

**THIS DEED OF CONVEYANCE**

Is executed on

this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_\_

BETWEEN

**VENERATE CONSTRUCTION LLP**

  
Authorised Signatory/Partner

- 1) **MOHAMMAD ZARKAN** having Income Tax PAN No. ABGPZ6539E and Aadhaar No. 5354 5065 2192 son of Md. Sirajul Haque by faith Mulsim, by Nationality Indian, residing at Ukhila Jamaddar Para, Mallickpara Road, Narendrapur, Rajpur Sonarpur(M), Narendrapur P.S. Sonarpur, P.O. Narendrapur, West Bengal-700 103, Dist. South 24 Parganas ;
- 2) **MOHAMMAD DARPAN** having Income Tax PAN No.BMYPD2822G and Aadhaar No.8069 5829 0052 son of Md Sirajul Haque by faith Mulsim, by Nationality Indian, residing at Ukhila Jamaddar Mallickpara Road, Narendrapur, Rajpur Sonarpur(M), Narendrapur P.S. Sonarpur, P.O. Narendrapur, West Bengal-700 103, Dist. South 24 Parganas ;
- 3) **MD. ARPAN CHOWDHURY** having Income Tax PAN No. BASPC7121H and Aadhaar No. 6886 0750 6375 son of Md. Sirajul Haque by faith Mulsim, by Nationality Indian, residing at Ukhila Zamaddar Para, Narendrapur, Rajpur Sonarpur(M), Narendrapur, P.S. Sonarpur, P.O. Narendrapur, West Bengal-700 103, Dist. South 24 Parganas ;
- 4) **AJANTA BEGAM** having Income Tax PAN No.BWXPB0812K and Aadhaar No. 5702 5375 0285 daughter of Md. Sirajul Hoque by faith Mulsim, by Nationality Indian, residing at Ukhila Jamaddar Para Mallickpara Road, Narendrapur, Rajpur Sonarpur(M) Narendrapur P.S. Sonarpur,P.O. Narendrapur, West Bengal-700 103, Dist. South 24 Parganas ;
- 5) **ANANTA BEGAM** having Income Tax PAN No.FKJPB9688B and Aadhaar No. 8675 1549 7756 wife of Shahnawaz Mohiuddin by faith Mulsim, by Nationality Indian, residing at Ukhila Jamaddar Para Mallickpara Road, Narendrapur, Rajpur Sonarpur Narendrapur P.S. Sonarpur, P.O. Narendrapur, West Bengal-700 103, Dist. South 24 Parganas;
- 6) **SEKH SANOTA BEGUM** having Income Tax PAN No.CAVPB0168F and Aadhaar No. 8037 4953 4630 wife of Sk.

VENERATE CONSTRUCTION LLP

  
 Authorised Signatory/Partner

Siraj Uddin by faith Muslim, by Nationality Indian, residing at Raghobpur Dakshin Jagaddal P.S.Sonarpur, P.O. Dakshin Jagaddal, West Bengal-700151, Dist. South 24 Parganas;

all represented by their constituted attorney Sri Jay Prakash Agarwal son of Sri Hari Prasad Agarwal, by nationality Indian residing at 51/6, RABINDRA SARANI, P.O. & P. S. LILUAH, HOWRAH - 711204, (ADHAAR 6872 6420 6043 / PAN ACLPA7187K) being Authorized Signatory of **VENERATE CONSTRUCTION LLP** (previously VENERATE CONSTRUCTION PRIVATE LIMITED), a Limited Liability Partnership Firm within the meaning of the Limited Liability Partnership Act, 2008, bearing registration No. LLP Identification Number- AAW-5777 and converted vide Form/Certificate No. 19 dated 06.04.2021 issued by the Ministry of Corporate Affairs, Government of India, (PAN AAUFV1303M ) appointed by a Registered Power of Attorney dated 24.12.2020 in favour of the Developer herein registered in the office of the Additional District Sub-Registrar, Sonarpur In Book No. I Being No. 160805010 of 2020 hereinafter jointly referred to as the '**Land Owners**' (which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, executors, administrators, successors, legal representatives, permitted assignees) of the ONE PART.

AND

**VENERATE CONSTRUCTION LLP** (previously VENERATE CONSTRUCTION PRIVATE LIMITED), a Limited Liability Partnership Firm within the meaning of the Limited Liability Partnership Act, 2008, bearing registration No. LLP Identification Number- AAW-5777 and converted vide Form/Certificate No. 19 dated 06.04.2021 issued by the Ministry of Corporate Affairs, Government of India, (PAN AAUFV1303M ) represented by its Authorized Signatory Sri Jay Prakash Agarwal son of Sri Hari Prasad Agarwal, by nationality Indian

VENERATE CONSTRUCTION LLP

  
Authorized Signatory/Partner



residing at 51/6, RABINDRA SARANI, P.O. & P. S. LILUAH, HOWRAH - 711204, (ADHAAR 6872 6420 6043 / PAN ACLPA7187K) hereinafter referred to as "**Promoter**" (which expression shall unless it be repugnant to the context or meaning thereof mean & include its successors in office, successors in interest, agents and assigns) of the One Part

AND

Mr./Ms./Mrs. \_\_\_\_\_ hereinafter [*jointly and severally*] referred to as the "**Allottee[s]**" (which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include [his/her/their] heirs, executors, administrators, successors, legal representatives, permitted assignees) of the OTHER PART.

In this Agreement, unless the context requires otherwise reference to the singular includes a reference to the plural and vice versa.

**WHEREAS:**

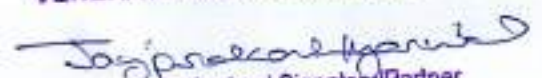
- A. One Soleman Miya and Jaharunnessa Bibi jointly owned various plots of land including an area of land 98 Satak comprised in or forming part of R S Dag Nos. 2726 and 2727 corresponding to L R Dag No. 2614, 2615/2757, 2615 and 2615/2756 (previously L R Dag No. 2610/2756 now renumbered as L R Dag No. 2615/2756) Mouza Ukila Paikpara, and now forming part of Municipal Holding No. 295, Ukila-2, Ukhila Para, Kolkata-700103, in Ward No. 27 of the Rajpur Sonarpur Municipality under P. S. Sonarpur, South 24 Parganas, morefully mentioned and described in the Schedule I written hereunder (hereinafter referred to as the Said Premises/Project Land).
- B. The said Soleman Mia and Jaharunnessa Bibi died intestate and their entire right, title and interest in their entire estate including the Said Premises/Project Land devolved upon their two sons Md. Sirajul Haque and Md. Nazrul Islam and their daughter Mamuda Bibi.

VENERATE CONSTRUCTION LLP

  
 Authorised Signatory/Partner

- C. By a Gift Deed dated 3<sup>rd</sup> October 2007 and duly registered in the office of Additional District Sub Registrar, Sonarpur as Deed no.8534 for the year 2009 the said Mamuda Bibi gifted her entire share in various properties including the Said Premises/Project Land equally in favour of her two brothers Md. Sirajul Haque and Md. Nazrul Islam.
- D. By another Gift Deed dated 14 February 2011 and duly registered in the office of ADSR Sonarpur as Deed no.01687 for the year 2011 Md. Nazrul Islam gifted his entire share in various properties including the Said Premises/Project Land to his brother Md. Sirajul Haque.
- E. By reason of the aforesaid Md. Sirajul Haque became seized and possessed of the Said Premises/Project Land measuring 98 Satak which is morefully mentioned and described in the Schedule I written hereunder and his name was recorded vide L R Khatian No. 1079.
- F. In the meantime, the said Md. Sirajul Haque had entered into an agreement with the Promoter herein vide a Development agreement dated 13.02.2014. Thereafter in view of his advanced age and family arrangement, the said Md. Sirajul Haque cancelled the said Development Agreement with the understanding that the Said Premises/Project Land would stand transferred to his children who would then enter into a fresh development agreement with the Promoter herein and the advance made under the previous development agreement would stand transferred to the Land Owners herein.
- G. The Promoter accepted such request and accordingly by a Deed of Cancellation dated 10.12.2020, and registered in the Office of the Additional Registrar of Assurances – II in Book No. I Being No. 0358 of 2021 the said Development Agreement was cancelled between the said Md. Sirajul Haque and the Promoter herein, on the understanding that

VENERATE CONSTRUCTION LLP


  
Authorised Signatory/Partner



the advance made under the previous development agreement would stand transferred to the Owners herein and also that all the benefits of conversions and improvements at the Said Premises/Project Land made by the Promoter under the previous Development Agreement would continue to remain valid and subsisting in favour of the Promoter who would upon execution of a fresh Development Agreement with the Owners herein be entitled use and enjoy the same. Simultaneously the previously executed power of attorney pursuant to such Development agreement was also cancelled by a Deed of Revocation dated 10.12.2020 and registered in the Office of the Additional Registrar of Assurances - II in Book No. IV Being No. 0778 of 2020.

- H. Accordingly by a Deed of Gift dated 10.12.2020 and registered in the office of the ADSR Sonarpur in Book No. I Being No. 4967 of 2020, the said Md. Sirajul Haque out of his love and affection for his sons and daughters being the Land Owners herein, conveyed and transferred the Said Premises/Project Land together with all structures and benefits attached thereto unto and in favour of the Owners herein.
- I. The Land Owners herein thus became the absolute owner of the said Said Premises/Project Land, free from all encumbrances whatsoever and howsoever.
- J. The Land Owners and the Promoter herein thereafter entered into a Development Agreement dated 11<sup>th</sup> December, 2020 registered in the office of the Additional District Sub Registrar, Sonarpur in Book No. I Being No. 4968 of 2020 whereby and whereunder the Land Owners have on the terms and conditions specified therein, appointed the Promoter as the Developer of the Said Premises/Project Land and empowered the Promoter to develop and construct the Said Premises/Project Land and deal with the constructed spaces thereat,

VENERATE CONSTRUCTION LLP

  
Authorised Signatory/Partner

on a Revenue Share Basis. Under the said Development Agreement, the Land Owners are entitled to the Total Sale Consideration which in this Agreement are the sums defined as Total Price and all other sums under this Agreement are exclusively receivable by the Promoter.

- K. The Land Owners and the Developer have thereafter entered into a Supplementary Development Agreement cum Power of Attorney dated 31.05.2022 and registered in the office of the Additional District Sub Registrar, Sonarpur in Book No. I Being No. 160804626 of 2022 whereby and whereunder certain further terms and conditions agreed between the parties have been recorded in respect of the development of the Said Premises/Project Land.
- L. The Land Owners through the Promoter have obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment from Rajpur-Sonarpur Municipality and other competent authorities.
- M. The Rajpur-Sonarpur Municipality has granted the Building Permit plan to develop the project vide approval dated 11.04.2022 bearing registration no. 231/CB/2756 from 11.04.2022.
- N. The Promoter has registered the Said Project constructed on the Said Premises/Project Land as a 'Real Estate Project' with the West Bengal Real Estate Regulatory Authority ("**WBRERA**") at Kolkata under the provisions of the Act, Rules and Regulations and other circulars and rulings issued thereunder from time to time with the latest Registration No. \_\_\_\_\_ for the project named as '**ATRI RAYS**'.
- O. The Promoter hereby states that it had obtained a Project Finance /construction loan from State Bank Of India. However, if Project

VENERATE CONSTRUCTION LLP

  
Authorised Signatory/Partner



Finance subsists after Completion Certificate details will be inserted here \_\_\_\_\_

- P. The Promoter being fully competent entered into a below mentioned Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Premises/Project Land on which the Project is constructed has been completed
- Q. The Allottee(s) had entered into an Apartment Allottee(s) Agreement dated \_\_\_\_\_ ("Apartment Allottee's Agreement") by and under which the Allottee(s) agreed to, on the terms and conditions mentioned therein, purchase and acquire the Residential Apartment being Flat No. \_\_\_\_\_, on the \_\_\_\_\_ floor, Block-\_\_\_\_\_ (including Balcony, if any) **AS ALSO** the Extended Terrace attached with the said residential flat, to contain by measurement \_\_\_\_\_ sq ft super built up area more or less [which corresponds to \_\_\_\_\_ sq. ft. built-up area (more or less) / \_\_\_\_\_sq. ft. carpet area (more or less) of the Apartment **AND** \_\_\_\_\_ Square Feet (more or less) of the Extended Terrace] together with One Servant Quarter having an area of \_\_\_\_\_sq ft super built up area more or less [which corresponds to \_\_\_\_\_ sq. ft. built-up area (more or less) / \_\_\_\_\_sq. ft. carpet area (more or less) (if any). **TOGETHER WITH** the right to park \_\_\_\_\_ medium sized motor car on the [Open / Covered / Basement / MLCP] Car Parking all within the said Project constructed at the Said Premises/Project Land. (hereinafter referred to as the "Apartment"), more particularly described in Schedule II, **[which has been registered with the Office of the \_\_\_\_\_ in Book No. I Being No. \_\_\_\_\_ of \_\_\_\_\_]**. The floor plan of the Apartment is annexed hereto.
- R. The Promoter has since completed construction of the Project and has since been granted a Completion Certificate dated [•] by the [•].
- S. The Allottee(s) represents and confirms that it has inspected all the documents pertaining to the Project and the Said Premises/Project Land including but not limited to all the title documents and the sanctions permissions etc and has fully satisfied itself in all respects, with regard to the right, title and interest of the Promoter in the Project and its right to convey the Apartment to the Allottee(s). The

VENERATE CONSTRUCTION LLP

  
Authorised Signatory/Partner



Allottee(s) has also satisfied itself with the Apartment, the facilities, amenities, specifications, construction quality, measurements and other details and the completion and finishing thereof upon complete satisfaction of performance of all obligations of the Developer, the Allottee(s) has taken possession of the said Apartment.

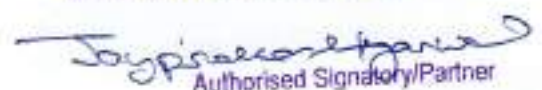
- T. The Parties hereby confirm that they are signing this Conveyance Deed with full knowledge of the Applicable Laws.
- U. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Conveyance Deed and all applicable laws, are now willing to enter into this Conveyance Deed on the terms and conditions appearing hereinafter.

### **NOW THIS INDENTURE WITNESSETH**

#### **1. CONVEYANCE:**

- 1.1. In consideration of the payment of the entire consideration of Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) ("Total Price" as morefully described in the Schedule V written hereunder) alongwith Taxes, and the statutory and other charges by the Allottee(s) in terms of the Apartment Allottee's Agreement and in consideration of the adherence to and compliance with various terms, conditions, covenants and obligations of the Allottee(s) stated in this Conveyance Deed which amount has been arrived at upon due settlement of all accounts (including claims and counter claims for delay etc), the Owner and the Developer hereby sell convey and transfer unto the Allottee(s), the said Apartment, absolutely and forever, free from all encumbrances, along with proportionate undivided interest in the land appurtenant thereto as also in the Common Areas;
- 1.2. The Allottee(s) shall have the right to the Apartment as mentioned below:

**VENERATE CONSTRUCTION LLP**

  
Authorised Signatory/Partner

- (i) The Allottee(s) shall have exclusive ownership of the Apartment.
- (ii) The Allottee(s) shall have variable undivided proportionate share in the Land appurtenant to the said Apartment as also in the Common Areas. Since the share/ interest of the Allottee(s) in the Land Common Areas is undivided and cannot be divided or separated, the Allottee(s) shall use the Common Areas along with other occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them.

1.3. The Allottee(s) agrees and undertakes that the Apartment shall be treated as a single indivisible Apartment for all purposes and that common areas / services / facilities of the Complex (as mentioned in Schedule III hereto) shall be available for use and enjoyment of all allottees of the Complex. The Allottee(s) hereby further agrees that irrespective of location of any of the facilities of amenities within the Project, occupier of each building / tower shall be entitled to jointly use and enjoy the common areas / services / facilities to the extent as permitted and defined herein.

1.4. The Promoter has paid / is liable for all outgoings upto the Completion Date (including land cost, municipal or other local taxes, charges for water or electricity, maintenance charges, which are related to the Project). All outgoings from the Completion Date in respect of the Apartment is the sole liability of the Allottee(s), irrespective of whether the same has accrued or not.

1.5. The Allottee(s) agrees and undertakes that the covenants, restrictions, obligations and undertaking as set out in Schedule [•] hereto shall bind the Allottee(s) and the Apartment and all transferees of the Allottee(s). The covenants contained in this Deed shall be covenants running with the land.

VENERATE CONSTRUCTION LLP

  
Authorized Signatory/Partner



## **2. CONSTRUCTION OF THE PROJECT AND HANDOVER OF APARTMENT:**

- 2.1. The Building in which the Apartment is located has been completed and the necessary occupation certificate in respect of the said Building has been obtained from the Competent Authority.
- 2.2. The Promoter has handed over the vacant, physical and peaceful possession of the Apartment to the Allottee(s) as per the specifications & amenities mentioned in Schedule III hereto. On and from the date of Completion Date, the Allottee(s) has been and shall continue to be liable to bear and pay the proportionate charges of all outgoings / charges in respect of the said Apartment as may be levied by the Association of Allottees, together with all rates, taxes, cesses, assessments, betterment charges, levies etc. payable to any Competent Authority including those as set out in Schedule IV hereunder.
- 2.3. On and from the Completion Date the Allottee(s) is liable to pay for the electricity water and other consumptions at the Apartment as per the bills issued by the Competent Authorities and service providers, from time to time.
- 2.4. The Allottee(s) hereby agrees and undertakes to be a member of the Association of Allottees and to sign and execute the application for registration, other papers and documents necessary for the formation of and registration of such Association of Allottees. The Allottee(s) shall observe and perform all the rules, regulations of the Association of Allottees that may be specified in detail under its bye-laws.

**VENERATE CONSTRUCTION LLP**

  
Authorised Signatory/Partner

- 2.5. The Allottee(s) is aware that as per the amended Income Tax Act, 1961, any payment made on or after 01.06.2013 for acquisition of any immovable property other than agricultural land is subject to Tax Deduction at Source ("TDS") at the rate of 1% where the aggregate consideration is equal to or more than Rs. 50,00,000/-. The Allottee(s) agrees and undertakes that if the Allottee(s) fails and / or neglects to deduct the TDS or fails to deposit the same with the authorities after such deduction, the Allottee(s) alone shall be deemed to be an assessee in default in respect of such tax and the Promoter shall not be liable for any statutory obligations / liability or non-deposit of such TDS. In case the credit of TDS deducted by the Allottee(s) is not reflected in Form No. 26AS of the Income Tax Act, 1961 and the rules thereunder, and if the original TDS certificate is not submitted by the Allottee(s) to the Promoter then the amount of TDS shall be considered as receivable from the Allottee(s) and shall be deemed to be a default on the part of the Allottee(s) under the Act and the rules framed thereunder.

### **3. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

- 3.1. The Promoter hereby represent and warrant to the Allottee(s) as follows:
- (i) The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project;
  - (ii) There are no litigations pending before any Court of law or authority with respect to the said Apartment;
  - (iii) All approvals, licenses and permits issued by the Competent Authorities with respect to the Project are valid and subsisting and have been obtained by following due process of law;

VENERATE CONSTRUCTION LLP

  
 Joydeep Chatterjee  
 Authorised Signatory/Partner



- (iv) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition) has been received by or served upon the Promoter in respect of the Said Premises/Project Land or any part thereof.

#### **4. MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ REAL ESTATE:**

- 4.1. The Allottee(s) acknowledges that the CAM (Common Area Maintenance) Charges have commencement on and from the date of Offer of Possession by the Promoter (CAM Commencement Date). The Allottee(s) agrees, acknowledges and undertakes that the Allottee(s) shall on and from the CAM Commencement Date, pay the maintenance charges in relation to the Apartment as may be levied by the Association from time to time. It is made clear to the Allottee(s) that the Allottee(s) as a Member of the Association along with other members shall be liable to maintenance and operation of Common Areas of the Project.
- 4.2. The Allottee(s) agrees to maintain at the close of each financial year ending on 31st March the sinking fund with the Association of Allottees computed on the basis of per square feet of the Apartment (which rate shall be uniformly applicable to all allottees at the Complex). The quantum of deposit may be altered by the Association of Allottees and the Allottee(s) undertakes to abide by the same.
- 4.3. As and when any plant, machinery, equipment etc. within the Project including but not limited to lifts, DG sets, electric substation, pumps, firefighting equipment, etc. requires replacement, up-gradation, addition etc. the cost thereof shall be contributed by all the allottees / occupants of apartments at the Project / Complex, as the case may

VENERATE CONSTRUCTION LLP

  
Authorized Signatory/Partner

be, on pro-rata basis (i.e. in proportion to the Carpet Area of the Apartment to the total Carpet Area of all the apartments in the Project / Complex, as the case may be).

- 4.4. The service areas, as located within the Project, earmarked for purposes including but not limited to electric sub-station, transformers, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses. The Allottee(s) shall not be permitted to use the services areas in any manner whatsoever, and the same shall be reserved for use by the Association of Allottees formed by the Allottees for rendering maintenance services.

## **5. DEFECT LIABILITY:**

- 5.1. It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Apartment Allottee's Agreement is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee(s) from the Completion Date, it shall be the duty of the Promoter to rectify such defects without further charge.
- 5.2. However, the Promoter shall not be liable for rectification of defects in the following circumstances:
- (i) if the same has resulted due to any act, omission or negligence attributable to the Allottee(s) or non-compliance of any Applicable Laws or terms of this Deed, by the Allottee(s);
  - (ii) the defects that are the result of ordinary wear and tear in due course; and
  - (iii) Force Majeure;

VENERATE CONSTRUCTION LLP

  
Authorized Signatory/Partner



- (iv) Defect occasioned by subsequent act of the Allottee(s) or any third party;

Provided that the Allottee(s) understands that there is a fundamental difference between hand over of the building/ constructions or infrastructure services and systems free from defects on the one hand and maintenance of handed over building/ constructions or infrastructure services and systems so as to maintain defect free functioning which by its nature is a lifelong process. Accordingly, the continued maintenance of the systems handed over would not be the responsibility of the Promoter, and the Promoter shall not be liable for rectification of any defects as a result of negligence in maintenance.

Provided further that in case any such structural defect or any other defect in workmanship, quality or provision of services by the Promoter at the Project, reasonably and in the ordinary course requires additional time beyond the said 30 (thirty) days, then the Promoter shall be entitled to the same, provided an intimation thereof has been provided to the Allottee(s) prior to expiry of the said initial 30 (thirty) days. The Allottee(s) hereby agrees to such additional time / extension of time without being entitled to / making any claim to receive appropriate compensation in the manner as provided under the Act and/or otherwise under the Applicable Laws.

- 5.3. The Allottee(s) further accepts and acknowledges that all plant machinery, fittings, fixtures, equipments, installations etc which are covered under third party warranty / AMC shall not fall within the Defect Liability of the Promoter and any repair or resolution of defect in respect of the same shall be availed by the Allottee(s) through the Association directly from the concerned vendors / service providers.

## **6. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

VENERATE CONSTRUCTION LLP

  
Authorized Signatory/Partner

- 6.1. The Promoter and thereafter the Association of Allottees shall have right of access to all Common Areas, garages/ covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter and thereafter the Association of Allottees together with its men and agents, with or without material, to enter into the Apartment or any part thereof, after due notice and during the normal daytime hours, unless the circumstances warrant otherwise, with a view to set right any defect concerning the Building / Project and the Common Areas.
- 6.2. The Allottee (s) shall permit any adjoining Apartment Owner to enter and inspect the Apartment, upon due notice and during normal daytime hours, for the purposes of carrying out any repairs within such neighboring apartments.

**7. COMPLIANCE OF LAWS, NOTIFICATIONS, OTHER OBLIGATIONS ETC. BY THE PARTIES:**

- 7.1. The Parties are entering into this Conveyance Deed with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.
- 7.2. The Promoter has made it expressly clear to the Allottee(s) that the rights of the Promoter in the Apartment agreed to be conveyed/ sold/ transferred herein are circumscribed by and subject to the conditions imposed by the prevailing laws and and/or any other statutory authority(ies) apart from those contained herein.
- 7.3. The Allottee(s) shall observe all terms and conditions of this Conveyance Deed, and also those conditions, restrictions and other

VENERATE CONSTRUCTION LLP

*Jay Prakash Agarwal*  
Authorised Signatory/Partner



stipulations imposed in respect of the Project and shall also abide by the applicable building plans and other Applicable Laws applicable to the Apartment and /or the Project.

**8. METHOD OF CALCULATION OF PROPORTIONATE SHARE  
WHEREVER REFERRED TO IN THE CONVEYANCE DEED:**

- 8.1. Wherever in this Conveyance Deed it is stipulated that the Allottee(s) has to make any payment, in common with other allottee(s) in the Project, the same shall be the proportion which the Carpet Area of the Apartment bears to the total Carpet Area of all the apartments in the Project / Complex.

**SCHEDULE I**

**(the Said Premises and/or Project Land)**

ALL THAT the piece and parcel of land measuring about 98 Satak comprised in or forming part of R S Dag Nos. 2726 and 2727 corresponding to L R Dag No. 2614, 2615/2757, 2615 and 2615/2756 (previously 2610/2756) L R Khatian No. 2871, 2872, 2873, 2874, 2875, 2876 Mouza Ukila Paikpara, and now forming part of Municipal Holding No. 295, Ukila-2, Ukhila Paik Para, Kolkata-700 103, in Ward No. 27 of the Rajpur Sonarpur Municipality under P. S. Sonarpur, South 24 Parganas as per details below:

R S Dag no.	L R Dag no.	Classification	Area
2726	2614	Bastu	22 dec
2727	2615/2757	Pukur	22 dec
2727	2615	Bastu	10 dec
2727	2615/2756	Bastu (Commercial)	44 dec
	Total		98 Dec

And butted and bounded

On the NORTH : By Plot no L.R.Dag nos. 2615(P) & 2864

On the EAST : By Municipal Road

VENERATE CONSTRUCTION LLP

*Jayprakash Agarwal*  
Authorised Signatory/Partner

On the SOUTH : By Plot of Shalimar Chemicals Works

On the WEST : By Plot of Shalimar Chemicals Works

Or Howsoever otherwise the same is was or may be known numbered butted or bounded

## SCHEDULE II (Apartment)

ALL THAT Apartment being Residential Flat No. \_\_\_\_\_, on the \_\_\_\_\_ floor, Block-\_\_\_\_\_ (including Balcony, if any) AS ALSO the Extended Terrace attached with the said residential flat, to contain by measurement \_\_\_\_\_ sq ft super built up area more or less [which corresponds to \_\_\_\_\_ sq. ft. built-up area (more or less) / \_\_\_\_\_sq. ft. carpet area (more or less) of the Apartment AND \_\_\_\_\_ ( \_\_\_\_\_ ) Square Feet (more or less) of the Extended Terrace] together with One Servant Quarter having an area of \_\_\_\_\_sq ft super built up area more or less [which corresponds to \_\_\_\_\_ sq. ft. built-up area (more or less) / \_\_\_\_\_sq. ft. carpet area (more or less) (if any) together with undivided proportionate share of the land underneath the said building wherein the said Apartment is located together with the undivided share or interest in the common area, amenities and facilities more fully mentioned herein of the said Project ATRI RAYS

### 'Car Parking'

TOGETHER WITH the right to park \_\_\_\_\_ medium sized motor car on the [Open / Covered / Basement / MLCP] Car Parking.

## SCHEDULE III ABOVE REFERRED TO PART - I (Common Areas and Installations of the Entire Project)

VENERATE CONSTRUCTION LLP

  
Authorized Signatory/Partner



1. COMMUNITY HALL.
2. GAMES ROOM + INDOOR KIDS ZONE.
3. GYM;
4. SWIMMING POOL ;
5. KIDS PLAY AREA ;
6. DECORATIVE POND AREA ;
7. WATER FOUNTAIN ;
8. JOGGING AND WALKING SPACE.
9. SENIOR CITIZEN ZONE
10. FLOWER & FRUIT GARDEN.
11. LANDSCAPE;
12. INTERCOM IN FLATS.
13. CCTV IN ALL COMMON AREAS.
14. TV SATELLITE CONNECTION
15. MAINTENANCE OFFICE.
16. SECURITY CHANGE ROOM.
17. SERVANT TOILETS;
18. WATER FILTER PLANT.
19. 24 HOUR POWER BACKUP (GENERATOR) TOTO / AUTO RICKSHAW / EQUIVALENT SERVICE FROM PROJECT TO MAIN ROAD

## PART - II

### SPECIFICATIONS

- |   |  |
|---|--|
| <b>1 STRUCTURE</b>  | RCC FOUNDATION AS PER<br>GEOTECHNICAL ENGINEER'S<br>RECOMMENDATION   |
| <b>2 WALL FINISH</b>  | INTERNAL - 5"/3" BRICK WALLS WITH<br>PLASTER OF PARIS FINISH<br>EXTERNAL-8" BRICK WALLS PLASTERED<br>WITH HIGH QUALITY WEATHER COAT<br>PAINT |
| <b>3 FLOORING</b>   |  |
| <b>a) MASTER BED ROOM, ENTRANCE LOBBY, FLOOR LOBBY AND FLAT INTERIORS</b> | WOODEN FINISHED TILES, ELEGANTLY<br>DESIGNED WITH TILES, CERAMIC TILES<br>and VITRIFIED TILES  |

VENERATE CONSTRUCTION LLP

  
Authorised Signatory/Partner

- b) **TOILET** & CERAMIC TILES UP TO DADO HEIGHT &  
**KITCHEN** CERAMIC TILES UP TO 2 (TWO) FEET  
**DADO** ABOVE THE COUNTER  
c) **TOILET** ANTISKID CERAMIC TILES  
**FLOOR.**
- 4 **KITCHEN** COUNTER TABLE WITH GRANIT TOP AND  
STAINLESS STEEL SINK  
ELECTRICAL POINTS FOR  
REFRIGERATOR, WATER FILTER AND  
EXHAUST FAN
- 5 **TOILET** CONCEALED HOT AND COLD-WATER  
PIPE SYSTEM IN SHOWER AND BASIN  
AND WHITE SANITARY WARE OF  
REPUTED BRAND AND CHROME PLATED  
FITTINGS OF REPUTED BRAND  
ELECTRICAL POINTS FOR GYSER AND  
EXHAUST FAN  
PLUMBING PROVISION FOR HOT/COLD  
WATER LINE
- 6 **WINDOWS** SLIDING ALUMINIUM WINDOWS WITH  
WHITE GLASS PANEL
- 7 **DOORS** GOOD QUALITY FLUSHED DOOR
- 8 **ELECTRICAL** CONCEALED COPPER WIRING WITH  
MODULAR SWITCHES  
ADEQUATE LIGHT AND POWER POINTS  
STANDARD MAIN DISTRIBUTION BOX  
(DB)  
TV / TELEPHONE POINTS  
AC POINT IN ALL BEDROOMS  
AC POINT IN ALL BEDROOMS
- 9 **ELEVATORS** ADEQUATE ELEVATORS BY REPUTED  
MAKERS IN EACH BLOCK

VENERATE CONSTRUCTION LLP

  
 Authorised Signatory/Partner



## SCHEDULE IV

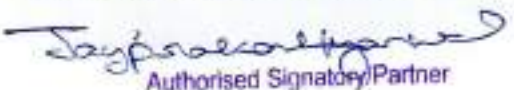
### (Common Expenses)

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure and in particular the top roof (only to the extent of leakage and drainage to the upper floors), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the building and enjoyed or used by the co-owners in common with each other, main entrance and exit gates, landings and staircases of the said building and enjoyed by the co-owners in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the said premises/project land so enjoyed or used by the co-owners in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL:** All expenses for running and operating all machines equipments and installations comprised in the Common Areas and Installations (including, Lifts, Water Pump with Motor, Generator, Fire Fighting Equipments and accessories, CCTV, Security Systems, Deep Tube Well, Equipments, Solar Panels, and accessories in or for the entertainment / fitness areas or the air-conditioned hall etc.) and also the costs of repairing, renovating and replacing the same.
3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftmen etc.) including their bonus and other emoluments and benefits.
4. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the premises (save those assessed separately in respect of any Apartment).
5. **INSURANCE:** Insurance premium, if incurred for insurance of the said building and premises and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
6. **COMMON UTILITIES:** Expenses for serving / supply of common facilities and utilities and all charges incidental thereto.
7. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
8. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance Company for the common purposes.

### SCHEDULE V ABOVE REFERRED TO:

#### (Consideration / Total Price)

VENERATE CONSTRUCTION LLP

  
Authorised Signatory/Partner

Price for the Apartment	Rs. _____/-
Price for the Attached Terrace	Rs. _____/-
Price of _____ Car Parking space	Rs. _____/-
Price of Servant's Quarter	Rs. _____
Total Price	Rs. _____/-
(Rupees ..... only).	

## [MACD &amp; OTHER CHARGES]

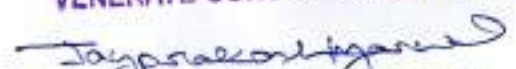
SL NO	MACD	Amount (in INR)
1	TRANSFORMER	
2	GENERATOR	
3	FACILITIES & AMENITIES	
4	FLOOR ESCALATION	
5	PLC	
	DEPOSITS	

SL NO	PARTICULARS	Amount (in INR)
1	SINKING FUND @ Rs. 25 per square feet super built up area	
2.	CAM CHARGES @ Rs. 30 per square feet super built up area - 12 Months Advance To Be Deposited	

## OTHER CHARGES

SL NO	PARTICULARS	Amount (in INR)
1	LEGAL CHARGES:	
	On drawing up Agreement:	

VENERATE CONSTRUCTION LLP

  
 Authorised Signatory/Partner



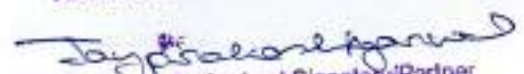
	On drawing up Conveyance:	
2.	MUTATION ASSISTANCE CHARGES: To be paid on possession	
3.	SOCIETY FORMATION CHARGES To be paid on possession	

### **SCHEDULE VI**

### **COVENANTS, OBLIGATIONS, RESTRICTIONS RIGHTS AND DUTIES OF THE ALLOTTEE(S)**

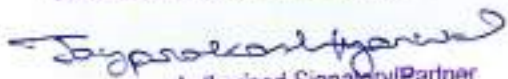
1. As a matter of necessity, the ownership and enjoyment of the units / apartments by Allottees shall be consistent with the rights and interest of all the other Allottees and in using and enjoying their respective units and the Common Areas and Installations.
2. Each of the Allottees (including the Allottee herein) hereby covenant, agree and undertake that the Allottee(s) shall be bound and obliged:
  - a) to become and remain a Member of the Association of Allottees as may be formed by the Promoter and no other Association.
  - b) to co-operate with the Association of Allottees (until handover to the Association, with the Promoter), in the management and maintenance of the Project and the common purposes;
  - c) to observe fulfil and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the Project and in particular the Common Areas and Installations, and other common purposes, as may be made and/or framed by the Promoter and/or the Association, as the case may be.
  - d) to not hold the Promoter liable in any manner for any accident or damage during the course of enjoyment of the Common Areas and Installations by the Allottee or his family members or any other person.
  - e) to allow the Promoter and/or the Association and their authorized representatives with or without workmen to enter into their units at all reasonable times for want of repairs and maintenance of the Project and the common purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in their units within 48 (forty-eight) hours of giving of a notice in writing by the Promoter and/or the Association thereabout Provided That in case of emergencies / exigencies, no such notice shall be required to be given;

VENERATE CONSTRUCTION LLP

  
Authorised Signatory/Partner

- f) That it is agreed and accepted by the Allottee(s) that upon creation / incorporation of the said Association, the common equipments pertaining to power back-up, etc. shall be transferred in favour of the said Association and that unless agreed the Promoter / Maintenance Agency shall thereafter be in no manner held responsible or liable for maintenance, upkeep, refurbishing or replacement of the same, as the liability of the Promoter is limited to installation of the said equipment only for the first time.
- g) to bear and pay and discharge exclusively the following expenses and outgoings with effect from the CAM Commencement Date:-
- i. Municipal and other rates and taxes, khajana and water tax, if any, whether existing or as may be imposed or levied at any time in future, assessed on or in respect of their respective Flats / Apartments directly to the authorities concerned Provided That so long as their respective Flats are not assessed separately for the purpose of such rates and taxes, each Allottee shall pay to the Promoter / Maintenance In-Charge the proportionate share of all such rates and taxes assessed on the said Premises;
  - ii. Electricity charges for electricity consumed in or relating to their respective Flats / Apartments.
  - iii. Proportionate share of all Common Expenses (including those mentioned in the **Schedule IV**) payable to the Promoter and/or the Association from time to time.
  - iv. All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottees in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by CESC from its consumers for the delay payment of its bills).
3. Each of the Allottees (including the Allottee herein) hereby covenant with the Promoter and with the other Allottees / Occupiers / Users of the Project that each of them shall remain bound and obliged:
- a) to use their respective Residential flats only for the private dwelling and residence in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc.,) whatsoever;
  - b) to carryout all fitout works in the said unit in a good and workman-like manner and without violating any laws, rules or regulations of the concerned authority, National Building Code and fire safety rules and

VENERATE CONSTRUCTION LLP

  
Authorized Signatory/Partner



- rules framed by other authorities and with minimum noise and ensure that no disturbance or annoyance is caused to the other Allottees;
- c) to use the right of parking, if any agreed to be granted, only for the purpose of parking of medium sized motor cars / two wheelers, as applicable.
  - d) to install fire fighting and sensing system gadgets and equipments in the said Unit as required under law and keep the said Unit free from all hazards relating to fire;
  - e) To keep their respective units and partition walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Project and not to do or cause to be done anything in or around their respective units which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective units. In particular and without prejudice to the generality to the foregoing, the Allottees shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
  - f) not to open out any additional window or any other apparatus protruding outside the exterior of his flat / unit.
  - g) not to carry on or cause to be carried on any obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral deed or activity in or through their units or any activity which may cause nuisance or annoyance to the Allottees.
  - h) not to slaughter or kill any animal in any area (including common areas / parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.
  - i) not to drill, break, maim, hammer or in any way damage destroy or adversely affect the beams, columns, walls etc., nor be entitled to nor permitted to make any structural changes / modifications to their respective units or any part thereof Provided That internal finishing work may be carried out by the Allottees in a lawful manner.
  - j) not to make construction of any nature whatsoever (be it temporary or permanent) in or about the balconies / verandas / terraces etc., nor cover the same in any manner, including *Shamianas* etc.
  - k) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations with regard to user and operation of water, electricity, drainage, sewerage, lifts, tube-well generator and other installations and amenities at the said premises including those under the West Bengal Fire Services Act and rules made thereunder and shall indemnify and keep the Promoter and the Land Owners saved harmless and indemnified from and against all

VENERATE CONSTRUCTION LLP

  
 Authorised Signatory/Partner

losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on their part.

- l) In case any balcony / veranda / open terrace be attached to any flat, then the same shall be a right appurtenant to such flat and the right of use and enjoyment thereof shall always travel with such flat and the following rules terms conditions and covenants shall be applicable on the Allottee thereof in relation thereto:
  - i. The Allottee thereof shall not be entitled to sell convey transfer or assign such balcony / veranda / open terrace independently (i.e. independent of the flat owned by such Allottee);
  - ii. The Allottee thereof shall not make construction of any nature whatsoever (be it temporary or permanent) on such balcony / veranda / open terrace nor cover the same in any manner, including *Shamianas* etc.;
  - iii. The Allottee thereof shall not install a tower or antenna of a mobile phone company or display hoardings or placards.
  - iv. not display any signboard, hoarding or advertisement etc. on the parapet wall of the open terrace or at any place in the said balcony / veranda / open terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.

m) In the event any Allottee has been allotted any right of parking motor car / two wheeler or other vehicle within the said Project, then such Allottee shall be bound and obliged to observe fulfil and perform the following terms and conditions:

- i. The Allottee shall use such Parking Space only for the purpose of parking of its own medium sized motor car / two wheeler and for no other purpose whatsoever and shall not at any time claim ownership title interest or any other right over the same save the exclusive right to park one medium sized motor car / two wheeler thereat;
- ii. The Allottee shall not be entitled to sell transfer or assign such parking space or his right of parking car / two wheeler at such Parking Space or allow or permit any one to park car / two wheeler or other vehicle at such parking space as tenant, lessee, caretaker, licensee or otherwise or part with possession of such Parking Space, independent of his Unit, to any person, with the only exception being that the Allottee shall, only after completion of sale, be entitled to let out transfer or part with possession of his parking space independent of the flat only to any other owner of flat in the Project and none else;

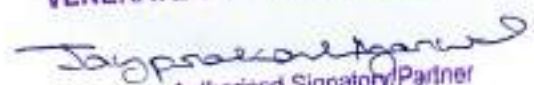
VENERATE CONSTRUCTION LLP

  
Authorized Signatory/Partner



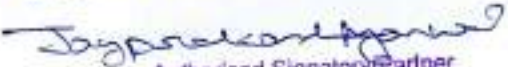
- iii. The Allottee shall not make any construction of any nature whatsoever in or around such Parking Space or any part thereof nor cover such parking space by erecting walls / barricades etc. of any nature whatsoever;
  - iv. The Allottee shall not park nor allow or permit anyone to park motor car / two wheeler or any other vehicle nor shall claim any right of parking motor car / two wheeler or any other vehicle in or at the driveways pathways or passages within the Project or any other portion of the said Premises save at the allotted Parking Space;
- n) In the event any Allottee has been allotted any store room / servant quarter, then such Allottee shall be bound and obliged to observe fulfil and perform the following terms and conditions:
- i. The Allottee shall use such store room / servant quarter only for the purpose of storage or lodging of servant, as applicable, and for no other purpose whatsoever;
  - ii. The Allottee shall not be entitled to sell transfer or assign to any person such store room/ servant quarter or part with possession of the same, independent of his Unit;
  - iii. The Allottee shall observe fulfil and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Association with regard to the user and maintenance of the store room / servant quarter.
  - iv. The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such store room/ servant quarter and shall indemnify and keep saved harmless and indemnified the Land Owners and the Promoter and the Association with regard thereto.
- o) not to make in the flat / apartment any structural addition or alteration and/or cause damage to beams, columns, partition walls etc. and in case of default the defaulting Allottee shall be liable to reimburse to the Promoter and/or the Association, the actual costs, charges and expenses plus 50% (fifty Percent) of such actual costs, charges and expenses, for restoring such damage. In addition, such Allottee shall also be liable to be prosecuted in accordance with law and also be liable for all losses damages costs claims damages etc., suffered by the Promoter and/or the Land Owners and/or other Allottees and shall fully indemnify them and each of them.

VENERATE CONSTRUCTION LLP

  
 Authorised Signatory/Partner

- p) not to use the ultimate roof of the Towers / Buildings or the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Allottees.
- q) to use the Common Areas and Installations only to the extent required for ingress to and egress from their respective units of men and materials and passage of utilities and facilities.
- r) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies, landings etc., in the Project free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things therein or thereat or in any other common areas of the premises.
- s) not to claim any right whatsoever or howsoever over any unit or portion in the Project save their respective units.
- t) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Buildings / Project save a decent nameplate outside the main gates of their units.
- u) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the Project or may cause any increase in the premia payable in respect thereof.
- v) not to alter the outer elevation of the Buildings / Project or any part thereof nor decorate the exterior of the Buildings / Project or the said Premises otherwise than in the manner agreed by the Promoter / Association in writing or in the manner as near as may be in which it was previously decorated.
- w) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof, staircase, lobby, landings, pathways, passages or in any other Common Areas and Installations nor into lavatories, cisterns, water or soil pipes serving the Project nor allow or permit any other person to do so.
- x) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the Project.
- y) The Allottee shall observe fulfil and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Association with regard to the user and maintenance of the parking spaces in the Project.
- z) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of the Unit, the Parking Space the storage room / servant quarter, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter and the Land Owners and the Association with regard thereto.

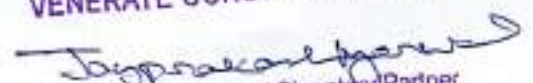
VENERATE CONSTRUCTION LLP

  
Authorised Signatory/Partner



- aa) maintain at their own costs, their respective units in the same good condition state and order in which the same be delivered to them and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act and the rules made thereunder) of the Government, any Development Authority, CESC, Fire Brigade, and/or any statutory authority and/or local body with regard to the user and maintenance of their respective units as well as the user operation and maintenance of the lifts, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the Project and to make such additions and alterations in or about or relating to their respective units and/or the Project as be required to be carried out by them, independently or in common with the other Allottees as the case may be without holding the Promoter or the Land Owners in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Promoter and the Land Owners and the Association and each of them saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on the part of the Allottees.
- bb) to apply for and obtain separate apportionment / assessment and mutation of their respective units, as may be permissible, in the records of the concerned authorities.
- cc) not to fix or install air conditioners in their respective flats save and except at places where provision has been made by the Promoter for installation of the same. In case of and in the event any Allottee installs air conditioner/s at any place other than the places earmarked and/or specified for the same, then and in that event, such Allottee shall be liable to forthwith remove the air conditioner/s at its own costs. Further, before installation, the Allottees shall also get the layout plan of the air conditioner/s to be installed in their respective flats approved by the Promoter and shall further ensure that all water discharged by the air conditioning units is drained within their respective flats.
- dd) not to close or permit the closing of verandas, lounges, balconies, lobbies or the common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandas, balconies, lounges or any external walls or the fences of external doors and windows including grills of the flat which in the opinion of the Promoter or the Association differs from the colour scheme of the buildings / Project or deviation of which in the opinion of the Promoter or the Association may affect the

VENERATE CONSTRUCTION LLP

  
Authorized Signatory/Partner



- elevation in respect of the exterior walls of the buildings / Project and if so done by any Allottee, such Allottee shall be liable to reimburse to the Promoter and/or the Association, the actual costs, charges and expenses for restoring the concerned flat to its original state and condition, for and on behalf of and as the agent of such Allottee.
- ee) to observe such other covenants as be deemed reasonable by the Promoter and/or the Association from time to time for the common purposes.
- ff) The Allottee(s) acknowledges, agrees and undertakes that the name of the Project shall not be renamed and/or changed and the same shall always be known by its name given by the Promoter.
- gg) It is agreed and understood between the Promoter and the Allottee(s) that after the formation of the Association, the Promoter shall be absolutely entitled to hold and shall have absolute authority and control as regards the unsold apartments, premises, units, un-earmarked areas etc. and in the said Project.
- hh) All unsold and/or un-allotted units, areas and spaces in the Building and Project, including without limitation, parking spaces and other spaces in the basement and anywhere else in the Building and Project shall always belong to and remain the property of the Promoter at all times and the Promoter shall continue to remain in overall possession of such unsold and/or un-allotted units and shall be entitled to enter upon the Building and Project to enable it to complete any unfinished construction work and to provide amenities and facilities as the Promoter may deem necessary.
- ii) The Promoter shall continue to have a right to hold, let, sub-let, dispose of and/or otherwise deal with in any manner whatsoever the remaining unsold / unallotted flats / premises in such manner as they think fit and the sale proceeds thereof shall belong absolutely to the Promoter and the purchaser/s and allottee(s) of such unsold / unallotted flats / premises shall be accepted as member of the Association. Such purchaser/s and allottee(s) (including the Promoter) of such unsold / unallotted flats / premises in case of such purchase, shall not be required to pay any transfer fees, charges, premium and/or donation and/or compensation and/or cost in any form whatsoever to the proposed Association.
- jj) The Allottee(s) has been informed and hereinafter acknowledges that the FAR proposed to be consumed in the Project may not be proportionate to the area of the said Project on which it is being constructed in proportion to the total area of the land taking into account the FAR to be utilized for all buildings to be constructed thereon. The Promoter in its sole discretion, may allocate such FAR for each of the buildings being constructed on the said Project as it thinks fit and the owners and purchasers of the units in such buildings (including the Allottee(s) herein) are agreeable to this and shall not

VENERATE CONSTRUCTION LLP  
  
 Authorised Signatory/Partner



dispute the same or claim any additional FAR or constructed area in respect of any of the structures, building or on the said Project.

- kk) The unutilized / residual FAR (including future incremental or enhancement due to change in law or otherwise) in respect of the said land shall always be available to and shall always be for the benefit of the Promoter and the Promoter shall have the right to deal or use the FAR as it may deem fit, without any objection or interference from the Allottee(s) or the Maintenance Association. In the event of any additional FAR in respect of the said Project Land or any part thereof being increased as a result of the any favourable relaxation of the relevant building regulations or increase in incentive FAR or otherwise, at any time, hereafter, the Promoter alone shall be entitled to the ownership and benefit of the all such additional FAR for the purpose of the development and / or construction of structures on the said Project Land as may be permissible under applicable law.

VENERATE CONSTRUCTION LLP

  
Authorized Signatory/Partner

**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 SEALED AND DELIVERED**

By the **LAND OWNERS** at Kolkata  
in the presence of:

**SIGNED SEALED AND DELIVERED**

By the **PROMOTER** at Kolkata  
in the presence of:

**SIGNED SEALED AND DELIVERED**

By the **ALLOTTEE[S]** at  
Kolkata in the presence of:

VENERATE CONSTRUCTION LLP

*[Signature]*  
Authorised Signatory/Partner



**RECEIVED** of and from the within named Allottee(s) the sum of  
**Rs.** \_\_\_\_\_/ - **(Rupees**  
 \_\_\_\_\_) only towards and being  
 the Total Price payable by the Allottee(s) to the Developer, as per Memo  
 below:

**MEMO OF CONSIDERATION**

Serial No.	Cheque / D. D. No.	Dated	Drawn on	Amount in Rs.
TDS				

For VENERATE CONSTRUCTION LLP,

(Constituted Attorney)

Witnesses:

1.

2.

Drafted by me

(Aditya Kanodia)  
 Advocate, High Court, Calcutta  
 Enrolment No. : F/889/2006

**VENERATE CONSTRUCTION LLP**  
  
 Authorised Signatory/Partner

DATED THIS THE      DAY OF      , 20\_\_

BETWEEN

**MOHAMMAD ZARKAN & ORS.**

- Land Owners

AND

**VENERATE CONSTRUCTION LLP**

- Promoter

AND

\_\_\_\_\_  
- Allottee

**DEED OF CONVEYANCE**

In respect of Unit \_\_\_\_ on the \_\_\_\_ Floor  
Block No. \_\_\_\_ at

**ATRI RAYS**

**KANODIA & CO.,**

**Solicitors & Advocates**

**Partner - Aditya Kanodia, Advocate**

Temple Chambers, 4<sup>th</sup> Floor,

6, Old Post Office Street,

Kolkata - 700 001

033-2262-5739

info@kanodiaco.com

**VENERATE CONSTRUCTION LLP**

*Aditya Kanodia*  
Authorised Signatory/Partner