

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made on this _____ day of _____, in the year Two Thousand and Twenty One (2021)

BETWEEN

1. SHRI RAKESH JAISWAL, having **PAN-ACXPJ2005P & AADHAAR NO..... & MOBILE NO -**, son of Basdeo Ram Shaw (Jaiswal), by nationality - Indian, by faith - Hinduism, by occupation - Business, aged about ___ years, **2. SHRIMATI SWETA JAISWAL**, having **PAN-ACQPJ1911R & AADHAAR NO..... & MOBILE NO-.....**, wife of Shri Rakesh Jaiswal, by nationality - Indian, by faith - Hinduism, by occupation - Housewife, aged about ___ years and **3. SHRIMATI PUNAM JAISWAL**, having **PAN-ACLPJ9783A & AADHAAR NO..... & MOBILE NO-.....**, wife of Shri Ramesh Jaiswal, by nationality - Indian, by faith - Hinduism, by occupation - Housewife, aged about ___ years; all residing at 2, Dhiren Dhar Sarani, Police Station-Muchipara, Post Office- Entally, Kolkata-700012, all represented by their Constituted Attorney, Mr. Mohammed Ali Azhar, having **PAN-ADEPA0077C & AADHAAR NO-554499617338 & MOBILE NO-9831407826**, son of Late Mohammed Ali Anwar, by nationality- Indian, by faith- Islam, by occupation- Business, residing at 17, Elliott Road, Police Station-Park

Street, Kolkata-700 016, being one of the Directors of **M/s Concrete Greens Infrastructure Private Limited (PAN-AAFCC6158D)**, a Private Limited Company formed under The Companies Act of 1956, having its registered office at 17A, Shamsul Huda Road, Police Station- Karaya, Post Office- Circus Avenue, Kolkata-700 017, (**vide Development Power of Attorney registered with the office of ADSR, Alipore, South 24-Parganas recorded in Book No. I, Volume No. 1605-2017, Pages from 149551 to 149569, Being No. 160505521 for the year 2017**) hereinafter jointly called and referred to as the **FIRST PARTY/ VENDORS** (which term or expression shall unless excluded by or repugnant to the context be deemed to jointly and severally mean and include their respective legal heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART;**

AND

Mr./Ms..... having **PAN** & **AADHAAR NO.....** & **MOBILE NO -**, son of, by nationality - Indian, by faith -, by occupation -....., aged about years residing at, hereinafter called and referred to as the **SECOND PARTY/ PURCHASER** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include her/ his legal heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART;**

AND

M/s CONCRETE GREENS INFRASTRUCTURE PRIVATE LIMITED, CIN U74900WB2013PTC196695, a company incorporated under the Companies Act, 2013, having its registered office at 17A, Shamsul Huda Road, Police Station- Karaya under Kolkata Municipal Corporation Ward No - 64, Kolkata - 700017, having **PAN AAFCC6158D**, represented by its authorized signatory **MOHAMMAD ALI AZHAR**, son of Mr. Mohammed Ali Anwar, [**Aadhar No. _____, PAN ADEPA0077C, DIN 00429695**, residing at

17, Elliott Road, Police Station- Park Street, Kolkata-700016], authorized by virtue of Board Resolution dated 4th January, 2021 hereinafter called and referred to as the **THIRD PARTY/DEVELOPER/ CONFIRMING PARTY** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include it's successors-in-office, executors, administrators, legal representatives, nominees and/or assigns) of the **THIRD PART**.

WHEREAS (1) Torfan Mondal, son of Late Rahaman Mondal, Revisional Settlement (RS) recorded owner and (2) Jiyad Ali Mondal, (3) Sakur Ali Mondal, (4) Monajat Ali Mondal, (5) Amiran Bibi, (6) Jaynab Bibi and (7) Saharan Bewa, all of them being legal heirs and successors of Late Erfan Mondal, the Revisional Settlement (RS) recorded owner, were the lawful Owners of a plot of 'Danga' land measuring 6 Cottahs more or less excluding the area of private passage and road, lying and situate at Mouza – Brahmapur , J.L. No. 48, Pargana – Magura, Touzi No. 60, R.S. No. 169, comprised in R.S. Dag No. 626, appertaining to R.S. Khatian No. 193, under Police Station – formerly Tollygunge, thereafter Regent Park at the time, at present within limits of the Calcutta Municipal Corporation Ward No. 111, in the District of 24-Parganas South.

AND WHEREAS one Anath Bandhu Halder, since deceased, had purchased the said plot of Danga land measuring 6 Cottahs more or less excluding the area of private passage and road, lying and situate at Mouza – Brahmapur , J.L. No. 48, Pargana – Magura, Touzi No. 60, R.S. No. 169, comprised in R.S. Dag No. 626, appertaining to R.S. Khatian No. 193, under Police Station – formerly Tollygunge, thereafter Regent Park at the time, at present within limits of the Calcutta Municipal Corporation Ward No. 111, in the District of 24-Parganas South (hereinafter referred to as the “said plot of land”) from the Revisional Settlement recorded Owners as named above in the foregoing paragraph by virtue of a registered Bengali Deed, which was registered in the office of Sub-Registrar at Alipore and recorded in Book No. – I, Volume No. – 96, Pages from 135 to 142, Deed No. 4233 for the year

1973 and thus the said Anath Bandhu Halder became fully seized and possessed of or otherwise well and sufficiently entitled to the said plot of land.

AND WHEREAS while in lawful possession of the said plot of land, the said Anath Bandhu Halder died intestate on 08.08.1977 leaving behind his surviving wife, Smt. Kanika Halder, four sons, namely, (1) Prabir Ch. Halder, (2) Pranab Ch. Halder, (3) Pratul Ch. Halder, (4) Pradyut Ch. Halder and two daughters, namely, (1) Sadhana Halder and (2) Aparna Ghosh, as his legal heirs and successors to inherit the said plot of land. That while in joint possession of the said plot of land, the said wife of Anath Bandhu Halder died on 29.11.1991, the elder son of Anath Bandhu Halder, Prabir Ch. Halder (being Bachelor) died on 11.11.1996 and the elder daughter of Anath Bandhu Halder, Sadhana Halder (being unmarried) died on 25.03.1988, all leaving behind (1) Pranab Ch. Halder, (2) Pratul Ch. Halder, (3) Pradyut Ch. Halder and (4) Aparna Ghosh as their only legal heirs and successors to inherit their respective shares in the said plot of land.

AND WHEREAS the then Owners (1) Pranab Ch. Halder, (2) Pratul Ch. Halder, (3) Pradyut Ch. Halder and (4) Smt. Aparna Ghosh jointly sold, transferred and conveyed the said plot of land measuring 6 Cottahs more or less (excluding the area of private passage and road) with other lands in Dag No. 626, Khatian No. 193, Mouza – Brahmapur, J.L. No. 48, P.S. – Regent Park, unto and in favour of (1) Sachchidananda Bijali son of Late Ramani Mohan Bijali, (2) Amitava Bijalai and (3) Arunava Bijali, both sons of Sachchidananda Bijali by virtue of a Registered Deed of Sale dated 19.08.1999, which was duly registered with the Office of the Additional District Sub-Registrar (ADSR), Alipore, South 24-Parganas, recorded in Book No. – I, Volume No. 99, Pages from 293 to 310, having Deed No. 2658 for the year 1999. That by way of the aforesaid registered Deed of Sale dated 19.08.1999, the aforesaid three Owners, being, (1) Sachchidananda Bijali son of Late Ramani Mohan Bijali, (2) Amitava Bijalai and (3) Arunava Bijali, both sons of Sachchidananda Bijali, each having 1/3rd (one-third) share,

were in peaceful and uninterrupted possession thereof having unfettered right, title and interest thereto and free from all encumbrances. That one Lalima Mukherjee had joint easement right over the private passage on the northern side of her plot with the aforementioned three Owners and subsequently by a Declaration dated 03.10.2000, the said Lalima Mukherjee vested all her easement rights over the passage on the basis of the negotiation between a local club, namely, Nabin Sangha, Smt. Lalima Mukherjee and the aforesaid three Owners on 23.08.2000.

AND WHEREAS that thereafter, the then joint Owners being, (1) Sachchidananda Bijali son of Late Ramani Mohan Bijali, (2) Amitava Bijalai and (3) Arunava Bijali, both sons of Sachchidananda Bijali, declared for absolute sale of the said plot of land measuring 6 Cottahs more or less being Lot No. 2, together with exclusive right to use the private passage adjacent to the said plot of land, excluding the road, situated in Dag no. 626, Khatian No. 193, under Mouza – Brahmapur, J.L. No. – 48, P.S. – Regent Park, in the District of South 24-Parganas, free from all encumbrances at a fixed price or consideration of Rs. 4,80,000/- (Rupees Four Lakhs Eighty Thousand) only. That the present Owners being (1) Rakesh Jaiswal, son of Basdeo Ram Shaw (Jaiswal), by faith – Hindu, by occupation – Business, (2) Smt. Sweta Jaiswal, wife of Sri Rakesh Jaiswal by faith – Hindu, by occupation – House wife and (3) Smt. Punam Jaiswal, wife of Ramesh Jaiswal, by faith – Hindu, by occupation – Housewife, all residing at 2, Dhiren Dhar Sarani, Muchipara, Kolkata – 700012, agreed to the said consideration value of Rs. 4,80,000/- (Rupees Four Lakhs Eighty Thousand) only and purchased the said plot of land measuring 6 Cottahs more or less being Lot No. 2, together with exclusive right to use the private passage adjacent to the said plot of land, excluding the road, situated in Dag no. 626, Khatian No. 193, under Mouza – Brahmapur, J.L. No. – 48, P.S. – Regent Park, in the District of South 24-Parganas, free from all encumbrances by virtue of an Indenture dated 20.10.2000 registered with the Office of the Additional District Sub-Registrar (ADSR), Alipore, South 24-

Parganas, recorded in Book No. – I, Volume No. 148, Pages from 145 to 160, having Deed No. I-160504007 for the year 2000.

AND WHEREAS the First Party/ Vendors herein, namely 1) Rakesh Jaiswal, 2) Sweta Jaiswal and 3) Punam Jaiswal, by virtue of the above mentioned Deed of Conveyance (Deed No-4007/2000) thus became the joint and absolute owners of **ALL THAT** the plot of Danga land measuring 6 Cottahs more or less, excluding the area of private passage and road, together with exclusive right to use the private passage adjacent to the said plot of land, excluding the road, lying and situate at Mouza- Brahmapur, J.L.No-48, Pargana- Magura, Touzi Collectorate No-60, R.S. No-169, comprised in R.S.Dag No-626 appertaining to R.S. Khatian Nos-193 under Police Station- Formerly Tollygunge, thereafter Regent Park, at present Bansdroni within the limits of the Kolkata Municipal Corporation (Ward No-111) in the District of 24 Parganas(S) and are fully seized and possessed of or otherwise well and sufficiently entitled to the aforementioned Land;

AND WHEREAS the said 1) Rakesh Jaiswal, 2) Sweta Jaiswal and 3) Punam Jaiswal, being the First Party herein, subsequently got their names mutated in the records of the Kolkata Municipal Corporation in respect of the said land being the Municipal Premises No-591, Rabindra Pally and the said premises has duly been assessed in the names of the said 1) Rakesh Jaiswal, 2) Sweta Jaiswal and 3) Punam Jaiswal by the Kolkata Municipal Corporation, being Assessee No- 31-111-18-0591-3 and being well and sufficiently entitled to the same have been in exclusive use and occupation of the same and exercising the same with all easement rights thereto by paying usual rents and taxes to the Appropriate Authority Concerned;

AND WHEREAS the First Party thus became the sole and absolute owner of **ALL THAT** Danga land measuring 6 Cottahs more or less excluding the area of private passage and road, together with exclusive right to use the private passage adjacent to the said plot of land, excluding the road, lying and situate at Mouza- Brahmapur, J.L.No-48, Pargana- Magura, Touzi

Collectorate No-60, R.S. No-169, comprised in R.S.Dag No-626 appertaining to R.S. Khatian Nos-193 under Police Station- Formerly Tollygunge, thereafter Regent Park, at present Bansdroni within the limits of the Kolkata Municipal Corporation (Ward No-111) in the District of 24 Parganas(S);

AND WHEREAS the First Party/Owner being desirous of developing the said above mentioned land measuring 6 Cottahs more or less property, entered into a registered 'Development Agreement' with the above named Third Party/ Developer, M/s Concrete Greens Infrastructure Private Limited (**Being Deed No-160505520 for the year 2017**) on mutual terms and conditions as contained therein.

AND WHEREAS the First Party/ Owners subsequently executed a 'Development Power of Attorney' in favour of the Third Party/ Developer, **M/s Concrete Greens Infrastructure Private Limited (PAN-AAFCC6158D)**, a Private Limited Company formed under The Companies Act of 1956, having it's registered office at 17A, Shamsul Huda Road, Police Station- Karaya, Post Office- Circus Avenue, Kolkata-700 017, represented by one of it's directors, **Mr. Mohammed Ali Azhar**, having **PAN-ADEPA0077C & AADHAAR NO-554499617338 & MOBILE NO-9831407826**, son of Late Mohammed Ali Anwar, by Nationality- Indian, by Faith- Islam, by Occupation- Business, residing at 17, Elliott Road, Police Station-Park Street, Kolkata-700 016, (**Being Deed No-160505521 for the year 2017**) empowering the Third Party/ Developer to develop the said above mentioned land measuring 6 Cottahs more or less with exclusive rights to sell, transfer, convey the 'Developer's Allocation' in terms of the registered Development Agreement, Being Deed No-160505520 for the year 2017.

AND WHEREAS the Vendors herein subsequently got their names mutated in the records of the Block Land & Land Reforms Office (ATM/Kasba unit) and obtained Mutation Certificates in their respective names.

AND WHEREAS since the said plot of land measuring 6 Cottahs more or less lying and situate at Mouza- Brahmapur, J.L.No-48, Pargana- Magura, Touzi Collectorate No-60, R.S. No-169, comprised in R.S.Dag No-626 appertaining to R.S. Khatian Nos-193 under Police Station- Formerly Tollygunge, thereafter Regent Park, at present Bansdroni within the limits of the Kolkata Municipal Corporation (Ward No-111) in the District of 24 Parganas (S), now known and numbered as K.M.C.Premises No-591, Rabindra Pally, was a 'DANGA' land, the Vendors herein through their constituted Attorney, Mr. Mohammed Ali Azhar, applied for "Conversion Certificate" in respect of each of their shares for converting the land to "BASTU" land and the Office of the Block Land & Land Reforms Officer, Additional Thakurpukur Metiaburuz, Conversion Certificate was pleased to grant the said "Conversion Certificate" in favour of Rakesh Jaiswal having Memo No. 17/500/Con Certificate/BLLRO/ATM/S24-Pgs./2020 dated 06.02.2020 corresponding to Case No. 458/2018 in respect of his share of 2 (Two) Cottahs in the said plot of land, in favour of Sweta Jaiswal having Memo No. 17/501/Con Certificate/BLLRO/ATM/S24-Pgs./2020 dated 06.02.2020 corresponding to Case No. 459/2018 in respect of her share of 2 (Two) Cottahs in the said plot of land and in favour of Punam Jaiswal having Memo No. 17/502/Con Certificate/BLLRO/ATM/S24-Pgs./2020 dated 06.02.2020 corresponding to Case No. 457/2018 in respect of her share of 2 Cottahs in the said plot of land falling within the Mouza – Brahmapur, having J.L. No. 48, L.R. Khatian No. 2988, L.R. Plot No. – 626 under Bansdroni Police Station. The aforementioned 'Bastu' land is more fully and particularly described in the **Schedule-"A"** hereunder.

AND WHEREAS by virtue of aforementioned Development Agreement & Development Power of Attorney, the Third Party herein, M/s Concrete Greens Infrastructure Private Limited in order to develop the **Schedule-"A"** Premises obtained a sanction plan from the Kolkata Municipal Corporation, being B.P.No-2020110273 dated 31.12.20 for construction of a G+IV storied residential building.

AND WHEREAS in order to clearly define and determine the respective allocations of the Owner & the Developer, the First Party & Third Party herein subsequently entered into a ‘Supplementary Development Agreement’ to specify and define their respective allocations. The said ‘Supplementary Development Agreement’ was duly registered with the Office of the Additional District Sub-Registrar (ADSR), Alipore, South 24-Parganas, recorded in Book No. – I, Volume No. 1605-2021, Pages from 25297 to 25325, having Deed No.160500528 for the year 2021.

AND WHEREAS the Third Party herein thereafter applied for and obtained “**WBREERA**” registration bearing No..... for the aforementioned proposed project named “**ELANZA GREENS**” under Section 3 of the West Bengal Housing Act 2017 from the Competent Authority of “**West Bengal Real Estate Regulatory Authority (WBREERA)**”.

AND WHEREAS the Developer subsequent to obtaining the ‘WBREERA’ registration, has commenced and completed construction of the sanctioned G+IV storied residential building having diverse units and specifications on Schedule-“A” Premises strictly in accordance to the sanctioned plan obtained from the Kolkata Municipal Corporation and in strict compliance to the rules and regulations framed under the West Bengal Housing Act 2017.

AND WHEREAS as per the Development Agreement and the Supplementary Development Agreement, the Developer has been allotted amongst other allocations, one flat on thefloor (.....side), Being Flat No-...., comprising of two bedrooms, one living cum dining hall cum kitchen, two toilets measuring more or less square feet carpet area and a balcony measuring more or less square feet carpet area with the right to park one medium size car on the ground floor as would be allotted by the Developer at “Elanza Greens”, lying and situate at being K.M.C. Premises No. 591, Rabindra Pally, Post Office- Brahmapur, Police Station- Banskroni, K.M.C. Ward No.111, Kolkata-700096, which the Developer desires to sell to

the intending Purchasers hereof, morefully and particularly described in **Schedule-“B”** hereunder.

AND WHEREAS the Developer has commenced and completed construction of the sanctioned G+V storied residential building having diverse units and specifications on the Schedule-“A” Premises and has obtained ‘Completion Certificate’ being No.dated-..... from the Kolkata Municipal Corporation.

AND WHEREAS after completion of construction of the saidG+IV storied residential building the Owners have been handed over their allocation complete in all respects in terms of the Development Agreement, Being No..... for the year 2017 and Supplementary Development Agreement, Being No..... for the year 2021 in accordance with the sanctioned building plan from the Kolkata Municipal Corporation.

AND WHEREAS the Developer desires to sell to the intending Purchaser(s) the above mentioned **ALL THAT** self contained one flat on the floor (.....side), being Flat No-....., comprising of two bedrooms, one living cum dining hall cum kitchen, two toilets, measuring more or less square feet carpet area and a balcony, measuring more or less square feet carpet area along with the right to park one medium size car on the ground floor at **“ELANZA GREENS”**, lying and situate at being K.M.C. Premises No. 591, Rabindra Pally, Post Office-Brahmapur, Police Station- Bansdroni, K.M.C. Ward No.111, Kolkata -700096, out of the Developer’s Allocation, as per the said Development Agreement, Being No..... for the year 2017and Supplementary Development Agreement, Being No..... for the year 2021.

AND WHEREAS the Purchaser(s), herein having come to know about such intention of the Developer to sell and the Purchaser(s) being interested to purchase the said flat as specified in the **Schedule- “B”**herein below, have already taken inspection of all the documents and the sanctioned plan of the building and have been fully satisfied with the right and interest of the

Developer in the land agreed to Purchase the said **One Flat being No., on theFLOOR (.....side) measuring a carpet area of square feet along with a balcony measuring a carpet area of square feet, Name of the Building: “ELANZA GREENS”**, comprising of two bedrooms, one living cum dining hall cum kitchen, two toilets and a balcony along with the right to park one medium size car on the ground floor of the said premises ALONG WITH undivided proportionate share and interest of the land TOGETHER WITH the common areas, passages, amenities and facilities of the said building comprised in Mouza- Brahmapur, J.L.No-48, Pargana- Magura, Touzi Collectorate No-60, R.S. No-169, comprised in R.S.Dag No-626 appertaining to R.S. Khatian Nos-193 under Police Station- Formerly Tollygunge, thereafter Regent Park, at present Bansdroni within the limits of the Kolkata Municipal Corporation (Ward No-111) in the District of 24 Parganas(S), now known and numbered as K.M.C. Premises No-591, Rabindra Pally, Post Office- Brahmapur, Kolkata-700096, more fully and particularly described in the **Schedule- “B”** hereunder written at or for a lump sum price of **Rs./- (RupeesOnly)** only free from all encumbrances.

AND WHEREAS the Purchasers/Second Party herein and Vendors herein subsequently entered into an ‘Agreement for Sale’ dated with the Developer as the Confirming Party, for sale of the said flat being Flat No., situated on the ,.....floor (.....side) comprising of two bedrooms, one living cum dining hall cum kitchen, two toilets measuring more or lessSq.Ft. carpet area and a balcony measuring more or lessSq.Ft. carpet area, in Mouza- Brahmapur, J.L.No-48, Pargana- Magura, Touzi Collectorate No-60, R.S. No-169, comprised in R.S.Dag No-626 appertaining to R.S. Khatian Nos-193 under Police Station- Formerly Tollygunge, thereafter Regent Park, at present Bansdroni within the limits of the Kolkata Municipal Corporation (Ward No-111) in the District of 24 Parganas(S), now known and numbered as K.M.C. Premises No-591, Rabindra Pally, Post Office- Brahmapur, Kolkata-700096 more fully and particularly described in the **Schedule - “B”** hereunder written.

AND WHEREAS the Purchaser/s has also made necessary searches in the Registration office, Courts and the Kolkata Municipal Corporation in respect of the title of the Owners/ Vendors of the said premises and he/she is fully satisfied with the title and has seen and inspected the Plan sanctioned by the Kolkata Municipal Corporation relating to the said Project and has fully satisfied himself/herself/themselves about the validity and all other aspects thereof and agrees and covenants not to raise any objection with regard thereto.

AND WHEREAS at the time of negotiation the OWNERS/VENDORS and the Developer do hereby assured, represented and covenant with the Purchaser/s as follows:-

- a. The OWNERS/VENDORS and the Developer are absolutely seized and possessed of and/or well and sufficiently entitled to the said flat and car parking space mentioned in the **SCHEDULE-B** hereunder.
- b. Save and except the OWNERS/VENDORS and the Developer, nobody else have any right, title, interest, claim and demand whatsoever or howsoever in respect of the said flat and car parking space.
- c. The OWNERS/VENDORS and the Developer have not sold, transferred, conveyed and/or executed any Agreement for Sale (save and except in favour of the Purchaser/s) in respect of the said flat and car parking space in favour of any third party.
- d. There is no legal bar or impediment restraining the OWNERS/VENDORS and the Developer from selling, transferring and/or dealing with disposing off the said flat and car parking space in any manner whatsoever.
- e. There is no case or suit pending before any competent court of law in respect of the said flat and car parking space.

- f. The said flat and car parking space is free from all encumbrances, charges, liens, lispendens, attachments, mortgage, power of attorney, trusts whatsoever or howsoever.
- g. The OWNERS/VENDORS have good, clear and marketable title in respect of the said flat and car parking space

h. Interpretation:

- i. **Number:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa.
- ii. **Headings:** The headings in this Deed are inserted for convenience only and shall be ignored in construing the provision of this Conveyance.
- iii. **Definitions:** Words and phrases have been defined in this Deed by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.

AND WHEREAS on or before execution of this Deed of Conveyance, the Purchaser/s has paid the entire consideration amount to the Developer and the Developer delivered possession of the said flat and car parking space to the Purchaser/s and the OWNERS/VENDORS and the Developer are hereby executing the Deed of Conveyance in respect of the said flat and car parking space including undivided impartible proportionate share of the land together with proportionate share in the common areas, portions, easement rights, facilities and amenities appurtenant thereto in favour of the Purchaser/s.

NOW THIS INDENTURE WITNESSETH THAT:-

In Pursuance of the Development Agreement and the Supplementary Development Agreement and the Agreement for Sale and by virtue of the Development Power of Attorney and in consideration of the sum of Rs./- (Rupees.....) only paid by the Purchasers to the Developer at or before the execution of these presents (the receipt whereof the Owners doth hereby and

as well as by the memo hereunder written admit and acknowledge) towards the construction costs of the Unit and the cost of the proportionate share of the land along with the common portions (proportionately) and of and from the payment of the same and every part thereof for ever release discharge and acquit the Purchasers and the said unit and the properties appurtenant thereto, the Vendor doth hereby sell, convey, transfer assign and assure unto the Purchasers **ALLTHAT** One Flat No....., on the**FLOOR** (.....side), comprising of two bed rooms, one living-cum-dining hall cum kitchen, two toilets measuring a carpet area of Sq.Ft and a balcony measuring a carpet area of Sq.Ft. Name of the Building: "Elanza Greens" with the right to park one medium size car on the ground floor **ALONGWITH** undivided proportionate share and interest of the land and the common amenities of the said building in Mouza- Brahmapur, J.L.No-48, Pargana- Magura, Touzi Collectorate No-60, R.S. No-169, comprised in R.S.Dag No- 626 appertaining to R.S. Khatian Nos-193 under Police Station- Formerly Tollygunge, thereafter Regent Park, at present Bansdroni within the limits of the Kolkata Municipal Corporation (Ward No-111) in the District of 24 Parganas(S), now known and numbered as K.M.C. Premises No-591, Rabindra Pally, Post Office- Brahmapur, Kolkata-700096 more fully described in the **SCHEDULE"B"** hereunder written and the OWNERS/VENDORS do hereby sell, grant, convey, transfer and the Developer doth hereby assign assure and confirm unto the Purchaser/s **ALL THAT** the said flat and car parking space morefully and particularly described in the **SCHEDULE-B** hereunder written of the said building together with the undivided proportionate impartible share and/or interest in the land comprised in the said premises morefully described in the **SCHEDULE-A** hereunder written **AND TOGETHER WITH** the specifications and the fixtures and fittings affixed in the said flat and together with the right to use the common areas, portions, facilities, amenities and installations in the said Building morefully described in the **SCHEDULE-C** hereunder written in common with the co-owner and/or occupiers of the other flats/units in the said Building (which is hereinafter collectively called **"THE SAID FLAT, CAR PARKING SPACE AND THE PROPERTIES**

APPURTENANT THERETO”) AND TOGETHER WITH all easements or quasi-easements or other stipulations or provisions for the beneficial use and enjoyment of the said flat and car parking space more fully described hereunder written subject to the terms, conditions, covenants and stipulations several restrictions morefully described hereunder written **AND FURTHER ALSO** subject to the Purchaser’s regularly and punctually paying the proportionate costs of maintenance charges and other expenses as mentioned the Purchaser’s covenant morefully described in the **SCHEDULE-D** hereunder written and the rights appurtenant thereto **AND** all the estate, right, title interest, profits, claim and demand whatsoever both at law and in equity of the Owner/ Vendor into and/or upon the said flat, car parking space and the properties appurtenant thereto together with undivided share in the land and the undivided proportionate share or interest in the common areas portions facilities and amenities appertaining thereto respectively and every part thereof and all deeds, documents, writings and evidences of title exclusively relating to or concerning to the said flat, car parking space and the properties appurtenant thereto **TOGETHERWITH** all boundary walls, yards, areas, sewers, drains, water, water courses, paths, passages, rights, lights, liberties, all manner of ancient and other lights appendages and appurtenances whatsoever thereunto belonging or in any wise appertaining thereto or that the same or any part thereof is usually held, used, occupied, enjoyed or accepted or reputed or known as part or parcel or member thereof or appurtenant thereto **AND** the reversion or reversions, remainder or remainders and together with the rights to receive realise and collect the rent, issues and profits arising there from **AND** all and every manner or other right, lights ,liberties, easements or quasi easements privileges and profits appendages and appurtenances whatsoever standing and being into and upon or belonging or in anywise appertaining to the said premises hereby conveyed in connection with the beneficial use and enjoyment of the said flat and car parking space and the properties appurtenant thereto **ANDALSOTOGETHERWITH** the free unfettered transferable and heritable right to have the unit and the common portions proportionately constructed and made habitable and tenable and to own use occupy and enjoy the same

as absolute owners thereof **AND** all deeds pattahs muniments writings and other evidences of the title whatsoever exclusively relating to the said Flat, car parking space and the rights & properties appurtenant thereto which now are or is or at any time or times hereafter shall or may be in the custody power or possession of the OWNERS/VENDORS or the Developer or any person or persons from whom they can or may procure the same without any action or suit at law or in equity **TOHAVE AND TO HOLD** the same and every part thereof and all other properties rights and benefits hereby sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchasers absolutely and forever free from all encumbrances such as prior sale, gifts, mortgage, litigation, disputes, stay orders, attachments, notifications, acquisitions, charges, liens, lispensens, sureties, securities, Benami ownership or any other registered or unregistered encumbrances which are in any way detrimental to the interest of the Purchasers.

1. **THAT** from the date of execution of this **SALEDEED** the **PURCHASERS** become the joint and absolute owners of the above mentioned flat and car parking space under sale and shall be at full liberty to use, enjoy and utilise the same for residential & parking purposes respectively and also have right, power, absolute authority and be fully competent to sell or dispose of the same to anyone in any lawful manner as they may deem fit and proper.

I. THE VENDOR & DEVELOPER DOTH HEREBY COVENANT WITH THE PURCHASERS as follows:-

- i. That notwithstanding any act deed matter or thing by the Vendor/Developer done or executed or knowingly suffered to the contrary, the Vendor/Developer is now lawfully and rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the Undivided share and all other properties benefits and right and each and every part thereof hereby sold,

conveyed, transferred, assigned and assured unto and to the Purchasers in the manner aforesaid for a perfect and indefeasible estate of inheritance without any manner or condition or other things whatsoever to alter, defect, encumber or make void the same.

AND THAT notwithstanding any such act deed matter or thing whatsoever done as aforesaid the Vendor/Developer now have good right, full power and absolute authority to sell, convey, transfer, assign and assure the undivided share and all other properties, benefits and rights hereby sold, conveyed, transferred assigned and assured unto and to the Purchasers in the manner aforesaid according to the true intent and meaning of these presents.

- ii. **AND THAT** it shall be lawful for the Purchaser(s) from time to time and at all times hereinafter to enter into and upon and peaceably and quietly hold, occupy, possess, use and enjoy the said flat and car parking space and the properties appurtenant thereto including the undivided share in the land and all other properties, benefits and rights hereby sold, conveyed, transferred assigned and assured or expressed or intended so to be unto and to the Purchasers in the manner aforesaid and to receive all rents, issues and profits thereof without any lawful hindrance, eviction, interruption, disturbances, claim and demand whatsoever from or by the Developer and/or Vendor or any person lawfully or equitably claiming any estate right title and interest whatsoever in the said flat and car parking space and the properties appurtenant thereto through or under or in trust for the Developer and/ or Vendor and free and clear and freely and clearly and absolutely acquitted exonerated and forever discharged or otherwise by the Owners/Vendors well and sufficiently saved defended kept harmless and indemnified or from and against all charges lispensens and encumbrances whatsoever made done executed or

knowingly suffered by the Owners/Vendors and thus the Purchasers become the absolute owners of the Schedule "B" flat with right to transfer, sell, mortgage, lease, gift, exchange or to let out the Schedule "B" property in part or in full.

- iii. **ANDTHAT** the said unit and the properties appurtenant thereto including the undivided share and all other properties benefits and rights hereby sold, transferred, conveyed, assigned and assured or expressed or intended so to be and each and every part thereof are now free from all claim, demands, encumbrances, liens, lispendens, attachments, leases, uses, debutters or trusts made or suffered by the Vendor and/ or Developer or any person having or lawfully claiming any estate or interest therein from under or in trust for the Vendor and/ or Developer.
- iv. **ANDTHAT** the Vendor shall indemnify and keep the Purchasers saved harmless and indemnified against all estates, charges, encumbrances, liens, attachments, uses, lispendens, debutters, trusts created or made by the Vendor or the Developer or any person lawfully or equitably or rightfully claim as aforesaid from the Vendor or the Developer and all claims, demand, actions and proceedings as may be occasioned by reason thereof.
- v. **AND FURTHER THAT** the Vendor and Developer and all persons having or lawfully or equitably claiming any estate right, title or interest whatsoever in the said flat car parking and the properties appurtenant thereto from through or under or in trust for the Owners/ Vendors shall and will from time to time and at all times hereafter at the request and at the costs of the Purchasers do make, acknowledge and execute or cause to be done,made, acknowledge and executed all such further and other acts, deeds, matters, things and assurances whatsoever for further better and more perfectly assuring the said flat, car parking space and the

properties appurtenant thereto and undivided share and all other properties, benefits and rights hereby sold, granted, transferred, conveyed, assigned and assured and every part thereof unto and to the use of the Purchasers in the manner aforesaid as shall or may be reasonably required by the Purchasers.

- vi. **ANDALSOTHAT** the Vendor & Developer have not at any time done or executed or knowingly suffered or been party or privy to any act deed matter or thing whereby the undivided share and all other properties, benefits and rights, hereby granted, sold, conveyed, transferred assigned and assured or expressed or intended so to be and every part thereof can or may be impeached encumbered or suffered in title.
- vii. That the Developer has duly completed the construction of the unit for and on behalf of the Purchasers wholly and the common portions for and on behalf of the co-owners proportionately and has since delivered vacant and habitable possession of the unit to the Purchasers.
- viii. That the consideration of Rs./- (Rupees.....) only towards costs of construction of the unit and the impartible proportionate share of land and the common portions (proportionately) and all amounts payable by the Purchasers to the Developer under the Agreement for Sale towards such payment of the consideration for sale of the undivided share and the costs of the construction of the Unit and the common portions proportionately has been fully paid and the Developer has no claim/s towards the same from the Purchasers (Subject to realization of cheques).
- ix. That the Developer now has no right title or interest of any nature whatsoever in the said unit more fully and particularly described in the Schedule "B" hereunder written.

- x. That the Developer doth hereby confirms that the sale made by the Vendor in favour of the Purchasers by these presents out of the Developer's Allocation in terms of the Development Agreement, Being No..... for the year 2017 and Supplementary Development Agreement, Being No..... for the year 2021.

- xi. Until the works relating to common purposes be not transferred to the co-owners, the Developer shall manage and maintain the common portion and do other acts relating to common purposes by itself or through its nominee or nominees in the proper and decent manner and upon such handing over the maintenance of the common portion & other acts relating to common purposes shall be the responsibility of the co-owners (including the Purchasers).

- xii. That the Owners/Vendors and the Developer shall and will unless prevented by fire or other irresistible accident from time to time and at all times hereafter upon every reasonably request and at the cost of the Purchaser produce or cause to be produced before the Purchaser or any Court , Tribunal, Board, Authority or Firm for inspection or otherwise as occasion shall require the Deeds and Writings in connection with the said land so long as the same shall remain with the Owner/Vendor and shall also at the like request and costs deliver to the Purchaser such attested or other copies of or extracts there from as the Purchaser may require and shall and will in the meantime unless prevented as aforesaid keep the said deeds and writings safe whole unobliterated and uncanceled.

- xiii. That the Owners/Vendors hereby further declare that they have no right, title and interest whatsoever in the said flat and car parking space and the properties appurtenants thereto.

- xiv. That the Owners/Vendors have not done and/or shall not do anything or make any grant or term whereby the right of the Purchaser /s here under granted may be prejudicially affected and shall make do all such acts, deeds and things as may be necessary to assure the rights available to the Purchaser/s.
- xv. That the Purchaser/s shall have exclusive and free right to sell, lease, gift, mortgage, transfer and/or assigns the said flat and car parking space and the properties appurtenants thereto in any manner whatsoever.
- xvi. That the Owners/Vendors and the Developer shall help and assist the Purchaser/s in mutating his/her /their name/s in the assessment records of the Kolkata Municipal Corporation and other authorities in respect of the said flat and car parking space .
- xvii. That the Developer has paid the outstanding taxes and maintenance charges in respect of the flat and car parking space till execution and registration of the Deed of Conveyance.
- xviii. That the Owner/Vendor and the Developer shall duly fulfil and perform all its obligations and covenants elsewhere and herein expressly contained.
- xix. The Developer has agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer relating to such development in the said Flat is brought to the notice of the Developer within a period of 5 (five) years by the Purchaser(s) from the date of completion certificate or handing over possession whichever is earlier, it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days, and in

the event of Developer's failure to rectify such defects within such time, the aggrieved Purchaser(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act. **PROVIDED THAT** the obligation or liability of the Developer shall not arise if the defect has arisen owing to act or omission of the Purchaser(s) or Association of Purchaser and/or any other persons **OR** in case the Purchaser, without first notifying the Developer and without giving to the Developer the opportunity to inspect assess and determining the nature of such defect, alter the state and condition of such defect or if the related annual maintenance contracts and other licenses are not validly maintained, then the Developer shall be relieved of its obligations contained herein and the Purchaser(s) shall not be entitled to any cost or compensation in respect thereof.

AND THE PURCHASERS DOTH HEREBY COVENANT WITH THE VENDOR & DEVELOPER as follows:-

- i. That the Purchasers shall never claim partition of the undivided share and the same shall always remain impartible.
- ii. That apart from the said unit and the properties appurtenant thereto, the Purchasers shall not have nor shall claim any right title or interest of any nature whatsoever in any other part or parts of the building and the land save and except to the right to use the common portions in common with the co-owners and the allotted car parking space as mentioned in the aforesaid Agreement for Sale. It is pertinent to mention that the Purchasers shall have no right in the area being the covered area on the ground floor, save and except the entrance lobby, ground floor staircase, lift and ground floor landing. The Purchasers firmly affirm that they shall have no right or claim on the aforesaid ground floor covered area and the Developer shall be at liberty to dispose off and/ or deal

with the same in any manner that the Developer may deem fit and proper.

- iii. The Purchasers shall observe fulfill and perform all the rules and regulations as may be framed for the beneficial use and enjoyment of the unit and for the common purposes by the Developer and/ or the Co-owners.
- iv. To co-operate with the Developer and the co-owners in the acts relating to common purposes.
- v. The Developer /maintenance agency/association of Purchaser(s) shall have rights of unrestricted access of all Common Areas and parking spaces for providing necessary maintenance services and the Purchaser/s agrees to permit the association of Purchaser(s) and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.
- vi.
- vii. To pay proportionate share of the common expenses regularly and punctually. The proportion of the expenses and other liabilities mentioned would mean the proportion which the total built up area on the said land bears to the built up area of the said flat hereby transferred.
- viii. To pay regularly and punctually all outgoing and the revenue rates and taxes in respect of the said Unit and the proportionate impartible share in land and the common portions proportionately from the date of execution of these presents.

- ix. To pay regularly and punctually for all charges for the electricity consumed in the said unit wholly and the common parts proportionately.
- x. To keep and maintain the Unit, periphery walls, partition walls, sewers, drains pipes and appurtenances within the unit in a good state of repair and condition.
- xi. Not to use the unit or permit use of the same for any other purpose other than for residential purposes.
- xii. Not to store in the Unit any goods of hazardous or combustible nature or which are heavy as to affect the construction or the structure of the said building or any part thereof save as may be required for normal residential purposes.
- xiii. Not to do anything in the said unit which may cause or tend to cause damage to any flooring or ceiling or any unit over or below or adjacent to the said unit or in any manner interfere with the use and enjoyment thereof or any open space passage, stairs, landings or other amenities available for common use.
- xiv. Not to demolish the Unit or any part thereof nor at any moment make or cause to be made additions or alterations of whatsoever nature to the said unit or any part thereof which may cause inconvenience to the co-owners and contradictory to the sanctioned plan.
- xv. Not to change the outer elevation of the building or decorate the exterior of the Unit otherwise that in the manner similar to which the same is at presently decorated.

- xvi. The Purchasers will also not carry out any structural repairs or modifications to the said building which will cause any damage to the said flat externally or internally unless such repairs or modifications are absolutely necessary for the maintenance of the said flat and/or building and is not in violation of any then prevailing statutory laws.
- xvii. All payments to be made by the Purchasers as mentioned above shall be made from time to time as and when the same becomes payable.
- xviii. The Purchasers shall have the right to park one medium sized car on the ground floor of the said premises as would be allotted by the Developer. That after registration of the flat in favour of the Purchasers, the Purchasers and/or other flat owners will form a SOCIETY/ASSOCIATION for the said building. The Developer may also extend the Project in contiguous land in future wherein all the provisions of common facilities such as roads, gates, drainage, ingress and egress, sewerage, underground reservoir, pumps, club, gym, community hall, playgrounds and other amenities shall all be part of a common integrated development and some amenities and facilities may for the sake of convenience be relocated on such extended area and the Purchaser/s shall not have any objection to it.
- xix. The right of the Purchaser/s shall remain restricted to his/her/their respective Flat, car parking space and the properties appurtenant thereto and the Purchaser/s shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other flats /units or space and/or any other portions of the Project.

- xx. The Purchaser/s shall, after taking possession, be solely responsible to maintain the Apartment at his/her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said flat and keep the said flat, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- xxi. The Purchaser/s further undertakes, assures and guarantees that he/she/they would not put any sign-board / nameplate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchaser(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser shall not store any hazardous or combustible goods in the said Flat or place any heavy material in the common passages or staircase of the Building. The Purchaser/s shall also not remove any wall including the outer and load bearing wall of the said Flat.
- xxii. After taking possession of the said Flat the Purchaser/s shall pay followings:-
- Establishment and all other capital and operational expenses of the Association
 - All charges and deposits for supplies of common utilities

- All charges for the electricity consumed for the operation of the common machinery and equipment and lighting. Cost of operating the fire fighting equipments and personnel, if any
- All expenses for insuring the New Building and/or the common portions, inter alia, against earthquake, fire, mob violence, damages, Civil commotion etc. All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-constructing, lighting and renovating the common portions, including the exterior or interior (but not in side any Flat) walls of the New Building/s. All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including lifts, pumps, generator, water treatment plant if any, Firefighting equipment, CCTV, EPABX etc. and other common installations including their AMC, license fees, taxes and other levies (if any) and all the lights of the common area
- Municipal tax, multistoried building tax, water tax and other levies in respect of the New Building/s save those separately assessed for the said flat/unit of Purchaser.
- Creation of sinking funds for replacement, renovation and other periodic expenses of equipments
- The salaries of and all other expenses of the staffs to be employed for the common purposes, viz. Manager, Clerks, Security personnel, Housekeeping Staff, Plumbers, electricians, Gardener etc. including perquisites, Bonus and other emoluments and benefits
- All the fees and charges payable to the agency, if appointed for the looking after the maintenance services including all the statutory taxes
- Co-operate in the management and maintenance of the said project **“ELANZA GREENS”**

- Observe, comply and abide by the rules framed from time to time by the Developer and subsequently by the Association, after the same is formed, for the beneficial common use and enjoyment of the common areas, amenities and facilities provided in the said project
- Pay and bear the proportionate share of the expenses to be incurred in common to the Developer, until formation of the Association including the GST as would be applicable.
- The Purchaser/s shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Purchaser/s shall be liable to pay interest @ 2% per month on the due amounts and if such default shall continue for a period of three months then and in that event the Purchaser/s shall not be entitled to avail of any of the facilities, amenities and utilities provided in the said project and the Developer /Association as the case may be, shall be entitled to take the following measures and the Purchaser/s hereby consents to the same:
 - i) To discontinue the supply of electricity to the “Said Flat”
 - ii) To disconnect the water supply.
 - iii) Not to allow the usage of lifts, either by Purchaser/s, his/her/their family members, domestic help and visitors.
 - iv) To discontinue the facility of DG Power back-up, if any.
 - v) To discontinue the usage of all amenities and facilities provided in the said project **‘ELANZA GREENS’** to the Purchaser/s and his/her/their family members/guests

The discontinuation of aforesaid services and facilities shall not be restored until such time the Purchaser/s have made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Developer/Association to realize the due amount from the Purchaser/s

xxiii. Use all path, passages, and staircases for the purpose of ingress and egress and for no other purpose whatsoever, unless permitted by Developer or the Association, upon formation, in writing.

xxiv. Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common area, save at the provisions made thereof.

xxv. Not do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other flats/units in the New Building and/or the adjoining building/s.

xxvi. Not to place or cause to be placed any article or object in the common area.

xxvii. Not to injure, harm or damage the Common Area or any other flats/units in the New Building by making any alterations or withdrawing any support or otherwise.

xxviii. Not to park any vehicle 2/4-wheeler, in the said project, unless the facility to park the same is obtained and/or acquired by Purchaser/s.

xxix. Not to make any addition, alteration in the structure of the building, internally within the flat or externally within the project, and shall not change the location and/or design of the window and balcony grills (provided by the Developer) and also shall not

change the colour of the balcony/veranda, which is part of the outside colour scheme of the building/elevation, duly approved and finalized by the architect of the project.

xxx. Not to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other Owners/Vendors and/or occupiers of the said Project.

xxxi. Not to keep in the said Flat any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Flat and/or any other Flat in the said project.

xxxii. Not to close or permit the closing of verandas or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandas, lounges or any external walls or the fences of external doors and windows including grills of the said Flat which in the opinion of the Developer / Society / Association differs from the colour scheme of the building or deviation or which in the opinion of the Developer/ Society / Association may affect the elevation in respect of the exterior walls of the said building.

xxxiii. Not to use the said Flat or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owners/Vendors and occupiers of the neighbouring premises or for any illegal or immoral purpose or as a Boarding

House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutcha or pucca construction grided wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.

xxxiv. Not to use the car parking space, if allotted or permit the same to be used for any other purpose whatsoever other than parking of his/her /their own car/cars.

xxxv. Not to let out or part with possession of the Car/Two-wheeler(s) Parking Space excepting as a whole with the said Flat to anyone else or excepting to a person who owns a Flat in the building and the Purchaser/s will give an undertaking and sign a document of adherence that the Car Parking space will be used only for the parking of cars.

xxxvi. To ensure that all interior work of furniture, fixtures and furbishing of the said flat, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other Co-Purchaser(s).

xxxvii. The Purchaser/s hereby undertakes that if he/she/they transfers the said Flat, car parking space and the properties appurtenant thereto to any other person, firm and company, such transferee shall observe and follow all the terms and conditions and Rules and Regulations made by the Developer/ Association of the Project and observed and performed by the Purchaser in

respect of the said Flat, car parking space and the properties appurtenant thereto.

SCHEDULE “A” PROPERTY

(L A N D)

ALL THAT piece and parcel of ‘Bastu’ land measuring 6 Cottahs more or less excluding the area of private passage and road lying and situate at Mouza - Brahmapur, J.L.No-48, Pargana- Magura, Touzi Collectorate No-60, R.S. No-169, comprised in R.S.Dag No-626 appertaining to R.S. Khatian Nos-193 under Police Station- Formerly Tollygunge, thereafter Regent Park, at present Bansdroni within the limits of the Kolkata Municipal Corporation (Ward No-111) in the District of 24 Parganas(S), now known and numbered as K.M.C. Premises No-591, Rabindra Pally, Kolkata-700 096, which is butted and bounded as follows:

- ON THE NORTH** : By Part of R.S. Dag No-625/1238
ON THE SOUTH : By 10’-0” wide private passage
ON THE EAST : By Part of R.S. Dag No-631, 635
ON THE WEST : By 15’-0” wide K.M.C. Black top road

SCHEDULE ‘B’ PROPERTY

(FLAT AND CAR PARKING SPACE)

ALL THAT one self contained flat measuring more or less **square feet** carpet area and balcony measuring more or lesscarpet area, being **Flat No-.....**, situated on the**floor (.....side)**, **comprising of two bedrooms, one living cum dining hall cum kitchen, two toilets and one balcony** along with right to park one medium size four-wheeler car on the ground floor at the said building together with the proportionate share of land and with all easement and appurtenances thereto being **K.M.C. Premises No. 591, Rabindra Pally, Police Station – Bansdroni, Post Office- Brahmapur, under the Kolkata Municipal Corporation, Ward No. 111, Kolkata-700096**, which is butted and bounded as follows :

ONTHENORTH: By

ONTHE SOUTH : By

ONTHEEAST: By

ONTHEWEST : By

SCHEDULE – “C” (COMMON PORTIONS)

1. The land comprised in the premises but excluding those reserved or marked by the Developer for his exclusive use occupation and enjoyment.
2. But such common portions shall not include any open and/or covered spaces appertaining to any unit or otherwise and/or all areas or parts of the buildings save those required for ingress and egress to and from the unit respectively.
3. Only general lighting of the common portions shall be provided.
4. Water and sewerage evacuation pipes from the units to drains and sewers common to the building.
5. Roof of the building including all construction including parapet walls and/or installation there at.
6. Overhead tank, semi-underground water reservoir.
7. Stair Case and lift shaft on all the floors.
8. Stair Case landings and lift landings on all floors including ground floor.
9. Submersible water Pump, Water Pipes and other plumbing installations including pump-room and common toilet on the ground floor.
10. Electrical wiring, meters and other electrical installations and fittings (excluding those as are installed for any particular unit)
11. Drainage and Sewerage lines, pits, chlorine tank.
12. Boundary walls and main gates.
13. Parapet walls, stair-head room.
14. Mandatory open spaces on the four sides of the building.

15. Footpath, surroundings open space and entrance gate.
16. Lift.
17. Lift Machine Room.

SCHEDULE - "D"

(COMMON EXPENSES)

1. All costs of maintenance, operating, re-decorating and lighting the common portions including the outer walls of the building, boundary walls, the expenses to be fixed on the basis of size of the flat.
2. The salaries and other expenses for all persons employed for the common purposes.
3. Expenses and deposits for supplies of common utilities to the co-owners.
4. Municipal and other rates, taxes & levies and all other outgoings save those separately assessed or incurred in respect of any unit.
5. Litigation expenses incurred for the common purposes, if any.
6. Office expenses incurred for maintaining the office for the common purposes.
7. The common expenses of maintaining, repairing, re-decorating and renewing the main structure and in particular the drainage system, sewerage system, rain water discharge arrangement, water and electricity supply system to all common areas of the building.
8. The common expenses of repairing, maintaining, white washing and color washing the main structure and outer walls and common areas of the building.
9. The proportionate costs of maintaining, cleaning and lighting the entrance of the building lobby, staircase and other common areas and proportionate electricity charges for operating pump, lift and other common electrical installations and fixtures.

10. Municipal taxes, water taxes, and outgoings whatsoever as may be applicable and / or payable on account of the said premises from the date of Registration proportionately.
11. Such other expenses, as may be necessary for or incidental to the maintenance and upkeep of the premises and the common areas and amenities provided by the Developer in the proposed building.
12. All other expenses and outgoings as are deemed by the Developer and/or the Society/Association to be necessary as identical for the common purpose including for creating a fund for replacement, renovation, painting and/or periodic repairing of the common portions after handing over the flat to the intending purchaser.

IN WITNESS WHEREOF the parties hereto have executed and delivered these presents on the day month and year first above written.

**EXECUTED AND DELIVERED BY THE
PARTIES AT KOLKATA IN THE
PRESENCE OF:-**

1

.....

VENDOR

.....

PURCHASERS

2.

.....

DEVELOPER

Drafted by :-

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser,, a total sum of **Rs..... /- (Rs.Only)** towards full and final payment of the consideration money of the Schedule “B” property mentioned in these presents in favor of **M/s Concrete Greens Infrastructure Pvt Ltd / Developer** as per memo below:-

Received by:

For Concrete Greens Infrastructure Pvt Ltd

(Mohammed Ali Azhar)

Director

Witnesses: