

CONVEYANCE

This Conveyance executed on this (Date) day of _____(Month), 2023

-: BY & BETWEEN:-

1. **Indraloke Tradelinks Private Limited, [PAN AACCI1204P],**
2. **Panther Management Services Private Limited, [PAN AAFCP0877Q],**
3. **Integrity Consultancy Services Private Limited, [PAN AACCI0934Q],**
4. **Welkin Dealers Private Limited, [PAN AAACW8727H],**
5. **Sunfast Vinimay Private Limited, [PAN AANCS1693R],**
6. **Monopoly Tradelinks Private Limited, [PAN AAGCM0695J],**
7. **Jackpot Advisory Services Private Limited, [PAN AACCCJ1866G],**
8. **Octagon Tradelinks Private Limited, [PAN AABCO1747N],**
9. **Butterfly Advisory Services Private Limited, [PAN AADCB7887Q],**
10. **Pankaj Management Services Private Limited, [PAN AAFCP0942E],**
11. **Fairland Suppliers Private Limited, [PAN AABCF3715B],**
12. **Mountview Advisory Services Private Limited, [PAN AAGCM0954Q],**
13. **Everlink Vincom Private Limited, [PAN AACCE1964C],**
14. **Daylight Distributors Private Limited, [PAN AADCD1723H],**
15. **Aakav Devcon Private Limited, [PAN AALCA1425F],**
16. **Amazing Residency Private Limited, [PAN AALCA1423D],**
17. **Anandmayee Housing Private Limited, [PAN AALCA1424E],**
18. **Balkrishan Infracon Private Limited, [PAN AAFCB3133K],**
19. **Bemishal Promoters Private Limited, [PAN AAFCB2748E],**
20. **Bhavsagar Niwas Private Limited, [PAN AAFCB2747M],**
21. **Goodside Realtors Private Limited, [PAN AAECG9844K],**
22. **Dios Realtors Private Limited, [PAN AAECD5042Q],**
23. **Circular Realcon Private Limited, [PAN AAFCC0789C],**
24. **Vedvani Residency Private Limited, [PAN AAECV2869F],**
25. **Winsher Realtors Private Limited, [PAN AABCW3217B],**
26. **Everlink Residency Private Limited, [PAN AADCE2542D],**
27. **Gajrup Complex Private Limited, [PAN AAECG9894K],**
28. **Everrise Realtors Private Limited, [PAN AADCE2264N],**
29. **Parrot Complex Private Limited, [PAN AAGCP9166K],**
30. **Bhootnath Housing Private Limited, [PAN AAFCB2812B],**
31. **ELK Devcon Private Limited, [PAN AADCE2311G],**
32. **Hilmil Infracon Private Limited, [PAN AADCH0612B],**
33. **Hence Promoters Private Limited, [PAN AADCH0613A],**
34. **Hardsoft Realtors Private Limited, [PAN AADCH0787K],**
35. **Pattern Nirman Private Limited, [PAN AAGCP9498N],**
36. **Queencity Complex Private Limited, [PAN AAACQ2995B],**
37. **Sagam Devcon Private Limited, [PAN AASCS4634D],**
38. **Sarvlok Hirise Private Limited, [PAN AASCS3514Q],**
39. **Namchi Devcon Private Limited, [PAN AAECN1882A],**
40. **Shivpariwar Developers Private Limited, [PAN AASCS3728A],**

41. **Siddhibhumi Niwas Private Limited, [PAN AASCS3515R],**
42. **Snowberry Buildtech Private Limited, [PAN AASCS3727R],**
43. **Linton Towers Private Limited, [PAN AACCL3830A],**
44. **Zaljog Complex Private Limited, [PAN AAACZ6297R],**
45. **Topmost Complex Private Limited, [PAN AAECT4834A],**
46. **Seabird Niwas Private Limited, [PAN AASCS3516N],**
47. **Viewline Hirise Private Limited, [PAN AAECV2591G],**
48. **Katrina Realtors Private Limited, [PAN AAECK9903D],**
49. **Amrit Realcon Private Limited, [PAN AALCA1555G],**
50. **Lucky Hirise Private Limited, [PAN AACCL3905A],**
51. **Jota Builders Private Limited, [PAN AACJ9786F],**
52. **Quality Residency Private Limited, [PAN AAACQ2977R],**
53. **Premkunj Residency Private Limited, [PAN AAGCP9293D],**
54. **Prayas Residency Private Limited, [PAN AAGCP9165L],**
55. **Panchwati Infracon Private Limited, [PAN AAGCP9164M],**
56. **Oversure Nirman Private Limited, [PAN AABCO7583Q],**
57. **Motilal Hirise Private Limited, [PAN AAICM3109P],**
58. **Daava Reaicon Private Limited, [PAN AAECD4997L],**
59. **Meantime Buildcon Private Limited, [PAN AAICM3016D],**
60. **Mangalmayee Realtors Private Limited, [PAN AAICM3243L],**
61. **Anju Promoters Private Limited, [PAN AALCA1556F],**
62. **Linkview Housing Private Limited, [PAN AACCL3904B],**
63. **Linkplan Properties Private Limited, [PAN AACCL3865B],**
64. **Likewise Construction Private Limited, [PAN AACCL4000G],**
65. **Evertime Residency Private Limited, [PAN AADCE2309N],**
66. **Kush Residency Private Limited, [PAN AAECK9851C],**
67. **Balmukund Marketing Private Limited, [PAN AAECB2894C],**
68. **Clock Tradeilink Private Limited, [PAN AAEC1608H],**
69. **Desire Sales Private Limited, [PAN AADCD5984A],**
70. **Lords Dealers Private Limited, [PAN AABCL5279L],**
71. **Moonlight Dealtrade Private Limited, [PAN AAGCM8009G],**
72. **Orchid Infracon Private Limited, [PAN AAACO9390G],**
73. **Orchid Realcon Private Limited, [PAN AAACO9595R],**
74. **Queen Dealers Private Limited, [PAN AAACQ2316G],**
75. **Smile Dealcom Private Limited, [PAN AAOCS8759D],**
76. **Sunlight Dealtrade Private Limited, [PAN AAOCS8881J],**

All the above 76 Parties are companies duly incorporated under the Companies Act, 1956 and having their registered offices at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur, P.O. Joka hereinafter collectively called the "**First Owners**", which expression shall, unless excluded by the subject or context, include their respective successors-in-interest and/or assigns, and all are represented by their constituted attorney **M/s. DTC Projects Private Limited** through Mr. Ayush Jalan, duly authorised by the Power of Attorney

dated 7th January 2015, registered in the office of the Additional Registrar of Assurances-III, Kolkata and recorded in Book No IV, CD Volume No.6, Pages 3668 to 3700, being No. 02442 for the year 2015 through its Authorised Signatory Mr. Jitendra Kumar Singh, (PAN- ENOPS1448K), Aadhaar No. 435348070521, Mobile No. 6290585106, son of Late Ramchabila Singh, by faith Hindu, by occupation Service, working for gain at 1, Netaji Subhas Road, Kolkata - 700001, duly authorised by the Board Resolution dated 15th February 2023.

- A N D -

1. **Cyديو Developers Private Limited. [PAN- AAGCC2319H],**
2. **Dasvani Residency Private Limited. [PAN-AAFCD4898K],**
3. **Fence Promoters Private Limited. [PAN-AACCF6732F],**
4. **Flyhigh Complex Private Limited. [PAN-AACCF6789Q],**
5. **Handshake Conclave Private Limited. [PAN-AADCH7282D],**
6. **Honeybee Devcon Private Limited. [PAN-AADCH7211E],**
7. **Kalyankari Niwas Private Limited. [PAN-AAFCK9616E],**
8. **Lazerjet Complex Private Limited. [PAN AACCL9422C],**
9. **Montec Nirman Private Limited. [PAN-AAJCM9908R],**
10. **Navyog Developers Private Limited. [PAN-AAFCN0628R],**
11. **Octal Complex Private Limited. [PAN-AACCO2138C],**
12. **Polpit Real Estate Private Limited. [PAN-AAICP3291P],**
13. **Revoke Nirman Private Limited. [PAN-AAHCR5032M],**
14. **Rudresh Realtors Private Limited. [PAN-AAHCR5031J],**
15. **Serikos Enclave Private Limited. [PAN-AAWCS3441C],**
16. **Shrawan Hirise Private Limited. [PAN-AAWCS3442B],**
17. **Tripack Construction Private Limited. [PAN-AAFCT5183K],**
18. **Streedom Real Estate Private Limited. [PAN-AAWCS3440D],**
19. **Treeline Construction Private Limited. [PAN-AAFCT5182J],**
20. **Sudama Complex Private Limited. [PAN-AAWCS3132Q],**
21. **Glasseye Developers Private Limited. [PAN-AAGCG1781M],**
22. **Jyotshnadip Realty Private Limited. [PANAADCJ6082B],**
23. **Panchlok Realtors Private Limited. [PAN-AAICP3754H],**
24. **Subinay Infrastructure Private Limited. [PANAAWCS4093G],**
25. **Superwell Real Estates Private Limited. [PAN-AAWCS4665C],**
26. **Trinabh Infrastructure Private Limited. [PAN-AAFCT5595H],**
27. **Triwave Developers Private Limited. [PAN-AAFCT5597F],**
28. **Mahalon Construction Private Limited. [PAN-AAKCM0487E],**
29. **Salmon Residency Private Limited. [AAWCS6008H]**
30. **DTC Intertrade Private Limited [AAACD9481D]**
31. **DTC Minerals Private Limited [AAACG9574A]**
32. **Ayush Finvest Private Limited. [PAN AADCA6570F]**
33. **Abstar Infracon Private Limited. [PAN AANCA8896J]**
34. **Accro Developers Private Limited. [PAN AANCA8895M]**

35. Avocado Construction Private Limited. [PAN AAOCA0561H]
36. Bellview Niwas Private Limited [PAN AAGCB4899R]
37. Bhumi Complex Private Limited. [PAN AAGCB4829D]
38. Bisque Constructions Private Limited. [PAN AAGCB5590B]
39. Bluesky Niketan Private Limited. [PAN AAGCB4804L]
40. Brajbihari Complex Private Limited. [PAN AAGCB5591A]
41. Browline Estates Private Limited. [PAN AAGCB4780P]
42. Bufflehead Towers Private Limited. [PAN AAGCB5588H]
43. Burlywood Construction Private Limited. [PAN AAGCB5589G]
44. Circular Niwas Private Limited. [PAN AAGCC2343H]
45. Clementine Construction Private Limited. [PAN AAGCC3096B]
46. Coactive Construction Private Limited. [PAN AAGCC2316J]
47. Dies Devcon Private Limited. [PAN AAFCD5037L]
48. Drishti Niwas Private Limited. [PAN AAFCD5036M]
49. Drove Projects Private Limited. [PAN AAFCD4991D]
50. Dwarkapati Residency Private Limited. [PAN AAFCD5687C]
51. Ekonkar Enclave Private Limited. [PAN AAECE1419J]
52. Elderberry Construction Private Limited. [PAN AAECE1549F]
53. Firebrick Complex Private Limited. [PAN AACCF7270Q]
54. Fitina Realtors Private Limited. [PAN AACCF6790K]
55. Gameplan Tower Private Limited. [PAN AAGCG1636F]
56. Greenlong Developers Private Limited. [PAN AAGCG1673C]
57. Greenwall Infracon Private Limited. [PAN AAGCG1942A]
58. Holemart Properties Private Limited. [PAN AADCH7705F]
59. Indonep Developers Private Limited. [PAN AAECI0057Q]
60. Jazz Realtors Private Limited. [PAN AADCJ5999H]
61. Jupiter Reality Private Limited. [PAN AADCJ5982C]
62. Lemongrass Realtors Private Limited. [PAN AACCL9519J]
63. Lightcoral Complex Private Limited. [PAN AACCL9898C]
64. Lossen Realty Private Limited. [PAN AACCL9518K]
65. Mistyrose Construction Private Limited. [PAN AAKCM1132E]
66. Motihari Real Estates Private Limited. [PAN AAKCM0015A]
67. Navybeans Conclave Private Limited. [PAN AAFCN0652B]
68. Nectarine Complex Private Limited. [PAN AAFCN1205N]
69. Nettles Devcon Private Limited. [PAN AAFCN0691L]
70. Nightangels Complex Private Limited. [PAN AAFCN0651C]
71. Onetouch Realcon Private Limited. [PAN AACCO2465L]
72. Overween Estates Private Limited. [PAN AACCO2356A]
73. Passim Nirman Private Limited. [PAN AAICP4079M]
74. Prevail Infracon Private Limited. [PAN AAICP4077F]
75. Quatre Realcon Private Limited. [PAN AAACQ4084H]
76. Youngest Realcon Private Limited. [PAN AAACY7630H]
77. Sandman Realcon Private Limited. [PAN AAWCS3667E]

78. **Seventhsky Complex Private Limited. [PAN AAWCS3722Q]**
79. **Shivpam Realtors Private Limited. [PAN AAWCS4709F]**
80. **Shivpariwar Enclave Private Limited. [PAN AAWCS6237J]**
81. **Skybeans Complex Private Limited. [PAN AAWCS3566J]**
82. **Subhpah Projects Private Limited. [PAN AAWCS4711R]**
83. **Sulochna Towers Private Limited. [PAN AAWCS3560Q]**
84. **Sunlike Developers Private Limited. [PAN AAWCS6236K]**
85. **Swarnyug Hirise Private Limited. [PAN AAWCS6044D]**
86. **Thistle Complex Private Limited. [PAN AAFCT6024M]**
87. **Utzsho Housing Developement Private Limited. [PAN AABCU8677M]**
88. **Vinica Infracprojects Private Limited. [PAN AAFCV3380A]**
89. **Wellpan Infracon Private Limited. [PAN AABCW7260N]**
90. **Wellpan Properties Private Limited. [PAN AABCW7495H]**
91. **Windstrom Realtors Private Limited. [PAN AABCW7239B]**
92. **Winterland Properties Private Limited. [PAN AABCW7238A]**
93. **Vighnraja Complex Private Limited. [PAN AAFCV3315B]**
94. **Livehigh Towers Private Limited. [PAN AACCL9509L]**
95. **Uniworth Complex Private Limited. [PAN AABCU8694E]**
96. **Allworth Complex Private Limited. [PAN AANCA8818N]**
97. **Kesuri Realty Private Limited. [PAN AAGCK0281Q]**
98. **Mishan Infracproperties Private Limited. [PAN AAKCM0856F]**
99. **Gurunam Realtors Private Limited. [PAN AAGCG2147P]**
100. **Yellowline Infrastructure Private Limited. [PAN AAACY7647Q]**

- the Parties above having serial Nos. 30, 31 & 32 are all companies within the meaning of the Companies Act, 2013, having their registered offices at 1, Netaji Subhash Road, Kolkata-700 001, P.S. Hare Street, P.O.- GPO and the Parties above having serial Nos. 1 to 29 and 33 to 100 are all companies within the meaning of the Companies Act, 2013 having their registered offices at Diamond Harbour Road, Kolkata-700 104, P.S.- Bishnupur, Post Office- Joka, and all the 100 Parties are hereinafter collectively called the "**Second Owners**", which expression shall, unless excluded by the subject or context, include their respective successors-in-interest and/or assigns, and all are represented by their constituted attorney **M/s. DTC Projects Private Limited** through Ayush Jalan duly authorised by the Power of Attorney dated 31st October, 2018, registered in the office of the Additional Registrar of Assurances-III, Kolkata, and recorded in Book No IV, CD Volume No.1903-2018, Pages 196579 to 196620, being No. 190306876 for the year 2018 through its Authorised Signatory Mr. Jitendra Kumar Singh, (PAN- ENOPS1448K), Aadhaar No. 435348070521, Mobile No. 6290585106, son of Late Ramchabila Singh, by faith Hindu, by occupation Service, working for gain at 1, Netaji Subhas Road, Kolkata - 700001, duly authorised by the Board Resolution dated 15th February 2023.

- A N D -

1. **Avocado Constructions Private Limited [AAOCA0561H]**
2. **Bellview Niwas Private Limited [AAGCB4899R]**
3. **Bisque Constructions Private Limited [AAGCB5590B]**
4. **Gurunam Realtors Private Limited [AAGCG2147P]**
5. **Skybeans Complex Private Limited [AAWCS3566J]**
6. **Swarnyug Hirise Private Limited [AAWCS6044D]**
7. **Saswat Residency Private Limited [AAWCS7149B]**

- the Parties are all companies within the meaning of the Companies Act, 2013, having their registered offices at Diamond Harbour Road, Kolkata-700 104, P.S.- Bishnupur, Post Office- Joka, and all the 100 Parties are hereinafter collectively called the "**Third Owners**", which expression shall, unless excluded by the subject or context, include their respective successors-in-interest and/or assigns, and all are represented by their constituted attorney **M/s. DTC Projects Private Limited** through Ravi Khaitan duly authorised by the Power of Attorney dated 11th February, 2023, registered in the office of the Additional Registrar of Assurances-II, Kolkata, and recorded in Book No I, CD Volume No.1902-2023, Pages 65227 to 65273, being No. 190201838 for the year 2023 through its Authorised Signatory **Mr. Jitendra Kumar Singh**, (PAN No.- ENOPS1448K, Aadhar No. 435348070521) Son of Late Ramchabila Singh, by faith Hindu, by occupation Service, working for gain at 1, Netaji Subhas Road, Kolkata-700 001, duly authorised by the Board Resolution dated 15th February 2023.

All the above "**First Owners**", "**Second Owners**" and "**Third Owners**" shall hereinafter collectively be referred to as the "**Land Owners**" (which term or expression shall, unless repugnant to or inconsistent with the context or meaning thereof, be deemed to mean and include their respective successors-in-interest and permitted assigns) of the **First Part**.

- A N D -

DTC Projects Private Limited, [PAN AAECs1016K], a company within the meaning of the Companies Act, 2013 and having its registered office at 1, Netaji Subhas Road, Kolkata – 700 001, hereinafter called the "**Promoter**", which expression shall, unless excluded by the subject or context, include its successors-in-interest and/or assigns, and represented by **Mr. Jitendra Kumar Singh**, (PAN ENOPS1448K, Aadhar No. 435348070521, Mob No. 6290585106) Son of Late Ramchabila Singh by faith Hindu, by occupation Service, working for gain at 1, Netaji Subhas Road, Kolkata-700 001 duly authorised by the Board Resolution dated 15th February 2023, hereinafter referred to as the '**Promoter**' (which term or expression shall, unless repugnant to or inconsistent with the context or meaning thereof, be deemed to mean and include their respective successors-in-interest and permitted assigns) of the **Second Part**;

- A N D -

Mr., son of Mr., (PAN, Aadhar No.& Mobile No.....) by faith Hindu, by occupation and **Mrs.**, wife of Mr., (PAN, Aadhar No. & Mobile No.....) by faith Hindu, by occupation both residing at,, P.O -, P.S - hereinafter collectively called the "**Allottees**", (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, executors, administrators, successors-in-interest and permitted assigns) of the **Third Part**.

The **Land Owners**, the **Promoter** and the **Allottee/s** shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**" and the Allottee has been referred to herein in singular number and neuter gender.

WHEREAS:

- A.** Irrespective of the number of the Allottees and irrespective of their gender, they have been referred to herein in singular number and in neutral gender.
- B.** The First Owners amongst themselves own the plots of land more fully described in **Schedule-A** hereunder written, shaded '**RED**' in the annexed **Plan-A** and hereinafter referred to as the "**First Land**".
- C.** The First Owner Nos. 1 to 14 and the Developer amongst themselves own the land more fully described in the **Schedule-B** hereunder written, shaded '**YELLOW**' in the annexed **Plan-A** and hereinafter referred to as the "**Connecting Land**". The Connecting Land connects the First Land to the main road.
- D.** By an Agreement dated 7th January, 2015, hereinafter referred to as the "**First Development Agreement**", registered in the office of the ARA-I, Kolkata and recorded in Book No. I, CD Volume No.10, Pages from 882 to 920, Being No. 03631 for the year 2015, the First Owners had appointed the Developer to develop the First Land, hereinafter referred to as the "**Original Project**" inter alia, on the following terms:
 - (i) No construction will be made over the Connecting Land, except for gates and rooms for the persons who will be guarding the gate, and it is to be used only for ingress to and egress from the Original Project, hereinafter referred to as the "**Connecting Area Easement Right**".
 - (ii) The Developer will construct residential, commercial and/or residential-cum- commercial buildings, hereinafter referred to as the "**Blocks**", each of which will consist of separate and self-contained enclosed spaces,

hereinafter called the "**Units**", sell these and collect all the proceeds from such sales.

- (iii) In the event any of the First Owners or the Developer purchased any lands contiguous and/or adjacent to the First Land or, if any of them entered into any development arrangement for any lands contiguous and/or adjacent to the First Land, hereinafter referred to as the "**Further Land**", besides the Connecting Area Easement Right, right of ingress and egress over the First Land, hereinafter referred to as the "**Easement Rights of the Further Land**", will also be extended for the developmental works at the Further Land as also to the Allottees of the areas that will be transferred as exclusively usable, heritable and transferable immovable properties within the Further Land, hereinafter referred to as the "**Further Land Allottees**".
 - (iv) The developmental works over the Further Lands would be deemed to be a part of the Original Project, and all such developmental works will be deemed to be part and parcel of a single project, hereinafter called the "**Said Project**".
- E.** By a Power of Attorney dated 7th January, 2015, hereinafter referred to as the "**First Owners' POA**", registered in the office of the A.R.A.-III, and recorded in Book No. IV, CD Volume No 6, Pages 3668 to 3700, Being No. 02442 for the year 2015, the First Owners had granted the Developer the necessary powers required for executing the Original Project.
- F.** The Second Owners amongst themselves initially owned the plots of land more fully described in **Schedule-C** hereunder written, shaded '**LIGHT BLUE**' in the annexed **Plan-A** and hereinafter referred to as the "**Second Land**".
- G.** The Second Owners were in the know of the First Development Agreement and the Original Project, especially that in the event they appointed the Developer to develop the Second Land, the same would be added to the Original Project and become part and parcel thereof. In contemplation of awarding the developmental rights of the Second Land to the Developer and to aid the constructional works of the Said Project:
- (i) By a Memorandum of Agreement dated 14th/18th July, 2017, registered in the office of the A.D.S.R. Bishnupur and recorded in Book No. I, Volume No.1613-2017, Pages from 72811 to 72848, being No. 161303787 for the year 2017, hereinafter referred to as the "**BSNL Arrangement**", the Second Owner having Serial Nos. 94, 95 and 96, inter alia, had jointly handed over to the Bharat Sanchar Nigam Limited, hereinafter called "**BSNL**", free of cost the plot of land more fully described in **Schedule-E** and shaded 'ORANGE' in the annexed **Plan-A** and hereinafter referred to as the "**BSNL Land**", owned by them for obtaining the 'no objection certificate' to construct buildings up to the height of 80 (eighty) Metres, inter alia, within the First Land and the Second Land, where the Developer at its cost would construct a tower and a room with attached toilet. BSNL had to be also given the right of way from the public main road to the BSNL Land, again without any cost,

inter alia, for ingress and egress thereto and for laying of various cables, lines and wires to the BSNL Land.

- (ii) By a gift dated 30th July, 2018, registered in the office of the A.R.A.-I, and recorded in Book No. I, Volume No. 1901-2018, Pages 257513 to 257561, being No. 190106187 for the year 2018 the Second Owners Nos. 97, 98 and 99 had jointly gifted to M/s West Bengal State Electricity Distribution Company Limited, hereinafter called as "**WBSEDCL**", out of the Second Land the plot of land more fully described in **Schedule-F** and shaded '**PINK**' in the annexed **Plan-A** and hereinafter referred to as the "**WBSEDCL Land**", to ensure supply of electric power, inter alia, to the First Land and the Second Land.

H. Thereafter, by an Agreement dated 10th October, 2018, hereinafter referred to as the "**Second Development Agreement**", registered in the office of the Additional Registrar of Assurances -I, Kolkata and recorded in Book No. I, CD Volume No. 1901-2018, Pages from 330635 to 330808, Being No. 190108008 for the year 2018, the Second Owners had appointed the Developer to develop the Second Land, save the BSNL Land and the WBSEDCL Land, which plot of land is more fully described and hereinafter referred to as the "**Second Owners' Developable Land**", inter alia, on the following terms:

- (i) The Developer will construct residential, commercial and/or residential-cum-commercial Blocks, sell the Units therein and collect all the proceeds from such sales.
- (ii) In the event any of the Second Owners or the Developer purchased any lands contiguous and/or adjacent to the Second Owners' Developable Land or, if any of them entered into any development arrangement for any lands contiguous and/or adjacent thereto, hereinafter referred to as the "**Further Land**", besides the Easement Rights of the Further Lands mentioned in the First Development Agreement, easement rights over the common areas of the Second Further Land would also be extended to all the acquirers Units within the Second Further Land.
- (iii) The developmental works over the Second Further Lands would also be deemed to be a part and parcel of the Said Project.
- (iv) Although the Developer will include the 7.5 Meter wide passage more fully described in **Schedule-H** and shaded '**GREY**' in the annexed **Plan-A**, hereinafter referred to as the "**Exclusive Passage**", in the Said Project and utilise its area to avail F.A.R. but to ensure that the covenants of the Second Owner Nos. 94, 95 and 96 contained in the BSNL Arrangement is adhered to at all times, no construction will be made thereon and the same will not be included within the 'Common Areas' of the Said Project though however all Allottees of Saleable Areas within the Said Project as also those within the Second Further Land, if any, will have the right of way for ingress and egress with men, servants and agents with vehicles over the same along with BSNL.

- I. By a Power of Attorney dated 31st October, 2018 hereinafter referred to as the "**Second Owners' POA**", registered in the office of the Additional Registrar of Assurances -III, Kolkata, and recorded in Book No. IV, Volume No 1903-2018, Pages 196579 to 196620, Being No. 190306876 for the year 2018, the Second Owners have granted the developer the necessary powers required for developing the Second Owners' Developable Land in the manner as stated above.
- J. Thereafter, by an Agreement dated 11th February, 2023, hereinafter referred to as the "**Third Development Agreement**", registered in the office of the Additional Registrar of Assurances -II, Kolkata and recorded in Book No. I, CD Volume No. 1902-2023, Pages from 65032 to 65091, Being No. 190201806 for the year 2023, the Third Owners had appointed the Developer to develop the Third Land, which plot of land is more fully described in **Schedule-D** and shaded '**LIGHT BLUE**' in the annexed **Plan-A** and hereinafter referred to as the "**Third Owners' Land**", inter alia, on the following
- i. Though the Promoter would develop the Third Owners' Developable Land at its own costs and expenses for the Third Owners, hereinafter referred to as the "**Third Project**", the Third Project however will be a part and parcel of the Said Project having the same common areas and facilities, hereinafter the "**Project Common Portions**".
 - ii. In the event any of the Land Owners or the Promoter purchased any lands contiguous and/or adjacent to the Existing Land or, if any of them entered into any development arrangement for any lands contiguous and/or adjacent thereto, hereinafter referred to as the "**Further Land**", besides the Easement Rights of the Further Lands mentioned in the Development Agreement, easement rights over the common areas of the Further Land would also be extended to all the acquirers of the areas that can be transferred as exclusively usable, heritable and transferable immovable properties within the Further Land.
 - iii. The developmental works over the Further Lands would be also deemed to be a part and parcel of the Said Project.
 - iv. Although the Promoter will include the 7.5 Meter wide passage more fully described in **Schedule-H** and shaded '**GREY**' in the annexed **Plan-A**, hereinafter referred to as the "**Exclusive Passage**", in the Said Project and utilise its area to avail F.A.R.
- K. By a Power of Attorney dated 11th February, 2023 hereinafter referred to as the "**Third Owners' POA**", registered in the office of the Additional Registrar of Assurances -III, Kolkata and recorded in Book No. I, Volume No 1902-2023, Pages 65227 to 65273, Being No. 190201838 for the year 2023, the Third Owners have granted the developer the necessary powers required for developing the Third Owners' Developable Land in the manner as stated above.

- L.** The Landowners and the Promoter are developing the First Land, the Connecting Land, the Second Owners' Land and the Third Owners Land, hereinafter collectively referred to as the "**Developable Land**", more fully described in the **Schedule-G** hereunder written, and save the BSNL Land and the WBSEDCL Land and exclusive passage, which plot of Land is more fully described in **Schedule-I** hereinafter collectively referred to as the "**Said Land**" and in the annexed **Plan-A** in the following manner:
- (i) It will be a gated complex named "**DTC Southern Heights**", hereinafter referred to as the "**Complex**".
 - (ii) The Connecting Land will be used only for ingress to and egress from the Complex having the bare minimum constructions like the gate at the entrance from the Diamond Harbour Road and the guard room for the security personnel manning that gate.
 - (iii) The entirety of the Complex will not be developed at a time but in different portions, hereinafter referred to as the "**Phases**".
 - (iv) There will be places for parking of cars and two wheelers, hereinafter referred to as the "**Parking Spaces**", which will be covered, open and mechanised as be sanctioned. The Parking Spaces will be sold along with the Units and will form an integral part thereof but the same may not be in the same Phase as that of the Unit.
 - (v) Certain portions of each Phase will be earmarked for the common use and enjoyment, hereinafter referred to as the "**Phase Common Portions**". The Unit owners and occupiers of all the Phases will be entitled to use and enjoy the Phase Common Portions of all the other Phases so that upon completion of the entirety of the Complex, all the Phase Common Portions together will become the common portions of the Complex, hereinafter referred to as the "**Complex Common Portions**".
 - (vi) After completion of each Phase, an association of the Allottees of the Units of that Phase will be formed, hereinafter called the "**Phase Associations**". The owners of all Units will compulsorily become members of the Phase Association of the Phase within which its Unit is situated. Till formation of the Phase Association of any particular Phase, the Developer shall manage and maintain the Phase Common Portions of that Phase and upon formation of its Phase Association, the Developer shall handover the management and maintenance of that Phase to its Phase Association. Upon completion of all the Phases, all the Phase Associations will form one single association, hereinafter called the "**Complex Association**", who will then manage and maintain the Complex Common Portions. Upon formation of more than two Phase Associations, the then existing Phase Associations may be amalgamated to form the Complex Association and the Common Portions of such Phases will also be amalgamated. In such an event, upon completion of any other Phase, the owners having Units in such a completed Phase will be inducted as members of the Complex Association

and the Phase Common Portions of that Phase brought under the Complex Association.

(vii) There will be a club, hereinafter the "**Club**", in the Complex for the recreational activities for only the owners and occupiers of the Units in the Complex which will be part of the Complex Common Portions.

M. The Developer had the plan for one of the Phases of the Complex, hereinafter called the "**Said Phase**", to be constructed on the portion of the Said Land described in **Schedule-J** and shaded '**BLUE**' in the annexed **Plan-A** and hereinafter referred to as the "**Said Phase Land**", duly sanctioned by the Zilla Parishad, 24-Parganas (South) and the Kulerdari Gram Panchayat, Bishnupur-1 Block, 24-Parganas (South), hereinafter called the "**Sanctioning Authority**". The Said Phase was duly registered under the RERA Act, 2016, hereinafter referred to as the "**Said Act**", being Registration No., dated

N. Thereafter, by an Agreement for Sale, the details whereof are mentioned in **Schedule-L** and which is hereinafter referred to as the "**Sale Agreement**", the Allottee had agreed to purchase and the Land owners and the Promoter had agreed to sell the Unit and such other rights appurtenant thereto as more fully described in **Schedule-M** hereto and hereinafter referred to as the "**Said Apartment**", at and for the price mentioned in **Schedule-N**, hereinafter referred to as the "**Total Price**", and such other terms and conditions as mentioned in the Sale Agreement. The Block Common Portions of the Block in which the Unit of the Allottee is situated are mentioned in **Part-I of Schedule-K** and the Phase Commons of the Said Phase are detailed in **Part-II of Schedule-K**.

O. The Partial Completion Certificate in respect of the Said Phase has been granted by the Zilla Parishad, South 24 Parganas, West Bengal on

P. The Promoter had thereafter caused the carpet area of the Said Apartment to be measured whereupon the same was found to be the same as mentioned in the Sale Agreement and the amount for which the Said Apartment is now being sold by the Land owner to the Allottee is the Total Price and is again mentioned in **Schedule-O** and hereinafter referred to as the "**Said Consideration**".

Q. The Allottee was duly informed of having obtained the Completion Certificate and offered to take possession of its Unit. Inasmuch as the Allottee is required to take possession of its Unit within two months from the date of the Completion Certificate, the Allottee shall be deemed to have taken possession of its Unit for all purposes on[Date]....., hereinafter referred to as the "**Possession Date**".

R. In pursuance of the above, this Deed of Conveyance is now being executed by the Landowners and the promoters in favour of the Allottee to give effect to the transfer by way of sale of the Said Unit.

NOW THIS DEED WITNESSES as follows:

I. Sale: In pursuance of the Sale Agreement and in consideration of the Allottee having paid the entirety of the Said Consideration, alongwith the sinking fund and the maintenance charge payable, which is mentioned in **Schedule-O, P & Q** and agreeing to observe and perform all the terms and conditions herein mentioned, the Land owners and each of them doth hereby jointly sell, grant, convey and transfer **ALL THAT** the Said Unit more fully described in **Schedule-M** hereto **AND** the pro-rata share of the Said Land, the Block Common Portions and the Phase Common Portions, to be used by the Allottee in common with the Allottees and/or occupiers of all the Units of the Said Project together with all easements, rights and appurtenances belonging thereto **AND TO HAVE AND HOLD** the Said Unit absolutely and forever as its exclusive owner free from all encumbrances, *subject however to* the Allottee observing and performing all its specific covenants, stipulations, restrictions and/or obligations mentioned herein which shall be covenants running with the Said Apartment in perpetuity.

II. Acceptance and Acknowledgement: The Allottee doth hereby, agree, accept, confirm and covenant with each of the Land owners and the Promoter as follows:

(a) Inspection of Plan, Fixtures, Fittings: The Allottee has, *inter alia*, inspected, perused and/or verified:

- (1) All the documents relating to the title of the Land Owners to the Said Land.
- (2) All the documents, *inter alia*, the First Development Agreement, the Second Development Agreement and the Third Development Agreement, relating to the right of the Promoter to execute the Said Project.
- (3) The plan of the Unit of the Allottee, the Said Block and the Said Phase as sanctioned by the Sanctioning Authority.
- (4) The construction and workmanship of the Said Block and the Unit of the Allottee and the condition and description of all the fixtures and fittings installed and/or provided therein and also as to the amenities and facilities appertaining to the Said Apartment.
- (5) The measurement of the Carpet Area of the Unit of the Allottee.

(b) Satisfaction: The Allottee hereby declares that it is fully satisfied with all the above and shall never raise any objection with regard to any of the above.

- (c) **Complex Common Portions:** In case the Land Owners add any Further Lands to be part and parcel of the Complex, the Allottee shall allow unhindered access to the Promoter and their men, servants and agents over and/or through the Complex Common Portions for the constructional works thereon and, after completion thereof, the common portions of such additional areas will form part of the Complex Common Portions and the existing Unit owners and/or occupiers of the Complex as also those of the Further Lands, will use and enjoy such enlarged Complex Common Portions in common with each other.
- (d) **Limited Common Areas & Facilities:** In the event the Promoter reserve and allot any part or portion of the Complex Common Portions for the Allottee of any Unit in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972, the Allottee shall not raise any objection thereto.
- (e) **Possession:** At or before execution hereof, the Allottee has been handed over actual physical possession of the Said Apartment.

III. Association:

- (a) The Promoter shall cause an association of the Allottees of the Units of the Said Phase to be formed, hereinafter called the "**Phase Association**". All Unit owners of the Said Phase, including the Allottee, shall compulsorily become members of the Phase Association as and when the same is formed.
- (b) Upon completion of construction of each of the Phases, the Promoter shall cause similar associations to be formed of the Unit owners of such completed Phases.
- (c) Upon completion of all the Phases, all the Phase Associations will form one single association, hereinafter called the "**Complex Association**".
- (d) The Phase Association or the Complex Association, as the case may be, shall ultimately be in charge of and be responsible for the management and maintenance, including the upkeep, hereinafter referred to as the "**Maintenance**", of the Phase Common Portions or the Complex Portions, as the case may be.
- (e) As and when construction of any new Phase is completed and the possession of the Units therein are handed over to their respective owners, the owners the Units of such new Phase may be inducted into the already existing Phase Association so that the already existing Association can execute the Maintenance of all the completed Common Portions of the Complex and upon completion of the Said Project this existing Phase Association automatically becomes the Complex Association.

- (f) The concerned Association may execute the Maintenance by itself and/or by engaging one or more agencies, hereinafter referred to as the "**Other Agencies**"
- (g) In case the land Owners and the Promoter add any Further Lands to be part and parcel of the Complex, similar associations may be formed for the completed constructed Phases of such Second Further Land and in such case these associations will also become part of the Complex Association. Upon completion of construction of any Phase on the Further Lands, its common portions shall be immediately added in the Complex Common Portions and the owners of the Units of such Phase will be inducted in the Complex Association.
- (h) The Allottee(s) shall be entitled to use such Shared Common Facilities, subject to the rules, regulations / guidelines framed by the Promoter and / or the Association/ Complex Association (to be formed) as the case may be and the Allottee is aware that the Shared Common Infrastructure shall not form part of the Project Land and shall not form part of the Declaration required under the West Bengal Apartment Ownership Act as and when Association in respect of the Project is being made. The Allottee(s) hereby confirms and acknowledges that the Shared Common Infrastructure shall be managed/controlled by the Owners, and Promoter and shall be transferred to the Complex association (which shall comprise of all the association of various phases including the owners/promoter in respect of the land/area retained by them) as and when all the phases in the Complex/Project are constructed and completed in all respects which shall be certified by the Promoter.
- (i) In respect of the Phase Association and/or the Complex Association, as the case may be, the Allottee shall:
- (1) Accept, without any objection of any nature whatsoever, the rules and regulations of the concerned Association hereinafter called the "**Association Rules**".
 - (2) Diligently observe, perform and abide by all the Association Rules.
 - (3) Co-operate with the concerned Association and its other members in all activities.
 - (4) Pay all the charges, costs and/or fees as may be levied by the concerned Association for the Maintenance, hereinafter referred to as the "**Maintenance Charge**", that will be levied upon the Allottee from time to time, at the rates and within the due dates for payment as be fixed by the concerned Association.
 - (5) Bear and pay pro rata share of any legal, statutory and/or incidental costs that the concerned Association may have to bear for any part or portion of the Complex.

(j) The Allottee 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 Allottees shall be liable to pay interest @2% per mensem on the due amounts and if such default shall continue for a period of three months then and in that event the Allottee shall not be entitled to avail of any of the facilities, amenities and utilities provided in the "Said Project" and the Promoter/Association as the case may be, shall be entitled to take the following measures and the Allottee hereby consents to the same:

i) to discontinue the supply of electricity to the "Said Apartment".

ii) to disconnect the water supply.

iii) not to allow the usage of lifts, either by Allottee, his/her/their family members, domestic help and visitors.

iv) to discontinue the facility of DG Power back-up.

v) to discontinue the usage of all amenities and facilities provided in the said project to the Allottee and his/her/their family members/guests.

vi) the Promoter / Association as the case may be shall be having lien on the "Said Apartment" for such unpaid amount of Maintenance Charges.

(k) The above said discontinuation of some services and facilities shall not be restored until such time the Allottee has 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 Promoter/Association to realize the due amount from the Allottee.

IV. Club: The Club shall be a part of the Complex Common Portions. The Promoter will initially manage it by itself or through its nominee or nominees, which can be an agency having knowledge, competency and expertise in running a Club. The Promoter will hand over the management of the Club to the Complex Association upon completion of the Project or sooner as may be best in the interest of the Club. All the Allottees of Units of the Complex will be members of the Club. All Allottees may request for additional membership to the Club for the occupants of their Units, which may be permitted by the Promoter or the concerned Association on such terms and conditions as the Promoter or the concerned Association may deem fit and proper, which will, inter alia, be as under:

(a) If the Allottee is a Body Corporate or a Partnership firm or a HUF or an LLP or any other Association of Persons, it will be required to nominate the occupier of the Unit as the member of the Club.

- (b) If the members bring guests to use the Club facilities, they will be required to pay guest charges and this will be governed by the rules and regulations of the Club.
- (c) Some of the facilities at the Club shall be available to the members, subject to payment of only the Monthly Subscription, while other facilities will be available on "pay and use" basis over and above the Monthly Subscription.
- (d) Detailed terms and conditions of the Club membership, different charges and rules and regulations governing the usage of the Club will be formulated in due course and circulated to all the members and the same will be binding on all the members, including Additional Members.
- (e) The Allottee hereby accepts that all the facilities of the Club may not be ready or operational for use as on the Possession Date and that as soon as any of the Club facilities becomes operational, use thereof shall immediately be made available to the Allottee.
- (f) If the Said Apartment is transferred, the Allottee's membership of the Club will automatically stand transferred to its transferee and the Allottee's membership and those of its additional members, if any, will automatically stand cancelled.

V. Community Hall : Use the Community Hall for small functions of their families or for the meeting of Apartment Owners or for the use of any function / meeting by all the Apartment Owners of the project. Although the Community Hall will be provided with a Pantry/Kitchen, however, it shall be used only for warming of the pre-cooked food or final dressing of the food etc. and for the safety purpose, in no circumstances, the full-fledged cooking shall be allowed.

- a) Not to use the Community Hall for weddings/religious festivals, or any ceremonial rite that require lighting up of a fire /spraying of color/sacrifice of animals, within and outside the community hall.
- b) Not to use or permit the use of any loud speakers beyond the time limit and confines of the Community Hall.
- c) Not to use the said hall, and any other covered/ enclosed area of the said project for sprinkling or spraying of colour and paints/lighting up of fire /sacrifice of animals during any festival, but to celebrate the same, in the outdoor areas of the premises, if and as may be allowed by the Promoter/ Association as the case may be, and only in the area as may be designated by them, provided however, that such celebrations shall not continue beyond 10 p.m. and music, if any played, will be within tolerable limits, so as no objection is raised from any other occupants.

VI. Maintenance of the Common Portions: The Developer shall carry out the Maintenance till such time the Phase Association is formed and it may do so either directly or by engaging one or more Other Agencies. After the

formation of the Phase Association, the Developer shall hand over the Maintenance to it. In case the Developer has been carrying on the Maintenance, or any part or portion thereof, through one or more Other Agencies, such Other Agencies shall automatically come under the Phase Association. Upon formation of the Complex Association, it will take over the Maintenance and the Other Agencies shall also come under it.

VII. Maintenance Charge: The Allottee shall pay the Maintenance Charge from the Possession Date. The rate of the Maintenance Charge at any given point of time will be fixed on the then prevailing market prices, costs and/or rates. The Maintenance Charge and all other charges that the Allottee will be required to pay will be calculated on the Super Built-Up Area of the Unit of the Allottee mentioned in **Schedule-M**. In case the Allottee defaults in making any payment to the Developer, Phase Association or the Complex Association, as the case may be, within the time stipulated to make such payment, hereinafter referred to as the "**Default Amount**", the Developer, Phase Association or the Complex Association, as the case may be, shall be entitled to withhold all or any of the utilities, facilities and/or services to the Allottee, including utilization of the Club, till the entire Default Amount and the interest thereon is paid. The Developer, Phase Association or the Complex Association, as the case may be, shall further be entitled to charge interest on the Default Amount or the unpaid part or portion thereof, @ 2% (two per cent) per month, compoundable monthly, till the Default Amount including damages suffered or costs incurred due to delay in making payment of the Default Amount or for realisation of the Default Amount is fully paid.

VIII. Manner of Maintenance: Till such time the Developer is in charge of the Maintenance, the Allottee shall abide by such Rules and Bye Laws as be framed by the Developer for Maintenance of the Phase Common Portions and the Club, if completed, with such restrictions as be necessary and deemed fit by the Developer.

IX. Maintenance Security Deposit: To secure the payment of the Maintenance Charge, at or before execution hereof, the Allottee has deposited the amount mentioned in **Schedule-P** being Rs.3.00 per Square Feet of the Super Built Up Area of the Unit of the Allottee for 12 (twelve) months hereinafter referred to as the "**Maintenance Security Deposit**". In case the Allottee defaults to timely pay any payment whatsoever to be made by it to the Developer, the Phase Association or the Complex Association, as the case may be:

- (a) The Developer, the Phase Association or the Complex Association, as the case may be, shall be entitled to utilise such part or portion of the Maintenance Deposit to adjust any recoverable dues from the Allottee.
- (b) In the event, any part or portion of the Maintenance Deposit has to be utilised by the Developer, the Phase Association or the Complex Association, as the case may be, the Allottee shall be bound to replenish the withdrawn

amount within the time as demanded by the Developer, the Phase Association or the Complex Association, as the case may be.

- (c) As and when the Maintenance Charge is increased, the Allottee shall be asked to pay such further sum towards the Maintenance Security Deposit so that at all material times it is equal to 12 (twelve) months Maintenance Charge for the Unit of the Allottee.
- (d) The Developer shall transfer/hand over the Maintenance Security Deposit without any interest, after adjustment/recovery of any dues if any, to the Phase Association at the time of handing over the Maintenance to it.

X. Sinking Fund: For creation of a maintenance corpus for major repairs, renovation and/or reconstruction of any part or portion of the Complex Common Portions, and/or for similar other eventualities, hereinafter referred to as the "**Sinking Fund**", at or before execution hereof the Allottee has deposited the amount mentioned in **Schedule-Q** being Rs.3.00 per Square Feet of the Super Built Up Area of the Unit of the Allottee for 12 (twelve) months. The amount received as Sinking Fund, will be handed over without any interest to the Complex Association upon its formation after deducting therefrom the expenses, if any, incurred by the Developer on account of any repairs, renovation and/or reconstruction of any part or portion of the Complex Common Portions. The Complex Association may ask the Allottee, along with all the other owners of the Units, to pay such further sums, calculated on the Super Built-Up areas of their Units, towards the Sinking Fund if in its opinion the deposit in it should be increased.

XI. Right to enter the Apartment for repairs: The Developer, the Phase Association or the Complex Association, as the case may be, shall have the unrestricted access rights to all the Common Portions, covered Parking Spaces for providing necessary maintenance services. For providing Maintenance to the Block Common Portions and to set right any defect in any portion thereof or any of the other Units in the Said Block, the Allottee agrees to permit the Developer, the Phase Association or the Complex Association, as the case may be, to enter into the Unit of the Allottee or any part thereof, after due notice but during the normal working hours, unless the circumstances warrant otherwise.

XII. Compliance with respect to the Unit: After taking possession of its Unit, the Allottee shall:

- (a) Be solely responsible at its own costs and expenses to maintain its Unit and keep it in good repairs and condition and shall not do or suffer to be done anything therein or in the Said Block or any part or portion thereof, including without limitation, its staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority.

- (b) Not make any changes or any additions or alterations to its Unit and keep, its walls and partitions, electrical fittings, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition to ensure that the support, shelter etc. of the Said Block is not in any manner whatsoever damaged or jeopardised.
- (c) Not remove any wall, including the outer and load bearing walls of its Unit.
- (d) Not separate, divide or partition its Unit in any manner whatsoever.
- (e) Not put any sign board/name plate, neon light, publicity material or advertisement material etc. on any part or portion of the Said Block, or any other Block or anywhere within the Complex Common Portions.
- (f) Not change the colour scheme of the outer walls or paintings of any portion of the Said Block or the windows or carry out any change whatsoever in the design of the Unit of the Allottee that may cause any change anywhere in the Said Block.
- (g) Not store any hazardous or combustible goods in its Unit or place any heavy material in its Unit or anywhere in the common passages or staircase of the Said Block that may damage the structure of the Said Block.
- (h) Plan and have the electrical load in its Unit distributed in such a manner that the same is in conformity with the electrical systems installed by the Developer, the Phase Association or the Complex Association, as the case may be.
- (i) Not dry or allowed to be dried any clothes etc in the verandah or balcony of its Unit, if it has one, in order to maintain the aesthetics of the Said Block.
- (j) Always keep the balcony or the verandah of its Unit, if it has one, open and not cover it with glazed glass or grill or otherwise so as to enclose the space.
- (k) Not interfere with the elevation or façade of the Said Block and maintain the design intent of the architect of the Said Project.
- (l) Not divide or separate nor claim division or separation of any part or portion of the Complex Common Portions and use the same in common along with other occupants of the Complex without causing any inconvenience or hindrance to any of them.
- (m) Be solely responsible for any loss or damage arising out of breach of any of the aforesaid conditions.

XIII. Promoter & Land Owners Covenants: The Promoter doth hereby covenant with the Allottee as follows:

- (a) **Receipt:** The Promoter has received the entirety of the Said Consideration mentioned in **Schedule-P** for selling the Said Apartment to the Allottee and the Promoter do hereby jointly and severally and by the Memorandum of Consideration below confirm, admit and acknowledge the receipt thereof and do hereby along with the Landowners further release and relinquish all their respective rights, title and/or interests in the Said Apartment in favour of the Allottee.
- (b) **Title:** The Landowners have good right, full power and absolute authority to sell, transfer and convey the Said Apartment.
- (c) **Same Terms:** The Landowners and the Promoter shall sell all the Units in the Complex with the same covenants and stipulations as herein contained which covenants will run in perpetuity with all the Units of the Said Project, to be observed and performed by their respective owners.
- (d) **Defect Liability:** In the event of any structural defect or any other defect in the workmanship, quality or provision of services or any other obligations of the Promoter as per the Sale Agreement is brought to the notice of the Promoter within a period of 5 (five) years from the Possession Date, the Promoter will rectify such defects without further charge *provided however*, neither of them shall not be held liable or responsible for any defects and to rectify the same in any of the following circumstances:
- (1) If the Allottee has made any changes, modifications and/or alterations in the internal plumbing pipes and/or any fittings and/or fixtures, or the walls and/or the floor tiles of its Unit, then any defect in waterproofing, cracks in the plumbing pipes, and/or fittings and/or fixtures, the development of which can be directly or indirectly attributable to the changes so made including but not limited to any damage done during such interior work.
 - (2) If the Allottee has made any changes, modifications and/or alterations in the electrical lines then any defect in the electrical lines that can, directly or indirectly, be attributable to the changes, modifications and/or alterations so made including but not limited to the damage to the concealed electrical wiring during interior work.
 - (3) If the Allottee has made any changes, modifications and/or alterations to any of the doors, their fittings, and/or other related items of its Unit, then any defect of such door, including its lock or locking system or alignments or any other related defects, that can be attributable directly or indirectly to the changes, modifications and/or alterations so made.
 - (4) If the Allottee has made any changes, modifications and/or alterations to any of the windows, their fittings and/or other related items of its Unit, then any defect of such window, its locks or alignment, or seepage from such a window or any other related defects which can be attributable

directly or indirectly due to such changes, modifications and/or alterations.

- (5) If the Allottee has made any changes, modifications and/or alterations in its Unit during execution of the interior decorations or fit-outs of its Unit then defects like damp, hair line cracks, breakage of the floor tiles or other defects that can be attributable, directly or indirectly, to be in consequence of such alterations and/or changes.
- (6) If the damages are to any glass pane of the windows and/or louvers and/or any defects of the doors and/or windows, including without limitation their fittings like locks or locking systems or alignments, which can be attributed to have been caused due to any external impact or forces, other than the forces required to normally operate such doors and/or windows, or if cracks develop between the door frame and the wall due to impacts caused due to improper handling or external impact or forces.
- (7) If there are scratches or damages to the floor or wall tiles due to wear and tear or direct or indirect impact on the floor or the wall tiles.
- (8) If the waste pipes or waste lines from the basins or floor traps get choked due to accumulation of garbage or dust or otherwise due to improper usage or maintenance.
- (9) If the damage is of a nature attributable to installation of air-conditioners, whether indoor or outdoor units, directly or indirectly.
- (10) Damages in pipelines or electrical lines during installation of any furniture or fixtures or any electrical installations or any other household equipments due to improper drilling or otherwise, whether directly or indirectly.
- (11) Any changes, modifications and/or alterations made in the openable/non-openable/balcony MS grills or the grills that are required to be maintained properly and are not done so.
- (12) Damages caused due to non-maintenance of such things or items or fittings or fixtures which require regular maintenance and which gets damaged due to such non-maintenance.
- (13) Normal cracks developing on the joints of brick walls and/or RCC beams and/or columns due to different coefficient of expansion and contraction of materials.
- (14) If the defect in the materials, fittings, equipments, and/or fixtures provided are owing to any manufacturing defect or for not proper maintenance thereof or changes made by the Allottee is not in the manner

in which the same are required to be maintained or changed, as the case may.

- (15) If the defect is certified by the Architects or the concerned structural engineers for the Said Project to be not manufacturing defects and/or not arising due to bad workmanship and/or not due to bad quality of materials used.
- (16) The Promoter will not be liable to rectify any defect in the private garden area arising out of soil filling or any other such act done by the allottee on the concrete flooring of the private garden of their unit.
- (17) If the Allottee has used its Unit for any purposes other than residential.

Provided further that notwithstanding anything contained hereinabove, in case the Allottee alters the state and/or condition of the area of the purported defect without first notifying the Promoter and without giving the Promoter the opportunity to inspect, assess and/or determine the nature of the purported defect complained of, the Promoter V shall not be responsible for such Defect Liability.

XIV. Allottee's Covenants: The Allottee do hereby agree, accept and covenant with each of the Land owners and the Promoter as follows:

- (a) Objection:** The Allottee shall not ever hereinafter raise any objection and/or complaint whatsoever regarding without limitation about the designs, layout, accommodation, specifications, fittings and fixtures in the Said Apartment or any part or portion thereof, the amenities, utilities and/or facilities provided therein and/or in the Said Block, the Phase Common Portions or the Complex Common Portions, or the carpet area of its Unit.
- (b) Apportionment:** The Allottee shall not question any apportionment of the Maintenance Charge or any other expense or matter on the basis of the Super Built-Up Area of its Unit.
- (c) Completion of the Complex:** The Allottee has fully comprehended and is aware that further constructional works will have to be carried on for the other Phases and on the Further Lands, if any, and for that purpose, while such construction will be in progress, the Allottee shall not raise any objection of any nature or kind whatsoever.
- (d) Permission for further Construction:** The Allottee hereby specifically grants each of the Land owners and the Promoter the right, power and authority and consents to the Land owners and Promoter amalgamating further areas to the Said Land and the Said Project and make further constructions in such amalgamated added areas using the FAR for the entire area, that is, the totality of the Said Land and the lands amalgamated to it and hereby declares that it shall never claim any right, title and/or interest

over or in respect of any such additional constructions that the Land owners and the Promoter or any of them, may make in the areas that will be amalgamated to the Said Land and the Allottee shall not obstruct in any manner whatsoever to such construction work by obstructing the passage of men, materials, servants and/or vehicles engaged for carrying on such construction work or by any other means whatsoever.

- (e) Parking:** The Allottee shall park its car or two wheeler, as the case may be and if any, at such place within the Complex as the Developer shall earmark and shall not disagree to do so or oppose the decision of the Developer in this regard or disagree to park at the place stipulated by the Developer.
- (f) Parking Allotment:** The Allottee hereby consents that where the right to Park has been granted in an Open Parking Space, the place for parking initially allotted may be provisional and in such a case:

 - (1) The final allotment will be done after completion of one or two of the other Phases.
 - (2) The Car Park of the Allottee may be in a different Phase than in the Said Phase.
 - (3) The Allottee shall not raise any objection of whatsoever nature or kind to such allotment even if such allotment be in a Mechanical Car Parking System for which however the Allottee shall not have to bear or pay any additional cost for installation but shall have to pay the charges for maintaining the same.
- (g) Utilities:** The Allottee grants specific non-revocable authority to the Promoter and to the Complex Association, as the case may be, to decide the manner and place of laying the utilities for the Complex including without limitation sewerage, electric lines, water pipes, cables and gas lines.
- (h) Purpose of Use:** The Allottee shall not use or allow to be used its Unit or its Car Park, if any, or any parts or portions of either of these to be used for any office, club, meeting, conference hall, school, clinic, guest house, boarding/lodging house, catering place, restaurant or other public purpose or any other non-residential purpose but use the same only for residential purposes.
- (i) Car Park Restriction:** The Allottee shall not use or allow its Car Park, if any, to be used for any other purpose but for parking of cars or two-wheelers and sell the same only along with its Unit *provided however* it may, with the prior permission of the Developer, the Phase Association or the Complex Association, as the case may be, allow its temporary use to any person having an Unit in the Complex.
- (j) Change of Internal Layout:** The Allottee shall not make any structural addition or alteration in its Unit without first obtaining due clearance/permission of the Sanctioning Authority and commence the work of such addition and/or alteration only after due intimation to the Developer or the Complex Association, as the case may be.

- (k) Exterior of its Unit:** The Allottee shall not change the external façade including position of the windows, exterior side of the main gate of the unit, colour scheme of the varandah or balcony of its Unit, if there be one, nor the overall ambience of the Complex in any manner whatsoever.
- (l) Installations:** The Allottee shall not install any apparatuses including without limitation antennas, dish or otherwise, anywhere outside its Unit, including its outer walls, without the prior written permission of the Developer, the Phase Association or the Complex Association, as the case may be.
- (m) Private Garden :** The allottee may do soil filling after proper water proofing on the concrete flooring in the private garden area of their concerned unit at their own cost and may make such plantation which will not cause nuisance to other allottees and/or the promoter. However the allottee will not be allowed to make any structural changes in the private garden area.
- (n) Installation of Air Conditioners:** The Allottee shall not install air-conditioners anywhere in its Unit except at the places earmarked therefore.
- (o) Heavy Goods:** The Allottee shall not keep any item of heavy load in its Unit which may cause structural damage to the Said Block.
- (p) Signage of the Promoter :** The Allottee shall not in any manner whatsoever obstruct the Promoter and/or any of its agents from affixing its signage at the roof top of Said Block, the cost of installation and the running electrical cost for which shall be borne and paid by Developer and/or its agents.
- (q) Registration Cost for Common Portions:** Although the pro rata shares of the Said Land and the Complex Common Portions are hereby being transferred to the Allottee, upon formation of the Complex Association it will be deemed that the right, title and interest to these have been transferred to that Association. However, in the event the share of the Allottee in the Said Land and in the Complex Common Portions are required to be separately transferred to the Complex Association by operation of any statute, the Allottee shall be bound to pay the pro rata cost of Stamp Duty, Registration Fees and incidental cost for such registration.
- (r) Insurance Cost:** In the event any part or portion of the Complex is to be insured, the cost of premium and other expenses for such insurance shall be included in the Maintenance Charge and the Allottee shall not object to the same.
- (s) Good Repairs:** The Allottee shall keep its Unit and the Parking Space, if any, and every part thereof and all fixtures and fittings therein properly painted and in good repairs and in a neat, clean and decent condition and use the Complex Common Portions for the purpose for which it is meant unless

otherwise approved by the Developer or the Complex Association, as the case may be.

- (t) Sign & Execute:** As and when called upon to do so, the Allottee shall execute and sign such forms, give such authorities and render such co-operation as may be required by any of Land owners and the Promoter, the Phase Association or the Complex Association, as the case may be, for the common purposes and/or in the common interest of the Complex and/or in way in pursuance thereof.
- (u) Harm or Damage:** The Allottee shall not cause any harm or damage any part or portion of the Complex Common Portions or any of the other Units or the Said Block by making any modification and/or alterations and/or withdrawing any support or otherwise.
- (v) Accumulation:** The Allottee shall not throw, nor cause or allow accumulation of any dust, rubbish or other refuse or place any article or objects including Shoe Rack or any similar things in the Block Common Portions, save at the places earmarked therefore by the Developer or the Phase Association.
- (w) Nuisance:** The Allottee shall not do or allow or permit to be done any act, whether of commission or omission, which may cause or likely to cause nuisance or annoyance to any of the occupiers of the Complex.
- (x) Affixing:** The Allottee shall not put up or affix any sign board, name plate or other things or other similar articles anywhere in the Complex Common Portions or outside walls of the Said Block or any of the other Blocks save at the places provided or approved therefore *provided however* that the Allottee shall not be prevented from displaying a small and decent name-plate outside the main door of its Unit.
- (y) Storing:** The Allottee shall not keep, store, carry on or cause to be kept, stored or carried on any offensive, combustible, obnoxious, hazardous or dangerous articles in its Unit or anywhere in the Said Block or the Complex Common Portions that may be injurious or obnoxious to any occupier of the Complex.
- (z) Drawing of Wires:** The Allottee shall not affix, tamper or draw any wire, cable, pipe from, to or through any part or portion of the Complex Common Portions or outside walls of the Said Block without prior approval of the Developer or the Complex Association and in the event the Allottee draws any wires directly to its Unit from outside the Said Block, all responsibilities for any consequences therefore will solely be that of the Allottee.
- (aa) Question Payment:** The Allottee shall not question the quantum of any amount levied upon it for payment by the Developer, the Phase Association or the Complex Association, as the case may be, on any account herein.

(bb) Partition: The Allottee shall not partition, cause or allow to be partitioned its Unit for any reason whatsoever.

(cc) Mutation: The Allottee shall apply for and obtain at his / her own costs separate assessment and mutation of the Apartment in the records of appropriate authority within 06 (Six) months from the date of possession.

(dd) Easements: The Allottee shall not restrict the other occupiers of any of the other Units of the Said Block and, along with the owners of the other Units in the Said Block, allow each other the full and unrestricted enjoyment of the following:

- (1) The right of ingress to and egress from their respective Units to the main road.
- (2) The right of passage of wires, cables and other equipments and utilities including connections for water, electricity, telephone, internet and all other utilities to and through the ducts and spaces specifically provided therefor in the Block Common Portions.
- (3) The right of support, shelter and protection of each portion of the Said Block by the other portions thereof.
- (4) Such rights, supports, easements and appurtenances as are usually held, occupied or enjoyed as part or parcel of the Units or necessary for the exclusive use or enjoyment thereof by their respective occupiers in common with each other *subject however* to the conditions contained elsewhere herein.
- (5) The right of the owners of the other Units in the Said Block, with or without workmen, and necessary materials, to enter into all parts of the Said Block and the other Units, including that of the Allottee, for repairs at day time upon giving 48 (forty-eight) hours prior notice to the persons affected thereby *provided however* that no prior notice or timing shall be required in emergency circumstances.

(ee) Preservation of Environment : The Allottee for the general benefit of the environment, shall ensure that,

1. LED lighting should be used as much as possible inside the Unit to reduce the consumption and wastage of electricity
2. Allottee shall keep the lights, fan and other electrical appliances in switch off position, as and when not required.
3. Allottee should prefer to buy and use the electrical appliances with maximum star rating, which consumes less energy
4. Allottee should try to avoid the usage of A.C during the day hours, to avoid heat generation
5. To reduce the water consumption, Allottee should use the foamer at the outlet of the tap

(ff) Ensure Abidance: The Allottee shall ensure that all its men, servants, agents and/or visitors also strictly abide by these Covenants of the Allottee as also the Common Rules. For this purpose, persons temporarily engaged and/or employed by the Allottee, directly or indirectly, or in any way connected to the Allottee shall be considered to be its agents and the Allottee shall be fully responsible and liable for all acts of omission or commission of all such persons as also its visitors.

XIX. Mutual Covenants: The Parties hereto shall abide all laws, rules, regulations, notifications applicable to the Said Project.

**Schedule-A
[First Land]**

ALL THAT the piece or parcel of Land *TOGETHER WITH* all the rights, liberties, easements, privileges, advantages and appurtenances thereto containing an area of 932 Decimals (9 Acres and 32 Decimals), be the same a little more or less, comprised in several R.S. Dag Nos. and R.S. Khatian Nos. mentioned below in **Mouza Daulatpur**, P.S. Bishnupur, P.O. Joka, currently recorded in L.R. Khatian Nos. 3028, 3029, 3065, 3051, 3025, 3035, 3067, 3094,3036, 3034, 3039, 3070,3023,3081,3038, 3033, 3042, 3044, 3020, 3043, 3037, 3031, 3030, 3032, 3048, 3064, 3019,3021, 3092, 3026, 3060, 3082, 3050, 3087, 3024, 3093, 3089, 3056, 3083, 3084, 4111, 3047, 3045, 3052, 3046, 3091, 3049, 3090, 3053, 3054, 3055, 3063, 3057, 3058, 3085, 3059, 3086, 3062, 3040, 3088, 3041, 3061, 3075, 3078, 3077, 3080, 3068, 3069, 3073, 3072, 3079, 3074, 3076, 3066, 3071, 3027 (previous L.R. Khatian No.2323 and before this 2231), J.L. No. 79, R.S. No. 341, Touzi Nos. 1299, 1774 and 1775, P.S. Bishnupur, under Kulerdari Gram Panchayat, District South 24 Parganas comprised in:-

R.S. and L.R. Dag No.	Total Land (in Acres)
12 (part)	0.06
13 (part)	1.75
18 (part)	0.09
19 (part)	0.12
21 (part)	0.23
24 (part)	0.67
25	2.72
26	1.48
56 (part)	0.75
55 (part)	1.45

TOGETHER WITH all the rights, liberties, easements, privileges, advantages and appurtenances thereto as shown in the Plan annexed hereto and shaded '**RED**' thereon.

Schedule-B
[Connecting Land]

ALL THAT the piece or parcel of Land containing an area of 20 Decimals, be the same a little more or less, comprised in L.R. Dag No. 709, L.R. Khatian No1682 J.L. No. 120, in **Mouza Hanspukuria**, P.S. Haridevpur, P.O. Joka, District South 24 Parganas TOGETHER WITH all the rights, liberties, easements, privileges, advantages and appurtenances thereto as shown in the Plan annexed hereto and shaded '**YELLOW**' thereon.

Schedule-C
[Second Land]
PART-I

ALL THAT the piece or parcel of land containing an area of **9.64 Acres** (964 Decimals), be the same a little more or less, comprised in several R.S & L.R. Dag Nos. and Khatian Nos. mentioned below, in **Mouza Daulatpur**, J.L. No. 79, R.S. No. 341, Touzi Nos. 1299, 1774 and 1775, P.S. Bishnupur, under Gram Panchayat Kulerdari, District South 24 Parganas currently recorded in L.R Khatian Nos. 4335 to 4348, 4355 to 4367, 4370 to 4389, 4392 to 4394, 4397 to 4421, 4464 to 4472, 4512 to 4523 and 4527.

R.S. & L.R. Dag Nos.	Total Land (in Acres)
11	0.11
12 (part)	0.67
13 (part)	0.70
16	0.57
17	0.67
18 (part)	0.31
19 (part)	0.10
51	0.33
52	0.05
53	0.06
54	0.08
55 (part)	0.67
56 (part)	0.08
57	0.62
58	0.70

67(part)	0.33
87	0.64
88	0.66
89	0.71
96	0.75
98	0.73
99	0.10
	9.64

TOGETHER WITH all the rights, liberties, easements, privileges, advantages and appurtenances thereto as shown in the map or plan annexed hereto and shaded '**LIGHT BLUE**' thereon.

PART-II

ALL THAT the piece or parcel of Land containing an area of **25 Decimals**, be the same a little more or less, in L.R. Dag No. 709, recorded in L.R. Khatian No.8955, 8956 & 8971 in **Mouza Hanspukuria**, J.L. No. 120, P.S. Haridevpur, District South 24-Parganas TOGETHER WITH all the rights, liberties, easements, privileges, advantages and appurtenances thereto

Sl No.	Name of The Owner	Dag No.	Khatian No.
1	DTC Intertrade Private Limited	709	8955
2	DTC Minerals Private Limited	709	8956
3	Salmon Residency Private Limited	709	8971

Schedule-D [Third Land]

ALL THAT the piece or parcel of Land containing an area of 47 Decimals, be the same a little more or less, comprised in R.S. Dag No. 97, corresponding to L.R. Dag No. 97 and L.R. Khatian No. 4412, 4364, 4361, 4527, 4343, 4419, 5163 in **Mouza Daulatpur, J.L No. 79** P.S. Bishnupur, P.O. Joka, District South 24 Parganas TOGETHER WITH all the rights, liberties, easements, privileges, advantages and appurtenances thereto as shown in the Plan annexed hereto and shaded '**YELLOW**' thereon.

Schedule-E [The BSNL Land]

ALL THAT piece and parcel of the land measuring about **11 Decimals** in R.S. & L.R. Dag No.11 recorded in L.R. Khatian No.4404, 4465 & 4468 (Previous L.R. Khatian No.4368 & before that 2381) in Mouza–Daulatpur, J.L. No.79, R.S. No.341, Touzi Nos.1299, 1774 and 1775, P.S. Bishnupur, P.O. Joka, under Kulerdari Gram Panchayat, District: South 24 Parganas together with all the rights, liberties, easements, privileges, advantages and appurtenance thereto.

Schedule-F
[The WBSEDCL Land]

ALL THAT piece and parcel of land measuring about **15.75 Decimals** in R.S. & L.R. Dag Nos. 16 & 17, recorded in L.R. Khatian Nos. 4516, 4520 & 4527, (Previous L.R. Khatian No. 2381) in Mouza–Daulatpur, J.L. No.79, R.S. No.341, Touzi Nos.1299, 1774 and 1775, P.S. Bishnupur, P.O. Joka, under Kulerdari Gram Panchayat, District: South 24 Parganas together with all the rights, liberties, easements, privileges, advantages and appurtenance thereto.

Schedule-G
[Developable Land]

ALL THAT the piece or parcel of land containing an area of about **19.61 Acres (1961.25 Decimals)** out of which about **19.16 Acres (1916.25 Decimals)** is in Daulatpur Mauza, detailed in **Part-I** hereunder written and about **45 Decimals** is in Hanspukuria Mouza detailed in **Part-II** hereunder written.

Part-I
[Daulatpur Mouza]

ALL THAT piece and parcel of land measuring about **19.16 Acres (1916.25 Decimals)** in R.S. & L.R. Dag Nos. 12, 13, 16, 17, 18,19, 51, 52, 53, 54, 55, 56, 57, 58, 67, 87, 88, 89, 96, 97, 98, 99 recorded in L.R. Khatian Nos. 4383, 4382, 4384, 4370, 4371, 4377, 4378, 4372, 4379, 4381, 4375, 4386, 4376, 4388, 4389, 4374, 4387, 4373, 4385, 4380, 4367, 4365, 4366, 4364, 4342, 4341, 4335, 4467, 4464, 4465, 4466, 4468, 4402, 4403, 4401, 4394, 4397, 4398, 4393, 4399, 4400, 4392, 4404, 4344, 4343, 4469, 4405, 4470, 4421, 4417, 4418, 4356, 4360, 4358, 4357, 4348, 4355, 4359, 4363, 4362, 4361, 4419, 4420, 4471, 4416, 4415, 4407, 4408, 4409, 4410, 4411, 4406, 4472, 4412, 4413, 4414, 4340, 4336, 4338, 4339, 4347, 4346, 4337, 4345, 4368, 4519, 4513, 4514, 4520, 4512, 4517, 4516, 4522, 4523, 4521, 4518, 4515,4527, J.L. No.79, P.S. Bishnupur, P.O. Joka, under Kulerdari Gram Panchayat, District: South 24 Parganas together with all the rights, liberties, easements, privileges, advantages and appurtenance thereto.

Part-II
[Hanspukuria Mouza]

ALL THAT the piece or parcel of Land containing an area of **45 Decimals**, be the same a little more or less, in L.R. Dag No. 709, recorded in L.R. Khatian No. 1682, 8955, 8956 & 8971 in J.L. No. 120, P.S. Haridevpur (previously Thakurpukur),

P.O. Joka, District South 24-Parganas TOGETHER WITH all the rights, liberties, easements, privileges, advantages and appurtenances thereto.

Schedule-H
[The Exclusive Passage]

ALL THAT piece and parcel of land measuring about **141.908** Decimals out of which about 116.908 Decimals in L.R. & R.S. Dag Nos. 19, 18, 13, 12, 11, 89, 96, 97, 98 & 99 recorded in L.R. Khatian Nos. 4367, 4365, 4366, 4364, 4342, 4341, 4335, 4467, 4464, 4465, 4466, 4468, 4402, 4403, 4401, 4394, 4397, 4398, 4393, 4399, 4400, 4392, 4404, 4344, 4343, 4469, 4405, 4470, 4421, 4417, 4418, 4356, 4360, 4358, 4357, 4348, 4355, 4359, 4363, 4362, 4361, 4419, 4420, 4471, 4416, 4415, 4407, 4408, 4409, 4410, 4411, 4406, 4472, 4412, 4413, 4414 and 4368 in **Mouza-Daulatpur**, P.S. Bishnupur, P.O. Joka, under Kulerdari Gram Panchayat, within J.L. No.79, R.S. No.341, Touzi Nos.1299, 1774 and 1775, and area of 25 Decimals, be the same a little more or less, in R.S. Dag No. 506 (part) corresponding to L.R. Dag No. 709, recorded in R.S. Khatian Nos. 1734 currently recorded in L.R. Khatian No.8955, 8956 & 8971 in **Mouza Hanspukuria**, J.L. No. 120, P.S. Haridevpur, District South 24-Parganas **TOGETHER WITH** all the rights, liberties, easements, privileges, advantages and appurtenance thereto.

Schedule-I
[Said Land]

Collectively: the **First land** described in **Schedule A**, the **Connecting Land** described in **Schedule-B** and the **Second Owners Land** described in **Schedule C** and the **Third Land** described in **Schedule-D** together containing an area of about 19.88 Acres (1987.27 Decimals) out of which about **19.42 Acres (1942.27 Decimals)** is in **Daulatpur** Mauza and about **45 Decimals** is in **Hanspukuria** Mouza.

Schedule-J
[Said Phase Land]

ALL THAT piece and parcel of land measuring about **1.62 Acres (162 Decimals)** approx. out of **6.80 Acres (680 Decimals)** in R.S. & L.R. Dag Nos. 56, 57, 88, 89 recorded in R.S/L.R. Khatian Nos. 3019 to 3021, 3023 to 3093, 4111, 4335, 4341 to 4344, 4355 to 4367, 4370 to 4389, 4392 to 4394, 4397 to 4421, 4464 to 4472, 4514, 4527, 5163 in Mouza- Daulatpur, J.L. No.79, P.S. Bishnupur, P.O. Joka, under Kulerdari Gram Panchayat, District: South 24 Parganas together with all the rights, liberties, easements, privileges, advantages and appurtenance thereto.

Schedule-K
PART-I
[Block Common Portions]

- 1) The Entrance Lobby and the lobbies on each of its floors and the staircase from the ground floor up to the terrace,
- 2) Ultimate roof of the Block,
- 3) Elevators in each Block,
- 4) System for telephone & Intercom,
- 5) Overhead water tank and distribution pipes from overhead water tank to the different Units and from the reservoir to the overhead tank,
- 6) Electrical wiring and fittings and fixtures for lighting the staircase lobby, the common areas for operating the lift, the water pump and motor, and from the ground floor to all the Units and the main switch, Air Circuit Breaker, Meters, Sub- Meters and other fittings, transformer and the electrical.

Schedule-K
PART-II
[Phase Common Portions]

Upon completion of the Said Project, Complex Common Portions will, inter alia, have the following:

- 1) Club,
- 2) Sewerage Treatment Plant,
- 3) Water filter Plant,
- 4) Roads, installations, signage and security arrangements,
- 5) The water pump, the pump room, water reservoirs, tube-wells and the distribution pipes from the same to the Blocks,
- 6) Fire Fighting and protection system,
- 7) Playing area for children,
- 8) Fences, hedges boundary walls and main gate of the Complex,
- 9) The air conditioned banquet cum community hall,
- 10) Generator, office, store room, space to be used by the Developer/FMC/Association, Ramps, driveway except the car parking spaces,
- 11) Any park and any other facility and or amenity to be used in common in or about the Complex.
- 12) Generator for operations of elevators, lighting of the common areas, pumps and common utilities of the Blocks.

Schedule-L
[Sale Agreement Details]

The Agreement for Sale dated registered with the Additional Register of Assurances-....., Kolkata in Book No., Volume no....., Pages to, being deed no. for the year

Schedule-M
[Said Apartment]

The Unit No.having carpet area of about **Square Feet** together with a balcony having a carpet area of about **Square Feet**, that is collectively having a usable area of about **Square Feet**, [which is equivalent to about **Square Feet** of Super Built up Area] being a type Unit on theth **floor** of the storied **building No.**, being the "**Said Block**", at the project namely "**DTC Southern Heights**" together with **1(one) Nos. of (Open to Sky) Car** parking Space admeasuring **Square Feet** bearing No..... together with the pro-rata share of the Said Block Common Portions, the Phase Common Portions and the Said Phase Land. The Floor plan of the Apartment is annexed hereto and marked as **Plan-B**. The Layout plan of Car Parking is annexed hereto and marked as **Plan-C**.

Note: In the event the Parking Space of the Allottee is non-dedicated, then the Allottee shall cooperate with allottee(s) of other non-dedicated parking space(s) with his/her Parking Space to facilitate each other for parking their respective vehicles.

Schedule-N
[Total Price]

The breakup of the Total Price of the Apartment is as follows:

Particulars	Rate per Square Feet	Amount (In INR)
UNIT COST		
Exclusive Balcony/Varandah		
Exclusive open Terrace		
Proportionate cost of Common Areas		
Car Parking		
Amenities Charges		
Infrastructure Development Charges		
Total Price		

Note:

- i) The Consideration of the apartment (Sl. No.1 to 5) is Rs./-
- ii) The other receipted amount (Sl. No. 6 to 8) is Rs./-
- iii) The applicable amount of GST on the Unit, the Car Parking space and other extra charges has been charged separately (not mentioned above).

Schedule-O
[Said Consideration]

Rs./- (Rupees only).

Schedule-P
[Maintenance Security Deposit]

Rs./- (Rupees) only

Schedule-Q
[Sinking Fund]

Rs./- (Rupees) only

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Conveyance at Kolkata (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

Signature _____

Name _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Authorised Signatory of the Owners: ***Authorised Signatory of the Promoter:***

At Kolkata on _____ in the presence of

WITNESSES:

1. Name _____

Address _____

2. Name _____

Address _____

ANNEXURES

ANNEX-A	Layout plan of the building/phase/wing as also of the future proposed developments.
ANNEX-B	Floor plan of the Said Apartment.
ANNEX-C	Layout plan of Car Parking.

Memo of Consideration

The Developer confirms having received from the Allottee the entirety of the Said Consideration amount mentioned in **Schedule-O** being Rs./- (Rupees only) on behalf of itself, the First Owners, Second Owners and the Third Owners by several drafts, pay-orders and/or direct bank transfers.

