

SRIJAN GANGA-PHASE-1
PHASE - II.
CONVEYANCE DEED

THIS INDENTURE made this _____ day of _____ Two
Thousand _____

BETWEEN
PART I OWNERS

1. SRIJAN COMPLEX PRIVATE LIMITED (PAN AAQCS9535H)
2. SRIJAN ESKAY STUDIOS LLP (PAN ABZFS6326B)
3. BADRINATH INFRABUILD PRIVATE LIMITED (PAN AADCB9834D)
4. WATERTOWN ESTATES LLP (PAN AACFW1929N)
5. MORVEN REALTY LLP (PAN: ABDFM8667R)
6. SILVERLING REALTY LLP. (PAN: ADEFS1596G)
7. TANVI DEALERS PRIVATE LIMITED (PAN: AAECT0063B)
8. KYAL HIRISE LLP (PAN: AARFK0384Q);
9. MANYA AGENCIES PRIVATE LIMITED (PAN AAHCM4515M)
10. BALAJI RETAILERS PRIVATE LIMITED (PAN: AACCB3792K)
11. UDAY NIWAS PVT LTD (PAN AAACU8216F)
12. TANVI TOWER PRIVATE LIMITED (PAN AACCT5076A)
13. DAFFODIL VYAPAR PRIVATE LIMITED (PAN: AACCD0400E);
14. N K ABAAS PRIVATE LIMITED (PAN AABCN7821Q),

15. ARJUN DEALERS PRIVATE LIMITED (PAN: AAKCA2388L)
16. INTENT BUILDERS PRIVATE LIMITED (PAN AACCI3336A),
17. NORTH EAST CONSUMER GOODS PVT LIMITED (PAN AABCN9126A),
18. NEW WAYS CONSUMER GOODS PRIVATE LIMITED(PAN AABCN9879J)
19. UDAY INFOTECH PRIVATE LIMITED (PAN AABCU0640C)
20. SIGMA CONSUMER GOODS PRIVATE LIMITED (PAN AAICS0644M)
21. SHRADDHA NIKETAN PRIVATE LIMITED. (PAN: AAJCS9577N)
22. TANVI AGENCIES PRIVATE LIMITED.(PAN: AAECT0067F);
23. LILY ADVISORY SERVICES LLP (PAN: AAGFL4560Q);
24. TANVI DEALCOM PRIVATE LIMITED (PAN: AAECT0066C)
25. TANVI DEALTRADE PRIVATE LIMITED (PAN: AAECT0076C);
26. TANVI DEALMARK PRIVATE LIMITED (PAN: AAECT0074A)
27. SHEROWALI DISTRIBUTORS LLP(PAN: ADEFS1908C)
28. DUMONT REALTY LLP (PAN: AAMFD8009Q)
29. TANVI TIE-UP PRIVATE LIMITED (PAN: AAECT0065H)
30. SITALA INFRADEV PRIVATE LIMITED (PAN AANCS8446G)
31. N.K. NIKETAN PRIVATE LIMITED (PAN: AAHCM4517C)
32. FOXTAIL REALTY LLP (PAN AAEFF9017G)
33. SALASAR DISTRIBUTORS PRIVATE LIMITED (PAN AAICS0643N)
34. SHRADDHA PROPERTIES PRIVATE LIMITED. (PAN AADCS7082E)
35. MAIPO COMPLEX LLP (PAN ABKFM6578J)
36. AQUABLU REALTY LLP (PAN ABGFA4579D)
37. ARIT DEALCOM LLP (PAN ABGFA4580J)
38. EXCELLENT CONCLAVE PRIVATE LIMITED (PAN AACCE3099E)
39. BHAGWATI INFRAREALTY PRIVATE LIMITED (PAN AADCB9832F)
40. NEELKANTH INFRAPROMOTERS PVT. LIMITED(PAN AADCN1862F)
41. LANSDOWN MEDICALS PRIVATE LIMITED (PAN AAACL8776H)
42. ADINATH DEVCON PRIVATE LIMITED (PAN AAICA2134Q)
43. AKSHI VYAPAR LLP (PAN ABGFA4581K)
44. TRIMUKH REGENCY LLP (PAN AALFT6823H)
45. BHOOTNATH INFOTECH PRIVATE LIMITED (PAN AADCB6920E)
46. BHUVI DEALTRADE LLP (PAN AAQFB9535R)

47. VINAYAK GARDENS PRIVATE LIMITED (PAN AACCV2412L)
48. EXPRESS COMMODITIES PRIVATE LIMITED (PAN AABCE3068Q)
49. BALGOPAL REALDEV PRIVATE LIMITED (PAN AADCB9840K)
50. KAMRUP DISTRIBUTORS PRIVATE LIMITED (PAN AACCK3394E)
51. SHAGUN INFRAPROMOTERS PRIVATE LIMITED (PAN AANCS8455P)
52. SHIVAM RETAILERS PRIVATE LIMITED (PAN AAICS0646K)
53. TRIPACK ESTATES LLP (PAN AALFT6776H)
54. UTILITY COMPLEX PRIVATE LIMITED (PAN AABCU1589N)
55. INCREDIBLE BUILDERS PRIVATE LIMITED (PAN AACCI4801J),
56. MANYA DISTRIBUTORS PRIVATE LIMITED (PAN: AAHCM4517C)
57. ANGELICA REALTY LLP (PAN ABGFA4583M)
58. PARMATMA TIE UP LLP. (PAN: AAPFP1906F)
59. TANVI NIWAS PRIVATE LIMITED (PAN: AAECT0075B);
60. KYAL RESIDENCY LLP (PAN: AARFK0385R);
61. TANVI DISTRIBUTORS PRIVATE LIMITED. (PAN: AAECT0064G);
62. TANVI TRADECOM PRIVATE LIMITED (PAN: AAECT0079P)
63. LIBERAL BARTER LLP. (PAN: AAGFL5580N);
64. ELIGIBLE PROCON PRIVATE LIMITED (PAN AACCE5652P)
65. SHAGUN REALDEV PRIVATE LIMITED (PAN AANCS8454N)
66. SITALA DEVCON PRIVATE LIMITED (PAN AANCS8445F)
67. JAMPUI HEIGHTS LLP (PAN AAOFJ9051E)
68. INDRALOK COMPLEX PRIVATE LIMITED (PAN AACCI2194N),
69. NEELKANTH INFREAREALTY PRIVATE LIMITED (PAN AADCN1861G),
70. ELINA DEALERS LLP (PAN AAGFE0567A),
71. WISECRACK TOWERS LLP (PAN AACFW4142P)
72. DELMON REALTY LLP (PAN: AAMFD8063G);
73. N.K. PLAZA PRIVATE LIMITED (PAN: AACCN2963J)
74. TIRUPATI ADVISORY SERVICES PRIVATE LIMITED
75. LINWOOD HIRISE LLP (PAN AAGFL5579H)
76. EVERGROW DEVELOPERS PRIVATE LIMITED (PAN AACCE3101H),
77. IMPERIAL PLAZA PRIVATE LIMITED (PAN AACCI2193M),
78. REDMAPLE REALTORS LLP (PAN AATFR3959C)
79. EKDANT PROJECTS PRIVATE LIMITED (PAN AACCE3509K),
80. SILVERBELL REALTY LLP. (PAN: ADEFS1602H);

81. RIDHI SIDHI NIKETAN PVT LTD (PAN AADCR2855A),
82. IDEAL CONCLAVE PRIVATE LIMITED, (PAN AACCI4798N
83. BADRINATH INFRABUILD PRIVATE LIMITED (PAN AADCB9834D),
84. KAMRUP MARKETING PRIVATE LIMITED (PAN AACCK3396G)
85. BASUKINATH VINIMAY PRIVATE LIMITED (PAN AACCB4717C),
86. N.K. REGENCY PRIVATE LIMITED (PAN: AACCN2962K);
87. ELITE CONSUMER GOODS PRIVATE LIMITED (PAN AABCE3067B)
88. MAYFAIR VYAPAAR PRIVATE LIMITED (PAN AAECM0340C)
89. BALGOPAL INFRAPROMOTERS PRIVATE LIMITED (PAN AADCB9841J),
90. KAMRUP COMMERCIAL PRIVATE LIMITED (PAN AACCK3395F),
91. EXPRESS CONSUMER GOODS LLP (PAN AAHFE7569H
92. MILKWEED ESTATES LLP (PAN (PAN ABKFM6579K)
93. TRIEYE PROPERTIES LLP (PAN AALFT6825B)
94. TIRUPATI CONSUMER GOODS PRIVATE LIMITED (PAN AACCT0183E),
95. MILKWEED ESTATES LLP (PAN ABKFM6579K)
96. SUPERNOVA REALTORS LLP (PAN ACYFS6635B),
97. ROLCON FINVEST PRIVATE LIMITED (PAN AABCR3611C),
98. N.K. TOWER PRIVATE LIMITED (PAN AABCN7588E),
99. SHIVAM CONSUMER GOODS PRIVATE LIMITED (PAN AAICS0642P)
100. N.K. HIRISE PRIVATE LIMITED (PAN AACCN1231D),
101. EKDANT INFRAPROPERTIES PRIVATE LIMITED (PAN AACCE3168N),
102. IMPERIAL RESIDENCY PRIVATE LIMITED (PAN AACCI2192L),
103. INDEX DEVELOPERS PRIVATE LIMITED (PAN AACCI3578A),
104. SALASAR CONSUMER GOODS LLP (PAN ADYFS1563R)
105. ISOLATE REALESTATE PRIVATE LIMITED (PAN AACCI3577R),
106. ADINATH INFRACON PRIVATE LIMITED (PAN AAICA2133K),
107. NORTH EAST RETAILERS LLP (PAN AAQFN5608K),
108. MURLIDHAR TRADING PRIVATE LIMITED (PAN AADCM8779N)
109. RAJRAMBHA HEIGHTS LLP (PAN AAZFR1423R),
110. YELAGIRI REALTY LLP (PAN AACFY3211D)

PART II OWNERS

111. ELITE COMMODITIES PRIVATE LIMITED (PAN: AABCE3069R)
112. EKDANT PROCON PRIVATE LIMITED (PAN; AACCE3167D)

- 113.** ELECT REAL ESTATE PRIVATE LIMITED(Pan:AACCE4465E)
114. ELITE DEVCON PRIVATE LIMITED(PAN: AACCE4464F)
115. EXPRESS COMMODITIES PRIVATE LIMITED (PAN AABCE3068Q)
116. INTERCITY PROJECTS PRIVATE LIMITED(PAN:AACCI2660K)
117. SOLIMANA REALTY LLP(PAN:ADVFS8182R)

All the Companies incorporated under the Companies Act 1956 and All the Limited Liability Partnerships incorporated under the Limited Liability Partnership Act 2008 having their regd. Offices at 36/1A, Elgin Road, Kolkata – 700 020 hereinafter jointly referred to as the **GROUP- A OWNERS**

AND

M/S SWAN ENGINEERING COMPANY (PAN: AAUFS2310P) A Partnership Firm having its principal place of Business at 36/1A, Elgin Road, Kolkata – 700 020 hereinafter referred to as the **GROUP-B OWNERS**

AND

MAHESHTALA MUNICIPALITY (PAN:AAALM0867B) having its Office at Maheshtala Municipality, Budge Budge Trunk Road, P.O & P.S Maheshtala, District South 24 Parganas , Pin: 700141 represented by authorized signatory, Mr.Dulal Chandra Das(PAN:AJZPD0044K), (AADHAR No._____), son of Late Mukunda Das hereinafter referred to as the **GROUP-C OWNERS**

The Group-A , Group-B and Group-C Land Owners are collectively referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include in so far as the Companies are concerned shall include their respective successors and /or successors in interest and assigns; in so far as the LLPs are concerned they shall mean the present Partners and their respective successor or successors-in-interest and assigns and in respect of the Partnership Firm it shall mean its present Partners and such other Partners who may be admitted in

future and their respective successor or successors-in-interest and assigns) All of the Owners are collectively represented by their authorised Signatory Mr. _____ (PAN _____), (Mobile No. _____)son of Late/Mr. _____ hereinafter jointly referred to as the **OWNERS/ VENDORS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include in respect of the companies their respective successor or successors-in-interest and assigns and in respect of the individuals their respective heirs, legal representatives and assigns) of the **FIRST PART**

AND

SRIJAN RESIDENCY LLP (PAN ADEFS1907P) Limited Liability Partnership incorporated under Limited Liability Partnership Act, 2008 having its regd. Office at 36/1A, Elgin Road, Kolkata – 700 020, represented by its authorized signatory _____(PAN No. _____), (Mobile No. _____) son of _____ authorized vide resolution of the Partners dated _____residing at _____, P.O _____, P.S _____, Kolkata - _____ hereinafter referred to as the **"PROMOTER"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor in interest , executors, administrators, and permitted assignees including those of the respective partners) of the **SECOND PART:**

AND

[If the Allottee is the company]

_____(CIN no. _____), a company incorporated under the provision 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 the Partnership Firm **or a LLP**]

_____ a partnership firm (or a Limited **(or A LLP)** registered under the Indian Partnership Act, 1932 (or registered under the Limited Liability Partnership Act 2008) 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 the present Partners for the time being of the Firm, the survivor or survivors of them, their heirs, executors and administrators of the last surviving Partner and his /her/ their assigns.) of the THIRD PART:

[or]

[If the Allottee is an Individual]

(1) Mr. / Ms. _____(Aadhar No. _____) son / daughter of _____, aged about _____, residing at _____, PAN no. _____)and **(2)** Mr. / Ms. _____(Aadhar No. _____) son / daughter of _____, aged about _____, residing at _____, **PAN no.** _____) hereinafter jointly referred to as the” Allottee “ (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, legal representatives, and permitted assignees) of the THIRD PART:

[or]

[If the Allottee is a HUF]

Mr..... (PAN No.....) son of, aged about, for self and as the Karta of the Hindu Joint Mitakshara Family known asHUF, having its place of business/ residing at, PAN no.) hereinafter referred to as the” Allottee “ (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the members or member for the time being of the said HUF, and their respective heirs, executors, administrators, and permitted assigns as well as the members of the said HUF, their

heirs , executors, administrators, successor in interest and permitted assigns,) of the THIRD PART:

WHEREAS:

- A. **GROUP A** consisting of Part-1 and Part-II Owners above named are seized and possessed of and/or sufficiently entitled to altogether a large tract of land measuring **14.71 Acres** more or less situate lying at amalgamated in various R.S and L.R Dags of Krishnagar Mouza (J.L No.1) constituted within Municipal Holding Number C-4-173/New, Ganga Bandh Road, Maheshtala Municipality, under P.S Maheshtala in the District of South 24 Parganas more fully described in **Part-I** of **SCHEDULE-A** ;
- B. **GROUP B** Owner above named is seized and possessed of and/or sufficiently entitled to all that the Land measuring 9.69 Acres in various R.S/L.R Dags in Mouza Krishnagar , constituted within Municipal Holding Number D 5-177/New, Ganga Bandh Road, Maheshtala Municipality, under P.S Maheshtala, in the District South 24 Parganas more fully described in **Part-II** of **SCHEDULE-A**;
- C. **GROUP C** Owner above named is seized and possessed of and/or sufficiently entitled to All that the Land measuring 6.73 Acres out of which the Developer shall develop land admeasuring 4.14 Acres providing infrastructure and amenities such as Guest House, Banqut Hall, Park, Children Play Area, Landscaped zone, picnic area etc for the benefit and common use of the people of the Municipal area and hand over the same to the Municipality and in consideration thereof the Municipality has permitted the Developer to construct and develop a multi-storied residential complex on land measuring 2.59 Acres in various R.S/L.R Dags constituted within Municipal Holding Number C4/171/New, Ganga Bandh Road Mouza Krishnagar , Maheshtala Municipality, under P.S Maheshtala, in the District of South 24 Parganas which is part of this Complex more fully described in **Part-III** of **SCHEDULE-A**.
- D. **The Group A Owners** have by an Agreement dated 11th April,2023 and registered in the Office of the ARA - IV, recorded in Book No. I, Volume No.1904 - 2023, Pages 255273 to 255458 Being No. 190405175 for the year 2023, the Owners have granted

- the exclusive right of development of the Said Group A Land described in **Part-I** of **SCHEDULE-A** ,unto and in favor of the Promoter for construction of a Housing Complex in various phases and granted necessary Power and authority to the Promoter to undertake the Development.
- E. The Second Phase of the Housing Complex named 'Royal Ganges' has already been developed and completed by the Promoter on land measuring 5.21 Acres more or less out of the Said Entire Housing Complex more fully described in **Part-IV** of the **SCHEDULE- A** and hereinafter referred to as the **SECOND PHASE** where all the Row Houses/Bungalows or Town House and Apartments have been sold. The said Completed Phase is demarcated in the Plan annexed hereto and internally bordered in color ' _____ '
- F. All The Facilities and Amenities, roadways, internal pathways, infrastructure etc. irrespective of their location in any of the phases will be mutually shared by all the phases of the entire Housing Complex as part of a common integrated development.
- G. The Promoter obtained a Building Plan being Sanction Plan No.. _____ dated _____ sanctioned by the Maheshtala Municipality .
- H. The promoter has registered the project under the provision of the Real Estate(Regulation And Development) Act, 2016 with the Regulatory Authority at Kolkata on..... under registration no.....;
- G) The Promoter has since completed the construction of Row House/ Town House /Apartment Unit No.----- in Phase -II and obtained Completion Certificate No._____ dated _____ from the Competent Authority.
- H) Pursuant to Expression of Interest by the Allottee dated ----- the Promoter granted allotment by issuing a Provisional Booking Letter dated _____ 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 Row House / Bungalow /Town House/ Apartment no.....having carpet area of square feet corresponding to Built-up area of _____ square feet more fully described in the **SCHEDULE-B** hereunder written and demarcated in the Block Plan annexed hereto and marked **ANNEX-A** and pro rata share (in the “common areas” (user right only since Common Area will be conveyed to Association) common parts, portions, facilities and amenities and also user right in the land beneath the building as defined under clause (n) of section 2 of the Act which includes exclusive use of the Balcony admeasuring _____ Sq.Ft and also exclusive use of the front yard open area(which includes Car Parking Area) admeasuring _____ Sq.Ft and the backyard area admeasuring _____ Sq.Ft and the Roof admeasuring _____ Sq.Ft. and Additional Backyard admeasuring _____ Sq.Ft appertaining to the Unit (hereinafter referred to as the “**SAID UNIT** “ at and for a consideration of **Rs. _____/- (Rupees _____ only).**

- I) Other than the project land promoter has plan to add more Land in the entire project land and extend the complex by purchasing more adjacent land for various other phases herein after referred to as Future Phases.
- J) Further phases will be added in future at the discretion of the Promoter as per land already acquired and further to be acquired. And also future phases and all phases will share the common amenities, facilities and services amongst each other as per Rule 10 of the Act.
- K) 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 First Phase.

- L) 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 and club 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, club and common services divided by the area for which notice of possession has been issued by the builder for and including all the phases 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) in subsequent phases. 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.
- M) The occupants of Units in other phases of the Project including future phases shall also have complete and unhindered access to all Common Areas, Amenities and Facilities of the Project mutually.
- N) It is clarified that Project's Infrastructure, services, facilities and amenities together with all common areas, easements, rights and appurtenances belonging thereto shall be available mutually for use and enjoyment of the Allottees of the entire Housing Complrx with further future extensions.
- O) The Promoter hereby declares that the Floor Space Index available as on date in respect of the Second Phase project land is 5.21 Square meters only and Promoter 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 Unit based on the proposed construction and sale of the Complex 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 in later phases at its discretion.

- P) The Promoter may at any subsequent period undertake development of a separate Complex on land which is adjacent but not part of this Row House/Bungalow 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 Unit Owners of this 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.

Q) RESERVED RIGHTS OF THE PROMOTER:

Since the entire Housing Complex is being developed phase-wise and this phase is among the earlier phases, after this phase is completed and handed over, the Promoter shall grant unto the Allottees and residents of the subsequent phases the right of easement over, along and through the pathways, passages roads

and corridors lying within or passing through the earlier phases including this project/ phase.

- (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 Row House/Bungalows.
- (iii) The Promoter its successors and assigns are hereby permitted , at their own expense to construct further Row House/Bungalow 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 Row House/Bungalow

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 Row House/Bungalow

constructed by the Promoter and agreed not to raise any objection with regard thereto.

- iv) verified the location and site of the Row House/Bungalow including the egress and ingress hereof, specifications of the Unit and of the complex and also the area of the Unit .
- v) confirmed that the right of the Allottee shall remain restricted to the said Unit 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) confirmed that the Promoter shall be entitled to change and/or alter and/or modify the said Plan In respect of future phases of the Housing Complex in compliance with section 14 of the WBHIRA Act and other laws as applicable including change of use of any part or portion of the various Row Houses/Bungalows to be constructed erected and completed on the said land and in that event the Allottee shall have no objection to the application of common facilities to such extension.
- viii) satisfied himself/herself / themselves as to the carpet area and the built-up area to comprise in the said Unit .
- ix) Structural stability of the Said Unit
- x) Construction of the Said Unit.
- xi) The fittings and fixtures installed at the said Unit.
- xii) Completion and finishing of the Said Unit.
- xiii) The situation of car parking space.
- xiv) The supply of water and electricity to the Said Unit.
- xv) The common facilities and amenities of the Phase/Complex.
- xvi) Examined the Completion Certificate issued by the Competent Authority in respect of the Unit/Phase.

R) 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 Row House/Town House/Apartment (Unit)and properties appurtenant thereto the Vendors do and each of them 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 Row House /Town House / Apartment Unit no.....having carpet area of square feet corresponding to Built-up area of _____ square feet more fully described in the **SCHEDULE-B** hereunder written and demarcated in the Block Plan annexed hereto and marked **ANNEX-A** and pro rata share (in the “common areas” (user right only since Common Area will be conveyed to Association) common parts, portions, facilities and amenities and also user right in the land beneath the building as defined under clause (n) of section 2 of the Act which includes exclusive use of the Balcony admeasuring _____ Sq.Ft and also exclusive use of the front yard open area(which includes Car Parking Area) admeasuring _____ Sq.Ft and the backyard area admeasuring _____ Sq.Ft and the Roof admeasuring _____ Sq.Ft. and Additional Backyard admeasuring _____ Sq.Ft appertaining to the Unit all of which are here to fore as well as hereinafter collectively referred to as the **SAID UNIT 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-E to the Agreement for Sale dated _____ in common with the other Unit Owners **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Row House/Bungalow And the Rights**

And Properties Appurtenant thereto **TO HAVE AND TO HOLD** the said Row House/Bungalow/Apartment 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 Unit 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 Unit 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 Unit 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 Unit 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 Unit 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 Unit 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 Unit 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 Unit 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 uncanceled.

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 UNIT 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 share holder, 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.

IV. It is further stated that as on the date of procurement of completion certificate there is no electric connection in the aforementioned row house/bungalow.

**THE SCHEDULE -A ABOVE REFERRED TO
THE SCHEDULE -A ABOVE REFERRED TO**

PART -I

(LAND OWNED BY GROUP A LAND OWNERS)

ALL THAT the pieces and parcels of land containing an area of **14.71** Acres be the same a little more or less in various R.S / L.R DAG Nos of Krishnagar Mouza (J.L No.1) constituted within Municipal Holding Number C4-173/New, Ganga Bandh Road, Ward No. 20, Maheshtala Municipality under P.S Maheshtala in the District of South 24 Parganas shown in the plan attached and bordered in GREEN.

Sl No	R.S.Dag No	L.R.Dag No	L.R. Khatian No.
1	153/1475	153/1475	10596, 10597
2	312	312	10128, 10133, 10138, 10147, 10148, 10172, 10180, 10183, 10191, 10201, 10204, 10207, 10214, 10215, 10217, 10220, 10225, 10235, 10293
3	312/1157	312/1157	10143, 10207, 10231, 10233, 10243, 10244, 10292,
4	312/1222	312/1222	10254, 10538 ,
5	312/1474	312/1474	10146, 10184, 10128, 10185, 10206, 10225, 10292, 10244,
6	313	313	10128, 10166, 10173, 10180, 10208, 10225, 10230, 10293,
7	314	314	10128, 10175, 10178, 10184, 10225, 10294,
8	314/1217	314/1217	10164, 10175, 10182,
9	315	315	10128, 10149, 10150, 10152, 10167, 10168, 10175, 10177, 10187, 10188, 10202, 10203, 10219, 10225, 10255, 10256, 10257, 10294
10	315/1473	315/1473	10170, 10171, 10175, 10178, 10181, 10184, 10208,
11	316	316	10166, 10180, 10183, 10186, 10213, 10216, 10255, 10128,
12	317	317	10164, 10234, 10255, 10294,
13	318	318	10176, 10179, 10186, 10238, 10253,
14	319	319	10179, 10183, 10186, 10228,
15	320	320	10179, 10189, 10220, 10231, 10236,
16	321	321	10129, 10205, 10209, 10244
17	322	322	10169, 10205, 10243

18	323	323	10139, 10176, 10182, 10190, 10237,
19	324	324	10224, 10225
20	380	380	10125, 10130, 10131, 10132, 10134, 10135, 10136, 10139, 10140, 10141, 10145, 10151, 10153, 10154, 10155, 10156, 10157, 10158, 10159, 10160, 10161, 10165, 10174, 10192, 10193, 10194, 10195, 10196, 10197, 10198, 10199, 10210, 10211, 10212, 10218, 10223, 10234, 10242, 10540,
21	381	381	10223

PART -II

(LAND OWNED BY GROUP B LAND OWNERS)

ALL THAT the piece and parcel of land containing an area of 9.69 Acres be the same a little more or less in various R.S / L.R DAG Nos of Krishnagar Mouza (J.L No.1) constituted within Municipal Holding Number D5/177 & D5/177A(New) Gangabandh Road, Ward No. 20, Maheshtala Municipality under P.S Maheshtala in the District of South 24 Parganas.

Sl No	R.S.Dag No	L.R.Dag No	L.R. Khatian No.
1	382,	382,	3930
2	383,	383,	3930
3	419,	419,	3930
4	429	429	3930

PART -III

(LAND OWNED BY GROUP C LAND OWNERS)

ALL THAT the piece and parcel of land containing an area of 2.59 Acres be the same a little more or less in various R.S / L.R DAG Nos of Krishnagar Mouza (J.L No.1) constituted within Municipal Holding Number C/171, (New) Gangabandh Road, Ward No. 20, Maheshtala Municipality under P.S Maheshtala in the District of South 24 Parganas.

Sl No	R.S.Dag No	L.R.Dag No	L.R. Khatian No.
1	153,	153,	10404
2	153/1219,	153/1219,	10404
3	153/1218	153/1218	10404

PART - IV

(THE SAID ROYAL GANGES -1 PHASE -II LAND)

ALL THAT the Second Phase/Project Land of the Royal Ganges-I Housing Complex admeasuring 21083.06 Sq. Mtrs equivalent to 5.21 Acres more or less for Development and construction of 12 nos Row Houses , 9 nos Town Houses having 43 Units and 5 nos Tower having 456 units (Collectively 'UNITS') in the Project 'Royal Ganges-1, Phase-II' Colored 'RED_' in the Plan annexed hereto marked ANNEX-A.

THE SCHEDULE-B ABOVE REFERRED TO **(THE SAID ROW HOUSE)**

ALL THAT the Ground plus one floor Row House/Bungalow Unit No.____ having carpet area of square feet corresponding to Built-up area of _____ square feet demarcated in the Block Plan annexed hereto and marked **ANNEX-B** and pro rata share in the common areas(User Right only since Common Area will be conveyed to Association) common parts, portions, facilities and amenities and also user right in the land beneath the building as defined under Clause n of Sec 2 of the Act which includes exclusive use of Balcony admeasuring ____ Sq.Ft and also exclusive use of Front Yard area (which includes Car Parking Area) admeasuring _____ Sq.Ft and the Backyard area admeasuring ____ Sq.Ft and the Roof admeasuring ____ Sq.Ft and Additional Backyard admeasuring _____ Sq.Ft. appertaining to the Unit in First Phase of the Row House/Building Complex named "ROYAL GANGES -1" on the Schedule-A Land.

(THE SAID TOWN HOUSE/APARTMENT UNIT)

ALL THAT the **TOWN HOUSE/APARTMENT** Unit No.____ on the _____ Floor of the Building Block _____ having carpet area of square feet corresponding to Built-up area of _____ square feet demarcated in the Floor Plan annexed hereto and marked **ANNEX-C** and pro rata share (in the “common areas” (user right only since Common Area will be conveyed to Association) working out to a Super Built Up area of _____ Sq.Ft on _____ Floor of Building Block No.____ in Phase No.-____ of the Housing Complex named “SRIJAN GANGA”on the Schedule-A Land **Together with** the right to use _____ Garage/Closed Car Parking Space (Dependent/Independent) admeasuring _____ Sq.Ft Open Car Parking Space(Dependent/Independent) located on the Ground/____ Floor of or around the Building Block and pro-rata share in the Common areas as per Plan annexed hereto and marked **ANNEX-B**

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:-

FOR _____

(_____)
**AUTHORISED SIGNATORY AND
CONSTITUTED ATTORNEY**

1.

2.

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.

MEMO OF CONSIDERATION

RECEIVED from within-named Allottee/s the
Within-mentioned sum of **Rs.**_____/- on
account of full amount of the Consideration
Money by several cheques of different Drawn
in favour of the PROMOTER on diverse date... **Rs.**_____/-

(Rupees -----only).

WITNESSES:-

1.

2.

Signature Of The Promoter

Drafted by me