

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE IS MADE ON THIS \_\_\_\_\_ TH DAY OF  
\_\_\_\_\_ TWO THOUSAND AND TWENTY THREE**

**BETWEEN**

**1) MR. PANKAJ PODDAR**, son of Shiv Kumar Poddar, by occupation Business, by faith Hindu, by nationality Indian, having personal **PAN No. AERPP5352F** and **Aadhar No. 3896 6195 5464**, presently residing at N-5, CL-8, Saltlake Sector-III, Bidhannagar (M), Police Station-Bidhan Nagar (South), District–North 24 Parganas, Kolkata-700097, West Bengal; and

**2) MRS. VIJAYA PODDAR**, wife of Mr. Pankaj Poddar, by occupation Business, by faith Hindu, by nationality Indian, having personal **PAN No.ACFPJ9844A** and **Aadhar No. 2267 3439 3027**, presently residing at N-5, CL-8, Saltlake Sector-III, Bidhannagar (M), Police Station-Bidhan Nagar (South), District–North 24 Parganas, Kolkata-700097, West Bengal and;

**3) MR. PRAMOD DAYAL RUNGTA**, son of Prabhu Dayal Rungta, by occupation Business, by faith Hindu, by nationality Indian, having personal **PAN No. ADWPR5427M** and **Aadhar No. 4635 1930 6940**, presently residing at Manikaran Flat -9SB 3 B Ram Mohan Mullick Garden Lane, Belegghata, Kolkata-700010, and;

**4) MRS. PUJA RUNGTA**, wife of Mr. Pramod Dayal Rungta, by occupation Business, by faith Hindu, by nationality Indian, having personal **PAN No.AFKPR2073P** and **Aadhar No. 5100 0986 2547**, presently residing at Manikaran Flat-9SB 3 B Ram Mohan Mullick Garden Lane, Belegghata, Kolkata-700010;

all represented by their Constituted Power of Attorney holder **TRUSTWORTHY NIRMAN LLP (PAN NO.: AAQFT0426P)**, a Limited Liability Partnership within the meaning of the Limited Liability Partnership Act, 2008, having LLPIN:AAR-9905, having its registered office at 19/1, Camac Street, 2nd Floor, Post Office – Park Circus, Police Station – Shakespeare Sarani, Kolkata – 700017, represented by it’s Designated Partner, **MR. PANKAJ PODDAR**, son of Shiv Kumar Poddar, by Occupation - Business, by Faith - Hindu, by Nationality - Indian, presently residing at N-5, CL-8, Salt Lake Sector-III, Bidhannagar (M), Police Station-Bidhan Nagar (South), District–North 24 Parganas, Kolkata-

700097, West Bengal, having personal **PAN No. AERPP5352F** and Aadhar No. **3896 6195 5464**, duly appointed by virtue of registered power of attorney dated 28/07/2023, being No.190305006, duly recorded in volume No. 1903-2023, Pages from 187987 to 188013, for the year 2023, duly registered with the office of Additional Registrar of Assurance III (A.R.A. III), (hereinafter collectively referred to as “**Owners**”, which expression shall unless excluded by the context or meaning thereof, be deemed to include their respective heirs, executors, administrators and assigns etc.) of the **First Part**

**AND**

**TRUSTWORTHY NIRMAN LLP** (PAN NO.: AAQFT0426P), a Limited Liability Partnership within the meaning of the Limited Liability Partnership Act, 2008, having LLPIN:AAR-9905, having its registered office at 19/1, Camac Street, 2nd Floor, Post Office – Park Circus, Police Station – Shakespeare Sarani, Kolkata –700017, represented by it’s Designated Partner, **MR. PANKAJ PODDAR (DIN - 08705386)**, son of Shiv Kumar Poddar, by Occupation - Business, by Faith - Hindu, by Nationality - Indian, presently residing at N-5, CL-8, Salt Lake Sector-III, Bidhannagar (M), Police Station-Bidhan Nagar (South), District–North 24 Parganas, Kolkata-700097, West Bengal, having personal **PAN No. AERPP5352F**, & **Aadhaar no.3896 6195 5464** duly authorized vide Board Resolution dated 30<sup>th</sup> October, 2022, hereinafter referred to as “**Developer**”, (which expression shall unless excluded by the context or meaning thereof, be deemed to include its successors, successors in interest / office and assigns etc.) of the **SECOND PART**;

**AND**

**MR./MRS.**\_\_\_\_\_, son/daughter of\_\_\_\_\_, by occupation\_\_\_\_\_, by faith\_\_\_\_\_, by nationality - Indian, presently residing at\_\_\_\_\_, West Bengal having personal **PAN No.**\_\_\_\_\_ & **Aadhar no.**\_\_\_\_\_, hereinafter referred to as “**PURCHASER(S)**” (which term or expression shall unless excluded by or repugnant to the context or subject mean and include his/her their respective heirs, administrators, executors, authorized representatives, and permitted assigns etc.) of the

### **THIRD PART**

Owners and Developer shall also be referred to as “**Seller**”, Owners and Developer and the Purchaser(s) are individually referred to as a “**Party**” and collectively referred to as “**Parties**”.

### **WHEREAS:**

#### **A. Absolute Ownership and description of the Said Property:**

(1) WHEREAS one Smt. Bhagawani Devi Kajaria, wife of Late Motilal Kajaria was sized and possessed and otherwise, the sole owner of **ALL THAT** the piece and parcel of shali land containing an area of 14 (Fourteen) Cottahs 13 (Thirteen) Chittacks and 26 (Twenty Six) Sq. Ft. equivalent to 24.50 Satak (Decimal) more or less, out of 49 Satak (Decimal) comprises in L.R. Dag No.1623 corresponding to R.S. Dag No.1539, lying and situate at Mouza - Kumrakhali, J.L. No. 48, under P.S. Sonarpur, comprised in Municipal holding No. 2404, under Ward No. 27, Dakshin Kumrakhali Road, within the local limits of the Rajpur-Sonarpur Municipality, within the jurisdiction of Additional District Sub-Registrar (A.D.S.R.) Garia, in the district of 24 Paraganas, West Bengal and was well enjoying the same and well entitled to transfer the same to any one in anyway.

(2) Said Smt. Bhagawani Devi Kajaria gifted and/or transferred ALL THAT the piece and parcel of shali land containing an area of 14 (Fourteen) Cottahs 13 (Thirteen) Chittacks and 26 (Twenty Six) Sq. Ft. equivalent to 24.50 Satak (Decimal) more or less, out of 49 Satak (Decimal) comprises in L.R. Dag No. 1623 corresponding R.S. Dag No. 1539, under R.S. Khatian No.1103, lying and situate at Mouza - Kumrakhali, J.L. No. 48, under P.S. Sonarpur, comprised in Municipal holding No. 2404, under Ward No. 27, Dakshin Kumrakhali Road, within the local limits of the Rajpur-Sonarpur Municipality, within the jurisdiction of Additional District Sub-Registrar (A.D.S.R.) Garia, in the district of 24 Paraganas, West Bengal by virtue of a registered Gift Deed dated 29<sup>th</sup> March, 1989, Being No.5064, copied in Book No.I, Volume No.128, Pages 167 to 170, for the year 1989, registered at District Sub-Registrar (D.S.R.) at Alipore, South 24 Parganas to her grand-daughter namely Mrs. Indira Kejriwal and she had caused to be mutated her name in the present record of rights of the BL&LRO at Sonarpur under L.R. Khatian No.1585 and also got mutation under Rajpur-Sonarpur Municipality in respect of the above said property and was well enjoying the same and well entitled to transfer the same to anyone in anyway and had decided to sell the Said Property.

(3) Said Mrs.Indira Kejriwal sold and/or transferred ALL THAT the piece and parcel of shali land containing an area of 14 (Fourteen) Cottahs 13 (Thirteen) Chittacks and 26 (Twenty Six) Sq. Ft. equivalent to 24.50 Satak (Decimal) more or less, out of 49 Satak (Decimal) comprises in L.R. Dag No. 1623 corresponding R.S. Dag No. 1539, under L.R. Khatian No.1585, lying and situate at Mouza - Kumrakhali, J.L. No. 48, under P.S. Sonarpur, comprised in Municipal holding No. 2404, under Ward No. 27, Dakshin Kumrakhali Road, within the local limits of the Rajpur-Sonarpur Municipality, within the jurisdiction of Additional District Sub-Registrar

(A.D.S.R.) Garia, in the district of 24 Paraganas, West Bengal by virtue of a registered Sale Deed dated 27<sup>th</sup> day of April, 2022, Being No.190304984, copied in Book No.I, Volume No.1903-2022, Pages 298280 to 298306, for the year 2022, registered at Additional Registrar of Assurance III (A.R.A. III) at Kolkata to the Owners herein and accordingly they all mutated their names respectively in the present record of rights of the BL&LRO at Sonarpur under L.R. Khatian Nos.4245, 4246, 4247 & 4248 and also got mutation under Rajpur-Sonarpur Municipality in respect of the above said property and well enjoying the same and well entitled to transfer the same to anyone in anyway and also converted the Property from Shali to Bastu from BL&LRO at Sonarpur vide Conversion Certificate Nos. Memo No:41/Conv/3636/BLR-SNP/22 dated 29.09.2022 & Memo No:41/Conv/3635/BLR-SNP/22 dated 29.09.2022 & Memo No:41/Conv/3634/BLR-SNP/22 dated 29.09.2022 & Memo No:41/Conv/3633/BLR-SNP/22 dated 29.09.2022.

(4)The Owners herein absolutely seized and possessed and sufficiently entitled to all that pieces and parcel of Bastu land admeasuring of 14 (Fourteen) Cottahs 13 (Thirteen) Chittacks and 26 (Twenty Six) Sq. Ft. (as per physical measurement 14 (Fourteen) Cottahs 12(Twelve) Chittacks 01 (One)Sq. Ft equivalent to 24.50 Satak (Decimal)) more or less out of 49 Satak (Decimal) comprises in L.R. Dag No. 1623 corresponding R.S. Dag No. 1539, under L.R. Khatian No.4245,4246,4247,4248 lying and situate at Mouza - Kumrakhali, J.L. No. 48, under P.S. Sonarpur, comprised in holding No. 2404, under Ward No. 27, Dakshin Kumrakhali Road, within the local limits of the Rajpur-Sonarpur Municipality, within the jurisdiction of Additional District Sub-Registrar (A.D.S.R.) Garia, in the district of 24 Paraganas, West Bengal (hereinafter referred to as the “**Said Land**”).

## **(B) Development Agreement and Sanction Plan**

With the intention of developing and commercially exploiting the Said Land by developing a residential building thereon, the Owners herein executed a registered Development Agreement dated 28<sup>th</sup> July, 2023 duly registered with the office of the Additional Registrar of Assurances III Kolkata, and duly recorded in Book No.I, Volume no.1903-2023, pages from 186153 to 186220, being no.190304980 for the year 2023, (hereinafter “**Development Agreement**”) and duly appointed **TRUSTWORTHY NIRMAN LLP**, the Developer herein to promote and develop the Said Land and construct a residential 09 (B+G+VII) storied building together with common amenities and facilities (hereinafter “**The Project**” and as per Development Agreement the total area of the Said Land is 14 (Fourteen) Cottahs 13 (Thirteen) Chittacks and 26 (Twenty Six) Sq. Ft. but during physical verification total area of the Said Land have reduced to 14 (Forteen) Cottahs, 12 (Twelve) Chittacks 1 (One) Square feet (approximately) equivalent to 24.50 Decimal and accordingly the Developer has caused a building plan prepared for Said Project (with reduced area) and submitted to Rajpur Sonarpur Municipality, South 24 Paraganas for approval and accordingly the Building Plan got approved and duly sanctioned by the Rajpur-Sonarpur Municipality and the Developer received the Building Permit vide no. SWS-OBPAS/2207/2023/1589 dated 28th July 2023, (the “**Sanction Plan**”) for the construction of a 9 (B+G+VII) storied residential building consisting of several residential flats, parking space and other saleable space under the name and style of “**The Pride**” (hereinafter referred to as the “**Said Building**”) on the reduced portion of the Said Land which was available on physical measurement i.e. all that piece and parcel of Bastu land admeasuring 14 (Fourteen) Cottahs, 12(Twelve) Chittacks, 1(One) Square feet (approximately) equivalent to 24.50 Decimal more or less out of 49

Satak (Decimal) comprises in L.R. Dag No. 1623 corresponding R.S. Dag No. 1539, under L.R. Khatian No.4245,4246,4247,4248 lying and situate at Mouza - Kumrakhali, J.L. No. 48, under P.S. Sonarpur, comprised in holding No. 2404, under Ward No. 27, Dakshin Kumrakhali Road, within the local limits of the Rajpur-Sonarpur Municipality, within the jurisdiction of Additional District Sub-Registrar (A.D.S.R.) Garia, in the district of 24 Paraganas, West Bengal (hereinafter referred to as the “**Said Property**”), more particularly described in the First Schedule written hereunder and delineated and demarcated in **Annexure A** and accordingly by virtue of the Sanction Plan, Owner/Developer became entitled to construct and erect the Said Building on the Said Property.

**C. Purchase of Said Unit and Parking Space:**

The Project is comprised of Said Building and the Purchaser(s) has approached Seller for buying a Residential Apartment in the Said Building and accordingly selected a Unit being residential flat being Apartment No.\_\_\_\_\_ on the\_\_\_\_\_ Floor and on the\_\_\_\_\_ Side of the Said Building constructed upon the Said Property, admeasuring approximately an area of \_\_\_\_\_ ( \_\_\_\_\_ ) **square feet of super built up area ( \_\_\_\_\_ Sq Feet of Carpet Area)**, comprising of \_\_\_(\_\_\_\_\_) bedrooms, 1 (One) living cum Dining room, \_\_\_ (\_\_\_\_) toilets, 1 (One) kitchen, \_\_\_ (\_\_\_\_) balconies, (hereinafter referred to as “**Said Apartment**”), more specifically described in the Part I of the Second Schedule hereto and delineated and demarcated in **Annexure B** and \_\_\_(\_\_\_\_) Covered Car Parking, **Being No.\_\_\_\_\_** on the ground floor (hereinafter referred to as “**Parking Space**”), more specifically described in the Part II of the Second Schedule hereto.

**D. Agreement to Sale:**

Pursuant to selection of the Said Unit by the Purchaser(s), the Seller has agreed to sell to the Purchaser(s) and the Purchaser(s) has agreed to purchase the Said Unit and entered into an Agreement to Sale Dated \_\_\_\_/\_\_\_\_/\_\_\_\_, subject to the terms and conditions, as set out therein.

**E. Execution of this Conveyance**

In compliance with the Agreement to Sale and settlement done with the Purchaser(s), the Seller has agreed now to register this deed of conveyance in favour of the Purchaser(s) to transfer and/or convey the Said Apartment, in lieu of the consideration as mentioned herein.

**F. Purchaser(s) representations**

On or before execution of this deed of conveyance, the Purchaser(s) has examined or caused to be examined the following and the Purchaser(s) has fully satisfied himself as to:

- a) That the Purchaser(s) has fully satisfied himself / herself / itself about the respective title, interest and the rights of Owners and the Developer herein with regard to the Said Apartment, Said Building, and the Said Property and the right title and interest that is being transferred to the Purchaser(s) with regard to the Said Apartment.
- b) That the Purchaser(s) has duly satisfied himself/herself/itself about the construction of the Said Apartment and Said Building and workmanship and materials used and the fittings installed therein.
- c) the area and other dimensions and specifications of the Said Apartment;
- d) the Sanction Plan;

- e) the area reserved for Common Areas and Facilities and Common Parts and Amenities that are available for use and enjoyment in common with the Co-Owners and / or Co – Occupiers;
- f) That the Purchaser(s) has fully examined the terms, conditions, covenants, stipulations, restrictions and obligations in the matter of obtaining the conveyance of the Said Apartment and the manner and method of the use and enjoyment thereof and has accepted the same without any reservations and / or conditions and shall not make or raise any objection thereto in future.

and the Purchaser(s) has further agreed, represented and undertook not to raise any objection, demand and / or, claim for compensation and / or damage in respect thereof in any manner or on any ground whatsoever or howsoever.

- g. Based on the representation and other covenants by the Purchaser(s) to the Seller and at the request of the Purchaser(s) the Seller executes this deed of conveyance in favor of the Purchaser(s) subject to the terms and conditions as set forth herein.

**NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:**

**I. Definitions and Interpretations**

- a) In addition to terms separately defined in this Deed of Conveyance including recital of this Deed of Conveyance, following terms words and expressions shall, and unless the context otherwise requires, have the respective meaning assigned to them herein :

“**Association**” shall mean the person or persons who are appointed or body formed by the Co-Buyers and / or Co-Occupiers for the time being for the management, administration, maintenance, function, and / or operation of the Said Building;

**“Co-Buyers” or “Co-Occupiers”** shall mean person or persons, who has / have purchased and / or is owning or occupying a Unit(s) in the Said Building;

**“Common Areas and Facilities”** shall mean the common areas and facilities within the Said Building which is for the common use of Co-Owners and / or Co-occupiers of the Said Building, morefully and particularly described in the Part I of the Third Schedule written hereunder.

**“Common Charges and Expenses”** shall mean the cost, expenses and charges related to maintenance, management, upkeep of the Common Areas and Facilities and Common Parts and Amenities of the Said Building and which needs to be shared proportionately between the Co-Owners / Co-Occupiers of the Said Building including those listed in the Fourth Schedule written hereunder;

**“Common Parts and Amenities”** shall mean the common areas, facilities, equipment etc., within the Said Property (other than Common Areas and Facilities) which is for the common use of the Co-Owners and / or Co-Occupiers of the Said Building and which is morefully and particularly described in the Part II of the Third Schedule;

**“Unit(s)”** shall mean individual saleable space / transferable unit including residential apartment, commercial shops and / or any other saleable space that is capable of independent use and occupation and is part of the Said Building constructed and

developed on the Said Property.

**b) Interpretation**

In this Deed, save where the context otherwise requires:

- a) the singular of any defined term includes the plural and *vice versa* and any word or expression defined in the singular has the corresponding meaning used in the plural and *vice versa*;
- b) a reference to any gender includes the other and neuter gender;
- c) a reference to any agreement/document is a reference to that agreement/document and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof;
- d) the term “or” shall not be exclusive and the terms “*herein*”, “*hereof*”, “*hereto*” and “*hereunder*” and other terms of similar import shall refer to this Deed as a whole and not merely to the specific provision where such terms may appear, and the terms “*including*” and “*include*” shall be construed without limitation;

II In pursuance of the aforesaid and in consideration of the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Lakhs) only paid by the Purchaser(s) to the Seller at or before the execution of these presents, the receipt whereof the Seller doth hereby admit and acknowledge by the instant paragraph and also by memorandum of consideration hereunder written and further in consideration of the Purchaser(s) agreeing and undertaking to observe and perform the

terms, conditions, covenants, restrictions and obligations including but not limited to those mentioned in the Fifth Schedule hereunder, the Seller do hereby grant, sell, transfer, convey, assign and assure unto and in favor of the Purchaser(s) all the right, title and interest of the ownership of the Said Apartment, morefully and particularly described in the Second Schedule written hereunder, **TOGETHER WITH** undivided impartible proportionate and variable share in the Said Property, which is morefully and particularly described in the First Schedule written hereunder, attributable to the Said Apartment **FURTHER TOGETHER WITH** undivided impartible proportionate and variable share in the Common Areas and Facilities and Common Parts and Amenities, morefully and particularly described in the Part I and Part II of the Third Schedule, respectively (hereinafter collectively referred to as **“Said Apartment and Properties Appurtenant Thereto**) but at all time subject to the other stipulations and / or provisions mentioned herein, **FURTHER TOGETHER WITH** the estate, right, interest, title, property, claim, and / or demand whatsoever of the Seller into or upon the Said Apartment, free from all encumbrances, charges, liens, lispenses, demands, claims, attachments, hindrances, debts, acquisitions, requisitions, suits and/or proceedings in any manner whatsoever **TO HAVE AND TO HOLD** the Said Apartment and all other benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or portion thereof respectively or arising out there from absolutely and forever and the Purchaser(s) may and shall at all times hereafter peaceably and quietly possess each and every part thereof without any lawful interruption from any quarter and the Seller **BUT SUBJECT TO** the manner of use thereof as stipulated

herein **FURTHER SUBJECT TO** payment in perpetuity by the Purchaser(s) of all the proportionate Common Expenses and Charges as may be determined and/or ascertained by the Association **AND FURTHER SUBJECT ALWAYS FOR ALL TIMES TO COME HEREAFTER TO** the covenants, terms, conditions, enumerations, provisions, and considerations contained and/or given herein and agreed by the Purchaser(s) to be observed and performed including those described in the Fifth Schedule written hereunder.

**III. THE SELLER HEREBY COVENANT WITH THE PURCHASER(S) AS FOLLOWS :-**

a) That the Seller will handed over and delivery of vacant, peaceful, satisfactory and acceptable possession of the Said Apartment to the Purchaser(s) simultaneously with the execution of this Deed (hereinafter "**Possession Date**"), which the Purchaser(s) hereby admits, acknowledge and accepts.

**IV. THE PURCHASER(S) HEREBY COVENANTS AND AGREES WITH THE SELLER AS FOLLOWS :-**

a) The Purchaser(s) doth hereby covenant with the **Seller** that the Purchaser(s) shall observe, perform and fulfill the covenants, stipulations, restrictions and obligations required to be performed by the Purchaser(s) including but not limited to those as mentioned in the Fifth Schedule hereunder written.

- b) The Purchaser(s) hereby agrees and understood that the right to usage of the Common Areas and Facilities and Common Parts and Amenities given to the Purchaser(s) by the **Seller** is at all-time be subject to the timely payment of proportionate Common Charges and Expenses by the Purchaser(s) to the Association in the manner and at such interval and at such rate as may be decided by the Association at its sole discretion from time to time in this regard and the Purchaser(s) shall bear and be obliged to pay all such proportionate Common Charges and Expenses without any objection and / or hindrances of any nature or in any manner whatsoever and the Purchaser(s) hereby further agrees and undertakes with and authorizes to the **Seller** and / or the Association that in case the Purchaser(s) fails to pay the proportionate Common Charges and Expenses in the manner stipulated herein then the Association shall at all time, without prejudice to the other rights to recover the dues from the Purchaser(s), have all the authorities and / or rights to withdraw the upkeep, maintenance, administration, facilities and / or utilities of the Said Apartment.
- c) The Purchaser(s) shall borne and bear and pay all the municipal taxes, rates, levies, surcharge and all other outgoings (hereinafter referred to as “**Outgoings**”) related to the Said Apartment and Properties Appurtenants Thereto” on and from the Possession Date irrespective of whether or not on such date the actual possession of the Said Apartment is taken or not by the Purchaser(s) from the **Seller**. However so long as the Said Apartment is not separately assessed for municipal taxes, rate, levies surcharges and other outgoings, the Purchaser(s) shall be liable to and will pay his/her/its proportionate municipal taxes, rates, levies surcharges and other

outgoings attributable to the Said Apartment to the **Seller** or its nominees as may be determined by the **Seller** or its nominees.

- d) Association or any other person duly authorized in this regard by Association shall at all reasonable times be entitled to enter into the Said Apartment or any part or portion thereof on prior notice for the purpose of inspection, repairing, reinstating, any parts or portions of the Said Apartment for keeping in good order and condition any of the electrical lines, telephone lines, water lines, pipe lines, gas line or any other common elements without any objections and / or hindrances by the Purchaser(s).
  
- e) The Purchaser(s) has agreed and understood without any doubt that the Common Areas and Facilities and Common Parts and Amenities shall be shared by the Purchaser(s) along with the other Co-Buyers and/or Co-Occupiers, present or future, of the Said Building and the Purchaser(s) shall be precluded from causing and shall not :
  - i) cause any obstructions, impediments, hindrances, and/or objections of any nature or in any manner whatsoever ; and
  - ii) raise and/or make any claim and/or demand for compensation, damages and/or losses of any nature or in any manner whatsoever;

to the sharing of such Common Areas and Facilities and Common Parts and Amenities with the other Co-Owners and/or Co-Occupiers of the Said building.

## **V. FORMATION OF THE ASSOCIATION**

- (a) Upon handing over of the possession of more than 50% of the Saleable Space of the Said Building, Developer shall call upon the Co-Buyers to form an association (“**Association**”) as per the applicable laws for the upkeep, management and maintenance of the Said Building and Common Areas and Facilities and Common Parts and Amenities of the Said Building and it shall be incumbent upon the Purchaser(s) to join the Association as a member. The Purchaser(s) shall pay the necessary subscription and/or membership amounts together with the proportionate costs and expenses for formation of the same and the Purchaser(s) shall comply with and/or adhere to all the rules, regulations, guidelines, etc. formulated from time to time by the Association.
- (b) It is hereby clearly hereby agreed and understood that the maintenance, upkeep and administration of the Said Building is supposed to be carried out by the **Seller** till the Handover Date only and after that the maintenance, upkeep and administration of the Said Building is supposed to be done by the Association, to be formed by the Co-Buyers and / or Co- Occupiers in the manner and subject to such terms and conditions as may be decided between the Co-Buyers and / or Co-Occupiers themselves and the **Seller** will not be responsible in any manner and on any ground whatsoever and the Purchaser(s) hereby further covenants with the **Seller** that the Purchaser(s) will provide his / her full support to such Association and shall at all-time abide by the terms and conditions as may be imposed by such Association with regard to the use and enjoyment of the Said Apartment and Common Areas and Facilities and Common

Parts and Amenities and shall not have any claim and / or demand against the **Seller** in this regard on and from the Handover Date.

- (c) Upon formation of the Association, the **Seller** will, in due course, handover the Said Building to the Association (hereinafter referred to as “**Handover Date**”) subject to the rights title and interest of the **Seller** as stipulated herein, whereupon the Association shall *inter alia* become liable and responsible for the compliance, subsistence and renewal of all licenses, annual maintenance contracts, other contracts, guarantees, warranties, obligations etc. to various authorities and under various statutes, as may from time to time have been procured/obtained/entered into by the **Seller** and the **Seller** shall immediately stand discharged of any liability and/or responsibility in respect thereof, and the Purchaser(s) and Association shall keep each of Owner, Developer fully safe, harmless and indemnified in respect thereof.

**First Schedule**  
**(Said Property)**

All that piece and parcel of Bastu land admeasuring 14 (Fourteen) Cottahs, 12(Twelve) Chittacks, 1(One) Square feet (approximately) equivalent to 24.50 Decimal more or less out of 49 Satak (Decimal) comprises in L.R. Dag No. 1623 corresponding R.S. Dag No. 1539, under L.R. Khatian No.4245,4246,4247,4248 lying and situate at Mouza - Kumrakhali, J.L. No. 48, under P.S. Sonarpur, comprised in holding No. 2404, under Ward No. 27, Dakshin Kumrakhali Road, within the local limits of the Rajpur-Sonarpur Municipality, within the jurisdiction of Additional District Sub-

Registrar (A.D.S.R.) Garia, in the district of 24 Paraganas, West Bengal and which butted and bounded by as follows :

- On the **North** : Part of L.R. Plot No.1623;
- On the **South** : Part of L.R. Plot No.1624;
- On the **East** : Part of L.R. Plot No.1622; and
- On the **West** : 15 Meter Wide Road.

Duly delineated and demarcated with the map annexed herewith as **Annexure -A** .

## **Second Schedule**

### **Part - I**

#### **(Said Apartment)**

All that piece and parcel of residential space being Apartment No. \_\_\_\_\_ on \_\_\_\_\_ side on \_\_\_\_\_<sup>rd</sup> Floor of the Said Building constructed on the Said Property, comprises of \_\_\_ Bedroom \_\_\_ Balcony, One Kitchen, One Living cum dining, \_\_\_ Toilets, which is admeasuring Super built up area of \_\_\_\_\_ ( \_\_\_\_\_ built up area) together with the undivided impartible, variable proportionate share or interest in the land underneath the Said Building and the and further together with the undivided, impartible variable proportionate share or interest in the Common Areas and Facilities of the Said Property and further together with right to use the Common Parts and Amenities of the Said Property/ Said Building. The Said Apartment is shown in map annexed herewith as Annexure – B and marked with Red Border.

All that piece and parcel of residential space being Apartment being Apartment No. \_\_\_\_\_ on the \_\_\_\_\_ Floor and on the \_\_\_\_\_ Side of the Said

Building constructed upon the Said Property, admeasuring approximately an area of \_\_\_\_\_ ( \_\_\_\_\_ ) **square feet of super built up area** ( \_\_\_\_\_, ( \_\_\_\_\_ ) **Sq Ft of Carpet Area**), comprising of \_\_\_\_\_ living Dining room, \_\_\_\_\_ ( \_\_\_\_\_ ) bedrooms, \_\_\_\_\_ ( \_\_\_\_\_ ) toilets, \_\_\_\_\_ ( \_\_\_\_\_ ) kitchen, \_\_\_\_\_ ( \_\_\_\_\_ ) balconies, \_\_\_\_\_ ( \_\_\_\_\_ ) verandahs, together with impartible, variable proportionate share or interest in the Said Property further together with undivided, impartible variable proportionate share or interest in the Common Areas and Facilities of the Said Building and further together with right to use the Common Parts and Amenities of the Said Property. The Said Flat is duly demarcated delineated with red border in the map annexed herewith as **Annexure – B**.

## **Part - II**

### **(Parking Space)**

\_\_\_\_\_ ( \_\_\_\_\_ ) Covered Car Parking, being No. \_\_\_\_\_, approximately an area of \_\_\_\_\_ ( \_\_\_\_\_ ) square feet of built up area on the Ground Floor of the Said Building.

## **Third Schedule**

### **Part-I**

#### **Part-I**

### **Common Areas and Facilities**

1. Entrance lobbies and common circulation spaces in the Said Building;
2. Staircases, fire refuge areas and landings on all floors of the Said Building;
3. Lift/ lift shafts of the Said Building & common passage/ corridor and/or lobbies adjoining the lift space on all floors of the Said Building;

4. Lift machine room on the roof of the Said Building;
5. Ultimate roof of the Said Building as earmarked for common purposes and service terraces;
6. Space allocated for common utilities like electrical room, meter room, , letter box and maintenance stores, etc. in the Said Building;
7. Fire-fighting and detection systems of the common areas of the Said Building, fire refuge area, fire stair cases, if any;
8. Internal drainage and sewerage system, plumbing, vertical stacks and shafts of the Said Building;
9. Electric ducts and risers, fitting, fixtures, lights, and switches etc. for the common areas of the Said Building;
10. Electrical duct doors, common terrace frame and shutters, stair and common area railing etc. in the Said Building.
11. Rising main of electricity cables from electrical meter boards in the Said Building;
12. Overhead water tank on the roof of the Said Building, water pipes and other common plumbing installation in the Said Building;
13. Voice/ data cables riser, TV and distribution network inside the common area of the Said Building;
14. Common pathways (walkways and driveways) access road, approach road, passage within the Said Building.

It is being clarified that the save and except the common portions, common areas and common facilities mentioned hereinabove, all other portions and / or areas and / or facilities and / or the open or covered areas meant for vehicle parking or otherwise shall and do not form part of the Common Areas and Facilities and are specifically retained by the Developer to be dealt with by the Developer in the manner as may be decided by the Developer at its sole discretion in this regard.

**PART – II**  
**Common Parts and Amenities**

1. Driveways, pathways, lawns, access road, approach road, passage within the Said Building
2. Streetlights, and fittings fixtures and electrical installations in the common areas of the Said Building
3. Water pumping stations and pump houses in the Said Building.
4. Water treatment plant;
5. Water distribution network, control panels and security systems etc. within the Said Building;
6. 24 X 7 Security
7. Multi Purpose Roof;
8. CCTV Camera in Common Area including Ground Floor;
9. Underground sewage, drainage, electrical, water etc. line and/or tranches underneath the Said Building;
10. Caretaker Room;
11. Party Zone/Adda Zone/Seating area Sky lawn on Terrace.
12. AC Community Hall on ground floor;
13. Fire Fighting equipment;
14. Boundary wall of the Project;
15. Entrance gates to the Said Building;
16. Diesel Generator (DG Set)

It is being clarified that the save and except the common portions, common areas and common facilities mentioned hereinabove, all other portions and / or areas and / or facilities and / or the open or covered areas meant for vehicle parking or otherwise in the Said Property shall and do not form

part of the Common Areas and Facilities and are specifically retained by the Developer to be dealt with by the Developer in the manner as may be decided by the Developer at its sole discretion in this regard.

**FOURTH SCHEDULE ABOVE REFERRED TO**  
**(COMMON CHARGES AND EXPENSES)**

1. Costs and expenses relating to the maintenance, management, upkeep, repair, redecoration, operating, repairing, renovating, painting, decorating, replacing, amending, renewing and where appropriate cleaning of the Common Areas and Facilities of the Said Property and Common Parts and Amenities of the Project;
2. Cost and expenses of cleaning and lighting the Common Areas and Facilities of the Said Building and / or Common Parts and Amenities of the Project;
3. Cost of working, maintenance, management, upkeep, repair, replacement, of water connections, lights, pumps, generators and other equipments and utilities used for the common use of the residents of the Said Building/Project;
4. Costs and expenses relating to renewal of various licenses, including but not limited to lift, fire, pollution and annual maintenance contracts with regard to the Said Building/Project;
5. Providing and arranging for removal waste, rubbish etc;
6. Operating, maintaining, repairing, replacing if necessary, the lighting apparatus from time to time of the Common Areas and Facilities of the Said Building and / or Common Parts and Amenities of the Project and providing additional lighting apparatus thereat;

7. Municipal and other taxes, levies, impositions, water charges tax, and electricity charges for the Common Areas and Facilities of the Said Building and / or Common Parts and Amenities of the Project;
8. Expenses for maintaining the boundaries of the Project;
9. Such other costs, expenses, etc. incidental to and/or ancillary and/or related to any of the matters, items, issues, etc. stated in this Schedule and / or maintenance, management, upkeep of the Common Areas and Facilities of the Said Building and / or within the Said Property and / or Common Parts and Amenities of the Project.

**FIFTH SCHEDULE ABOVE REFERRED TO**

**TERMS, CONDITIONS, COVENANTS, STIPULATIONS, OBLIGATIONS  
AND RESTRICTIONS TO BE OBSERVED BY THE PURCHASER(S) AND  
/ OR OCCUPIERS**

I. **TERMS, CONDITIONS, COVENANTS AND OBLIGATIONS :**

The terms, conditions, stipulations, obligations and restrictions that the Purchaser(s) is bound to adhere and observe includes but not limited to the following :

- a) **Co-operate in Management and Maintenance:** co-operate with the other Co-Buyers and / or Co-Occupiers, Seller, in the management and maintenance of the Common Areas and Facilities and Common Parts and Amenities of the Said Building, Said building and the Said Property and to abide by the direction and/or decisions of the Developer, as may be, made from time to time.

- b) **Observing Rules and Regulations:** abide by and observe at all times rules and regulations framed by the Seller from time to time for peaceful use and enjoyment of the Said Apartment and maintenance and management of the Common Areas and Facilities and Common Parts and Amenities of the Said Building, Said Building and the Said Property and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concern authority and of Government and other public bodies;
- c) **Permission to enter the Said Apartment:** permit the Seller and/or its agents with or without workmen, at all reasonable time and upon giving reasonable notice of such intention, to enter into the Said Apartment for the purpose of repairing any of the common areas or any appurtenance to any other Unit(s) and/or anything comprised in any Unit(s), in so far as the same cannot be carried out without such entry.
- d) **Payment of Common Expenses and Charges:** Regularly and punctually pay and discharge to the Seller, proportionate Common Charges and Expenses without any objections whatsoever or howsoever. The Common Charges and Expenses shall be proportionately divided among the Co-Buyers and / or Co-Occupiers of the Said Building and shall be proportionately divided among the Co-Buyers and / or Co-Occupiers of the Said Property, in such manner as may be decided by the Seller at its sole discretion from time to time in this regard;
- e) **Upkeep and repair of Said Apartment:** At all times keep the interior walls, fittings, fixtures, appurtenances, floor, ceiling etc., of the Said Apartment in perfect condition and repair as and when so needed so as not to cause any damage to the Said Building or any other space or accommodation thereon and keep the other Co-Buyers and / or

Co-Occupiers of the Said Building indemnified from and against the consequences of any damage arising there from due to any default thereof;

- f) **Sharing of Common Areas and Facilities and Common Parts and Amenities:** The Purchaser(s) and / or the other Co-Buyers and / or Co-Occupiers shall only have the proportionate undivided impartible variable right and interest in the Common Areas and Facilities and Common Parts and Amenities along with other Co-Buyers of the Said Building and shall not do any act deed or thing which may in any way prevent and / or restrict the rights and liberties and / or privileges or cause any annoyance and / or disturbance of/to the other Co-Buyers and / or Co-Occupiers and such rights and interests at all times shall remain at all time undivided, impartible and variable;
- g) **Execution of documents:** The Purchaser(s) shall be bound to sign and execute such papers and documents, and to do all such acts, deeds, and things as may be necessary from time to time for safeguarding the mutual interests of the Sellers and other Co-Owners and / Or Co-Occupiers of the Unit(s) or other spaces in the Said Building and / or Said Property.
- h) **Mutation of the Said Apartment:** The Purchaser(s) shall be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the Said Apartment in the records of the concerned authorities within a reasonable time and shall keep the Seller indemnified against any loss, claims and demand that may arise against the Seller due to non fulfillment and / or observance of this obligation by the Purchaser(s);
- i) **Bear cost for damages to Said Building and / or Said Property:** pay to the Seller or Association, as the case may be, for all damages, destruction, or disfigure to any common fixtures and fittings, utilities

and / or equipment of the Said Building and / or Said Property caused by negligence and / or willful act of the Purchaser(s) and / or occupier of the Said Apartment and / or his/her family member, guests or servants of the Purchaser(s) or such occupiers.

- j) **Name of the Said Building:** Project shall always be known as “**The Pride**” and the Purchaser(s) shall not be entitled to change such names at any point of time.
- k) **Repairs and other works during normal hours:** Carry out any interior or any other works in the Said Apartment only between reasonable hours so as not to cause any annoyance, nuisance and / or disturbance to the other Co-Buyers and / or Co-Occupiers;
- l) **Meter and Cabling:** be obliged to draw the electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided therefore, ensuring that no inconvenience is caused to the Sellers or to the other Intending Buyer. The main electric meter shall be installed only at the common meter space in the Said Property or Said Building, as the case may be. The Purchaser(s) 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, the Said Property and outside walls of the Building save in the manner indicate by the Seller.
- m) **Notification Regarding Letting:** If the Purchaser(s) lets out or sells the Said Apartment and Appurtenance thereto, the Purchaser(s) shall immediately notify the Seller and / or Association, as the case may be, the tenant’s/transferee’s details including address and telephone number.
- n) **Roof Rights:** The ultimate roof of the Said Building shall remain common to all Co-Owners of the Said Building (common Roof) and all

common installations such as water tank and lift machine room shall be situated in the common roof.

o) **Negative Covenants**

The Purchaser(s) of the Said Apartment hereby further agrees, declares and undertakes that it shall:

- (i) **No Structural alterations:** not make any structural additions and/or alternations to the Said Apartment such as beam, columns, partition walls etc. or improvements of a permanent nature except with the prior approval in writing of the Seller ;
- (ii) **No Demolition or damage:** not to demolish or cause to be damaged or demolished the Said Apartment, Parking Space, if any, or any part or portion thereof;
- (iii) **No Sub-Division:** not to sub divide the Said Apartment and / or Parking Space, if any, and / or any part or portion thereof;
- (iv) **No Alterations:** not to close or permit the closing of verandahs or lounges or balconies or lobbies and / or common areas or portions and also not to alter or permit any alteration (including external wall paint) in the elevation and of the exposed walls of the verandahs, lounge or any external walls or the external doors and windows of the Said Apartment, including grills of the Said Building and / or Said Apartment which in the opinion of the Seller differs from or is in deviation from or which in the opinion of the Seller (or others as above) may affect the elevation in respect of the exterior walls of the Said Building.
- (v) **No encroachment or new opening:** not to do or permit to be done any new window, doorways, path, passage drain or other encroachment or easement to be made in the Said Apartment

save and except with the written permission from the Seller and not to install grills, the design of which has not been suggested and/or approved by the Seller in any other manner do any other act which would in the opinion of the Seller affect or detract from the uniformity and aesthetics of the exterior of the Said Building;

- (vi) **No damage to flooring or ceiling:** not to do or cause anything to be done in or around the Said Apartment which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the Said Apartment or any other adjacent Apartment(s) and / or Unit(s) to or over/below the Said Apartment or in any manner interfere with the use and rights and enjoyment thereof or any open passage or amenities available for common use.
- (vii) **No alteration or storage to / in Common Areas and Facilities, Common Parts and Amenities:** not to build, erect or put upon the Common Areas and Facilities and Common Parts and Amenities any item of any nature whatsoever without the permission of the Seller / Association;
- (viii) **No obstructions of Common Areas and Facilities, Common Parts and Amenities:** not to obstruct and / or block any pathways, driveways, passages, side-walks, lobbies and / or common areas of the Said Building or the Said Property in any manner whatsoever without the permission of the Seller / Association;
- (ix) **Not to damage Common Areas and Facilities, Common Parts and Amenities:** not to damage or demolish or cause to be damaged or demolished any portion of the Common Areas and Facilities of the Said Building and /or Said Property at any time or the fittings and fixtures affixed thereto.

- (x) **No use of Machineries:** not to hang from or to attach to the beams or rafts any articles or machinery or keep the machineries or article which are heavy or likely to affect or endanger or damage stability and / or the construction of the Said Building or any part thereof and shall not carry or cause to be carried heavy packages to the upper floors which may damage or likely to damage the staircase, common passages or any other structure of the Said Building in which the Said Apartment is situated, including entrances of the Said Building and in case any damage is caused to the Said Building in which the Said Apartment is situated or the Said Building on account of negligence or default of the Purchaser(s) in this behalf, the Purchaser(s) shall be liable for the consequences of the breach.
- (xi) **No storing of hazardous materials:** not to store or bring and allow to be stored and brought in the Said Apartment or in Parking Space, if any, or in any common areas any goods of hazardous or combustible nature, explosive chemicals or which are so heavy or operate or allow to operate machineries as to affect or endanger the structure of the Said Building or any portion or any fittings or fixtures thereof including windows doors floors etc. in any manner.
- (xii) **No Throwing refuse:** not to throw or accumulate or cause or permit to be thrown or accumulated any dirt, rubbish or any other refuse or permit the same to be thrown or accumulated in the Said Building, the Common Areas and Facilities of the Said Building, and / or Said Property except in the space provided, demarcated and indicated for such usage in the Said Building and/or Said Property, as the case may be;

- (xiii) **No injurious activities:** not to do or cause or permit to be done any act, deed or thing which may render void or voidable any insurance of any Unit(s) in or any part of the Said Building or cause any increased premium to be payable in respect thereof.
- (xiv) **Residential Use:** not to use the Said Apartment or permit the same to be used for any purpose save and except exclusively for residential purpose and not to use or permit the same to be used for any purpose which may cause or likely to cause nuisance annoyance or cause damage or inconvenience to any Co-Buyers and/or Co-Occupiers of the Said Building;
- (xv) **No Illegal activities:** to not to use the Said Apartment for any illegal or immoral purpose or for any commercial or industrial activities whatsoever;
- (xvi) **No nuisance and disturbance:** not to make or permit any disturbing noises in the Said Apartment by the Purchaser(s) himself, his family, his invitees or servants, nor do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the other Co-Buyers and / or Co-Occupiers.
- (xvii) **Parking of vehicles:** not to park or allow his / her / its vehicle to be parked in the pathway or open spaces in the Common Areas and Facilities and Common Parts and Amenities or any part or portion thereof save and except places specifically demarcated for the parking of the vehicles of visitors and / or general public.
- (xviii) **No Pre-emptive rights:** not to claim any right of pre-emption or otherwise regarding any of the other apartments and / or any other parts or portions of the Said Building and / or Said Property;

- (xix) **No obstruction to Developer:** not to obstruct the Seller in its acts relating to the Common Areas and Facilities, Common Parts and Amenities and not to obstruct the Seller in constructing on the roof of the Said Building or any other parts of the Said Building and selling and granting rights to any person on any part of the Said Building so constructed or otherwise, excepting the Said Building.
- (xx) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Apartment, if any.
- (xxi) **Generally not to do:** generally not do any such things as will disturb peace, harmony, beauty, decency or aesthetic quality of the surroundings.

**(Intentionally left blank)**

**IN WITNESS HEREOF THE PARTIES HERETO HAVE EXECUTED THIS DEED, THE DAY, THE MONTH AND THE YEAR HEREINABOVE WRITTEN.**

Executed and Delivered by Seller at  
Kolkata in the presence of:

Executed and Delivered by the  
Purchaser(s) at Kolkata in the  
presence of:

Witnesses :

1.

2.

**Drafted by :**



**2.**

**ANNEXURE A:  
(SAID PROPERTY)**

**ANNEXTURE B:  
(SAID APARTMENT)**