporated under the companies Act, 1956, having its registered office at Flat No. 1D, 1<sup>st</sup> Floor, 90A, Raj Sekhar Bose Sarani, Post Office Ramesh Mitra Road, Police Station Bhawanipore, Kolkata 700025;
- (22) GREENARENA RESIDENCY PRIVATE LIMITED** (PAN AAECG8941M, (CIN U70109WB2012PTC185757), a company incorporated under the companies Act, 1956, having its registered office at 10A, Orchid Tower, 33/1/A, Kankurgachi Road, Post Office Kankurgachi, Police Station Narkeldanga, Kolkata 700054;
- (23) AHIBARAM DEVELOPERS PRIVATE LIMITED** (PAN AAKCA9407G, CIN U70109WB2012PTC185791), a company incorporated under the companies Act, 1956, having its registered office at 10A, Orchid Tower, 33/1/A, Kankurgachi Road, Post Office Kankurgachi, Police Station Narkeldanga, Kolkata 700054;
- (24) GOLDENYATRA COMPLEX PRIVATE LIMITED** (PAN AAECG8939P, CIN U70109WB2012PTC185743), a company incorporated under the companies Act, 1956, having its registered office at Azimganj House, 1<sup>st</sup> Floor, 7, Camac Street, Post Office Circus Avenue, Police Station Shakespeare Sarani, Kolkata 700017;
- (25) MOONTREE REALCON PRIVATE LIMITED** (PAN AAICM1665Q,

CIN U70109WB2012PTC185803), a company incorporated under the companies Act, 1956, having its registered office at 101/A, Ballygunge Place, Post Office and Police Station Ballygunge, Kolkata 700019;

**(26) ARROWSPACE REALCON PRIVATE LIMITED** (PAN AAKCA9410D, CIN U70109WB2012PTC185879), a company incorporated under the companies Act, 1956, having its registered office at 101/A, Ballygunge Place, Police Station and Post Office Ballygunge, Kolkata 700019;

**(27) NISHOK PROJECTS PRIVATE LIMITED** (PAN AAECN3348R, CIN U45400WB2013PTC192918), a company incorporated under the companies Act, 1956, having its registered office at 4, Debendra Lal Khan Road, Post Office and Police Station Bhawanipore, Kolkata 700025;

**(28) SWAPNABHUMI NIRMAN PRIVATE LIMITED** (PAN AASCS0366C, CIN U70109WB2012PTC185789), a company incorporated under the companies Act, 1956, having its registered office at 4, Debendra Lal Khan Road, Post Office and Police Station Bhawanipore, Kolkata 700025;

**(29) BONUS TRADELINK PRIVATE LIMITED** (PAN AAECB2548R, CIN U70100WB2010PTC151559), a company incorporated under the companies Act, 1956, having its registered office at 20, O.C. Ganguly Sarani, Post Office Lala Lajpat Rai Sarani, Police Station Bhawanipore, Kolkata 700020;

**(30) MUSLIMA KHATUN** (PAN CHQPK3462H, Aadhaar No. 217899643752), by nationality Indian, by caste Muslim, wife of Yunus Gazi, residing at Village Baligori, Post Office Chakpanchuria, Police Station Newtown, Kolkata – 700156, North 24 Parganas;

**(31) MD. SAHABUDDIN MOLLA** (PAN AQXPM4616R, Aadhaar No. 667345610780), by nationality Indian, by caste Muslim, son of Ketab Ali Molla, residing at Village Hudarait, Post Office Bagu, Police Station Rajarhat, Kolkata – 700135, North 24 Parganas;

all being represented by their constituted Attorney, **KYAL DEVELOPERS PRIVATE LIMITED** (PAN AABCK3070E, CIN U70109WB1995PTC076151, a company duly incorporated under the Companies Act, 1956, having its registered office at Premises No.122/1R, Satyendra Nath Majumder Sarani, 4th Floor, Post Office Kalighat, Police Station Tollygunge, Kolkata 700026, by virtue of a Development Power of Attorney dated 28.05.2024 being No. 190408021 of 2024, being represented by its Authorized Signatory, **DIPANKAR SARDAR**, (PAN EMNPS0596E, Aadhaar No.719849015440), by nationality Indian, by caste Hindu, son of Late Subrata Sardar, residing at Village and Post Office Gokarnee, Police Station Magrahat, PIN 743601, South 24 Parganas / **TARASANKAR**

**MUKHERJEE**, (PAN CEKPM9711C, Aadhaar No. 975679863549), by nationality Indian, by caste Hindu, son of Late Joydeb Mukherjee, residing at Village Ghatampur, Post Office Porabazar, Police Station Dadpur, PIN 712305, Hooghly, vide Board Resolution dated \_\_\_\_\_ 2024, hereinafter referred to as the "**OWNERS**" (which expression shall unless repugnant to the context or meaning there of be deemed to mean and include its in case of companies their respective successor or successors-in-interest and assigns and in case of Individual his/her/their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**;

**AND**

**SHREE RSH PROJECTS PRIVATE LIMITED** (PAN AAOCS3902Q, CIN U45200WB2010PTC145024), a company incorporated under the companies Act, 1956, having its registered office at FMC Fortuna, Office No. A-10 & A-11, 5<sup>th</sup> Floor, 234/3A, A. J. C. Bose Road, Post Office Circus Avenue, Police Station Shakespeare Sarani, Kolkata 700020, being represented by its Assignee/Constituted Attorney, **KYAL DEVELOPERS PRIVATE LIMITED** (PAN AABCK3070E, CIN U70109WB1995PTC076151), a company duly incorporated under the Companies Act, 1956, having its registered office at Premises No.122/1R, Satyendra Nath Majumder Sarani, 4<sup>th</sup> Floor, Post Office Kalighat, Police Station Tollygunge, Kolkata 700026, by virtue of a Development Power of Attorney dated 28.05.2024 being No. 190408021 of 2024, being represented by its Authorized Signatory, **DIPANKAR SARDAR** (PAN EMNPS0596E, Aadhaar No. 719849015440), by nationality Indian, by caste Hindu, son of Late Subrata Sardar, residing at Village and Post Office Gokarnee, Police Station Magrahat, PIN 743601, South 24 Parganas / **TARASANKAR MUKHERJEE** (PAN CEKPM9711C, Aadhaar No. 975679863549), by nationality Indian, by caste Hindu, son of Late Joydeb Mukherjee, residing at Village Ghatampur, Post Office Porabazar, Police Station Dadpur, PIN 712305, Hooghly, vide Board Resolution dated \_\_\_\_\_ 2024, hereinafter referred to as the "**CONFIRMING PARTY**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns) of the **SECOND PART**;

**AND**

**KYAL DEVELOPERS PRIVATE LIMITED** (PAN AABCK3070E, CIN U70109WB1995PTC076151), a company duly incorporated under the Companies Act, 1956, having its registered office at Premises No.122/1R, Satyendra Nath Majumder Sarani, 4<sup>th</sup> Floor, Post Office Kalighat, Police Station Tollygunge, Kolkata 700026 being represented by its Authorized Signatory, **DIPANKAR SARDAR** (PAN EMNPS0596E, Aadhaar No. 719849015440), by nationality Indian, by caste Hindu, son of Late Subrata Sardar, residing at Village and Post Office Gokarnee, Police Station Magrahat, PIN 743601, South 24 Parganas / **TARASANKAR MUKHERJEE** (PAN CEKPM9711C, Aadhaar No. 975679863549), by nationality Indian, by caste Hindu, son of Late

Joydeb Mukherjee, residing at Village Ghatampur, Post Office Porabazar, Police Station Dadpur, PIN 712305, Hooghly, vide Board Resolution dated \_\_\_\_\_ 2024, hereinafter referred to as the "**PROMOTER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns) of the **THIRD PART**;

**AND**

*[If the Allottee is an individual]*

(1) \_\_\_\_\_, having PAN \_\_\_\_\_, having Aadhaar No. \_\_\_\_\_, by nationality Indian, by caste Hindu/Muslim/Christian, son/daughter/wife of \_\_\_\_\_, residing at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, District \_\_\_\_\_, PIN \_\_\_\_\_, State \_\_\_\_\_ and (2) \_\_\_\_\_, having PAN \_\_\_\_\_, having Aadhaar No. \_\_\_\_\_, by nationality Indian, by caste Hindu/Muslim/Christian, son/daughter/wife of \_\_\_\_\_, both/all residing at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, District \_\_\_\_\_, PIN \_\_\_\_\_, State \_\_\_\_\_, hereinafter (jointly/collectively) referred to as the "**ALLOTTEE(S)**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their respective heirs, executors, administrators, legal representatives and assigns) of the **FOURTH PART**;

*[If the Allottee is a company]*

\_\_\_\_\_, having PAN \_\_\_\_\_, having CIN \_\_\_\_\_), a company incorporated under the provisions of the Companies Act, 1956 or the Companies Act, 2013 having its registered office at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, District \_\_\_\_\_, PIN \_\_\_\_\_, State \_\_\_\_\_, represented by its Director/Authorized Signatory \_\_\_\_\_, having PAN \_\_\_\_\_, having Aadhaar No. \_\_\_\_\_, by nationality Indian, by caste Hindu/Muslim/Christian, son/daughter/wife of \_\_\_\_\_, residing at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, District \_\_\_\_\_, PIN \_\_\_\_\_, State \_\_\_\_\_, hereinafter referred to as the "**ALLOTTEE(S)**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns), of the **FOURTH PART**;

[OR]

*[If the Allottee is a Partnership]*

\_\_\_\_\_, having PAN \_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, District \_\_\_\_\_, PIN \_\_\_\_\_, State \_\_\_\_\_, represented by its Authorized Partner \_\_\_\_\_, having PAN \_\_\_\_\_, having Aadhaar \_\_\_\_\_, by nationality Indian, by caste Hindu/Muslim/Christian, son/daughter/wife of \_\_\_\_\_, residing at \_\_\_\_\_,

\_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_,  
 District \_\_\_\_\_, PIN \_\_\_\_\_, State \_\_\_\_\_,  
 hereinafter referred to as the "**ALLOTTEE(S)**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm and such other person(s) who may be taken or admitted for the benefit of the said partnership, their respective heirs, executors and administrators and assigns), of the **FOURTH PART**.

[OR]

*[If the Allottee is a HUF]*

\_\_\_\_\_, having PAN \_\_\_\_\_, for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business/residence at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, District \_\_\_\_\_, PIN \_\_\_\_\_, State \_\_\_\_\_, hereinafter referred to as the "**ALLOTTEE(S)**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **FOURTH PART**.

#### **DEFINITIONS: -**

In these presents, unless there be something contrary or repugnant to the subject or context, the following terms (whether used as capitalized terms or not) shall have the respective meanings which have been assigned thereto:

1. "**Act**" means the Real Estate (Regulation and Development) Act, 2016 or any other law for the time being in force as may be applicable including but not limited to any new law being enacted in place and instead of the Real Estate (Regulation and Development) Act, 2016.
2. "**Rules**" means the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016 or any other Rules as may be prescribed under any new law being enacted in place and instead of the West Bengal Real Estate (Regulation and Development) Rules, 2021.
3. "**Regulations**" means the Regulations made under the Real Estate (Regulation and Development) Act, 2016 or any other Regulations as may be prescribed under any new law being enacted in place and instead of the West Bengal Real Estate (Regulation and Development) Rules, 2021.
4. "**Car Parking Space**" shall mean all the spaces in the portions at the Basement level, Ground floor level, 1<sup>st</sup> floor level of the new buildings of the Project expressed or intended to be reserved for parking of private medium sized motor car(s).
5. "**Carpet Area**" shall mean the net usable area of an Apartment, excluding the area covered by the external walls, areas under the services' shafts, the areas



respectively comprised in the Balcony/Verandah, but including the area covered by the internal partition walls of such an Apartment.

**6. "Common Expenses"** shall include each of the undernoted charges, expenses etc. payable proportionately by the Allottee(s) and the other Allottee(s), each as determined by the Promoter at its sole and absolute discretion, which shall be final, binding and conclusive on each Allottee(s) including the Allottee(s):

- a) all the costs, charges, expenses, fees etc. to be incurred for and/or on behalf of the Allottee(s) for rendition of the Common Purposes; and
- b) all the Outgoings payable in respect of the said Land, the Building, the Common Areas; and
- c) the recurring costs, charges, fees, expenses etc. to be incurred/payable/incurred for the smooth operation, running, management, maintenance, upkeep and administration of the several facilities, infrastructure, utilities etc. at/of the said Land and/or the Buildings including but not limited to those comprising a part of the Common Areas, including repairs, replacements, improvements etc. thereof; and
- d) all expenses for running and operating all machinery, equipments and installations comprised in the common portions, including lifts, pumps, generator, water treatment plant, firefighting equipment, CCTV, EPABX etc. and other common installations including their license fees, taxes and other levies (if any) and all the lights of the Common Areas; and
- e) all expenses towards electricity and annual maintenance charges of the mechanized car parking space, however, it being made clear that the said mechanized car parking space, if any, shall not be part of common areas; and
- f) such other charges, expenses etc. as determined by the Promoter from time to time; and
- g) each of the afore stated together with the applicable taxes thereon.

**7. "Common Purposes"** shall include:

- a) the maintenance, management, upkeep, administration, protection etc. of the said Land, the Building, the Common Areas and the several facilities etc. at/of the said Land and/or the Buildings including the repairs, replacements, improvements etc. thereof;
- b) dealing with and regulating matters of common interest of each of the Allottees relating inter alia to their mutual rights and obligations in respect of the Land and the Project for the use and enjoyment of their respective Apartments and the Common Areas;
- c) insurance of the Project and the Common Areas;
- d) the collection and disbursement of the Common Expenses;

- e) all other common purposes and/or other matters, issues etc. in which the Allottee(s) have common interest relating to the Project, the extent, mode and manner of each of the above to be as determined and formulated by the Promoter; and

all other common expenses and/or other matters issues etc. which the Allottee(s) have in common interest relating to the Land, the extent, mode and manner of each of the above to be as determined and formulated by the Promoter.

- 8. "Said Land"** shall mean the 198.7 Decimals, more or less, comprised in R.S./L.R. Dag Nos.902, 903, 904, 905, 906, 907, 908, 909, 910 and 911, situated at Mouza Patharghata, J.L. no. 36, Police Station Technocity, within the limits of Patharghata Gram Panchayat, Additional Sub-Registrar Rajarhat, District 24 Parganas (North), Pin 700135 more fully described in the **Part I** of the **Schedule "I"**.

**WHEREAS:**

- A.** The Owners became the joint, absolute and lawful owners of the Said Land morefully and particularly described in the **Part I** of the **Schedule "I"** as mentioned herein below which was purchased by the Owners from time to time by virtue of several Indentures of Conveyance executed and registered more fully and particularly described in the **Part II** of the **Schedule "I"**.
- B.** The Owner Nos. 1 to 29 herein were entered into a Development Agreement dated 04.03.2016 with the Confirming Party herein which was registered in the Office of the Additional Registrar of Assurance – IV, Kolkata, West Bengal in Book No. I, Volume No. 1904-2016 at Pages 100703 to 100881 Being No. 190402552 of 2016 (later rectified by a Supplementary Development Agreement dated 04.03.2019 registered in the Office of the Additional Registrar of Assurance – IV, Kolkata, West Bengal in Book No. I, Volume No. 1904-2019 at Pages 99271 to 99333 Being No. 190402168 of 2019) in respect of the land more or less comprised in R.S./L.R. Dag Nos. 904, 905, 906, 907, 908, 909, 910, 911 in Mouza Patharghata, J.L. no 36, Police Station Technocity, Additional Sub-Registrar Rajarhat, District 24 Parganas (North) on the terms and conditions as more fully mentioned therein.
- C.** The Owner Nos. 1 to 29 herein, thereafter entered into an unregistered Development Agreement dated 08.01.2021 with the Confirming Party herein in respect of further lands comprised in R.S./L.R. Dag Nos. 902 and 903 more or less, situated at Mouza Patharghata, J.L. no 36, Police Station Technocity, Additional Sub-Registrar Rajarhat, District 24 Parganas (North) on the terms and conditions as more fully mentioned therein.
- D.** The Owner Nos. 1 to 29 were in pursuance of such Development Agreement, executed a Development Power of Attorney dated 04.03.2016 in favour of the Confirming Party herein which was registered in the Office of the Additional Registrar of Assurance – IV, Kolkata, West Bengal in Book No. IV, Volume No. 1903-2016 at Pages 50440 to 50557 Being No. 190301735 of 2016.

- E.** The Confirming Party herein had commenced to act in terms of the said Development Agreement dated 04.03.2016 and the said supplementary Development Agreement dated 04.03.2019 and the said unregistered Development Agreement dated 08.01.2021 and has taken steps towards the development of the Said Land.
- F.** Thereafter the Owner Nos. 1 to 29 herein and the Confirming Party herein have jointly approached and negotiated with the Promoter herein to take over the work of development and construction at the Said Land for commercial exploitation thereof.
- G.** The Promoter herein has in the meantime negotiated with the Owner Nos. 30 and 31 who are the Owners of land comprised in R.S./L.R. Dag No. 904, which is adjacent to the land owned by the Owner Nos. 1 to 29 herein to also include their land in the proposed Project.
- H.** In the meantime, while the negotiations were being crystalized, the Confirming Party has with the consent and concurrence of all the Owners and the Developer herein, obtained a sanctioned the plan vide PIN No. 0070071820240305 dated 11.03.2024 from New Kolkata Development Authority at its own cost and expenses in respect of the such entire Project Land.
- I.** The Owners and Confirming Party herein have now crystalized their negotiations and accordingly delineated their respective responsibilities and the Promoter has, thus relying upon the representation and assurances made by the Owners and the Confirming Party herein about the rights or title or interest of the Owners and Confirming Party herein in the Said Land, has agreed to undertake/take over development of the Said Land on the terms and conditions contained herein, it having been agreed that all rights under the previous agreements between the other parties would absolutely vest in the Promoter herein.
- J.** In view of the rights under the previous agreements vesting in the Promoter, herein, the Owner Nos. 1 to 29 and the Confirming Party have amicably and in order to give effect to the present Development Agreement, revoked the erstwhile Development Power of attorney dated 04.03.2016, by a Revocation of Power of Attorney dated 28.05.2024 which is registered in the Office of the Additional Registrar of Assurance – IV, Kolkata, West Bengal in Book No. IV, Volume No. 1904-2024 at Pages 4364 to 4395 Being No. 190400200 for the year 2024.
- K.** The Owners, Confirming Party and Promoter herein have entered into a Development Agreement dated 28.05.2024 and registered with the office of Additional Registrar of Assurance – IV, Kolkata, West Bengal and recorded in Book -I, Volume No. 1904-2024, Pages 415511 to 415637, Being No. 190407762 for the year 2024. Subsequently the Owners and the Confirming Party herein in consultation with each other had jointly granted a Development Power of Attorney dated 28.05.2024 registered with the office of Additional Registrar of Assurance - IV Kolkata, West Bengal and recorded in Book - I, Volume No. 1904-2024, Pages 417175 to 417240, being No. 190408021 of 2024 to the Promoter herein. Wherein the Owners, the Confirming Party jointly granted the exclusive right of development in respect of the said Land to the Promoter pursuant to the building plan sanctioned by the concerned statutory

authority and commercial exploitation thereof on the terms and conditions mentioned therein.

- L.** The building plan vide PIN No. 0070071820240305 dated 11.03.2024 has been sanctioned from the New Town Kolkata Development Authority, West Bengal (hereinafter referred to as the said Plan and shall include all alterations and/or modifications made thereto from time to time and as permitted by the Act and Rules) and the Promoter commenced construction of a residential project comprising of 2 (Two) Towers having (B+G+24) basement plus ground plus twenty four upper floors in Tower No.1 and having (B+G+23) basement plus ground plus twenty three upper floors in Tower No. 2 and various car parking spaces (hereinafter referred to as the "**Buildings**") comprising of several apartments, common areas and other facilities and amenities and altogether known as "**Vinayak Amara**" ("**Project**").
- M.** The New Town Kolkata Development Authority, West Bengal has granted the commencement certificate to develop the said Project vide approval dated \_\_\_\_\_, 2024.
- N.** The Promoter has registered the Project as a separate Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority (WBREERA) ("**Authority**") on \_\_\_\_\_, 2024 under Registration No. WBREERA/\_\_\_/2024/\_\_\_\_\_
- O.** The Promoter being fully competent, entered into a below mentioned Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Premises/Project Land on which the Project is constructed has been completed.
- P.** The Allottee(s) has entered into an agreement dated \_\_\_\_\_ registered at the office of the Additional Registrar of Assurance - \_\_, Kolkata, West Bengal and recorded in Book No. I, Volume No. 190\_ - 20\_\_, Pages \_\_\_\_\_ to \_\_\_\_\_, being No. 190\_\_\_\_\_ of 20\_\_ ("**Agreement for Sale**") by and under which the Allottee(s) agreed to, on the terms and conditions mentioned therein, to purchase and acquire Residential Apartment No.\_\_\_\_\_ on the \_\_\_ floor in Tower No.1/2 being constructed on the Land as a part of the Project, having a Carpet area of \_\_\_\_\_ sq.ft. more or less, with the respective areas of the Balcony/Verandah, measuring \_\_\_\_\_ sq.ft. more or less, morefully and particularly described in **Part - I** of the **Schedule "II"** hereunder written ("**Said Apartment**") Together With the **Store** having Carpet area of \_\_\_\_\_ sq.ft. more or less on the \_\_\_\_\_ Floor in Tower No.1/2 of the said Project, morefully and particularly described in **Part - II** of the **Schedule "II"** hereunder written ("**Said Store Room**") Together With **1/2 (one/two)** number(s) of **mechanical / covered** Parking Space(s) to park private medium sized car(s) at the Basement/Ground/Floor/1<sup>st</sup> Floor level constructed at the Said Land/Project, as identified and designated by the Promoter for the parking of private medium sized car(s) owned by the Allottee(s) which do not form a part of the Common Areas, as stated in **Part - III** of the **Schedule "II"** hereunder written ("**Car Parking Space**") within such space within the said Project (hereinafter collectively referred to as the "**Said Unit**"). The floor plan of the said Apartment and said Car Parking Space (if any) is annexed hereto.

- Q.** The Promoter has since completed construction of the Project and has since been granted a Completion Certificate dated [•] by the [•].
- R.** The Allottee(s) has since paid the Total Price of the Said Unit to the Promoter and the Promoter has put the Allottee in possession of the Said Unit and the Promoter has now called upon the Allottee herein to complete the transfer/conveyance of the Said Unit together with rights and advantages appurtenant thereto, to which the Allottee has agreed.
- S.** The Allottee(s) represents and confirms that it has inspected all the documents pertaining to the Project and the Said Premises/Project Land including but not limited to all the title documents and the sanctions permissions etc. and has fully satisfied itself in all respects, with regard to the right, title and interest of the Promoter/Owners in the Project and its right to convey the Said Unit to the Allottee(s). The Allottee(s) has also satisfied itself with the Said Unit, the facilities, amenities, specifications, construction quality, workmanship, measurements and other details and the completion and finishing thereof upon complete satisfaction of performance of all obligations of the Promoter, the Allottee(s) has taken possession of the Said Unit.
- T.** The Parties hereby confirm that they are signing this Conveyance Deed with full knowledge of the Applicable Laws.
- U.** The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Conveyance Deed and all applicable laws, are now willing to enter into this Conveyance Deed on the terms and conditions appearing hereinafter.

## **NOW THIS INDENTURE WITNESSETH**

### **1. CONVEYANCE:**

- 1.1.** In consideration of the payment of the entire consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) alongwith Taxes, and the statutory and other charges by the Allottee(s) ("Total Price") in terms of the Agreement for Sale which amount has been arrived at upon due settlement of all accounts (including claims and counter claims for delay etc.) the receipt of which has been duly acknowledged hereunder by the Promoter and in consideration of the adherence to and compliance with various terms, conditions, covenants and obligations of the Allottee(s) stated in this Conveyance Deed, the Owner, the Confirming Party and the Promoter do and each of them doth hereby sell convey and transfer unto the Allottee(s), the Said Unit more particularly described in Schedule II, absolutely and forever, free from all encumbrances, along with right to use the Common Areas (as mentioned in Schedule III);
- 1.2.** The Allottee(s) shall have the right to the as mentioned below:
- (i) The Allottee(s) shall have exclusive ownership of the Said Unit.
  - (ii) The Allottee(s) shall have right to use the Common Areas. Since the share/ interest of the Allottee(s) in the Common Areas is undivided and cannot be divided or separated, the Allottee(s) shall use the Common Areas along with

other occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them.

- 1.3.** The Allottee(s) agrees and undertakes that the Said Unit shall be treated as a single indivisible Unit for all purposes and that common areas / services / facilities of the Project (as mentioned in Schedule III hereto) shall be available for use and enjoyment of all allottees / flat owners of the Project. The Allottee(s) hereby further agrees that irrespective of location of any of the facilities of amenities within the Project, occupier of each building / Tower shall be entitled to jointly use and enjoy the common areas / services / facilities / amenities to the extent as permitted and defined herein.
- 1.4.** The Promoter has paid / is liable for all outgoings upto the completion date (including land cost, municipal or other local taxes, charges for water or electricity, maintenance charges, which are related to the Project). All outgoings from the Completion Date in respect of the Said Unit is the sole liability of the Allottee(s), irrespective of whether the same has accrued or not, levied or leviable in future.
- 1.5.** The Allottee(s) agrees and undertakes that the covenants, restrictions, obligations and undertaking as referred in the Agreement for Sale shall be binding upon the Allottee(s) and all transferees of the Allottee(s). The covenants contained in this Deed shall be covenants running with the land.

## **2. CONSTRUCTION OF THE PROJECT AND HANDOVER OF SAID UNIT:**

- 2.1.** The Building in which the Said Unit is located has been completed and the necessary occupation certificate in respect of the said Building has been obtained from the Competent Authority.
- 2.2.** The Promoter has handed over the vacant, physical and peaceful possession of the Said Unit to the Allottee(s) as per the specifications & amenities mentioned in Schedule III hereto. On and from the date of completion date, the Allottee(s) has been and shall continue to be liable to bear and pay the proportionate charges of all outgoings / charges in respect of the Said Unit and Common Area and Amenities as may be levied by the Association of Allottees, together with all rates, taxes, cesses, assessments, betterment charges, levies etc. payable to any Competent Authority.
- 2.3.** On and from the Completion Date the Allottee(s) is liable to pay for the charges in respect of electricity, water and other consumptions at the as per the bills issued by the Competent Authorities and service providers, from time to time.
- 2.4.** The Allottee(s) hereby agrees and undertakes to be a member of the Association of Allottees and to sign and execute the application for registration, other papers and documents necessary for the formation of and registration of such Association of Allottees. The Allottee(s) shall observe and perform all the rules, regulations of the Association of Allottees that may be specified in detail under its bye-laws.
- 2.5.** The Allottee(s) is aware that as per the amended Income Tax Act, 1961, any payment made on or after 01.06.2013 for acquisition of any immovable

property other than agricultural land is subject to Tax Deduction at Source ("TDS") at the rate of 1% where the aggregate consideration is equal to or more than Rs. 50,00,000/-. The Allottee(s) agrees and undertakes that if the Allottee(s) fails and / or neglects to deduct the TDS or fails to deposit the same with the authorities after such deduction, the Allottee(s) alone shall be deemed to be an assessee in default in respect of such tax and the Promoter shall not be liable for any statutory obligations / liability or non-deposit of such TDS. In case the credit of TDS deducted by the Allottee(s) is not reflected in Form No. 26AS of the Income Tax Act, 1961 and the rules thereunder, and if the original TDS certificate is not submitted by the Allottee(s) to the Promoter then the amount of TDS shall be considered as receivable from the Allottee(s) and shall be deemed to be a default on the part of the Allottee(s) under the Act and the rules framed thereunder.

### **3. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

#### **3.1.** The Promoter hereby represent and warrant to the Allottee(s) as follows:

- (i) The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project;
- (ii) There are no litigations pending before any Court of law or authority with respect to the Said Unit;
- (iii) All approvals, licenses and permits issued by the Competent Authorities with respect to the Project are valid and subsisting and have been obtained by following due process of law;
- (iv) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition) has been received by or served upon the Promoter in respect of the Said Premises/Project Land or any part thereof.

### **4. MAINTENANCE OF THE SAID BUILDING/ SAID UNIT/ REAL ESTATE:**

**4.1.** The Allottee(s) acknowledges that the Common Area Maintenance Charges have commenced on and from the date of Offer of Possession by the Promoter (Common Areas and Maintenance Charges Commencement Date). The Allottee(s) agrees, acknowledges and undertakes that the Allottee(s) shall, on and from the Common Areas and Maintenance Charges Commencement Date, be liable for and pay the maintenance charges in relation to the Said Unit as may be levied by the Association/Maintenance Company from time to time. It is made clear to the Allottee(s) that the Allottee(s) as a Member of the Association alongwith other members shall be liable to maintenance and operation of Common Areas of the Project after Promoter handing over the Common Areas of the Project to the Association.

**4.2.** The Allottee(s) further agrees and acknowledges that the Allottee(s) shall be responsible for all municipal rates and taxes (assessed or unassessed) for the Said Unit from the Common Areas and Maintenance Charges Commencement Date, whether levied or not, accrued or accruing in future, including any claims that may be raised by the concerned authorities at a later date.

- 4.3.** As and when any plant, machinery, equipment etc. within the Project including but not limited to lifts, DG sets, electric substation, pumps, firefighting equipment, etc. requires replacement, up-gradation, addition etc. the cost thereof shall be contributed by all the allottees / occupants of apartments at the Project / Complex, as the case may be, on pro-rata basis (i.e. in proportion to the Carpet Area of the Apartment to the total Carpet Area of all the apartments in the Project / Complex, as the case may be).
- 4.4.** The service areas, as located within the Project, earmarked for purposes including but not limited to electric sub-station, transformers, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses. The Allottee(s) shall not be permitted to use the services areas in any manner whatsoever, and the same shall be reserved for use by the Promoter/Maintenance Company/Association (when formed) of Allottees formed by the Allottees for rendering maintenance services.

## **5. DEFECT LIABILITY:**

**5.1.** It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for Sale is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee(s) from the Completion Date, it shall be the duty of the Promoter to rectify such defects without further charge.

**5.2.** However, the Promoter shall not be liable for rectification of defects in the following circumstances:

- (i) If the same has resulted due to any act, omission or negligence attributable to the Allottee(s) or the Association or arises out of any non-compliance of any Applicable Laws or terms of this Deed, by the Allottee(s) or the Association;
- (ii) the defects that are the result of ordinary wear and tear in due course; and
- (iii) Force Majeure;
- (iv) Defect occasioned by subsequent act of the Allottee(s) or any third party;
- (v) Defect accruing due to non-maintenance or failure to take care and/or periodic maintenance;

Provided that the Allottee(s) understands that there is a fundamental difference between hand over of the building/ constructions or infrastructure services and systems free from defects on the one hand and maintenance of handed over building/ constructions or infrastructure services and systems so as to maintain defect free functioning which by its nature is a lifelong process. Accordingly, the continued maintenance of the systems handed over would not be the responsibility of the Promoter, and the Promoter shall not be liable for rectification of any defects as a result of negligence in maintenance.

Provided further that in case any such structural defect or any other defect in workmanship, quality or provision of services by the Promoter at the Project, reasonably and in the ordinary course requires additional time beyond 30 (thirty) days, then the Promoter shall be entitled to the same, provided an intimation thereof has been provided to the Allottee(s) prior to expiry of the said initial 30 (thirty) days. The Allottee(s) hereby agrees to such additional time / extension of time without



being entitled to / making any claim to receive appropriate compensation in the manner as provided under the Act and/or otherwise under the Applicable Laws.

**5.3** The Allottee(s) further accepts and acknowledges that all plant machinery, fittings, fixtures, equipments, installations etc which are covered under third party warranty / AMC shall not fall within the Defect Liability of the Promoter and any repair or resolution of defect in respect of the same shall be availed by the Allottee(s) through the Association directly from the concerned vendors / service providers.

**6. RIGHT TO ENTER THE SAID UNIT FOR REPAIRS:**

**6.1.** The Promoter/Maintenance Company and thereafter the Association of Allottees shall have right of access to all Common Areas, garages/ covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter and thereafter the Association of Allottees together with its men and agents, with or without material, to enter into the Apartment or any part thereof, after due notice and during the normal daytime hours, unless the circumstances warrant otherwise, with a view to set right any defect concerning the Building / Project and the Common Areas.

**6.2.** The Allottee (s) shall permit any adjoining Apartment Owner to enter and inspect the Apartment, upon receiving due notice and during normal daytime hours, for the purposes of carrying out any repairs within such neighboring apartments.

**7. COMPLIANCE OF LAWS, NOTIFICATIONS, OTHER OBLIGATIONS ETC. BY THE PARTIES:**

**7.1.** The Parties are entering into this Conveyance Deed with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

**7.2.** The Promoter has made it expressly clear to the Allottee(s) that the rights of the Promoter in the Apartment agreed to be conveyed/ sold/ transferred herein are circumscribed by and subject to the conditions imposed by the prevailing laws and and/or any other statutory authority(ies) apart from those contained herein.

**7.3.** The Allottee(s) shall observe all terms and conditions of this Conveyance Deed, and also those conditions, restrictions and other stipulations imposed in respect of the Project and shall also abide by the applicable building plans and other Applicable Laws applicable to the Said Unit and /or the Project.

**8. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE CONVEYANCE DEED:**

**8.1.** Wherever in this Conveyance Deed it is stipulated that the Allottee(s) has to make any payment, in common with other allottee(s) in the Project, the same shall be the proportion which the Carpet Area of the Apartment bears to the total Carpet Area of all the apartments in the Project / Complex comprising of all the buildings, as the case may be.

**SCHEDULE I**  
**Part I**  
**[the Said Land]**

**ALL THAT** the land measuring 198.7 Decimals, more or less, comprised in R.S./L.R. Dag Nos.902, 903, 904, 905, 906, 907, 908, 909, 910 and 911, situated at Mouza Patharghata, J.L. no. 36, Police Station Technocity, situated at Premises no. 07-0718 within Action Area II G of Newtown, within the limits of Patharghata Gram Panchayat, Additional Sub-Registrar Rajarhat, District 24 Parganas (North), shown in tabular form as follows:-

Sl. No.	R.S./ L.R. Dag No.	L.R. Khatian Nos.	Area (in decimal)
1.	902	5498, 5499, 5500, 5501, 5502, 5503, 5504, 5505, 5506, 5507, 5508, 5509, 5510, 5511, 5512, 5513, 5515, 5516, 5517, 5518, 5519, 5520, 5521, 5522, 5524, 5525, 5968, 5969, 5970	3
2.	903		1.7
3.	904		16
4.	905		22
5.	906		25
6.	907		7.5
7.	908		7
8.	909		6
9.	910		3
10.	911		107.5
<b>Total</b>			<b>198.7</b>

**The Said Land is butted and bounded as follows:**

ON THE NORTH : 48-Meter-wide Road  
ON THE SOUTH : 20-Meter-Wide Road  
ON THE EAST : R.S./L.R. Dag No. 912 and 918  
ON THE WEST : Mouza Chakpanchuria

**Part – II**  
**[SAID INDENTURES AND THEIR DETAILS]**

Sl. No.	Deed No.	Dag No.
1	6155/2018	901, 902, 903
2	7312/2013	904
3	7313/2013	904
	7319/2013	904
	786/2015	904
4	11094/2014	904 & 905
5	11096/2014	904 & 905 & 906
6	4460/2020	904
7	7566/2013	905
8	7314/2013	905
9	8364/2015	905, 907, 908

10	7812/2013	906
11	7813/2013	906
12	7809/2013	906
13	7811/2013	906
14	4572/2014	906
15	398/2015	906
16	11092/2014	906 & 909 & 910
17	11099/2014	906
18	783/2015	906, 907, 908
19	10338/2013	907, 908
20	4490/2022	907, 908
21	7801/2013	907, 908
22	8675/2013	907, 908
23	4004/2015	907, 908
24	11095/2014	907, 908
25	11096/2014	907, 908
26	4532/2014	909, 910
27	6012/2014	909, 910
28	12382/2014	909, 910
29	4003/2015	911
30	14375/2014	911
31	14376/2014	911
32	14388/2014	911
33	14421/2014	911
34	14422/2014	911
35	14423/2014	911
36	14424/2014	911
37	14426/2014	911
38	0081/2015	911
39	0082/2015	911
39	14450/2015	911
39	3870/2015	911

**SCHEDULE II**  
**[DESCRIPTION OF THE SAID UNIT]**  
**PART – I**  
**(SAID APARTMENT)**

All That the Apartment No.\_\_\_\_ on the \_\_\_\_ floor in Tower No.1/2 being constructed on the Land as a part of the Project, having a Carpet area of \_\_\_\_ sq.ft. more or less, with the respective areas of the Balcony/Verandah, being \_\_\_\_ sq.ft. more or less.

**PART - II**  
**(SAID STORE ROOM)**

**NIL**

All That the Store having Carpet area of \_\_\_\_ sq.ft. more or less on the \_\_\_\_ floor in Tower No.1/2 of the said Project.

**PART – III**  
**(SAID CAR PARKING SPACE)**

**NIL**

All That the 1/2 (one/two) number(s) of private medium sized car(s) in the covered / mechanical parking space(s) at the 1<sup>st</sup> Floor/Basement/Ground level in the said Project on the Said Land, as identified and designated by the Promoter for the parking of private medium sized car(s) owned by the Allottee(s) within such space.

**SCHEDULE III**  
**(COMMON AREAS, FACILITIES AND AMENITIES)**

- (a) Fire Refuge Platform
- (b) Overhead Water Tank
- (c) Mumty Room
- (d) Lift Well & Staircase
- (e) Common Corridor at Every Floor
- (f) Entrance Lobby
- (g) Underground Water Reservoir for Fire
- (h) Underground Water Tank
- (i) Pump Room
- (j) Area for Amenities
- (k) Concealed Electrical Wiring and Fittings and Fixtures for Lighting the Staircases, Lobby and Landings and Operating the Lifts and Separate Electric Meter/s and Meter Room in the Ground Floor of the new Building/Tower
- (l) Stand-by Diesel Generator
- (m) Water Pump and Pump Rooms
- (n) Internal Driveways of the Project
- (o) Banquet Hall
- (p) Gymnasium
- (q) Swimming Pool
- (r) Water Treatment Plant
- (s) Landscape Gardens

- (t) Kids Play Area
- (u) Passenger Elevators
- (v) Separate Service Elevator
- (w) 24X7 Security with Security Desk
- (x) CCTV Surveillance
- (y) Intelligent Fire Prevention and Fighting System

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

**SIGNED, SEALED AND DELIVERED** by **KYAL DEVELOPERS PRIVATE LIMITED**  
the said **VENDORS** in the presence of:-

1.  
122/1R, Satyendranath Majumdar Sarani,  
Kolkata 700026

2.  
122/1R, Satyendranath Majumdar Sarani,  
Kolkata 700026

**Director/Authorized Signatory**  
AS CONSTITUTED ATTORNEY OF EVERSHIP REALTY PRIVATE LIMITED, GREENHIGH NIRMAN PRIVATE LIMITED, SOMANSH RESIDENCY PRIVATE LIMITED, VISUALIZATION PROJECTS PRIVATE LIMITED, NUTRIWAY COMPLEX PRIVATE LIMITED, SAPNANKUR COMPLEX PRIVATE LIMITED, SIDDHIBHUMI REALCON PRIVATE LIMITED, SISHIRKANYA BUILDCON PRIVATE LIMITED, SOPHISTICATED RESIDENCY PRIVATE LIMITED, SWARNABARSA REALCON PRIVATE LIMITED, HAPPYLIFE ENCLAVE PRIVATE LIMITED, AUROSHAKTI INFRACON PRIVATE LIMITED, NABHYA DEVELOPERS PRIVATE LIMITED, NAYAJIWAN DEVELOPERS PRIVATE LIMITED, NISTHA REALCON PRIVATE LIMITED, SAPNANKUR INFRACON PRIVATE LIMITED, SIDDHIBHUMI DEVELOPERS PRIVATE LIMITED, SONARTARI INFRASTRUCTURE PRIVATE LIMITED, SUBHLIFE TOWNSHIP PRIVATE LIMITED, SWARNABARSA PROJECTS PRIVATE LIMITED, GREENARENA RESIDENCY PRIVATE LIMITED, AHIBARAM DEVELOPERS PRIVATE LIMITED, GOLDENYATRA COMPLEX PRIVATE LIMITED, MOONTREE REALCON PRIVATE LIMITED, ARROWSPACE REALCON PRIVATE LIMITED, NISHOK PROJECTS PRIVATE LIMITED, SWAPNABHUMI NIRMAN PRIVATE LIMITED, BONUS TRADELINK PRIVATE LIMITED, MUSLIMA KHATUN AND MD. SAHABUDDIN MOLLA

**SIGNED, SEALED AND DELIVERED** by  
the said **CONFIRMING PARTY** in the presence of:-

1.

2.

**KYAL DEVELOPERS PRIVATE LIMITED**

**SIGNED, SEALED AND DELIVERED** by  
the said **PROMOTER** in the presence of:-

1.

2.

**Director/Authorized Signatory**  
AS CONSTITUTED ATTORNEY OF  
SHREE RSH PROJECTS PRIVATE LIMITED

**KYAL DEVELOPERS PRIVATE LIMITED**

**SIGNED SEALED AND DELIVERED** by  
the said **ALLOTTEE(S)/PURCHASER(S)**  
in the presence of:-

1.

2.

**Director/Authorized Signatory**

(\_\_\_\_\_)

(\_\_\_\_\_)

(\_\_\_\_\_)

Drafted by,

(Alamgir Reza, Advocate)  
Enrollment No.WB/1366/03  
Alipore Judges Court, Kolkata 700027

**RECEIPT AND MEMO OF CONSIDERATION**

**RECEIVED** of and from the within named Allottee(s) the sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)** only towards and being the total consideration for sale of the Said Unit as described in the **Schedule II** written herein above, by way of various cheques/RTGS/NEFT of different dates.

**KYAL DEVELOPERS PRIVATE LIMITED**

**Director/Authorized Signatory**

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**PROMOTER**

Witnesses:

1.

2.

Drafted by,

(Alamgir Reza, Advocate)  
Enrollment No.WB/1366/03  
Alipore Judges Court, Kolkata 700027

-----  
DATED THIS THE                      DAY OF                      , 20\_\_  
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**BETWEEN**

**EVERSHIP REALTY PRIVATE LIMITED & 30 OTHERS**

**--- OWNERS**

**AND**

**SHREE RSH PROJECTS PRIVATE LIMITED**

**--- CONFIRMING PARTY**

**AND**

**KYAL DEVELOPERS PRIVATE LIMITED**

**--- PROMOTER**

**AND**

[1] \_\_\_\_\_  
[2] \_\_\_\_\_

**--- ALLOTTEE(S)**

**DEED OF CONVEYANCE**  
**VINAYAK ANARA \_ 1/2 - \_**

KYAL DEVELOPERS PRIVATE LIMITED  
*Vinayak Anara*  
Director / Authorised Signatory