

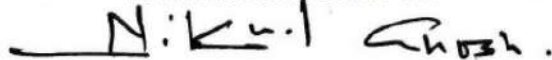
DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made and executed on this the Day
of , 202 (Two Thousand and);

BETWEEN

1) SRI. NIKHIL GHOSH (PAN-ADM PG4391D), son of Late Haran Chandra Ghosh, by faith Hindu, by nationality- Indian, by occupation- Business, presently residing at 825, Mahamayatala Road, P.S. Sonarpur, P.O. Garia, Kolkata-700084, **2) SMT. SOMA GHOSH (PAN-AEN PG2791K)**, wife Sri. Nikhil Ghosh, by faith Hindu, by nationality- Indian, by occupation- Business, presently residing at 825, Mahamayatala Road, P.S. Sonarpur, P.O. Garia, Kolkata-700084, **3) SMT. MOUSUMI GHOSH (DEY) (PAN-ALV PG9752D)**, wife of late Soumitra Dey, by faith Hindu, by nationality- Indian, by occupation- Business, presently residing at -192, Bidhanpally, P.O. Garia, P.S. Bansdrani, Kolkata-700084 and permanently residing at 4, Basudevpur, New Colony, Belghoria, P.S. Belghoria, P.O. Belghoria, Kolkata-700056, **4) SRI CHANDAN KUMAR GHOSH (PAN-AJ J PG1924F)**, son of late Nityananda Ghosh, by faith Hindu, by occupation Business, by Nationality Indian residing at presently- Su Casa Nest, Flat No-3F, 1596, Kumrakhali, Kolkata-700103, **5) SRI ADWIT GHOSH (PAN-AV T PG5659B.)**, son of Sri. Chandan Kumar Ghosh, by faith Hindu, by occupation Business, by Nationality Indian residing at Su Casa Nest, Flat No-3F, 1596, Kumrakhali, Kolkata-700103.

ETHA INFRA REALTY LLP



Partner

They are duly represented by their lawful Constituted Attorney namely “**M/S. ETHA INFRAREALTY LLP**”, **PAN : AAKFE0184D**, a Limited Liability Partnership incorporated pursuant to section 12 (1) of the Limited Liability Partnership Act 2008, being represented by its Partners namely, **1) SRI NIKHIL GHOSH**, AND **2) SMT. SOMA GHOSH**, vide a registered **Development Power of Attorneys After Registered Development Agreement** dated 11.05.2023 and the same was duly registered with the Office of Additional District Sub-Registrar- at Sonarpur, South 24 Parganas, and the same has been duly recorded in Book- I, Volume No. 1608-2023, Pages- 66294 to 66319, being No. 03748 for the year 2023 hereinafter referred to as the “**LAND OWNERS**” (which expression shall, unless repugnant to the context shall mean and include their successor(s), heir(s), successors-in-interest, executor(s), representative(s), administrator(s) and/or assigns) of the **FIRST PART**.

A N D

“**M/S. ETHA REALTY PRIVATE LIMITED**”, **PAN : AADCE4909N**, a Private Limited Company incorporated under Indian Companies Act, 1956, having its registered office at 825, Mahamayatala Road, Post Office-Garia, Police Station-Erstwhile Sonarpur, presently Narendrapur, Kolkata-700084, South 24 Parganas West Bengal being represented by its Director namely, **1) SRI NIKHIL GHOSH**, son of late Haran Chandra Ghosh, PAN- ADMPG4391D, **2) SMT. SOMA GHOSH**, PAN- AENPG2791K, wife of Sri Nikhil Ghosh both are residing at 825, Mahamayatala Road, Post Office-Garia, Police Station-Erstwhile Sonarpur, presently Narendrapur, Kolkata-700084, South 24 Parganas West Bengal, hereinafter referred to as the **DEVELOPER** (which expression shall, unless repugnant to the context shall mean and include it’s successors-in-Office, the executor(s), representative(s), administrator(s), men, agents and/or assigns) of the **SECOND PART**.

A N D

[If the Allottee is a company]

....., (CIN no.....) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as

the case may be], having its registered office at....., (PAN.....), represented by its authorized signatory, duly authorized vide board resolution dated, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership]

....., a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at, (PAN.....), represented by its authorized partner,....., authorized vide dated, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr. / Ms.....(PAN.....), son / daughter of....., aged about....., residing at, hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees). of the **THIRD PART.**

DEVOLUTION and/or BACKGROUND OF TITLE :- the Title of ownership is flows as follows from time to time:-

WHEREAS**DEVOLUTION OF TITLE****WHEREAS:**

1) **ALL THAT** piece and parcel of said land hereditament and premises containing by estimation an area of **226.5 Decimal**, the lands is lying and situated at Mouza- Elachi, J.L. No.70, R.S.223 Touzi No. 51, 52 and 63/64, L.R Dag No- 1807, 1803, 1823, 1819, 1806, 1821, 1818, 1817, 1802, 1801, L.R Khatian- 2626, 2627, 2629, 2630, 2632, being Municipal Holding No-581, S.N. Ghosh Avenue, Ward No. 26 of Rajpur Sonarpur Municipality, Police Station-Sonarpur, Kolkata-700151. within the jurisdiction of Sub Registration Office at Sonarpur in the District- South 24 Parganas more fully and particularly described and mentioned in the PART -I of the **FIRST SCHEDULE** hereunder written and hereinafter for the sake of brevity referred to as the **SAID PREMISES**.

2) **ALL THAT** piece and parcel of said land hereditament and premises containing by estimation an area of **57.5 Decimal**, split up the lands in following manner- 6.5 decimal in R.S Dag No- 1771, L.R Dag No-1801, 27 decimal in R.S Dag No- 1793, L.R Dag No-1822, 24 decimal in R.S Dag No-1791, L.R Dag No-1820 lying and situated at Mouza- Elachi, J.L. No.70, R.S.223 Touzi No.51,52 and 63/64, , R.S Khatian No. 223/1, 223, 379, L.R Khatian No. 2626, 2627, 2629, 2630, 2032, L.R Dag No. 1801, 1820, 1822, Holding No- 244, Elachi Chakraborty Para, Ward No. 26 of Rajpur Sonarpur Municipality, Police Station-Sonarpur, within Sub Registration Office at Sonarpur in the District- South 24 Parganas more fully and particularly described and mentioned in the Part -II, **FIRST SCHEDULE** hereunder written and hereinafter for the sake of brevity referred to as the **SAID PREMISES**.

3) The owners with the intention of beneficial and profitable users of the **SAID PREMISES** have approached the Developers with a proposal of

development of the **SAID PREMISES** on Joint Venture Basis for mutual interest and benefit.

4) The developer has now agreed to develop the said premises on the terms and conditions and stipulations hereunder appearing and also agreed to enter to this joint venture agreement for further guidance concerning mutual rights and obligations.

5) Said land is earmarked for the purpose of building a residential project comprising of Multi-Storied apartment building having facilities there at and the said project shall be known as **“SU CASA IMPERIAL”**.

6) The developer is fully competent to enter into this agreement and all the legal formation with respect to the right, title and interest of the Promoter regarding the said land on which project is to be constructed have been completed.

7) The Rajpur-Sonarpur Municipality has granted the commencements Certificate to develop the project vide sanction approval 133/REV/CB/26/48, dated 29.11.2022.

8) The Developer has obtained the first lay-out plan, sanctioned plan, specifications and approval for the project and also for the apartment from the Rajpur-Sonarpur Municipality. The promoter agrees and undertakes that he shall not make any changes to the approved plan except in strict compliance with sec. 14 of the Act and other laws as applicable.

9) The Developer has registered the project under the provisions of the Act with the W.B. Real Estate Regulatory Authority at Kolkata having RERA Registration No

10) By virtue of the Development Agreement Dated 04.05.2023 the Developer herein become the owner of **ALL THAT** residential space more fully mentioned in the Second Schedule herein below.

A. The **PURCHASER** herein now being interested and approached the **DEVELOPER/CONFIRMING PARTY** in acquiring and/or owning **ALL THAT** piece and parcel of _____ Residential Flat and Car Parking Space (more fully mentioned in **SCHEDULE B**) from the **DEVELOPER'S ALLOCATION** directly from the **DEVELOPER/CONFIRMING PARTY** at the total agreed lawful consideration of _____ - _____ after taken inspection of a copy of the original conveyance in respect of the said premises and have also taken inspection of the abstract of Title Deeds relating to the said premises and have made themselves fully conversant with the contents of the said conveyance and abstract of title deed as well as the sanctioned building plan and have full satisfied themselves as to the title of the Owner regarding the said land at the said premises.

B. Pursuant to and in terms of above the **PARTIES** hereto duly entered into a Registered Agreement for Sale whereby and where under the **SAID PURCHASER** time to time paid an amount of _____ as earnest money to the **DEVELOPER** for purchasing the Residential Flat No. _____ on the _____, having super built-up area of approximately _____ Sq. Ft., described in on the Second Schedule below, in the residential Block - forming part of the independent and separately sanctioned cluster of buildings (Said Cluster)

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-

In pursuance of the aforementioned written Agreement for Sale the Said **PURCHASER** herein duly paid an amount of Rs. _____ as earnest money to the **DEVELOPER** herein and the **PURCHASER** has this day duly paid the remaining agreed monetary consideration an amount of Rs. _____ and in agreed consideration of Rs..... paid by the **PURCHASER** to the **DEVELOPER** herein on or before the execution of this Deed.

TO HAVE AND TO HOLD the “**SAID RESIDENTIAL SPACE & CAR PARKING SPACE** or every part thereof which are more fully and particularly described in the **SECOND SCHEDULE** hereunder written unto and to the

use of the **PURCHASER** absolutely and forever, free from all encumbrances whatsoever Excepting and Reserving unto the Original Land Owners and/or occupiers of other space(s) at the said Building the easements, quasi-easements and privileges **AND FURTHER SUBJECT TO** the **PURCHASER** regularly and punctually paying the proportionate amount of the costs of maintenance of the common parts and essential services including those described in the **FOURTH SCHEDULE** hereunder written. It is hereby certificated that the **SECOND SCHEDULE** mentioned property is not charged or mortgaged with any financial Institution or Banks. This property is free from all encumbrances. If any financial liability arises the **SAID ORIGINAL LAND OWNER** and **DEVELOPER/CONFIRMING PARTY** herein shall be liable to indemnify for the same.

PURCHASER'S ACKNOWLEDGEMENTS, WARRANTIES, COVENANTS AND ASSURANCES:-

The **PURCHASER** hereby agrees, undertakes, warrants, representations and covenants with the **ORIGINAL LAND OWNER** as well as **DEVELOPER/CONFIRMING PARTY** as follows:-

a) The **PURCHASER** and all other Occupiers of the aforementioned building standing thereon deriving title under them shall at all times hereafter observe the restrictions and negative covenants set forth in the **FIFTH SCHEDULE** hereunder written and pay all the liabilities set forth in the **FOURTH SCHEDULE** hereunder written. It is made clear that the **SAID RESIDENTIAL SPACE** or every part thereof shall be held by the **PURCHASER** abovenamed, subject to the said various terms, conditions mentioned in the **FOURTH SCHEDULE** hereunder written and the negative covenants and restrictions mentioned in the **FIFTH SCHEDULE** hereunder written.

b) The **PURCHASER** shall have every right to use vacant space/ Common passage on the ground floor for free ingress and egress through the same to their respective Residential Space/s and the Said Original Land Owner as

well as Developer/Confirming Party shall not create any obstruction for such thoroughfare.

c) The **PURCHASER** shall permit the **DEVELOPER/CONFIRMING PARTY** and its surveyors or agents with or without workmen and others at all reasonable hours, to enter into and upon the “**SAID RESIDENTIAL SPACE**” or every part thereof for the purpose of repairing, making, reinstating, rebuilding, cleaning, lighting, laying and keeping in order and good conditions the sewers, drains, pipes, cables, water courses, wires, detectors, structures or other conveniences belonging to or serving or used at the said building.

d) The **PURCHASER** shall keep the “**SAID RESIDENTIAL SPACE**” in good substantial repair and condition so as to support and protect other spaces and parts of the said building as they now enjoy.

e) The **PURCHASER** shall keep all sewers, drains, pipes, passages, stairs, entrances etc. serving the “**SAID RESIDENTIAL SPACE**” in good condition.

f) The **PURCHASER** herein shall regularly and punctually pay the municipal and/or statutory rates, taxes, impositions and outgoings as may hereafter become payable or be imposed on account and in respect of the “**SAID RESIDENTIAL SPACE & CAR PARKING SPACE**” or every part thereof which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written;

g) Save the **SAID RESIDENTIAL SPACE & CAR PARKING SPACE** or every part thereof, which is more fully and particularly described in the **SECOND SCHEDULE**, the **PURCHASER** shall have no right nor shall claim any demand whatsoever or howsoever over and in respect of the other space/s constructed area/s or **Parking Space/s** comprised in the **SAID PREMISES** which are more fully and particularly described in the **FIRST SCHEDULE** hereunder written.

h) On immediate registration of these presents the Said **PURCHASER** shall be entitled to mutate their names with the records of Rajpur-Sonarpur Municipality with regards to the **SAID RESIDENTIAL SPACE & CAR PARKING SPACE** or every part thereof, which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written.

i) After obtaining Mutation Certificate the Said **PURCHASER** shall remain bound to pay promptly all Municipal and/or Statutory rates, taxes, levies, outgoings and other impositions with the appropriate authority/authorities as on regular basis in respect of the **SAID RESIDENTIAL SPACE & CAR PARKING SPACE** or every part thereof which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written.

j) The **PURCHASER** shall remain bound to pay all monthly maintenance charges without claiming any abatement that they are not using the same in respect of the all-common parts, portions, areas, facilities, installations and amenities as are available in the **SAID PREMSES** which more fully and particularly described in the **THIRD SCHEDULE** hereunder written attributable to the **SAID RESIDENTIAL SPACE & CAR PARKING SPACE** as on regular basis.

k) The Said **PURCHASER** on immediate signing of these presents, shall be deemed to be the Purchaser of the **SAID RESIDENTIAL SPACE** or every part thereof which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written.

l) The Said **PURCHASER** shall not use the **SAID RESIDENTIAL SPACE & CAR PARKING SPACE** or any part thereof which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written for any immoral, illegal, unfair trade or business and/or for any other purposes.

m) The **SAID PURCHASER** shall use the **SAID RESIDENTIAL SPACE & CAR PARKING SPACE** or any every part thereof for the exclusively residential purpose only.

n) The **PURCHASER** on immediate signing of these presents shall not raise any claims and/or objections regarding the quality of materials used and/or fitted in the **SAID RESIDENTIAL SPACE & CAR PARKING SPACE** or every part thereof which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written.

o) The **PURCHASER** hereby warrants that they shall be exclusively restrained from selling, transferring and conveying any common parts, portions, areas, rights, facilities, amenities and installations or any part thereof as more fully and particularly described in the **THIRD SCHEDULE** hereunder written in any manner which is strictly not transferable to others.

ORIGINAL LAND OWNER'S and DEVELOPER/CONFIRMING PARTY'S ACKNOWLEDGEMENTS, COVENANTS WARRANTIES AND ASSURANCES:

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The **SAID ORIGINAL LAND OWNER** and **DEVELOPER/CONFIRMING PARTY** hereby agrees, undertakes, warrants, representations and covenants with the **PURCHASER** as follows: -

a. The **SAID ORIGINAL LAND OWNER** as well as **DEVELOPER/CONFIRMING PARTY** hereby conjointly warrants with the **PURCHASER** herein that the **SAID DEVELOPER/CONFIRMING PARTY** is sole and absolute lawful owner of the **SAID RESIDENTIAL SPACE & CAR PARKING SPACE** which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written.

b. The **SAID DEVELOPER/CONFIRMING PARTY** has been received from the **PURCHASER** herein the entire lawful agreed monetary consideration an amount of Rs. and upon receiving the same the **SAID ORIGINAL LAND OWNER** and **DEVELOPER/CONFIRMING PARTY** both hereby agreed to sell, transfer, convey, assure and assign the **ALL THAT** piece and parcel of 1 (One) self-contained **SAID RESIDENTIAL SPACE** and one **& CAR PARKING SPACE** or every part thereof which is more fully and particularly

described in the **SECOND SCHEDULE** hereunder written unto and in favour of the **PURCHASER** herein.

c. The **SAID ORIGINAL LAND OWNER** and **DEVELOPER/CONFIRMING PARTY** doth hereby also represents that the **SAID RESIDENTIAL SPACE & CAR PARKING SPACE** or every part thereof is free from all encumbrances, hindrances, charges, liens, lis-pendens, mortgages or any other impediments whatsoever or howsoever from any corner or in any manner.

d. The **SAID ORIGINAL LAND OWNER** and **DEVELOPER/CONFIRMING PARTY** both hereby covenants with the **PURCHASER** herein that neither the **SAID ORIGINAL LAND OWNER** or **DEVELOPER/CONFIRMING PARTY** has taken any loan from any bank(s), person(s) and any other financial institution(s) and nor they have deposited the original title deed of the same with any Bank(s), Financial Institution(s) or person(s) in respect of the **SAID RESIDENTIAL SPACE & CAR PARKING SPACE** or any part thereof which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written.

e. The **SAID ORIGINAL LAND OWNER** and **DEVELOPER/CONFIRMING PARTY** hereby further represents that no such previous agreement for sale, lease agreement, sub-lease agreement or Deed of Conveyance has been executed unto and in favour of others in respect of the **SAID RESIDENTIAL SPACE & CAR PARKING SPACE** or any part thereof which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written.

f. The **SAID ORIGINAL LAND OWNER** and **DEVELOPER/CONFIRMING PARTY** both on immediate signing of these presents shall handover the peaceful vacant Khas possession of the **SAID RESIDENTIAL SPACE & CAR PARKING SPACE** or every part thereof which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written hereunto the **SAID PURCHASER**.

g. The **SAID DEVELOPER/CONFIRMING PARTY** hereby does not make any guarantee and/or assurances to the **PURCHASER** herein about the

supply of any particular quality and quantity of Water to the aforementioned building standing thereon, whatever water supply is given by Rajpur Sonarpur Municipality shall be supplied to Building (Underground Boring Water).

h. The said **DEVELOPER/CONFIRMING PARTY** hereby warrants that the quality of materials has been used in making and/or decorating the **SAID RESIDENTIAL SPACE** as per the **SPECIFICATIONS** mentioned herein below.

i. The **DEVELOPER/CONFIRMING PARTY** shall provide the Possession Letter and other related documents to the Purchaser after execution of this deed of conveyance.

j. The **SAID ORIGINAL LAND OWNER** as well as **DEVELOPER/CONFIRMING PARTY** both shall provide necessary assistance as and when required to the **PURCHASER** herein for obtaining separate new Electric Meter Connection in their names.

k. The **DEVELOPER/CONFIRMING PARTY** hereby covenants with the **PURCHASER** herein that the Super Built-up area referred above shall mean and include proportionate share of common passage, space, stair-case, landings (machine room, pump room, electric room if any), water tanks, and reservoir, main lobby, on the ground floor, common paths which is allotted for the occupants of the building standing thereon.

THE FIRST SCHEDULE ABOVE REFERRED TO ENTIRE PREMISES

PART -I

ALL THAT piece and parcel of said land hereditament and premises containing by estimation an area of **226.5 Decimal**, the lands is lying and situated at Mouza- Elachi, J.L. No.70, R.S.223 Touzi No. 51, 52 and 63/64, L.R Dag No- 1807, 1803, 1823, 1819, 1806, 1821, 1818, 1817, 1802, 1801, L.R Khatian- 2626, 2627, 2629, 2630, 2632, being Municipal Holding No-581, S.N. Ghosh Avenue, Ward No. 26 of Rajpur Sonarpur Municipality, Police Station-Sonarpur, Kolkata-700151. within the jurisdiction of Sub Registration Office at Sonarpur in the District- South 24 Parganas and the same is butted and bounded in the manner follows.

On the south: Holding No.244 & R.S Dag No. 1771(P)

On the North: Municipal Road.

On the East: R.S Dag No- 1786(P).

On the West: Land of Mr. Paik.

PART -II

ALL THAT piece and parcel of said land hereditament and premises containing by estimation an area of **57.5 Decimal**, split up the lands in following manner- 6.5 decimal in R.S Dag No- 1771, L.R Dag No-1801, 27 decimal in R.S Dag No- 1793, L.R Dag No-1822, 24 decimal in R.S Dag No-1791, L.R Dag No-1820 lying and situated at Mouza- Elachi, J.L. No.70, R.S.223 Touzi No.51,52 and 63/64, , R.S Khatian No. 223/1, 223, 379, L.R Khatian No. 2626, 2627, 2629, 2630, 2032, L.R Dag No. 1801, 1820, 1822, Holding No- 244, Elachi Chakraborty Para, Ward No. 26 of Rajpur Sonarpur Municipality, Police Station-Sonarpur, within Sub Registration Office at Sonarpur in the District- South 24 Parganas and the same is butted and bounded in the manner follows.

On the south: Holding No.244 & R.S Dag No. 1771(P)

On the North: Municipal Road.

On the East: R.S Dag No- 1786(P).

On the West: Land of Mr. Paik.

**SECOND SCHEDULE ABOVE REFERRED TO THE SAID FLAT AND
PARKING SPACE**

PART-I

(The Said Flat)

ALL THAT the flat/covered space being No. in the side of the Floor of "**Block- ...**" of the Said Complex, named "**SU CASA IMPERIAL**", having a Carpet Area of square feet, more or less (Excluding One Balcony having a carpet area of sq.ft), consist of ... (....) Bed Rooms, 1 (One) Living/Dining Space, 1 (One) Kitchen, 2 (Two) toilets, more fully delineated on the Map annexed hereto, marked "**B**" and bordered "**GREEN**" thereon.

PART-II

(The Parking Space)

ALL THAT the right to park in the Said Parking Space in the said complex for parking, Car of the purchaser, allotted to the purchaser, with the car parking space allotted or to be allotted.

**THE THIRD SCHEDULE ABOVE REFERRED TO
(COMMON PARTS AND PORTIONS)**

PART-I

- A. Community Hall situated in the Said Cluster
- B. Lobbies at the ground level of the Said Building.
- C. Lobbies on all floors and staircase/s of the Said Building, Lift machine rooms and lift wells of the Said Building.
- D. Water reservoirs/tanks of the Said Building.
- E. Water supply pipeline in the Said Building (save those inside any Unit).
- F. Drainage and sewage pipeline in the Said Building (save those inside any Unit).
- G. Wiring, fittings and accessories for lighting of lobbies, staircase/s and other common portions of the Said Building (save those inside any Unit).
- H. Electricity meters for common installations & utilities and space for their installation.

- I. Elevators and allied machineries in the Said Building.
- J. Common Roof.
- K. Fire fighting system in the Said Building.
- L. Network of intercom, if any, in the Said Building.
- M. Network of Cable TV/DTH, if any, in the Said Building.
- N. Broadband connection, if any, in the Said Building.
- O. Water pump/s and motor/s.
- P. Installations for receiving and distributing electricity from supply agency.
- Q. Power back up Generator/s for common electrical installation.

THE FORTH SCHEDULE ABOVE REFERRED TO (EASEMENTS OR QUASI-EASEMENTS)

1. The under-mentioned rights easements and quasi easements privileges and appurtenances shall be reserved for the Holding Organization.
2. The right in common with the Purchaser and/or other person or persons entitled to the other part or parts of the Building as aforesaid for the ownership and use of common part or parts of the Building including its installations staircases open spaces in ground floor covered spaces electrical installations and other passages.
3. The right of passage in common with the Purchaser and other person or persons as aforesaid for electricity water and soil from and to any part (other than the said Unit) of the other part or parts of the Block through pipes, drains, wires, conduits lying or being under through or over the Said Unit so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the Building for all purposes whatsoever.
4. The right of protection for other portion or portions of the Block by all parts of the Said Unit as far as they now protect the same or as may otherwise become vested in the Purchaser by means of structural alterations

to the Said Unit or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the Block.

5. The right for the Holding Organization and / or occupier or occupiers of other part or parts of the Building for the purpose of ingress and egress to and from such other Part or parts of the Building, the front entrances staircase, electrical installation open and covered space and other common passages or paths of the Building. The right of the Holding Organization or its authorized agents with or without workmen and necessary materials to enter from time to time upon the Said Unit for the purpose of repairing so far as may be necessary such pipes drains wires and conduit underground/overhead Reservoir, firefighting equipment as aforesaid.

THE FIFTH SCHEDULE ABOVE REFERRED TO (Easements or Quasi-Easements)

1. The Allottee and the other co-owners shall allow each other, the Owners, the Developer and the Association/the Apex Body, the following rights, easements, quasi-easements, privileges and/or appurtenances and in turn, the Allottee shall also be entitled to the same:

2. **Right of Common Passage on Common Portions:** The right of common passage, user and movement in all Common Portions;

3. **Right of Passage of Utilities:** The right of passage of utilities including connection for telephones, televisions, pipes, cables etc. through each and every part of the Said Building/Said Cluster/Said Complex/Said Property including the other Units and the Common Portions;

4. **Right of Support, Shelter and Protection:** Right of support, shelter and protection of each portion of the Said Building/Said Cluster/Said Complex by other and/or others thereof.

5. **Right over Common Portions:** The absolute, unfettered and unencumbered right over the Common Portions subject to the terms and conditions herein contained.

6. **Right of Entry:** The right, with or without workmen and necessary materials, to enter upon the Said Building/Said Cluster, including the Said

Flat And Appurtenances or any other Unit for the purpose of repairing any of the Common Portions or any appurtenances to any Unit and/or anything comprised in any Unit, in so far as the same cannot be carried out without such entry and in all such cases, excepting emergency, upon giving 48 (forty eight) hours prior notice in writing to the persons affected thereby.

7. **Access to Common Roof:** Right of access to the Common Roof.
8. **Right over Specified Facilities:** Right of use and enjoyment of the Specified Facilities.

THE SEVENTH SCHEDULE ABOVE REFERRED TO COVENANTS

Note: For the purpose of this **Schedule**, the expression Owners shall include the Association/the Ape Bod, wherever the context permits or requires. The covenants given in this Schedule shall be in addition to the covenants, conformations, assurances and undertakings given by the Allottee elsewhere in this Conveyance.

1. Allottee Aware of and Satisfied with Said Complex and Constructions: The Allottee is fully satisfied and shall not be entitled to and covenant not to raise any requisition, query, clarification or objection regarding the Common Portions, the Specified Facilities, the User Rights and all other ancillary matters and also further waive the right, if any, to do so. The Allottee has examined and are acquainted with the Said Building to the extent already constructed and to be further constructed and have agreed that the Allottee shall neither have nor shall claim any right over any portion of the Said Building/the Said Cluster/the Said Complex/the Said Property save and except the Said Flat And Appurtenances.

2. Allottee to Pay Rates & Taxes: Subject to the provisions of Clause 8.4.1 above, the Allottee shall pay the Rates & Taxes (proportionately for the Said Building and wholly for the Said Flat And Appurtenances, from the Date Of Possession and until the Said Flat And Appurtenances is separately mutated and assessed in favour of the Allottee), on the basis of the bills to be raised by the Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation)/the RBGE, such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee

further admit and accept that the Allottee shall not claim any deduction or abatement in the aforesaid bills.

3. Allottee to pay Monthly Subscription, User Charge for Said Club:

The Allottee shall regularly and punctually pay the monthly subscription of the Said Club and user charge for use of facilities at the Said Club, as determined by the Developer/the Club Manager. The Allottee further admits and accept that (1) the Allottee shall not claim any deduction or abatement in the bills relating to monthly subscription and user charge of the Said Club and (2) the monthly subscription and user charge of the Said Club shall be subject to variation from time to time, at the sole discretion of the Developer/the Club Manager.

4. Allottee to Pay Maintenance Charge: The Allottee shall pay the Maintenance Charge on the basis of the bills to be raised by the Developer/the Facility Manager/the Association (upon formation)/ the Apex Body (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admit and accept that (1) the Allottee 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 Developer/the Facility Manager/the Association (upon formation)/ the Apex Body (upon formation).

5. Allottee to Pay Interest for Delay and/or Default: The Allottee shall pay all bills raised by the Developer/ the Facility Manager/ the Association (upon formation)/the Apex Body (upon formation), within 7 (seven days of presentation thereof, failing which the Allottee shall pay interest @ 2% (two percent) per month or part thereof, compoundable monthly, from the date of default till the date of payment, to the Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), as the case may be. The Allottee also admit and accept that in the event such bills remain outstanding for more than 2 (Two) months, all common services shall be discontinued to the Allottee and the Allottee shall be disallowed from using the Common Portions and the Specified Facilities.

6. No Obstruction by Allottee to Further Constructions: The Developer is entitled to construct further floors on and above the top roof of the Said Building and/or to make other constructions elsewhere in the Said Complex/the Said Property and/or the Other Su Casa Projects and the Allottee shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Allottee due to and arising out of the said construction/developmental activity. The Allottee also admit and accept that the Developer and/or employees and/or agents and/or contractors of the Developer shall be entitled to use and utilize the Common Portions and the Specified Facilities for movement of building materials and for other purposes and the Allottee shall not raise any objection in any manner whatsoever with regard thereto.

7. No Rights of or Obstruction by Allottee: All open areas in the Said Cluster/the Said Complex/the Said Property proposed to be used for covered car parking space do not form part of the Common Portions within the meaning of this Conveyance and the Developer shall have absolute right to sell, transfer and/or otherwise deal with and dispose of the same or any part thereof.

8. No Obstruction of Specified Facilities: The Allottee shall not obstruct the Other Su Casa Project Owners and/or their nominee/s in using the Specified Facilities including the right to ingress and egress to/from/through the Said Cluster/the Said Complex/ the Said Property.

9. Variable Nature of Land Share, Share In Common Portions and Share In Said Club: The Allottee fully comprehend and accept that (1) the Land Share, the Share In Common Portions and the Share In Said Club is a notional proportion that the Said Flat bears to the currently proposed area of the Said Building (2) if the area of the Said Building/the Said Club is recomputed by the Developer or if the Developer integrates/adds (notionally or actually) the Other Su Casa Projects to the Said Cluster/the Said Complex/ the Said Property (which the Developer shall have full right to do and which right is hereby unconditionally accepted by the Allottee), then and in such event, the Land Share, the Share In Common Portions and the Share In Said Club shall vary accordingly and proportionately and the Allottee shall

not question any variation (including diminution) therein (3) the Allottee shall not demand refund of any amount from the Consideration paid by the Allottee on the ground of or by reason of any variation of the Land Share, the Share In Common Portions and the Share In Said Club and (4) the Land Share, the Share In Common Portions and the Share In Said Club are not divisible and partible and the Allottee shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Developer, in its absolute discretion.

10. Allottee to Participate in Formation of Association: Subject to the **4th Schedule** above, the Allottee admit and accept that the Allottee shall join the Association and shall become a member thereof with voting rights. In this regard, the Allottee shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required by the Developer. Notwithstanding formation of the Association, the Facility Manager shall look after the maintenance of the Common Portions, the Said Building and the Specified Facilities, Each transferee will be entitled to cast a vote irrespective of his/her/its size of Unit. The Allottee further admit and accept that the Allottee shall not object to the Other Su Casa Project Owners joining the Association. Further, the Association shall form a common maintenance body with all similar associations of all the Other Su Casa Projects for supervision of maintenance of the Specified Facilities (**Apex Body**).

11. Obligations of Allottee: The Allottee shall:

A. Co-operate in Management and Maintenance: co-operate in the management and maintenance of the Said Building, the Said Cluster, the Said Complex and the Specified Facilities by the Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).

B. Observing Rules: observe the rules framed from time to time by the Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the beneficial common enjoyment of the Said Building, the Said Cluster, the Said Complex and the Specified Facilities.

C. Paying Electricity Charges: pay for electricity and other utilities consumed in or relating to the Said Flat and Appurtenances, the Common Portions and the Specified Facilities, from the Date of Fit-Out Possession.

D. Meter and Cabling: be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Flat only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Developer or to the Intending Allottee. The main electric meter shall be installed only at the common meter space in the Said Complex. The Allottee 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 Building, outside walls of the Said Building, the Said Cluster and the Said Property save in the manner indicated by the Developer/the Facility Manager/the Association (upon formation). The Developer shall endeavor to provide T.V. cable line or DTH connection with cabling but set top boxes shall have to be purchased by the Allottee.

E. Residential Use: use the Said Flat for residential purpose only. Under no circumstances shall the Allottee use or allow the Said Flat to be used for commercial, industrial or other non-residential purposes. The Allottee shall also not use or allow the Said Flat to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.

F. No, Alteration: not alter, modify or in any manner change the (1) elevation and exterior Colour scheme of the Said Flat and the Said Building and (2) design and/or the Colour scheme of the windows, grills and the main door of the Said Flat. In the event the Allottee make any alterations/changes, the Allottee shall compensate the Developer /the Association (upon formation) (as the case may be) as estimated by the Developer / the Association (upon formation) for restoring it to its original state.

G. No Structural Alteration and Prohibited Installations: not alter, modify or in any manner change the structure or any civil construction in the Said Flat and Appurtenances or the Common Portions or the Said Building. The Allottee shall not install any dish-antenna on the balcony and/or windows of the Said Building and/or on any external part of the Said

Building and/or the roof thereof. The Allottee shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. Grills may only be installed by the Allottee on the inner side of the doors and windows of the Said Flat. The Allottee shall only install split air-conditioners and at such places, as be specified and prescribed by the Developer, it being clearly understood by the Allottee that no out-door units of split air-conditioners will be installed on the external walls of the Said Building. For split air-conditioners the Allottee shall install the outdoor unit of the same either inside the Allottee' own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place. The Allottee shall also not install any collapsible gate on the main door/entrance of the Said Flat. The Allottee accept that the aforesaid covenants regarding grills, air-conditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Cluster/Said Complex, which is beneficial to all.

H. No Sub-Divisions: not subdivide the Said Mat And Appurtenances and the Common Portions, under any circumstance's.

I. No Changing Name: not change/alter/modify the names of the Said Building and the Said Complex from that mentioned in this Agreement.

J. Trade Mark Restriction: not to use the name/mark Su Casa in any form or manner, in any medium (real or virtual). for any purpose or reason whatsoever save and except for the purpose of address of the Said Flat and if the Allottee do so, the Allottee shall be liable to pay damages to the Developer and shall further be liable for prosecution for use of the mark Su Casa.

K. No Nuisance and Disturbance: not use the Said Flat or the Common Portions or the Specified Facilities or the Parking Space, if any, or permit the same to be used in such manner or commit any net, which may in any manner cause nuisance or annoyance to other occupants of the Said Building 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 other persons.

L. No Storage: not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions and the Specified Facilities.

M. No Obstruction to Developer/Facility Manager/ Association/ Apex Body: not, obstruct the Developer/the Facility Manager/the Association (upon formation)/ the Apex Body (upon formation) in their acts relating to the Common Portions and the Specified Facilities and not obstruct the Developer in constructing on other portions of the Said Building and/or the Said Cluster and/or the Said Complex and selling or granting rights to any person on any part of the Said Building/the Said Cluster/the Said Complex (excepting the Said Flat and the Parking Space, if any).

N. No Obstruction of Common Portions/Specified Facilities: not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat and the Parking Space, if any.

O. No Violating Rules: not violate any of the rules and/or regulations laid down by the Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the use of the Common Portions and the Specified Facilities.

P. No Throwing Refuse: not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions and the Specified Facilities **save** at the places indicated therefor.

Q. No Injurious Activities: not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Mat, the Parking Space, if any, the Common Portions and the Specified Facilities.

R. No Storing Hazardous Articles: not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat and the Parking Space, if any.

S. No Signage not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions and the Specified Facilities or outside walls of the Said Hat/Said Building/Said Complex **save** at the place or places provided therefor provided that this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the Said Flat.

T. No Floor Damage: 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.

U. No Installing Generators: not install or keep or run any generator in the Said Flat and the Parking Space, if any.

V. No Use of Machinery: not install or operate any machinery or equipment except home appliances.

W. No Misuse of Water: not misuse or permit to be misused the water supply to the Said Flat.

X. No Damage to Common Portions and Specific Facilities: not damage the Common Portions and the Specified Facilities in any manner and if such damage is caused by the Allottee and/or family members, invitees or servants of the Allottee, the Allottee shall compensate for the same.

Y. No Hanging, Clothes: not hang or cause to be hung clothes from the balconies of the Said Flat.

Z. No Smoking in Public Place: not smoke in public places inside the Said Complex which is strictly prohibited and the Allottee and his/her/its guests are expected not to throw empty cigarette cartons, cigarette butts and matchboxes in the open and dispose them off in the pre-positioned dustbins after ensuring that the fire is fully smothered/extinguished.

AA. No Plucking Flowers: not pluck flowers or stems from the gardens, plants.

BB. No Littering: not throw or allow to be thrown litter on the grass planted within the Said Complex.

CC. No Trespassing's: not trespass or allow to be trespassed over lawns and green plants within the Said Complex.

DD. No Overloading Lifts: not overload the passenger lifts and shall move goods only through the staircase of the Said Building.

EE. No Use of Elevators in Case of Fire: not use the elevators in case of fire.

FF. No Covering of Common Portions, Specified facilities etc.: not cover the Common Portions or the Specified Facilities, fire exits, balconies of the Said Flat.

12. No Objection to Construction: The Allottee has accepted the scheme of the Developer to construct on other portions of the Said Building/ the Said Cluster/the Said Complex/the Said Property/the Other Su Casa Projects/adjacent properties and hence the Allottee has no objection to the continuance of construction in the Said Building/the Said Cluster/the Said Complex/the Said Property/the Other Su Casa Projects/adjacent properties, even after the Date of Possession. The Allottee shall not raise any objection to any inconvenience by the Allottee due to and arising out of the said construction activity.

13. Notification Regarding Letting: If the Allottee let out or sell the Said Flat and Appurtenances, the Allottee shall immediately notify the Facility Manager/the Association (upon formation) /the 'Apex Body (upon formation) of the tenant's/transferee's address and telephone number.

14. No Right in Other Areas: Save and except the User Rights, the Allottee shall not have any right in the other portions of the Said Building/the Said Cluster/the Said Complex/the Said Property and the Allottee shall not raise any dispute or make any claim with regard to the Developer either constructing or not constructing on the said other portions of the Said Property/the Said Complex/ the Other Su Casa Projects.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO
(Common Expenses)**

1. Common Utilities: All charges, costs and deposits for supply, operation and maintenance of common utilities and the Specified Facilities.

2. Electricity: All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Building including the Specified Facilities.

3. Fire Fighting: Costs of operating and maintaining the fire fighting equipment's and personnel, if any.

4. Association: All operational expenses of an association, which may be a syndicate, committee, body corporate, company or association under the West Bengal Apartment Ownership Act, 1972 formed for the purpose of

supervision of maintenance of the Said Building/Said Cluster/Said Complex/Said Property (Association).

5. Litigation: All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions and the Specified Facilities.

6. Maintenance: All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating, etc. the Common Portions and the Specified Facilities including the exterior or interior (but not inside any Unit) walls of the Said Building/Said Cluster/ Said Property].

7. Operational: All expenses for running and operating all machinery, equipment's and installations comprised in the Common Portions and the Specified Facilities, including elevators, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions and the Specified Facilities.

8. Staff: The salaries of and all other expenses on the staff to be employed for the Common Portions and the Specified Facilities, viz. manager, caretaker, concierge, clerk, security personnel, liftmen, sweepers, plumbers, electricians, etc. including their perquisites, bonus and other emoluments and benefits.

SPECIFICATIONS OF CONSTRUCTION OF THE SAID RESIDENTIAL PLACE:-

1. STRUCTURE: R.C.C. framed structure will be designed by eminent Engineer and quality ISI marked steel, cement will be used.

2. FLOOR: All floors will be finished by marble including Toilets floor.

3. TOILET: Marble on floors and Glaze Tiles (Johnson made) fittings up to 7'-0" high, 1 No. of Hindware Commode/Pan, 2 Nos. of Tab Esco/Jaguar, 1No of shower and hot water line and gyser line.

4. KITCHEN: Cooking platform top will be finished with green marble slab

(11'- 0") length and stainless steel sink and glazed tiles will be provided total 3'-0" high above cooking platform.

4. DOORS: All doors frames will be made sal wood/hard wood, and main door palla will be made gammer wood and other door will be flash door with fitting, fixing and finishing.

6. PLASTER OF PARIS: All rooms' inside.

7. PAINTING: Main door finish with polish and other door finish with two coat enamel painting outside weather coat.

8. WINDOWS: Sliding aluminum window with clear Glass Panes and grill.

9. ELECTRICAL: Concealed wiring with proper gauge of copper wire in PVC conduit to be done in flats including point, modular switch board cover etc. at suitable places in the following manner generally.

NO	PLACE	LIGHT POINT	FAN POINT	5 Amp. PLUG POINT	CALLIN G BELL	EXTRA POINT	15 Amp
1.	Bed Room I	2	1	1			1
2.	Bed Room II	2	1	1			
3.	Bed Room III	2	1	1			
4.	Dinning/Drawing	3	2	2	1		
5.	Toilet	1					1
6.	Kitchen	1				2	1
7.	Verandah	1					
8.	W.C.	1				1	

7. Passage area pavement with Decorative floor tile.

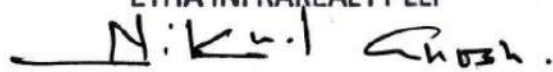
8. **WATER SUPPLY:** 24 hours water supply Deep tube well.

9. **ELECTRICITY METER:** The developer shall provide for the Electrical Meter for common services including stair case/outer lighting at their cost.

IN WITNESS WHEREOF the **PARTIES** herein put their respective signatures on the day, month and year first above written.

Signature of Developer Party as constituted Attorney of Original Land

SIGNED, SEALED & DELIVERED by within named **ORIGINAL LAND OWNER, DEVELOPER** and **PURCHASER** in presence of **WITNESSES** at Kolkata.

ETHA INFRA REALTY LLP

Partner

Signature of Developer

Signature of PURCHASER

DRAFTED BY ME AS PER INSTRUCTION AND DOCUMENTS PROVIDED BY CLIENT