

## CONVEYANCE DEED

**THIS INDENTURE** made this \_\_\_\_ day of \_\_\_\_\_ Two Thousand \_\_\_\_\_

### **By and Between**

[1] Lumex Vinimay (P) Ltd. (CIN: U74120WB2010PTC147695 and PAN: AABCL7771P) [2] Marvellous Dealers (P) Ltd. (CIN: U74900WB2010PTC147698 and PAN: AAGCM5132L) [3] Mesmeric Vanijya (P) Ltd. (CIN: U74900WB2010PTC147700 and PAN: AAGCM5126N) [4] Sterling Advisors (P) Ltd. (CIN: U93030WB2010PTC147702 and PAN: AAOC52041J) [5] Gladys Vincom (P) Ltd. (CIN: U74900WB2010PTC147704 and PAN: AADCG7838E) [6] Cairo Commercial (P) Ltd. (CIN: U74900WB2010PTC147718 and PAN: AADCC9620J) [7] Nandika Distributors (P) Ltd. (CIN: U74900WB2010PTC147706 and PAN: AADCN2776Q) [8] Goldenrod Tieup (P) Ltd. (CIN: U74120WB2010PTC147707 and PAN: AADCG7837M) [9] Trumpet Commosale (P) Ltd. (CIN: U74900WB2010PTC147709 and PAN: AADCT4486F) [10] Dahlia Tradecom (P) Ltd. (CIN: U74900WB2010PTC147261 and PAN: AADCD4320Q) [11] Conway Consultants (P) Ltd. (CIN: U74120WB2010PTC147288 and PAN: AADCC9629B) [12] Alton Vanijya (P) Ltd. (CIN: U74900WB2010PTC147710 and PAN: AAICA4469J) [13] Telstar Tradelink (P) Ltd. (CIN: U74900WB2010PTC147711 and PAN: AADCT4487E) [14] Shrivalli Dealtrade (P) Ltd. (CIN: U74900WB2010PTC147713 and PAN: AAOC52042M) [15] Cornet Vincom (P) Ltd. (CIN: U74900WB2010PTC147716 and PAN: AADCC9621K) [16] Zenom Marketing (P) Ltd. (CIN: U51909WB1995PTC074010 and PAN: AAACZ1567G) [17] Zenom Merchandise (P) Ltd. (CIN: U51909WB1995PTC074009 and PAN: AAACZ1129J) [18] Prest Merchants (P) Ltd. (CIN: U51909WB1995PTC074011 and PAN: AABCP9957D) [19] Blackpool Distributors (P) Ltd. (CIN: U51909WB2004PTC099917 and PAN: AACCB5038Q) [20] Step Forward Commerce (P) Ltd. (CIN: U51909WB1997PTC085291 and PAN: AAGCS5222H) [21] Empro Commerce (P) Ltd. (CIN: U51909WB1996PTC076982 and PAN: AAACE5893Q) [22] Vighness Commodeal (P) Ltd. (CIN: U51909WB1995PTC070139 and PAN: AAACV9160B), all are companies incorporated under the provisions of the Companies Act, 1956, all having its registered office at Yamunotri Apartment, Flat A B, 1st Floor, Tegharia/Kaikhali, Panchwati Complex, VIP Road, Police Station Baguiati, Kolkata - 700052, hereinafter referred to as the "**Owners**" represented by its authorized signatory Sri \_\_\_\_\_ (Aadhar no. \_\_\_\_\_) (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and assignees) of the **FIRST PART** ;

### **AND**

**Shriji Innovations LLP** (PAN: AEQFS7107E), a Limited Liability Partnership Firm incorporated under Limited Liability Partnership Act, 2008 and having its office at Yamunotri Apartment, Flat A B, 1st Floor, Kaikhali, Panchwati Complex, VIP Road, Police Station - Baguiati, Kolkata -700052, hereinafter referred to as the "**Promoter/Developer**" represented by its authorized signatory Sri \_\_\_\_\_ (Aadhar no. \_\_\_\_\_) (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and assignees) of the **SECOND PART**;

### **AND**

\_\_\_\_\_, (CIN no. \_\_\_\_\_) a company

incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized signatory, \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) duly authorized *vide* board resolution dated \_\_\_\_\_, hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) of the **THIRD PART;**

[OR]

[If the Allottee is a Partnership]

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) authorized *vide* \_\_\_\_\_, hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **THIRD PART;**

[OR]

[If the Allottee is an Individual]

Mr. / Ms. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter called the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART;**

[OR]

[If the Allottee is a HUF]

Mr. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son of \_\_\_\_\_ aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business / residence at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART;**

**WHEREAS:**

**A) [a]** The Owners purchased ALL THAT the piece and parcel of land measuring 3.4517 acres (equivalent to 13996.65 sq.m) more or less together with structures standing thereon situated in Mouza Dakshindari, J.L. No. 25, R.S. No. 6, G.D. No. 1, Sub-Division No. 6, Touzi No. 1298/2833,

Parganas - Panchannagram, comprising of R.S. Dag nos. 1166, 1168, 1169, 1170, 1171, 1172, 1173, 1171/4601 & 1166/4600 under R.S. Khatian Nos. 730, 731, 732, 733, 758, 759, 760, 761 being Municipal Holding No. 116 (Old No. 71A) Dakhindari Road, Kolkata – 700 048, under South Dum Dum Municipality, Ward no. 33, Sub-Registry Office Bidhannagar, Police Station - Lake Town in the district of North 24 Parganas by virtue of 3 Nos. of Deed of Conveyance registered before the DSR-II, Barasat, North 24 Parganas being (a) dated 11/6/2010, Deed No.6045 of 2010 recorded in Book no.1, CD Volume no. 21, pages 3674 to 3692, (b) dated 11/6/2010, Deed No.6046 of 2010 recorded in Book no. 1, CD Volume no. 21 pages 3645 to 3673 & (c) dated 20/12/2011, Deed no. 16825 of 2011 recorded in Book no.1, CD Volume no. 57, pages 344 to 366 respectively and since then have become absolute owners of the said Purchased Land (hereinafter referred to as the **“LAND AS PER DEED/PURCHASED LAND”** and morefully mentioned and described in the **Part – I** of the **FIRST SCHEDULE** hereunder written. .

**[b]** That out of the aforesaid purchased Land area of 13996.65 sq.m the Owners decided to come-up with a Housing project on 13973.61 sq.m. more or less land area, (hereinafter referred to as the **“LARGER PROPERTY”** and morefully mentioned and described in the **Part – II** of the **FIRST SCHEDULE** hereunder written.

**[c]** For better Socio-economic environment of the area, South Dum Dum Municipality had approached and requested the owners to plan & develop the said Complex in such a manner that for the benefit of the Local people a playground & Water Tank situated in the South-east corner of the said Larger property can be given for their use and the Municipality shall allow the benefit of FAR of the said gifted land in the remaining project land of the Owners, accordingly, by a Deed of Gift executed and registered on dated 15/1/2018 in the office of the Additional Registrar of Assurances - IV, Kolkata, being Deed no. 190400585, for the year 2018, the Owners herein, out of the said Larger property, gifted to South Dum Dum Municipality **ALL THAT** the piece and parcel of land measuring 3620.40 sq. meters with Pond equivalent to 54 Cottahs 2 chittacks more or less (i.e. Land measuring 31 Cottahs 7 Chittacks and Pond measuring 22 Cottahs 11 Chittack) comprised in and situated at Mouza Dakshindari, J.L. No.25, R.S. No.6, G.D. No.1, Sub-Division No.6, Touzi No.1298/2833, Parganas-Panchannagram, comprising of entire R.S. Dag Nos. 1168 (Pond) & 1171 (Portion) under R.S. Khatian Nos. 731, 732, 758, 760, 761 (Modified Khatian nos. 739, 740, 741, 742, 743, 744, 745, 746, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 555, 557, 558, 537 & 538) New Khatian no. 790 (Modified) being portion of Municipal Holding No.116 (Old No.71A) Dakhindari Road, Kolkata – 700048, under South Dum Dum Municipality, Sub-Registry Office Bidhan Nagar, Police Station Lake Town in the district of North 24 Parganas morefully mentioned and described in the **Part – III** of the **FIRST SCHEDULE** hereunder written.

**[d]** For the purpose of widening of the existing municipal road in front of the said Larger property, by a Deed of Gift dated 15/1/2018 registered before the Additional Registrar of Assurances - IV, Kolkata recorded in Book no. 1 Volume no. 1904-2018 pages 41476 to 41529 being Deed no. 190400584 for the year 2018, the Owners herein, out of the Larger property, gifted to South Dum Dum Municipality **ALL THAT** the piece and parcel of land totaling to 77.78 sq. meters (837 sft.) more or less comprised in and situated at Mouza – Dakshindari, J.L. No.25, R.S. No.6, G.D No.1, Sub-Division No.6, Touzi No.1298/2833, Parganas Panchannagram, comprising of R.S. Dag No.1166 (Portion) under R.S. Khatian Nos.730, 731, 732, 758, 760, 761 (Modified Khatian Nos.739, 740, 741,

742, 743, 744, 745, 746, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 555, 557, 558, 537 & 538) being portion of Municipal Holding No.116 (Old No.71A), Dakshindari Road, Kolkata – 700048, under South Dum Dum Municipality, Sub-Registry Office Bidhannagar, P.O. – Dakshindari, Police Station - Lake Town in the District of North 24-Parganas more fully mentioned and described in the **Part – IV** of the **FIRST SCHEDULE** hereunder written.

[e] After giving gift of a portion of the larger property, as aforesaid, the Owners are left with Net remaining land area measuring 10275.43 sq.m. equivalent to 153 cotthas 8 chittacks and 29 sft. more or less together with structures comprised in and situated at Mouza Dakshindari, J.L. No. 25, R.S. No. 6, G.D. No. 1, Sub-Division No. 6, Touzi No. 1298/2833, Parganas - Panchannagram, comprising of R.S. & L.R. Dag nos. 1166, 1169, 1170, 1171 (part), 1172, 1173 and 1171/4601 under R.S. Khatian Nos. 730, 731, 732, 733, 758, 759, 760, 761, L.R. Khatian nos. 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 434, 435, 436, 437, 438, 440, 442 & 1185 being Municipal Holding No. 116 (Old No. 71A) Dakshindari Road, Kolkata – 700 048, under South Dum Dum Municipality, Sub-Registry Office Bidhan Nagar, Police Station Lake Town in the district of North 24 Parganas, hereinafter referred to as “**the said Entire Housing Complex**” and morefully mentioned and described in the **Part – V** of the **FIRST SCHEDULE** hereunder written.

**B)** The said owners’ contemplated development of their land by construction of a Residential Project in a phase-wise manner and for that purpose had entered into a Development Agreement dated 27<sup>th</sup> Febraury, 2022 appointing M/s. SHRIJI INNOVATIONS LLP, the Promoter named herein as the Developer of the project.

**C)** The Promoter has earmarked for construction of one separate Commercial cum residual building on land parcel measuring 368.29 sq.mtr. out of the ‘Said entire housing complex’ morefully mentioned in the **Part-VI** of the **Schedule-A** hereinafter referred to as the ‘**the said Phase-I Land**’ and is named “**Ganapati Apartments**”, **AND**, has earmarked for construction of 2 (two) Towers having common basement, ground, podium and separate Two towers above podium level on land parcel measuring 9907.14 sq. mtr. out of the ‘Said entire housing complex’ morefully mentioned in the **Part-VII** of the **Schedule-A** hereinafter referred to as the ‘**the said Phase-II Land**’ and is named “CELLESTA” .

**D)** All The Facilities and Amenities, roadways, internal pathways, infrastructure etc. of both the Phases are separate irrespective of their location in any of the phase and will not mutually shared between Allottees of both the Phases.

**E)** The Promoter obtained a Building Plan No. 809 dated 6/10/2023 sanctioned by the SOUTH DUM DUM MUNICIPALITY.

**F)** The promoter has registered the project under the provision of the West Bengal \_\_\_\_\_ at Kolkata on..... under registration no.....;

**G)** The Promoter has since completed the construction of Building Block No.-----/ Entire Phase or Project and obtained Completion Certificate No. \_\_\_\_\_ dated \_\_\_\_\_ from the Competent Authority.

Pursuant to Expression of Interest by the Allottee dated ----- for allotment of a Unit in **Phase-I** of the Housing complex, the Promoter granted allotment by a Provisional Booking Letter dated \_\_\_\_\_ was issued to the allottee and Thereafter by an Agreement for Sale dated \_\_\_\_\_ executed by and between the Owners/Vendors of the First Part, the Promoter of the Second Part and the Allottee of the Third Part, and registered in the Office of the \_\_\_\_\_ and recorded in Book No.\_\_\_\_, Volume No.\_\_\_\_\_, Pages \_\_\_\_\_ to \_\_\_\_\_ Being No.\_\_\_\_\_ for the year \_\_\_\_\_, the Owners and the Promoter had agreed to sell and the Purchaser had agreed to purchase ALL THAT the **Apartment** being **Unit No. \_\_\_\_\_ on the \_\_\_\_\_ floor of** the building known as **“Ganapati Apartments”** the situation whereof is shown in the plan annexed hereto and bordered in ‘Red’, in **Phase – I** measuring \_\_\_\_\_sq. Ft. **Carpet Area** (excluding Balcony/Verandah/Open Terrace) **plus** the areas of **exclusive balcony/Verandah area** being \_\_\_\_\_sq.ft. i.e. the **total chargeable area being \_\_\_\_\_ sft.** be the same a little more or less (with pro rata share in the “common areas” (user right only since Common Area will be under Association) common parts, portions, facilities and amenities **TOGETHER WITH** the right to use \_\_\_\_\_ Covered (Dependent/Independent) **Car Parking Space / Mechanical Parking Space** (Dependent/Independent), if any, more fully and particularly described in the **SECOND SCHEDULE** hereunder written (hereinafter referred to as the **SAID APARTMENT/UNIT AND THE PROPERTIES APPURTENANT THERETO**) at or for a consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).**

**H)** The Owners and the Promoter have further decided that the aggregate FAR sanctioned for the entire Housing Complex need not be uniformly utilized in all the different projects/ phases and the Promoter may vary the utilization of the sanctioned FAR from phase to phase without exceeding the total sanctioned FAR for the entire Housing Complex including future phases.

**I)** Till such time the Mother/Apex Association takes over the entire administration, the Allottees who have taken possession in completed phases will be required to pay the Common Expenses pertaining to their own phase as well as the Common Area Maintenance expenses(CAM) and common services of all common amenities which is as and when made available for the benefit, use and enjoyment of the Allottees of each phase of the entire complex including those parts which are under construction by separate bills towards maintenance of common pathways, basic infrastructure etc. and in this regard the Allottee is made aware that the said charges shall at all times be calculated on the basis of total expenses on amenities and common services divided by the area for which notice of possession has been issued by the builder and by reason thereof the initial CAM charges may be relatively higher which may progressively become less as more and more Allottees take up possession (Notice of Possession) of subsequent Units. The Mother/Apex Association will ultimately take over the administration of all the facilities and other common purposes as several service connections/facilities will be common to all the phases.

**J)** The Promoter hereby declares that it has planned to utilize more Floor Space Index by availing of FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations. The Promoter has disclosed as proposed above his intention to use more FAR to be utilized by him

on the Project Land and Allottee has agreed to purchase the Said Apartment based on the proposed construction and sale of Apartments to be carried out by the Promoter by utilizing the proposed FAR and on the understanding that the declared proposed FAR shall belong to the Promoter only. If any FAR remains unutilized in the earlier phases, the Promoter will be at liberty to consume the same either in the present phase or in later phases at its discretion.

**K)** The Promoter may at any subsequent period undertake development of a separate Complex on land which is adjacent but not part of this Housing Complex and in that case the Promoter may decide to provide for a passage way across this Housing Complex and for this purpose the Promoter shall enter into an irrevocable License deed with the Owners of the Adjoining land which shall be perpetually binding upon the Apartment Owners of this Housing Complex and their Association . The Promoter may extend the size of the Complex as presently envisaged by causing development of another Project/Phase on land contiguous to the present Complex whereupon the Promoter will be entitled to amalgamate the extended development by integrating it with this Complex with shared infrastructure and common facilities which means that the facilities available in this complex will be available for use to residents of the extended Project/Phase and similarly the facilities in the extended Project/Phase shall be available for use by the Residents/Occupiers of the present Phases/Complex.

**L) RESERVED RIGHTS OF THE PROMOTER:**

The entire Housing Complex is being developed phase-wise, as such :

- (i) The Promoter will have the liberty to change the direction of infrastructure services which may be required to be utilized by allottees of the adjoining phase/project.
- (ii) The promoter will have free and uninterrupted access for laying of all gas, water and other pipes, electric, telephone and other wires, conduits and drains which now are or may hereafter during the term be in through under or over the Premises and/or Building/Block.
- (iii) The Promoter its successors and assigns are hereby permitted, at its own expense to construct further and/or additional floors and/or to undertake development of any adjacent property and to utilize easements over, across and under the common elements for utilities, sanitary and storm sewers, security or other types of monitors , cable television lines, walk ways, road ways, and right of way over, across and under the common elements including without limitation any existing utilities, sanitary lines, sewer lines and cable television and to connect the same over, across and under the common elements provided that such utilization, easement, relocation and connections of lines shall not materially impair or interfere with the use of any Apartment.

The Allottee has :-

- i) fully satisfied himself/herself/themselves as to the title of the Owners/Vendors and the right of the Promoter in respect of the said land.
- ii) inspected the said Development Agreement entered into between the Owner/Vendor and the Promoter.
- iii) inspected the plan sanctioned by the authorities concerned in respect of the Block constructed by the Promoter and agreed not to raise any objection with regard thereto.
- iv) verified the location and site of the Apartment including the egress and ingress hereof, specifications of the Apartment and of the complex and also the area of the Apartment .

- v) confirmed that the right of the Allottee shall remain restricted to the said Flat and the Properties Appurtenant Thereto.
- vi) Examined and satisfied themselves about the Terms and Conditions as contained in the **Agreement for sale dated \_\_\_\_\_** and agrees to abide by it at all times in future and be bound by the Rules, Regulations and Restrictions contained therein.
- vii) satisfied himself/herself / themselves as to the carpet area and the built-up area to comprise in the said apartment and also the common parts/portions which would be common for all the residents /occupants of the various apartment comprised in the said block and has agreed not to challenge or dispute the same in any manner whatsoever or howsoever.
- viii) Structural stability of the Block
- ix) Construction of the Block and the apartment.
- x) The fittings and fixtures installed at the said apartment, Block and the Complex.
- xi) Completion and finishing of the apartment and the Block.
- xii) The situation of car parking space, if any.
- xiii) The supply of water and electricity to the Apartment and the Block.
- xiv) The common facilities and amenities of the Block.
- xv) Examined the Completion Certificate issued by the Municipality in respect of the Building Block/Tower.

**P)** The words defined in the Agreement for Sale shall have the same meaning in these presents and unless there is anything in the subject or context inconsistent with the said expressions in such a case they shall have the meaning assigned to them.

**NOW THIS INDENTURE WITNESSETH** that pursuant to the said Agreement and in consideration of the sum of Rs. \_\_\_\_\_/- ( **Rupees \_\_\_\_\_ only**) of the lawful money of the Union of India well and truly paid by the Allottee to the Promoter (the receipt whereof the Promoter doth hereby admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the Allottee and the said flat/Unit and properties appurtenant thereto) the Vendors doth and each of them do hereby grant, transfer, convey, assign and assure and the Promoter doth hereby confirm and assure unto and in favour of the Allottee **ALL THAT THE Apartment/Unit No. \_\_\_\_\_ on the \_\_\_\_\_ floor of the building known as “Ganapati Apartments” measuring \_\_\_\_\_sq. Ft. Carpet Area (excluding Balcony/Verandah/Open Terrace) plus the areas of exclusive balcony/Verandah area being \_\_\_sq.ft. i.e. the total chargeable area being \_\_\_\_\_ sft.** (with pro rata share in the “common areas” (user right only since Common Area will be under Association) common parts, portions, facilities and amenities, working out to **super built up area of \_\_\_\_\_ sft.) TOGETHER WITH** the right to use \_\_\_\_\_ Covered (Dependent/Independent) / Mechanical Parking Space (Dependent/Independent) /Open Car Parking Space (Dependent/Independent), if any located on the Ground Floor of or around the Building Block **TOGETHER WITH** the pro rata share in the common areas specified in **Schedule D** and in other portions of the **Agreement for Sale dated \_\_\_\_\_** but excepting the Reserved and Excluded areas and reserving the easement and other rights and other measures as specified in **Schedule G** and in other portions of the **Agreement for Sale dated \_\_\_\_\_** (all of which are here to fore as well as hereinafter collectively referred to as the **SAID APARTMENT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO**), absolutely and forever free from all encumbrances, charges, liens, attachments, trusts, whatsoever or howsoever **AND TOGETHER WITH** the right to use the common areas installations and facilities as described in detail in the **Schedule-D** to the **Agreement**

for Sale dated \_\_\_\_\_ in common with the Co-Allottees and the other lawful occupants of the Block **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Apartment And the Rights And Properties Appurtenant thereto **TO HAVE AND TO HOLD** the said Apartment/Unit and the Rights and Properties Appurtenant thereto hereby granted, transferred and conveyed and every part or parts thereof unto and to the use of the Allottee.

**II. AND THE OWNERS/VENDORS AND THE PROMOTER DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE ALLOTTEE** as follows:

a) Notwithstanding any act deed matter or thing whatsoever by the Owners/Vendors or the Promoter done or executed or knowingly suffered to the contrary the Owners/Vendors are or the Promoter are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to Said Apartment And The Rights And Properties Appurtenant thereto hereby granted sold conveyed, transferred, assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.

b) Notwithstanding any act deed or thing whatsoever done as aforesaid the Owners/Vendors and the Promoter now have good right full power and absolute authority to grant convey transfer sell and assign all and singular the Said Apartment And The Rights And Properties Appurtenant thereto hereby conveyed transferred or expressed so to be unto and to the use of the Allottee in the manner as aforesaid.

c) The said Apartment And The Rights And Properties Appurtenant thereto hereby granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments leases or trust made or suffered by the Owners/Vendors or the Promoter or any person or persons having or lawfully or equitably claiming any estate or interest thereon through under or in trust for the Owners/Vendors or the Promoter.

d) The Allottee shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Apartment And The Rights And Properties Appurtenant thereto and receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Owners/Vendors or the Promoter or any person or persons having or lawfully or equitably claiming as aforesaid.

e) The Allottee shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates, charges, encumbrances liens, attachments, or trust or claims and demands whatsoever created occasioned or made by the Owners/Vendors or the Promoter or any person or persons lawfully or equitably claiming as aforesaid.

f) **AND FURTHER THAT** the Owners/Vendors or the Promoter and all persons having or lawfully or equitably claiming any estate or interest in the Said Apartment And the Rights And Properties Appurtenant thereto or any part thereof through under or in trust for the Owners/Vendors or the Promoter shall and will from time to time and at all times hereafter at the



request and cost of the Allottee make do and execute or cause to be made done and executed all such further lawful acts deeds or things whatsoever for further better or more perfectly assuring the Said Apartment And The rights And Properties Appurtenant thereto and every part thereof unto and to the use of the Allottee in the manner as aforesaid as shall or may be reasonably required.

**g)** The Owners/Vendors and the Promoters have not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby the Said Apartment And the Rights And Properties Appurtenant thereto hereby granted transferred and conveyed or expressed so to be or any part thereof is can or may be impeached encumbered or affected in title or otherwise.

**h)** The Promoter doth hereby further covenant with the Allottee that unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Allottee shall produce or cause to be produced to the Allottee or to his/her/their attorneys or agents at or before any trial examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Said Apartment and also shall at the like request and costs of the Allottee deliver to the Allottee such attested or other true copies or extracts there from as the Allottee may require and will in the meantime unless prevented as aforesaid keep the same unobliterated and uncancelled.

**III. AND THE ALLOTTEE SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID APARTMENT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO HEREBY CONVEYED HEREBY COVENANT WITH THE OWNERS/VENDORS AND THE PROMOTER as follows :-**

**a)** To observe, perform, comply with and fulfill the obligations, covenants and conditions on his/her/its/their part to be observed and performed contained in the Agreement for sale as part and parcel of these presents.

**b)** To become member and/or shareholder, as the case may be, of the Apartment Owners Association, upon its formation, without raising any objection whatsoever and also co-operate with the Holding Organization to be formed as be deemed necessary and expedient by the Promoter and also abide by all the rules and regulations restrictions and bye-laws as be framed and/or made applicable by the Promoter and/or the holding Organization for the common purposes and shall also sign and execute all papers, documents and applications for the purpose of formation of the Holding Organization and to do all the necessary acts deed and things.

**c)** Not to hold the Promoter liable for rendering any accounts or explanation of any expenses incurred by it in its acts relating to the Common Purposes or to furnish any vouchers, bills, documents etc. in any manner and the Allottee as well as the Holding Organization shall remain liable to indemnify and keep indemnified the Builders and/or any person or persons nominated, appointed and/or authorized by the Builders for all liabilities due to non-fulfilment of their respective obligations contained herein by the Allottee and/or the Holding Organization.

**IV. IT IS FURTHER STATED THAT AS ON THE DATE OF PROCUREMENT OF COMPLETION CERTIFICATE THERE IS NO ELECTRIC CONNECTION IN THE AFOREMENTIONED FLAT.**

**THE FIRST SCHEDULE—A ABOVE REFERRED TO**

**PART –I**

**(LAND AS PER DEED / THE PURCHASED LAND)**

**ALL THAT** the piece and parcel of land area measuring 13996.65 sq.mtrs. equivalent to 209 cotthas 4 chittacks more or less together with structures comprised in and situated at Mouza Dakshindari, J.L. No.25, R.S. No.6, G.D. No.1, Sub-Division No.6, Touzi No.1298/2833, Parganas-Panchannagram, comprising of R.S. Dag nos. 1166, 1168, 1169, 1170, 1171, 1172, 1173, 1166/4600 and 1171/4601 under R.S. Khatian Nos. 730, 731, 732, 733, 758, 759, 760, 761 (Modified Khatian nos. 739, 740, 741, 742, 743, 744, 745, 746, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 555, 557, 558, 537 & 538) being Municipal Holding No.116 (Old No.71 A) Dakhindari Road, Kolkata - 700 048, under Ward No.33 of South Dum Dum Municipality, Sub-Registry Office Bidhan Nagar, Police Station Lake Town, P.O. : Dakhindari, in the district of North 24 Parganas and butted and bounded as follows :

ON THE NORTH : 16 feet wide Sadhana Aushadhalaya Road & Sitala Para  
ON THE SOUTH : Dakhindari Road  
ON THE EAST : R.S. Dag No.1175 & 1176  
ON THE WEST : Part Sadhana Aushadhalaya Road & part Drain

**PART –II**

**(LARGER PROPERTY)**

**ALL THAT** the piece and parcel of land area measuring 13973.61 sq.mtrs. equivalent to 208 cotthas 13 chittacks 11 sft. more or less together with structures comprised in and situated at Mouza Dakshindari, J.L. No.25, R.S. No.6, G.D. No.1, Sub-Division No.6, Touzi No.1298/2833, Parganas- Panchannagram, comprising of R.S. & L.R. Dag nos. 1166, 1168, 1169, 1170, 1171, 1172, 1173, and 1171/4601 under R.S. Khatian Nos. 730, 731, 732, 733, 758, 759, 760, 761, L.R. Khatian nos.419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 434, 435, 436, 437, 438, 440, 442 & 1185 being Municipal Holding No.116 (Old No.71 A) Dakhindari Road, Kolkata - 700 048, under Ward No.33 of South Dum Dum Municipality, Sub-Registry Office Bidhan Nagar, Police Station Lake Town, P.O. : Dakhindari, in the district of North 24 Parganas and butted and bounded as follows :

ON THE NORTH : 16 feet wide Sadhana Aushadhalaya Road & Sitala Para  
ON THE SOUTH : Dakhindari Road  
ON THE EAST : R.S. Dag No.1175 & 1176  
ON THE WEST : Part Sadhana Aushadhalaya Road & part Drain

**PART - III**

**(PORTION OF LARGER PROPERTY GIVEN GIFT TO SOUTH DUM DUM MUNICIPALITY)**

**ALL THAT** the piece and parcel of land with Pond measuring 3620.40 sq. mtrs. equivalent to 54 Cottahs 2 chittacks more or less (i.e. Land measuring 31 Cottahs 7 Chittacks and Pond measuring 22 Cottahs 11 Chittack) comprised in and situated at Mouza Dakshindari, J.L. No.25, R.S. No.6, G.D. No.1, Sub-Division No.6, Touzi No.1298/2833, Parganas-Panchannagram, comprising of entire R.S.

Dag Nos. 1168 (Pond) & 1171 (Portion) under R.S. Khatian Nos. 731, 732, 758, 760, 761 (Modified Khatian nos. 739, 740, 741, 742, 743, 744, 745, 746, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 555, 557, 558, 537 & 538) being portion of Municipal Holding No.116 (Old No.71A) Dakhindari Road, Kolkata – 700048, under South Dum Dum Municipality, Sub-Registry Office Bidhan Nagar, Police Station Lake Town in the district of North 24 Parganas and butted and bounded as follows:

ON THE NORTH : By R.S. Dag No.1170 (Land of the Donor);  
ON THE SOUTH : Dakhindari Road;  
ON THE EAST : By R.S. Dag No.1176  
ON THE WEST : By R.S. Dag No.1171 (portion) (Land of the Donor)

#### **PART - IV**

##### **(PORTION OF LARGER PROPERTY GIVEN GIFT TO SOUTH DUM DUM MUNICIPALITY)**

**ALL THAT** the piece and parcel of land totalling to 77.78 sq. meters (equivalent to 837 sft.) more or less comprised in and situated at Mouza – Dakshindari, J.L. No.25, R.S. No.6, G.D No.1, Sub-Division No.6, Touzi No.1298/2833, Parganas Panchannagram, comprising of R.S. Dag No.1166 (Portion) under R.S. Khatian Nos.730, 731, 732, 758, 760, 761 (Modified Khatian Nos.739, 740, 741, 742, 743, 744, 745, 746, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 555, 557, 558, 537 & 538) being portion of Municipal Holding No.116 (Old No.71A), Dakhindari Road, Kolkata – 700048, under South Dum Dum Municipality, Sub-Registry Office Bidhan Nagar, P.O. – Dakshindari, Police Station - Lake Town in the District of North 24-Parganas and butted and bounded as follows:

ON THE NORTH : By R.S. Dag Nos. 1166 (portion) & 1171 (Land of the Donor)  
ON THE SOUTH : Dakhindari Road  
ON THE EAST : By R.S. Dag No.1167  
ON THE WEST : By R.S. Dag No.1165

#### **PART – V**

##### **(the said ENTIRE HOUSING COMPLEX)**

##### **(NET REMAINING LAND OF LARGER PROPERTY AFTER GIVING GIFT TO SOUTH DUM DUM MUNICIPALITY ON WHICH THE SAID COMPLEX IS BEING CONSTRUCTED)**

**ALL THAT** the piece and parcel of land area measuring 10275.43 sq. mtrs. equivalent to 153 cotthas 8 chittacks 29 sft.) more or less together with structures comprised in and situated at Mouza Dakshindari, J.L. No.25, R.S. No.6, G.D. No.1, Sub-Division No.6, Touzi No.1298/2833, Parganas-Panchannagram, comprising of R.S. & L.R. Dag nos. 1166, 1169, 1170, 1171, 1172, 1173, and 1171/4601 under L.R. Khatian nos. 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 434, 435, 436, 437, 438, 440, 442 & 1185 being Municipal Holding No.116 (Old No.71 A) Dakhindari Road, Kolkata - 700 048, under Ward No.33 of South Dum Dum Municipality, Sub-Registry Office BidhanNagar, Police Station Lake Town, P.O. : Dakhindari, in the district of North 24 Parganas and butted and bounded as follows :

ON THE NORTH : 16 feet wide Sadhana Aushadhalaya Road & Sitala Para  
ON THE SOUTH : Dakhindari Road  
ON THE EAST : R.S. Dag No.1168 & 1171 (part)

ON THE WEST : Sadhana Aushadhalaya Road

**PART – VI**  
**(THE SAID PHASE-I LAND)**

**ALL THAT** the piece and parcel of land area measuring 368.29 sq.mtrs. more or less situate lying in Mouza Dakshindari, J.L. No.25, R.S. No.6, G.D. No.1, Sub-Division No.6, Touzi No.1298/2833, Parganas- Panchannagram, being a portion of Holding no. No.116 (Old No.71 A) Dakhindari Road, Kolkata - 700 048 comprising of R.S. & L.R. Dag nos. 1166, 1169, 1170, 1171, 1172, 1173, and 1171/4601 under R.S. Khatian Nos. 730,731, 732, 733, 758, 759, 760, 761 (Modified Khatian nos. 739, 740, 741, 742, 743, 744, 745, 746, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 555, 557, 558, 537 & 538) under Ward No.33 of South Dum Dum Municipality, Sub-Registry Office BidhanNagar, Police Station Lake Town, P.O. : Dakhindari, in the district of North 24 Parganas.

**PART – VII**  
**(THE SAID PHASE – II LAND / SAID LAND)**

**ALL THAT** the piece and parcel of land area measuring 9907.14 sq.mtrs. more or less situate lying in Mouza Dakshindari, J.L. No.25, R.S. No.6, G.D. No.1, Sub-Division No.6, Touzi No.1298/2833, Parganas- Panchannagram, being a portion of Holding no. No.116 (Old No.71 A) Dakhindari Road, Kolkata - 700 048 comprising of R.S. & L.R. Dag nos. 1166, 1169, 1170, 1171, 1172, 1173, and 1171/4601 under R.S. Khatian Nos. 730,731, 732, 733, 758, 759, 760, L.R. Khatian nos.419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 434, 435, 436, 437, 438, 440, 442 & 1185 under Ward No.33 of South Dum Dum Municipality, Sub-Registry Office BidhanNagar, Police Station Lake Town, P.O. : Dakhindari, in the district of North 24 Parganas.

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(THE SAID APARTMENT AND THE PROPERTIES APPURTENANT THERETO)**

**ALL THAT** the Apartment Unit No. \_\_\_\_\_ on the \_\_\_\_\_ floor of the building known as “Ganapati Apartments” of the Housing Complex constructed on the land described in the First Schedule hereinabove written having an area of \_\_\_\_\_sq. Ft. **Carpet Area** (excluding Balcony/Verandah/Open Terrace) **plus** the areas of **exclusive balcony/Verandah area** being \_\_\_\_sq.ft. i.e. the **total chargeable area being \_\_\_\_\_ sft.** TOGETHER WITH the right to use \_\_\_\_ Covered (Dependent/Independent) / Mechanical Parking Space (Dependent/Independent) /Open Car Parking Space (Dependent/Independent) located on the Basement/Ground/\_\_\_\_ Floor or around the Building Block TOGETHER WITH pro rata share in the common areas and shown in the plan annexed hereto and bordered in ‘Red’

For the purpose of registration : With pro rata share in the “common areas” (user right only since Common Area will be under Association) common parts, portions, facilities and amenities, as mentioned herein, working out to **super built up area of \_\_\_\_\_ sft.**

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

**SIGNED and DELIVERED by  
the OWNERS/VENDORS** at Kolkata  
in the presence of:-

1.

2.

FOR \_\_\_\_\_

---

AUTHORISED          SIGNATORY          AND  
CONSTITUTED ATTORNEY

**SIGNED and DELIVERED by the  
PROMOTER** at Kolkata in the  
presence of :

1.

2.

**SIGNED and DELIVERED by the  
ALLOTTEE** at Kolkata in the  
presence of :

1.

2.