

# **DEED OF CONVEYANCE**

THIS DEED OF CONVEYANCE is being made on the.....day of  
....., 2023 (Two Thousand Twenty Three) of the Christian Era.

AMONGST

**(1) SHARDA SONS RESOURCES PRIVATE LIMITED (CIN No. U51109WB2005PTC101495 and Income Tax PAN- AAECM1558L)**, a company incorporated under the provisions of the companies Act 1956, having its registered office at Subham Residency, 29/1/A, Chandra Nath Chatterjee Street, LP-U, Ground Floor, P.O.+P.S.- Bhawanipore, Kolkata-700 025, District- South 24 Parganas ( Mobile No.- 82981 80000) and **(2) APLOMB CONSTRUCTIONS PRIVATE LIMITED (CIN No. U45400WB2014PTC201959 and Income Tax PAN- AAMCA6526A)** , a company incorporated under the Companies Act, 1956, having its registered office at Subham Residency, 29/1/A, Chandra Nath Chatterjee Street, LP-U, Ground Floor, P.O.+P.S.- Bhawanipore, Kolkata-700 025, District- South 24 Parganas ( Mobile No.- 82981 80000)

both the Ownerss/companies are duly represented by “**SQUAREMARK HOMES PVT. LTD.” ( CIN No U70102WB2016PTC209090 and Income Tax PAN No.-AAOCA0322Q )**, a company incorporated under the provisions of the Companies Act 2013, having its registered office at “The Meridian” Building, E 2/4 & 5 , Block – GP, Sector -V, Salt Lake, Kolkata – 700 091, P.O.- Salt Lake Sector-V, P.S.- Electronics Complex (Old P.S. –East Bidhannagar ), District- North 24 Parganas, by virtue of two **Development Powers of Attorney such as (i) Development Powers of Attorney being No.- 1604-03098, for the year 2023** which was executed by “**SHARDA SONS RESOURCES PRIVATE LIMITED**” and registered on **14-03-2023** in the office of the District Sub-Registrar IV, Alipore, South 24 Parganas, West Bengal and recorded in **Book No. I, Volume No. 1604-2023, Page Nos. from 84732 to 84759** and **(ii) Development Powers of Attorney being No.- 1604-03097, for the year 2023** which was executed by “**APLOMB CONSTRUCTION PRIVATE LIMITED**” and registered on **14-03-2023** in the office of the District Sub- Registrar IV, Alipore, South 24 Parganas, West Bengal and recorded in **Book No. I, Volume No. 1604-2023, Page Nos. from 84760 to 84792** which are also represented through its Authorised Signatory namely **SRI PANCHU GOPAL SARDAR ( Income Tax PAN- GCGPS6981G and Aadhaar No. 6608 5503 7136)**, son of Sri Bhim Chandra Sradar, by faith- Hindu, by occupation- Service, by Nationality- Indian, resident of Village- Mestakhali , P.O.- Mestakhali, P.S. – Bishnupur, PIN Code No.-743503, District- South 24 Parganas ( **Mobile No.-9143336487**), **authorized by its Board Resolution, passed by the Board of Directors on ..... day of ....., 2023**, hereinafter jointly called and referred to as the “**LAND OWNERS**” (which expression shall unless excluded by or repugnant to the subject or context shall mean and be deemed to include its successors-in-office and their executors, administrators, legal representatives and/or assigns) of the **FIRST PART**.

AND

SQUAREMARK HOMES PVT. LTD. ( Income Tax PAN No.-AAOCA0322Q ), a company incorporated under the provisions of the companies Act 2013, having its registered office at “The Meridian” Building, E 2/4 & 5, Block – GP, Sector –V, Salt Lake, Kolkata – 700 091, P.O.- Salt Lake Sector-V, P.S.- Electronics Complex (Old P.S. –East Bidhannagar), District- North 24 Parganas ( Mobile No - 62898 24005), duly represented by its lawful Constituted Attorney namely SRI PANCHU GOPAL SARDAR (Income Tax PAN- GCGPS6981G and Aadhaar No. 6608 5503 7136), son of Sri Bhim Chandra Sradar, by faith- Hindu, by occupation- Service, by Nationality- Indian, resident of Village- Mestakhali , P.O.- Mestakhali, P.S. – Bishnupur, PIN Code No.- 743503, District- South 24 Parganas ( Mobile No.-9143336487), hereinafter called and referred to as the DEVELOPER hereinafter called and referred to as the “DEVELOPER/PROMOTER”, (which expression shall unless excluded by or repugnant to the subject or context shall mean and be deemed to include its successors-in-office and their executors, administrators, legal representatives and/or assigns) of the SECOND PART.

AND

(1) MR. \_\_\_\_\_ ( Income Tax PAN - \_\_\_\_\_ and Aadhar Card No. - \_\_\_\_\_), son of Mr. \_\_\_\_\_, by Occupation - \_\_\_\_\_, by faith - \_\_\_\_\_, by Nationality - \_\_\_\_\_, residing at \_\_\_\_\_ Road, Kolkata – 700 \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station - \_\_\_\_\_, District - \_\_\_\_\_ ( Mobile No. - \_\_\_\_\_ )

(2) MRS. \_\_\_\_\_ ( Income Tax PAN - \_\_\_\_\_ and Aadhar Card No. - \_\_\_\_\_), wife of Mr. \_\_\_\_\_, by Occupation - \_\_\_\_\_, by faith - \_\_\_\_\_, by Nationality - \_\_\_\_\_, residing at \_\_\_\_\_ Road, Kolkata – 700 \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station - \_\_\_\_\_, District - \_\_\_\_\_ ( Mobile No. - \_\_\_\_\_ ),

hereinafter jointly called and referred to as the “PURCHASERS /ALLOTTEES”(which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their heirs and/or heiresses, executors, administrators, legal representatives and permitted assignees) of the THIRD PART;

The Land Owners, Developer/Promoter and Allottee(s) shall hereinafter collectively be called and referred to as the “Parties” and individually as a “Party”.

### Devolution of Title:

Devolution of Title of the Property of "SHARDA SONS RESOURCES PRIVATE LIMITED" (Previously known and identified as "MALINATH TRADING PVT. LTD.") :

WHEREAS one of the Owners herein namely MALINATH TRADING PVT. LTD. (presently known and identified as SHARDA SONS RESOURCES PRIVATE LIMITED), had purchased ALL THAT piece and parcel of shali and Bastu land measuring about **934.72 Decimal** (i.e. **9.3472** Acre) more or less, in its previous name (i.e. MALINATH TRADING PVT. LTD), by virtue of several Deeds of Conveyance, executed and registered in the concerned offices, details of which are shown in a Chart herein below and recorded in Book No.-I, such as –

Regn. Office	Deed No.	Year	Volume No.	Page Nos.	R.S. & L.R. Dag Nos	Khatian Nos.	Area of Purchased Land (In Decimal)
A.D.S.R-Baruipur	5728	2015	1611-2015	37519-37539	93	R.S.-27, L.R.-1128	7.40
A.D.S.R-Baruipur	4506	2015	1611-2015	16826-16842		R.S.-127/1, L.R.-1220	13.00
D.S.R.-IV, Alipore	4391	2014	CD-25	952-976	94	R.S.487 &28 and L.R.-795, 796,797 , 798, 512/1, 419, 604	49
D.S.R.-IV, Alipore	4391	2014	CD-25	952-976	95	R.S-430 and L.R.-798	39
D.S.R.-IV, Alipore	4386	2014	CD-25	713-734	96	L.R-182	13
A.D.S.R-Baruipur	7558	2015	1611	68997-69023	97	1226 and 1227	8.25
D.S.R.-IV, Alipore	3168	2017	1604-2017	82982-83009		1426	5.57
D.S.R.-IV, Alipore	3199	2015	10	9398-9418	98	L.R.-364and 639,	28
D.S.R.-IV, Alipore	3199	2015	10	9398-9418	99	471/1, 471/2, 471/3, 471/4, 471/5, 471/6	28
D.S.R.-IV, Alipore	3200	2015	10	9007-9023	101	L.R.-543	53
D.S.R.-IV, Alipore	3200	2015	10	9007-9023	111	L.R.- 424	17.25
A.D.S.R-Baruipur	3063	2016	1611-2016	60984-61004		R.S-44 and L.R.-424	5.75
D.S.R.-IV, Alipore	4385	2014	25	669-687	133	L.R.-586	90
D.S.R.-IV, Alipore	4387	2014	25	756-775		L.R.-586 and 827	20
D.S.R.-IV,	3198	2015	10	9348-9364	134	L.R.-554	73

Alipore							
A.D.S.R-Baruipur	1917	2016	1611	40539- 40565	135	R.S.-474, 491/1, 492/1, 493/1,494 and L.R.-841	21
A.D.S.R-Baruipur	1917	2016	1611	40539-40565	137	R.S.-474, 491/1, 492/1, 493/1,494 and L.R.-841	8.5
A.D.S.R-Baruipur	4556	2015	1611	17555-17576		R.S.-56 and L.R.-249	8.5
A.D.S.R-Baruipur	4129	2015	1611	10675-10702		L.R.-415	8.5
A.D.S.R-Baruipur	4555	2015	1611	17530-17554		L.R.-382	8.5
D.S.R.-IV, Alipore	3199	2015	10	9398-9418	138	L.R.-707	19
A.D.S.R-Baruipur	6859	2015	1611	57099-57129	139	R.S.-297 and L.R.-180,	13.40
A.D.S.R-Baruipur	6857	2015	1611-2015	57060-57083		R.S.-297 and L.R. – 180 & 1049	6.60
D.S.R.-IV, Alipore	4386	2014	CD-25	713-734	140	R.S.-128 and L.R. – 795, 796, 797	26
D.S.R.-IV, Alipore	4387	2014	25	756-775	141	L.R.-586 and 827	36
D.S.R.-IV, Alipore	8041	2014	CD-46	3003-3031	142	57,95,101,104, 177,404,449, 568, 798	60
D.S.R.-IV, Alipore	8046	2014	CD-46	3151-3179	142/827	L.R.-798	40
D.S.R.-IV, Alipore	4384	2014	CD-25	612-632	143	R.S.-129 and L.R.-798	89
D.S.R.-IV, Alipore	8041	2014	CD-46	3003-3031		R.S.-129 and L.R.-798	10
D.S.R.-IV, Alipore	8046	2014	CD-46	3151-3179	194	L.R.-798	30
D.S.R.-IV, Alipore	8046	2014	CD-46	3151-3179	195	L.R.- 57, 95, 101,104, 177, 404, 449, 568,	17
D.S.R.-IV, Alipore	8041	2014	CD-46	3003-3031	196	L.R.-57, 95, 101, 104, 177, 449, 568,	7
D.S.R.-IV, Alipore	8041	2014	CD-46	3003-3031	198	L.R.- 57,95,101,104 177,404,449, 568, 798	7
D.S.R.-IV, Alipore	4383	2014	CD-25	593-611	202	L.R. – 795, 796, 797	62
A.D.S.R-Baruipur	00671	2017	1611-2017	11446-11468	205	RS- 227, L.R.- 799, 800, 801	6.50
						<b>TOTAL =</b>	<b>934.72</b>

ANDWHEREAS since after the date of purchase, the Land Owner No.1 has been possessing, enjoying and

exercising its rights, title, interest of the said project land peacefully without any interruption from any corner, by paying all rent and taxes before the competent authorities and has every right to transfer the same to anybody against valuable consideration.

ANDWHEREAS thereafter the above-mentioned MALINATH TRADING PVT. LTD. (presently known and identified as SHARDA SONS RESOURCES PRIVATE LIMITED), one of the Owners herein, has mutated its name as the Owner in the records of B.L. & L.R.O- Baruiapur, South 24 Parganas under L.R. Khatian No. 1420, 2121 and 2146 and the mutated area is **916.97 Decimal** and rest quantum of land will be mutated and converted as required for the said project by the developer at the earliest possible.

ANDWHEREAS thereafter for the benefit of the project a few quantum of land was purchased from another company, the Land Owner No. (2) herein and a few quantum of land in **R.S. & L.R. Dag Nos. 94,95 and 96** was sold/transferred to the said company, by virtue of several Deed of Conveyances.

ANDWHEREAS due to the decision of the management and by virtue of Certificate of Incorporation, issued on 11-07-2019 by the Registrar of the Companies, Government of Indian, the name of the company has been changed from "MALINATH TRADING PVT. LTD." to "SHARDA SONS RESOURCES PRIVATE LIMITED".

ANDWHEREAS after the aforesaid transfer, the above-mentioned SHARDA SONS RESOURCES PRIVATE LIMITED (previously known and identified as MALINATH TRADING PVT. LTD.), one of the Owners herein, has become the lawful Owner and possessed of ALL THAT piece and parcel of Shali and Bastu Commercial land measuring **918.46 Decimal** (i.e. **9.1846 Acre**) more or less in **R.S & L.R Dag Nos. 93, 94, 95, 96, 97, 98, 99, 101, 111, 133, 134, 135, 137, 138, 139, 140, 141, 142, 142/827, 143, 194, 195, 196, 198, 202 and 205** under **L.R. Khatian Nos- 1420, 1426, 2121, 2146 and 800**, lying and situated at **Mouza- Sultanpur, J.L. No.-16, Revenue Survey No. 47 and 190, Touzi No.250, Pargana- Medanmalla ; District Sub-Registration Office at Alipore, Additional District Sub-Registration Office- Baruiapur, Police Station - Baruiapur**, within the jurisdiction of **Mullickpur Gram Panchaya**, in the District of South 24 Paraganas, more fully and particularly described in the **PART-I of the FIRST SCHEDULE** hereunder written, which is free from all encumbrances, charges, liens, lispense, demands, claims, hindrances, attachments, debts and dues whatsoever from any corner.

ANDWHEREAS the above-mentioned SHARDA SONS RESOURCES PRIVATE LIMITED (previously known and identified as MALINATH TRADING PVT. LTD.), one of the Owners herein, also got its name mutated in respect of the said project land in the records of Mullickpur Gram Panchayat, South 24 Paragana, which has since been recorded under **Holding Nos. 243 & 244 (Old Holding No.577 & 578)**.

Devolution of Title of the Property of “APLOMB CONSTRUCTIONS PRIVATE LIMITED” :

ANDWHEREAS On the other hand, the aforesaid APLOMB CONSTRUCTIONS PRIVATE LIMITED, another Owner herein, had purchased ALL THAT piece and parcel of shali and Bastu land measuring about **638.81 Decimal** (i.e. **6.3881 Acre**) more or less, by virtue of several Deeds of Conveyance, executed and registered in the concerned offices, details of which are shown in a Chart herein below and recorded in Book No.-I, such as-

Registration Offices	Deed No.	Year	C.D. Volume No.	Page Nos.	R.S.& L.R. Dag Nos	Khatian Nos.	Area of Purchased Land (In Decimal)
D.S.R.-IV, Alipore	4388	2014	25	812-832	76	R.S.- 344,93 L.R.- 634,530,578,798	11.50
A.D.S.R.- Baruiipur	7656	2016	1611-2016	142694-142713	83		6.00
D.S.R.-IV, Alipore	4388	2014	25	952-976	84	R.S.- 344,93 L.R.- 634,530,578,798	12
D.S.R.-IV, Alipore	8027	2014	46	2794-2817	85	798	6.50
D.S.R.-IV, Alipore	8025	2014	46	2758-2776	86	R.S-59,L.R-328/8	8.3327
A.D.S.R.- Baruiipur	7655	2016	1611-2016	142666-142693		L.R.- 166, 480, 1264 and 1265	11.1107
D.S.R.-IV, Alipore	3208	2017	1604-2017	117666-117697		LR-12 & 166	5.5566
A.D.S.R.- Baruiipur	1312	2015	2	8642-8655	87	R.S-244,L.R-1001	19
D.S.R.-IV, Alipore	4389	2014	25	866-885	88	L.R-798	90
D.S.R.-IV, Alipore	4381	2014	25	735-755			20
D.S.R.-IV, Alipore	4381	2014	25	735-755	89	L.R-798	71
D.S.R.-IV, Alipore	8047	2014	46	3213-3241	92	L.R- 79,250,798,187,5 46	46
D.S.R.-IV, Alipore	8047	2014	46	3213-3241	93	L.R- 79,250,798,187, 546	33
D.S.R.-IV, Alipore	3167	2017	1604-2017	82914-82948	94	1420	5.59
D.S.R.-IV, Alipore	3167	2017	1604-2017	82914-82948	95	1420	5.34

D.S.R.-IV, Alipore	3167	2017	1604-2017	82914-82948	96	795-797, 182	5.33
D.S.R.-IV, Alipore	8027	2014	46	2794-2817	97	798	10.75
A.D.S.R.- Baruipur	9886	2014	19	2065-2079	100	R.S-176,177,L.R.- 126	27
A.D.S.R.- Baruipur	9887	2014	19	2080-2094		R.S-176,177,L.R.- 126	28
D.S.R.-IV, Alipore	4390	2014	25	886-910	144	L.R.-798	24
D.S.R.-IV, Alipore	4390	2014	25	886-910	145	L.R.-382	14
D.S.R.-IV, Alipore	4390	2014	25	886-910	146	R.S-55,L.R- 798,706	17
A.D.S.R.- Baruipur	1786	2015	3	5478-5491	147	R.S-475, L. R-3	1.73
D.S.R.-IV, Alipore	3160	2017	1604-2017	82949-82981		R.S-475, L.R.1420	2.27
D.S.R.-IV, Alipore	3160	2017	1604-2017	82949-82981	147/854	L.R-798	3
D.S.R.-IV, Alipore	4382	2014	25	565-592	148	L.R-798	3
D.S.R.-IV, Alipore	4382	2014	25	565-592	148/855	L.R-798	3
D.S.R.-IV, Alipore	4382	2014	25	565-592	149	L.R-798,382, 969, 852	29.50
D.S.R.-IV, Alipore	3167	2017	1604-2017	82914-82948		1420	9.50
D.S.R.-IV, Alipore	4382	2014	25	565-592	161	L.R-798	30
D.S.R.-IV, Alipore	4390	2014	25	886-910	165	L.R-798	28
A.D.S.R.- Baruipur	06179	2014	CD-12	4943-4956	196	L.R-893	4
D.S.R.-IV, Alipore	8026	2014	46	2777-2793	200	L.R-798,1124, 1125,	20.95
A.D.S.R.- Baruipur	7847	2016	1611-2016	145493-145512		L.R-688	2.67
D.S.R.-IV, Alipore	8030	2014	46	2850-2863	201	L.R-798	24
						<b>Total =</b>	<b>638.81</b>

**ANDWHEREAS** the aforesaid **APLOMB CONSTRUCTIONS PRIVATE LIMITED**, one of the Owners herein, had also purchased **ALL THAT** piece and parcel of shali land measuring about **21.49 Decimal** more or less, out of **123 Decimal**, lying and situated at **Mouza- Dihi Medanmalla**, J.L. No.-34, Touzi No.-250, Pargana- Medanmalla, **R.S. & LR.Dag No. 799.** under **R.S. Khatian No.11/3** and **LR Khatian Nos. 314, 166,**



49 and 261, by Nature – Shali , District Sub-Registrar Office at Alipore, Additional District Sub-Registrar Office- Baruiipur, Police Station -Baruiipur, within the jurisdiction of **Hariharpur Gram Panchayat, Pin Code No. 700144**, in the District of South 24 Paraganas , more fully and particularly described in the **PART-IIB of the FIRST SCHEDULE** hereunder written, by virtue of a **Deed of Conveyance being No. 04188, for the Year 2017**, which was executed and registered on **08-06-2017**, in the office of A.D.S.R.- Baruiipur, South 24 Parganas and it is/was recorded in **Book No.-I. Volume No. 1611-2017, Pages from 67593 to 67622**.

**ANDWHEREAS** thereafter the above-mentioned **APLOMB CONSTRUCTIONS PRIVATE LIMITED**, one of the Owners herein, has mutated its name as the Owners in the records of B.L.& L.R.O- Baruiipur, South 24 Parganas under **L.R. Khatian No. 1426** and the mutated area is **597.97 Decimal** and rest quantum of land will be mutated and converted as required for the said project by the developer at the earliest possible.

**ANDWHEREAS** thereafter for the benefit of the project a few quantum of land in **R.S. & L.R. Dag Nos. 147** was purchased from Land Owner No. (1) herein and a few quantum of land in **R.S. & L.R. Dag Nos. 97** was sold/transferred to the said company, by virtue of a Deed of Conveyance.

**ANDWHEREAS** after the aforesaid transfer, the above-mentioned **APLOMB CONSTRUCTIONS PRIVATE LIMITED**, has become the lawful Owners and possessed of **ALL THAT** piece and parcel of vacant land admeasuring an area of **654.73 Decimal (i.e. 6.5473 Acre)** more or less. lying and situated at **Sultanpur (J.L. No.-16)** and **Dihi Medanmalla Mouza (J.L. No.-34)**, District Sub-Registrar Office at Alipore, Additional District Sub-Registrar Office- Baruiipur, Police Station -Baruiipur, within the jurisdiction of **Hariharpur Gram Panchayat and Mallickpur Gram Panchayat**, in the District of South 24 Paraganas , more fully and particularly described in the **PART-IIC of the FIRST SCHEDULE** hereunder written, which is free from all encumbrances, charges, liens, lispense, demands, claims, hindrances, attachments, debts and dues whatsoever from any corner.

**ANDWHEREAS** the above-mentioned **APLOMB CONSTRUCTIONS PRIVATE LIMITED** also got its name mutated in respect of the said project land partly in the records of Mullickpur Gram Panchayat, South 24 Paragana, which has since been recorded under  **Holding Nos. 244 & 247 (Old Holding Nos. 574 & 575)**.

**Combined Part of the Total Properties of Land Owners herein:**

**AND WHEREAS** thus the aforesaid **Land Owners** have become the lawful joint owners of **ALL THAT** piece and parcel of vacant land admeasuring an area of **1573.19 Decimal (i.e. 15.7319 Acre)** more or less. lying and situated at **Sultanpur (J.L. No.-16)** and **Dihi Medanmalla Mouza (J.L.No.-34)**, District Sub-Registrar Office at Alipore, Additional District Sub-Registrar Office- Baruiipur, Police Station -Baruiipur, within the jurisdiction

of Mallickpur Gram Panchayat and Hariharpur Gram Panchayat , Holding Nos. 244 & 247 and 243 & 244 (Old Holding No. 574 & 575 and 577 & 578), in the District of South 24 Paraganas, morefully described in the Part-III of the First Schedule herein below which is free from all encumbrances, charges, liens, lispensences, demands, claims, hindrances, attachments, debts and dues whatsoever from any corner and since then the First Party have been possessing, enjoying and exercising its rights, title, interest of the said property peacefully without any interruption from any corner, by paying all rent and taxes before the competent authorities and have every right to transfer the same to anybody against valuable consideration.

ANDWHEREAS thereafter the aforesaid plots and part of the plots of land and /or project land, more fully and particularly described in the FIRST SCHEDULE hereunder written, have already been converted from 'Shali' to "Bastu Commercial and/or Housing Complex" from the competent authority.

AND WHEREAS the Land Owners have not received any notice of acquisition or requisition of the property described herein above and below.

ANDWHEREAS neither the aforesaid plots of land nor any part thereof have been attached and/or are liable to be attached due to income Tax, revenue or any other public demand.

AND WHEREAS save and except the said Land Owners mentioned herein above , no other person or persons or company can claim any right title or interest what so ever on the Project Land mentioned in the Part-III of the FIRST SCHEDULE herein below.

AND WHEREAS the Land Owner undertakes and confirms that no suit or proceeding in respect of the Land , mentioned in the FIRST SCHEDULE herein below, is pending i.e. the said land is free from any claim or dispute of any nature what so ever;

AND WHEREAS the present land owners have every right to transfer the same to anybody against valuable consideration prevailing in the market and the Land Owners have absolute right to enter into the Development Agreement with the Developer.

AND WHEREAS accordingly as per **Board Resolutions** passed by the Party of the First Part /Land Owners on 9<sup>th</sup> January, 2023, the Board of Directors of the said company has decided that the development activities on the project land will be done on joint venture basis with a Promoter/Developer .

AND WHEREAS accordingly as per **Board Resolutions** passed by the Party of the Second Part /Promoter on 3<sup>rd</sup> February, 2023, the Board of Directors of the said company has decided that the development activities will be carried with its expertise under own guidance.

AND WHEREAS the Land Owners herein , are desirous of utilizing the said Project Land for gain. So, the Land Owners have approached the Promoter for the same. The Promoter considering the proposal of the Land

Owners, has also agreed to develop the said land into the Residential Building(s) and Row Houses/Bungalow with various modern facilities on joint venture basis at its own expenses and with its expertise, know-how and experience.

AND WHEREAS the Land Owners and the Promoter sat on several meetings and in the meetings it had been decided that Development Agreements and Development Power of Attorney would be executed in respect of the project land mentioned herein before and the Promoter shall construct the Residential Building(s) and Row Houses/Bungalows therein in terms of the “Development Agreement” and “Development Power of Attorney”.

AND WHEREAS the Said Land is earmarked for the purpose of project of Residential Housing Complex which consists of Building(s) and Row Houses/Bungalow, Resident Club, Commercial Areas, with various modern facilities on joint venture basis and the Land Owners and the Promoter have mutually decided and fixed the name of the entire Project as “SQUAREMARK MOHORKOONJO” and these areas may be developed as per the Promoter’s decision in a phased manner as mentioned herein above.

AND WHEREAS the Land Owners herein are in process of acquiring further additional land parcels adjacent and contiguous to the project land and the promoter will develop the said acquired land parcels along with the project land for integrated development. The Promoter shall modify the existing plan and obtain revised plan for the said additional land parcel and consume the additional FAR available for the proposed revision of the sanction plan for horizontal /vertical extension of existing buildings/blocks sanctioned by the concerned authority. The Allottee(s) by signing this Deed of Conveyance has/have consented to the above and shall not raise any objection in future in this regard.

AND WHEREAS being desirous of exploiting the aforesaid plots of land commercially and for gaining profit, and to develop the said premises and/or plots of land into a Residential Cum Commercial Buildings and Row Houses/Bungalows jointly with the Promoter therein, both the Parties (the Land Owners and the Promoter herein and therein) have entered into 2 (Two) nos. of Development Agreements such as (i) Development Agreement No.-1904-03015 , for the Year 2023 which was executed by “SHARDA SONS RESOURCES PRIVATE LIMITED” with the Promoter herein and registered on 15-03-2023, in the office of “D.S.R.-IV, Alipore, South 24 Parganas, West Bengal ” and recorded in Book No.-I ; Volume No.- 1904-2023 ; Pages Nos.- 84886 to 84947 and (ii) Development Agreement No.-1904-03016 , for the Year 2023 which was executed by “APLOMB CONSTRUCTION PRIVATE LIMITED” with the Promoter herein and registered on 15-03-2023, in the office of “D.S.R.-IV, Alipore, South 24 Parganas, West Bengal ” and recorded in Book No.-I ; Volume No.-1904-2023 ; Pages Nos.- 84827 to 84885 .

AND WHEREAS due to various unavoidable problems and urgency of official works, the aforesaid Land Owners mentioned herein above and therein have also executed 2 (Two) nos. of **Development Powers of Attorney such as (i) Development Powers of Attorney being No.- 1604-03098, for the year 2023** which was executed by “SHARDA SONS RESOURCES PRIVATE LIMITED” and registered on 14-03-2023 in the office of the District Sub- Registrar IV, Alipore, South 24 Parganas, West Bengal and recorded in Book No. I, Volume No. 1604-2023, Page Nos. from 84732 to 84759 and (ii) **Development Powers of Attorney being No.- 1604-03097, for the year 2023** which was executed by “APLOMB CONSTRUCTION PRIVATE LIMITED” and registered on 14-03-2023 in the office of the District Sub- Registrar IV, Alipore, South 24 Parganas, West Bengal and recorded in Book No. I, Volume No. 1604-2023, Page Nos. from 84760 to 84792, in favour of the Developer, mentioned herein above, for construction of Residential Cum Commercial Buildings and Row Houses/Bungalows according to the Sanctioned Building Plan.

AND WHEREAS after the execution of the aforesaid Development Agreement, the Land Owners herein, had already handed over the possession of the said property along with all original deeds to the Promoter/Developer.

AND WHEREAS Out of the aforesaid plots of land, the **Promoter** mentioned herein, is at first , developing Phase-wise , part by part, a Residential Housing Complex of Ownership flats on the piece and parcels of vacant land measuring about **131.35 Decimal** more or less, lying and situated in **RS & LR Dag Nos- 133, 141(P), 142(P), 198, Under L.R. Khatian No.- 1420**, by Nature - Bastu Commercial, at **Mouza- Sultanpur, J.L. No.-16**, Revenue Survey No. 47 and 190, Touzi No.250, Pargana- Medanmalla ; District Sub-Registrar Office at Alipore, Additional District Sub-Registrar Office- Baruipur, Police Station - Baruipur, within the jurisdiction of **Mallickpur Gram Panchayat**, being  **Holding Nos. 243 ( Old Holding No.577 )**, in the District of South 24 Parganas, categorically mentioned in the **Part-IV of the First Schedule** written hereunder and hereinafter referred to as the **SAID PLOTS OF LAND** which is/will be called and treated as **“SQUAREMARK MOHORKOONJO ( PHASE-I )”** and it consists of **4(Four) Blocks** such as **Block-1, Block-2, Block-3 and Block-4** respectively as per Sanctioned Plan .

AND WHEREAS as per the terms and conditions agreed & decided in the meetings by and between the Parties in connection with the development of the said project land, at the cost and expenses of the **Promoter /Developer**, the above-mentioned **SHARDA SONS RESOURCES PRIVATE LIMITED** (previously known and identified as **MALINATH TRADING PVT. LTD.**) one of the Owners mentioned herein, had already obtained **Sanction of the Building Plan** from the **South 24 Parganas Zilla Parishad vide Plan No.- 441/571/KMDA, dated-09-08-2016** which was subsequently approved by the **Mallickpur Gram Panchayat**,

vide Approval No.- 117/MGP/16, dated- 11-08-2016, for the construction of the flat/flats. Now it is renewed on 29-11-2022 and valid upto 07-08-2025. The Building Plan consists of flats for residential and/or commercial purposes and provisions for parking cars within the premises. The Promoter/Developer agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable.

AND WHEREAS the Land Owner as well as the Promoter has already registered the Project "SQUAREMARK MOHORKOONJO ( PHASE - I )" under the provisions of the Act with the "Real Estate Regulatory Authority (herein referred to as the RERA)" at Kolkata being Registration No.- ..... issued on .....

AND WHEREAS in accordance with the Sanctioned Building Plan, the Promoter/Developer has completed the construction of the said building(s).

AND WHEREAS the Land Owners as well as the Promoter /Developer have jointly decided to sell the flats/apartments along with the right to use of Car Parking Spaces ( if any) of the project , together with the proportionate share of the project land along with the right to use of common areas and common spaces and utilities & amenities of the said new multi-storied building and/or project to the intending Purchaser(s) for which they have framed the terms and conditions , mentioned herein below.

AND WHEREAS thereafter the Promoter/ Developer herein namely "SQUAREMARK HOMES PVT. LTD." has executed a "General Power of Attorney " which is/was executed and registered on .....-05-2023 in the office of "D.S.R.-IV, Alipore , South 24 Parganas " and recorded in Book-I, Volume No. 1604 - 2023, Pages from ..... to ..... , being Deed No. 16040....., for the Year 2023 . The aforesaid Power of Attorney has/had been executed in favour of one SRI PANCHU GOPAL SARDAR (Income Tax PAN- GCGPS6981G and Aadhaar No. 6608 5503 7136), son of Sri Bhim Chandra Sradar, by faith- Hindu, by occupation- Service, by nationality- Indian, resident of Village- Mestakhali , P.O.- Mestakhali, P.S. - Bishnupur, PIN Code No.-743503, District- South 24 Parganas, therein and herein referred to as the "ATTORNEY", to sell the flats/apartments /Units and car parking spaces and other spaces (if any) of the project "SQUAREMARK MOHORKOONJO ( PHASE - I )".

AND WHEREAS the Promoter /Developer in consultation with the Land Owners herein , framed the terms and conditions for sale of the flats/apartments /Units along with the necessary facilities installed in the new multi-storied building(s) as well as the right to use of Common Areas and Installations of the same .

ANDWHEREAS for their own Allocations , the Land Owners and the Promoter/Developer invited offers separately from the intending Purchaser /Purchasers/Allottees of the said Flats/Apartments/Units along with the proportionate share of land, mentioned in the Part-IV of the FIRST SCHEDULE herein below , along with the right to use of a **Car Parking Space (if any)** on the Ground Floor .

ANDWHEREAS In terms of the said 2 (Two) nos. of “ Development Agreements ”, as aforesaid and to realize the cost of construction of the building, the Promoter and the Land Owners have decided and declared to sell One self-contained **Residential Flat/Apartment, together with a Car Parking Space (Open/Covered)** on the Ground Floor, more fully described in the SECOND SCHEDULE written hereunder and together with the undivided impartible and proportionate share and/or interest in land underneath the building comprised in the SAID PREMISES , more fully described in the Part-IV of the FIRST SCHEDULE hereunder written, together with undivided proportionate share in the common areas and installations of the building, together with all rights of ingress and egress and all easement rights and user rights whatsoever belonging to the said flat/apartment and right to use of car parking space(if any), together with the proportionate share in all doors, windows, fittings, fixtures, walls and the common parts and portions, common rights, facilities, utilities, amenities, Stair Case and Sanitary Tank, etc. together with permanent hereditary and absolute right to use and occupation, together with all right of easements and quasi easements, services and facilities thereof, hereinafter collectively called and referred to as the “SAID FLAT/APARTMENT/UNIT” in the project “SQUAREMARK MOHORKOONJO ( PHASE-I)” for a consideration as mentioned in Part-I of the FOURTH SCHEDULE including all mandatory costs but excluding applicable taxes and G.S.T. which is the highest price of the said flat/apartment/unit as prevailing in the market but subject to the stipulations covenants terms and conditions as stated hereunder .

ANDWHEREAS the Purchasers herein on coming to know such intention of the Vendors (the Land Owners and the Promoter) and after being satisfied with all the papers and documents relating to the title of said flat/Apartment along with a Car Parking Space, have approached the Promoter and agreed to purchase One self-contained **Residential Flat/apartment, together with a Car Parking Space(if any) (Open/Covered)** on the Ground Floor, more fully described in the SECOND SCHEDULE written hereunder and together with the undivided impartible and proportionate share and/or interest in land underneath the building comprised in the SAID PREMISES , more fully described in the Part-IV of the FIRST SCHEDULE hereunder written, together with undivided proportionate share in the common areas and installations of the building, together with all rights of ingress and egress and all easement rights and user rights whatsoever belonging to the said flat and car parking space, together with the proportionate share in all doors, windows, fittings, fixtures, walls and the

common parts and portions, common rights, facilities, utilities, amenities, Stair Case and Sanitary Tank, etc. together with permanent hereditary and absolute right to use and occupation, together with all right of easements and quasi easements, services and facilities thereof, hereinafter collectively called and referred to as the "SAID FLAT/ APARTMENT / UNIT" in the project "SQUAREMARK MOHORKOONJO (PHASE-I)" and the Promoter/Developer with the consent and concurrence of the Land Owners, has agreed to sell the same to the Purchasers/Allottees for a consideration as mentioned in Part-I of the FOURTH SCHEDULE , including all mandatory costs but excluding applicable taxes and G.S.T. which is the highest price of the said flat as prevailing in the market but subject to the stipulations covenants terms and conditions as stated hereunder.

ANDWHEREAS accordingly by virtue of the "Agreement for Sale" , dated-....., the Vendor/ Developer/Promoter has allotted One self-contained residential Flat /Apartment , fully mentioned in the Part-I of SECOND SCHEDULE written hereunder , together a Car Parking Space(if any) fully mentioned in the Part-II of SECOND SCHEDULE written hereunder , TOGETHER with the right to use of the variable proportionate undivided indivisible impartible share and/or interest of the Common Areas and common spaces of the said project "SQUAREMARK MOHORKOONJO ( PHASE-I )" and together with undivided proportionate impartible variable share in the land which is morefully described in Part-IV of FIRST SCHEDULE written hereunder , hereinafter collectively referred to as the "SAID UNIT", which is free from all encumbrance, charges, liens, lispendences, attachments acquisitions and all other liabilities whatsoever at or the price which is fully mentioned in the Part-I of FOURTH SCHEDULE written hereunder .

AND WHEREAS the Land Owners, Developer/Promoter and Allottee (s) shall hereinafter collectively be called and referred to as the "**Parties**" and individually as a "**Party**".

AND WHEREAS the following terms and expressions in these presents have the respective meanings assigned to them herein below, unless the same is contrary or repugnant to the subject or context:-

DEFINITIONS :

- 1) ACT means Real Estate (Regulation & Development) Act, 2016 as amended from time to time.
- 2) AGREEMENT FOR SALE" means an agreement made amongst the Land Owners, the Promoter and the Allottee(s)/Purchaser(s), dated.....
- 3) PROJECT shall mean the work of development undertaken by the Developer/Promoter from inception till the development of the PROJRCT LAND , mentioned in the Part – III of the FIRST SCHEDULE herein below , is completed, possession of the completed units is taken over by the Unit Owner(s) or intimated to the allottee/ s and the Deeds of Conveyance are executed and registered in favour of the Unit Owner(s) and

possession of the completed flats/units be made over to the Unit Owner(s) and the name of the Project has been fixed by the Developer as **"SQUAREMARK MOHORKOONJO"**.

**"SQUAREMARK MOHORKOONJO"** is being promoted/ developed on joint venture basis and is completed with essential facilities within itself. **"SQUAREMARK MOHORKOONJO"** is a residential project and is being promoted by the Developer **"SQUAREMARK HOMES PVT. LTD."** herein on joint venture basis. The entire project will be developed in **5(Five)** Phases such as Phase-I, Phase-II, Phase-III, Phase-IV and Phase-V and each of the Phases will be completed within a certain period as mentioned in Development Agreement, mentioned herein below.

**4) "PROJECT LAND"** shall mean **ALL THAT** piece and parcel of vacant land admeasuring an area of **1573.19 Decimal (i.e. 15.7319 Acre)** more or less, in various plots of land under different khatians, lying and situated at **Sultanpur (J.L. No.-16)** and **Dihl Medanmalla Mouza (J.L. No.-34)**, District Sub-Registrar Office at Alipore, Additional District Sub-Registrar Office- Baruipur, Police Station -Baruipur, within the jurisdiction of **Mallickpur Gram Panchayat and Hariharpur Gram Panchayat, Holding Nos. 244 & 247 and 243 & 244 (Old Holding No. 574 & 575 and 577 & 578)**, in the District of South 24 Paraganas, more fully and particularly described in the **Part - III** of the **FIRST SCHEDULE** herein below which is free from all encumbrances, charges, liens, lispendense, demands, claims, hindrances, attachments, debts and dues whatsoever from any corner.

**5) TOTAL AGREED CONSIDERATION** shall mean the consideration mentioned in **Part-I** of the **FOURTH SCHEDULE** hereto payable by the Allottees/Purchasers to the Vendor for acquiring the said Flat /Unit along with a **Open/Covered Car Parking Space/Garage** on the ground floor (if any).

**6) PLAN/PLANS** shall mean the plan/plans of the Buildings which has/have been sanctioned by the South 24 Parganas Zilla Parisad vide **Sanctioned Building Plan No.-441/571/KMDA,dated-09-08-2016** which was subsequently approved by the **Mallickpur Gram Panchayat, vide Approval No.- 117/MGP/16, dated- 11-08-2016 and renewed on 29-11-2022 and valid upto 07-08-2025** and shall also, wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architect(s) including variations/modifications therein, if any, as well as all revisions, renewals and vertical extensions as well as extensions of validity and time of the aforesaid Plans, if any.

**7) "BUILDINGS"** shall mean the Residential and Commercial multi-storied building or buildings and/or Row Houses/Bungalows to be constructed by the Developer herein upon the Said Land mentioned herein above with the maximum Floor Ratio [FAR] available or permissible under the Rules and Regulations of the Concerned Authority Concerned Authority (i.e. Mallickpur Gram Panchayat, Hariharpur Gram Panchayat, Panchayat Samity & Zilla Parishad of South 24 Parganas and from any other authorities if required) for the



time being prevailing in accordance with the Building Plan or Plans to be sanctioned by the Concerned Authority at the cost of Promoter.

**8) “COMMON AREAS, INSTALLATIONS AND FACILITIES”** shall mean such common areas, facilities and installations in the Buildings and the said Premises, like stairways, landings, corridors, hallways, driveways, lawns, open spaces, common lavatories/ toilets,, lobbies, lifts, lift shafts, passages, boundary walls, the Common Roof Area and Common open terrace therein, underground water reservoir, overhead water tank, water pump with motor and common electrical and plumbing installations, generator room, fire safety work stations, electrical sub-station, tube well, drains, sewers and other spaces and facilities/utilities whatsoever required for the establishment, allocation, enjoyment, provision, maintenance and/or management of common facilities of the Building/Buildings, as may be decided or provided by the Developer time to time for common use of the Transferees of the Transferable Areas at the Building(s) in common with the Owners and the Developer and the persons permitted by them and in such manner and to such extent as the Developer may deem fit and proper which has been specifically described in the **THIRD SCHEDULE** hereunder written.

**9) PURCHASER(S) OR TRANSFEREE(S)** shall mean and include all persons, firm, limited company, association etc. to whom any Transferable/Saleable Area in the building is/are transferred or sold or agreed to be done so by the Owner as well as the Developer .

**10) “ARCHITECT”** shall mean any person or company registered as an architect under the provisions of the Architects Act, 1972 who is appointed by the Promoter as per its choice from time to time as the Architect for the building or buildings to be constructed upon their Project Land , mentioned in the **Part-III of the FIRST SCHEDULE** herein below.

**11) “ROWHOUSES /BUNGALOWS”** shall mean the Residential Houses and/or building or buildings to be constructed upon the Said Project Land mentioned herein above with the maximum Floor Ratio [FAR] available or permissible under the Rules and Regulations of the Concerned Authority (i.e. **Mallickpur Gram Panchayat, Hariharpur Gram Panchayat, Panchayat Samity & Zilla Parishad of South 24 Parganas** and from any other authorities if required ) for the time being prevailing as per the plan or plans to be sanctioned by the Concerned Authority.

**12) “OWNER’S ALLOCATION”** shall mean **29 % (Twenty Nine Percent)** share in the Transferable Areas/ Constructed Areas in the building(s)/flats /apartments /Row Houses /Bungalows together with undivided and impartible proportionate share of the land under the said building(s) including all rights easements, common facilities and amenities annexed to the Project “**SQUAREMARK MOHORKOONJO**”

and in accordance with the express terms and conditions hereof as mentioned in the Agreement for Development, dated **15-03-2023**.

**13) “DEVELOPER’S ALLOCATION”** shall mean the **71 % ( Seventy One Percent)** share in the Transferable Areas / Constructed Areas in the building(s)/flats/apartments/ Row Houses/Bungalows together with undivided and impartible proportionate share of the land under the said building(s) including all rights easements, common facilities and amenities annexed to the Project **“SQUAREMARK MOHORKOONJO”** and in accordance with the express terms and conditions hereof as mentioned in the Agreement for Development, dated **15-03-2023**.

**14) AREA:**

a. **CARPET AREA** shall mean the net useable area of the unit including the area covered by the internal partition walls of the unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/verandah/open terrace area. Carpet Area is calculated prior to application of any finishes (i.e. on bare shell basis). Carpet area is subject to tolerance of +/-3% (Three percent) on account of structural, design and construction variances. In case of any dispute on the measurement of carpet area, the same shall be physically measured after removing all finishes that have been applied/fitted and all cost related to removal and refitting of such finishes shall be borne by the party which raises the dispute in relation to the measurement of carpet area.

b. **BUILT-UP AREA** shall mean the entire built-up area as sanctioned by the **KMC** as per approval of its Other Authorities, from time to time and shall include the plinth area of the units, including the plinth area of the bathrooms, balconies and terraces, if any, appurtenant thereto and also the thickness of the wall (external or internal) and pillars and the areas of the Common Portions.

c. **SALEABLE AREA /SUPER BUILT UP AREA** of the said Unit shall mean the carpet area along with the area covered by the internal partition walls and external walls of the unit, exclusive balcony/verandah/open terrace area of the said Apartment/unit Unit along with the proportionate share in the Common Portions and such area shall be applicable for the purpose of calculation of the liabilities of the Allottee including for taxes, maintenance charges, deposits etc. So, it is called as “Maintenance Calculation Area”.

**15) ASSOCIATION** shall mean the Association, Committee, Body, Society which would comprise the Owner/Vendor initially and thereafter the representatives of all the buyers/allottees of Flat/Unit and be formed or incorporated at the instance of the Owners/Vendors for the Common Purposes with such rules and regulations as shall be framed by it.

**16) SINKING FUND** shall mean the Fund comprising of the amounts to be paid / deposited and/or contributed by each Unit Owner, including the Purchasers herein, towards sinking fund which shall be held by the Association/Maintenance Agency on account of maintenance expenses.

**17) DATE OF POSSESSION** shall mean the date on which the Allottees/Purchasers take actual physical possession of the said Flat along with Car Parking Space (if any) after discharging all their liabilities and obligations.

**18) COMMITTED POSSESSION DATE** shall mean the estimated date of making the said apartment ready for the purpose of delivery for possession on or before **30<sup>th</sup> June, 2026** . The aforesaid date shall also be subject to force majeure.

**19) DEEMED POSSESSION DATE** shall mean the date falling next after the expiry of **45(forty five)** days from the date of intimation to the Allottee for taking possession of the apartment in accordance with the terms of this Agreement.

**20) READY TO MOVE IN POSSESSION** shall mean that the apartment shall be in a habitable condition which is complete in all respects;

**21) PROVISION OF SERVICES** shall mean commercial activities whereby a party (hereinafter referred to as the service provider such as Promoter and/or Maintenance Agency/Association upon its formation ) is obliged to provide a service to another party (hereinafter referred to as the Allottee )and receive payment; the service-using party (hereinafter referred to as the customer) is obliged to pay to the service provider and use the service .

**22) WORKMANSHIP** shall mean the skill with which something is made and which affects the appearance and quality of the finished object. The workmanship may be good /poor/ shoddy. The project is still unfinished due to shoddy workmanship and poor planning. The problem may be due to poor workmanship.

**23) ACCESSORIES** shall mean a thing/object/device which is not essential in itself but can be added to something else in order to make it more useful, versatile, or attractive.

**24) LOCAL AUTHORITY**" means the **Mallickpur Gram Panchayat, Hariharpur Gram Panchayat, Panchayat Samity & Zilla Parishad of South 24 Parganas** or any other Local Body constituted under any law for the time being in force for providing municipal services or basic services, as the case may be, in respect of areas under its jurisdiction;

**25) SAID UNIT** shall mean the Flat together with Undivided proportionate share of land underneath the building, along with the Car Parking Space/Garage (if any) and the right to use of Common Portions including common roof area as described in the the **SECOND SCHEDULE** herein below.

**26)** "PARKING SPACES" shall mean car parking spaces/garage and/or ordinary spaces in the ground floor of the Building as also in the open spaces surrounding the Building that may be earmarked by the Developer as right to park of car(s) and/or two wheeler(s), if any, described in Part-II of the Second Schedule hereto,

**27)** COMMON ROOF AREA shall mean ultimate roof of each of the multi-storied buildings as may be decided and demarcated by the Promoter at any time prior to handing over possession of the said Apartment/ Unit which is one of the common amenities and facilities .

**28)** "FORCE MAJEURE " shall include all the events like Fire, Earthquake, storm, lightning, flood, riots, civil commotion, Court Orders and disturbances, insurgency, enemy action or war or such other unforeseen natural calamities or any injunctions/orders of any Government, Local Authority, statutory authorities and other concerned authorities and persons restraining the development works thereof or any part thereof or any other reason beyond the control of the Developer.

**29)** SAID UNDIVIDED SHARE shall mean the proportionate variable, undivided, indivisible, and impartial share in the land comprised in the Premises which is attributable to the said Flat.

**30)** "COMPLETION CERTIFICATE OR OCCUPANCY CERTIFICATE " means the completion certificate or occupancy certificate or such other certificate by whatever name called, issued by the **Mallickpur Gram Panchayat or Hariharpur Gram Panchayat or Panchayat Samity or Zilla Parishad of South 24 Parganas** certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws.

**31)** ADVOCATE shall mean **SHEK ATAUR RAHAMAN**, Advocate of Alipore Judges Court, Kolkata, residing at 34, Sodepur Brick Field Road, P.O. +P.S.-Haridevpur, Kolkata-700082, who have been appointed by the Parties and have prepared this Agreement for Sale and who shall prepare all legal documentation regarding the development, construction, sale and transfer of the Premises, the Buildings and the Flat Units therein, including the Deeds of Conveyance;

**32)** APPROPRIATE GOVERNMENT means the State Government;

**33)** RULES mean the West Bengal **Real Estate (Regulation & Development) Rules, 2022**, as amended from time to time, made under the **Real Estate (Regulation & Development) Act, 2016**;

**34)** REGULATIONS mean the Regulations made under the **West Bengal Housing Industry Regulation Act, 2017**, as amended from time to time;

**35)** WORDS AND EXPRESSIONS used herein and not defined in the Act or Rules or Regulations, but defined in any other applicable law for the time being in force, shall have the meaning assigned to them respectively in those laws.

**36)** SECTION means a section of the Act.

- 37) MASCULINE GENDER shall include the **feminine** and **neuter** gender and vice versa;
- 38) SINGULAR NUMBER shall include the **plural** and vice versa.

NOW THIS DEED WITNESSETH as follows :-

That in pursuance of the said "Agreement for Sale", dated ~ \_\_\_\_\_ made amongst the Parties and the total consideration for the SAID UNIT has been fixed and agreed at the price, mentioned in the FOURTH SCHEDULE herein below and the Purchaser(s) has/have paid the same unto the Vendors/Land Owners herein as mutually settled by them being full consideration money of the SAID UNIT, simultaneously with the execution of these presents (the receipts whereof the Vendors/Land Owners herein) doth hereby admits and acknowledges as hereunder mentioned in Memo of Consideration) the Vendors as the Land Owner doth hereby indefeasibly grant, convey, sell, transfer, assign and assure unto and to the said Purchasers herein, free from all encumbrances ALL THAT One self-contained residential Flat/Apartment and/or Unit, TOGETHER with the right to use and enjoy the pro rata share in the common areas, amenities and facilities of the project with the other Allottees/Unit Owners, hereinafter collectively referred to as the "COMMON AREAS, INSTALLATIONS AND FACILITIES", more fully mentioned and described in the THIRD SCHEDULE hereto and together with undivided proportionate impartible variable share in the land which is morefully described in the Part-IV of the FIRST SCHEDULE written hereunder, all hereinafter collectively called and referred to as the "SAID FLAT/APARTMENT", morefully mentioned in the Part-I of SECOND SCHEDULE written hereunder, TOGETHER with the exclusive right to use of a Car Parking Space on the Ground Floor morefully mentioned in the Part-II of SECOND SCHEDULE written hereunder, Together with all rights of ingress and egress and all easement rights and user rights whatsoever belonging to the said Flat/Apartment and Car Parking Space, together with all right of easements and quasi easements, services and facilities thereof, all hereinafter jointly/collectively called and referred to as the "SAID UNIT", in the Project "SQUAREMARK MOHORKOONJO (PHASE -I)" demarcated in annexed site Plan or Map, bordered with Red Colour AND ALL rights, title, interest, possession, profits, claim, demands whatsoever of the Land Owners and the Vendor herein into or upon the said flat and car parking space (if any allotted) with every part thereof hereby sold, conveyed, transferred to the Purchaser(s) herein including their heirs, executors, administrators and assigns absolutely and forever. That the Land Owner/Vendor herein doth hereby covenant with the Purchaser(s) herein that notwithstanding any acts, deeds, hereto before done, executed or knowingly suffered to the contrary the Land Owners / Vendor herein is now lawfully seized and possessed of the said flat, free from all encumbrances, attachments, charges and defeats whatsoever and there is no suit or dispute or case pending in any Court in respect of the said flat and car parking space as well as in respect of the said premises and the Land

Owners/Vendors herein has/have full power and absolute authority to sell or transfer the said flat and car parking space in any manner aforesaid with the confirmation of the Vendors herein that the Purchasers herein shall hereafter peaceably and quietly hold, possess and enjoy the said flat and car parking space as its absolute owner and possessor with absolute right to sell, transfer, gift, mortgage, lease, convey, whatsoever as its absolute owner and possessor. That the Land Owners/Vendors herein doth hereby covenant with the Purchaser(s) herein to save the said flat and car parking space harmless and shall at all times hereafter indemnify and keep indemnified the Purchaser/Allottee(s) herein from or against all encumbrances, losses, damages, charges whatsoever. That the Land Owners/Vendor herein shall at the request and at the cost of the Purchaser/Allottee (s) herein do or execute or cause to be done or executed all such lawful acts, deeds whatsoever for further and more perfectly conveying and assuring the said flat and car parking space and every part thereof in the manner aforesaid according to the true intent and meaning of this Deed. That the Purchaser(s) herein shall be at liberty to enjoy all rights of ingress and egress and to enjoy all easement rights over and through and to and from adjacent common passage and road. That the Land Owners/Vendor herein shall from time to time and at all times hereafter, upon every reasonable request and at the costs of the Purchaser(s) herein produce or to cause to be produced to the Purchaser/Allottee (s) herein at any trial, hearings, commissions, examinations or otherwise as occasions shall require all or any of the deeds, documents, relating to the said flat and car parking space (if any allotted) hereby sold, conveyed and transferred to the herein.

**IT IS HEREBY AGREED & DECLARED BY AND BETWEEN THE LAND OWNERS/PROMOTER / VENDORS AND THE PURCHASER** as follows:-

1. That the Purchaser(s) shall be entitled to make sale, gift, mortgage, lease, convey or otherwise alienate the said Flat/Unit and car parking space to any person or persons without any consent of the Vendors and the Promoter or any other owner or owners of the said building.
2. That the Purchaser' undivided right, title, interest, possession in the soil of the said premises, morefully mentioned in the **FIRST SCHEDULE** hereunder written, shall remain joint for all times the other Co-owners of the said building at the said premises.
3. That the Purchaser(s) herein will not liable to pay any amount including penalty or interest to be paid before the Mallickpur Gram Panchayat and South 24 Parganas Zilla Parishad in respect of the said flat and car parking space (if any) for the period upto the date of execution of these presents.
4. That the Purchaser(s) shall have all rights to mutate their name as owners and possessors in respect of the said flat and car parking space in the concerned authority and in the records of any other authorities, in that event the Vendor s/ Land Owners shall give their consent or approval in writing for the purpose of such mutation and separate assessment, whenever shall be required by the Purchaser.
5. That the Purchaser(s) shall be liable to pay taxes directly to the Mallickpur Gram Panchayat or

to any other authorities, in respect of the said flat and car parking space ( if any allotted) hereby sold and transferred to the towards payment of Owners' share and Occupiers' share of Rates, Taxes, land Revenues and other outgoing charges payable for the said flat and car parking space(if any allotted).

6. That the Purchaser(s) shall pay the aforesaid charges, rates, taxes, land revenues and other outgoing charges as levied on the said flat and car parking space( if any) on and from the date of execution of this Deed.

7. That the Purchaser(s) shall has/have full and absolute rights in common with the other Co-owners of the said building in respect of proportionate share of common rights, common facilities and common amenities belonging to the said building , morefully described in the THIRD SCHEDULE hereunder written and the said premises, morefully described in the Part-IV of the FIRST SCHEDULE hereunder written together with the right of the common use of the roof of the said building at the said premises.

8. That the Purchaser(s) shall has/have all right to take connection of electric, telephone, gas, water pipe, cable connection, internet connection etc. at the said flat in the names of the Purchaser(s) at the Purchasers' own cost through the common portions and spaces of the said building as well as the said premises.

9. That the Purchaser(s) shall have all rights of the common spaces of the said premises for repairing, whitewashing, maintenance, painting, decorating, plastering, constructions, in respect of the said flat.

10. That all expenses for maintenance, repairing in respect of the common parts of the said building including all common areas and common installations of the said building shall be proportionately borne by the Purchaser(s) with the other Co-owners of the said building, described in the FIFTH SCHEDULE hereunder.

11. That all expenses for running and operation of all common machineries, equipments and other installations, including all costs of maintenance, repairing, shall be borne by the Purchasers proportionately with the other Co-owners of the said building.

12. That the Purchase(r) has/have common right, title and interest of the roof situated at the top of the said building at the said premises and the Purchaser(s) shall has right to use and occupy the said roof without any hindrance, obstruction and encumbrances commonly with the other flat owners of the said building.

13. That one Association and/or Society may be formed between the Flat Owners of the said building at the said premises having one representative or nominated person from each flat.

14. That after formation of the said Association and/or Society, the said body will be liable for the running maintenance, repairs, replacement, installations etc. of the said building as well as said premises

out of their own fund which will be raised from the flat owners of the said building by the Association and/or Society.

**THE LAND OWNERS / PROMOTER/ VENDORS HEREIN DOTH HEREBY COVENANT WITH THE PURCHASER(S) as follows :-**

- i) **THAT** the said flat including the said premises is free from all encumbrances, charges and liens and the Land Owners/Vendors herein have got free clear and marketable title therein and save and except the Land Owners/Vendor, no other person has any right, title and interest over the said flat and car parking space ( if any) and/or any part thereof to transfer and convey the same to the Purchaser(s) herein.
- ii) **THAT** the said flat including the said premises or its any part thereto is not subject to any acquisition or requisition proceedings and the Land Owners/Vendors herein have no knowledge of and have not received any such notice from any authority or authorities that effect.
- iii) **THAT** the said premises or any parts thereof are not affected under Urban Land (Ceiling & Regulation) Act, 1976.
- iv) **THAT** no suit or proceedings of whatsoever nature is pending in any court of law in respect of the said flat and car parking space ( if any) including the said premises or any part thereof.
- v) **THAT** the said land or the said premises or any parts thereof and the said flat and car parking space or any parts thereto are not charged and/or mortgaged with any bodies, banks, any financial institutions etc. by the Land Owners/Promoter/Vendors herein.
- vi) **THAT** the Land Owner/Vendor herein admits and confirms that they shall compensate the Allottee in case of any loss caused to him due to defective title of the land on which the Project is being developed or has been developed, in the manner as provided under applicable laws and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.
- vii) **THAT** the Land Owners/Promoter/Vendors herein of this Deed herein has confirmed in order to convey a good and marketable title of the said flat and car parking space mentioned in the **Second Schedule** in favour of the Purchaser(s) and he/it shall not claim or demand over the said flat and car parking space ( if any) or any part thereto.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**PART-I**

**(DESCRIPTION OF TOTAL LAND OF SHARDA SONS RESOURCES PVT.LTD.)**



**ALL THAT** piece and parcel of Shali and Bastu Commercial land measuring about **918.46 Decimal** ( i.e. **9.1846 Acre**) more or less in **RS & LR Dag Nos. 93, 94, 95, 96, 97,98, 99, 101, 111, 133,134, 135, 137, 138, 139, 140, 141, 142, 142/827, 143, 194, 195, 196, 198, 202 and 205** under **L.R. Khatian Nos- 1420, 1426,2121, 2146 and 800**, lying and situated at **Mouza- Sultanpur, J.L. No.-16, Revenue Survey No. 47 and 190, Touzi No.250, Pargana- Medanmalla**, comprised in the following **RS.& LR Dag Nos and L.R. Khatian Nos -**

<b>R.S.&amp; L.R. Dag Nos.</b>	<b>L.R. Khatian Nos.</b>	<b>Nature of Land</b>	<b>Total Area in Dag (In Dec.)</b>	<b>Own Area (In Dec.)</b>	<b>Mutated Area (In Dec.)</b>	<b>Area of Project Land ( In Dec. )</b>
<b>93</b>	1420	Housing Complex	53	20.40	20	20.40
<b>94</b>	1420	Bastu Commercial	49	43.41	43.41	43.41
<b>95</b>	1420	Bastu Commercial	39	33.66	33.66	33.66
<b>96</b>	1420	Shali	13	7.67	7.67	7.67
<b>97</b>	1420	Housing Complex	19	8.25	8.25	8.25
	1426	Bastu Commercial		5.57	5.57	5.57
<b>98</b>	1420	Housing Complex	28	28	28	28
<b>99</b>	1420	Housing Complex	28	28	28	28
<b>101</b>	1420	Housing Complex	53	53	53	53
<b>111</b>	1420	Shali	23	23	23	23
<b>133</b>	1420	Bastu Commercial	110	110	110	110
<b>134</b>	1420	Shali	73	73	73	73
<b>135</b>	1420	Housing Complex	21	21	21	21
<b>137</b>	1420	Housing Complex	34	34	34	34
<b>138</b>	1420	Housing Complex	19	19	19	19
<b>139</b>	1420	Shali	20	20	20	20
<b>140</b>	1420	Bastu Commercial	26	26	26	26
<b>141</b>	1420	Bastu Commercial	36	36	36	36
<b>142</b>	1420	Bastu Commercial	60	60	60	60
<b>142/827</b>	1420	Shali	40	40	40	40
<b>143</b>	1420	Bastu Commercial	99	99	99	99
<b>194</b>	1420	Bastu Commercial	30	30	30	30
<b>195</b>	1420	Bastu Commercial	17	17	17	17
<b>196</b>	1420	Bastu Commercial	11	7	6.40	7
<b>198</b>	1420	Bastu Commercial	7	7	7	7

202	1420	Bastu Commercial	77	62	62	62
205	2121	Shali	40	1.624	1.624	1.624
	2146			3.248	3.248	3.248
	800			1.628	0	1.628
		<b>Total =</b>	<b>1025</b>	<b>918.46</b>	<b>916.97</b>	<b>918.46</b>

District Sub-Registration Office at Alipore, Additional District Sub-Registration Office- Baruipur, Police Station - Baruipur, within the jurisdiction of **Mallickpur Gram Panchaya, Holding Nos. 243 & 244 (Old Holding Nos. 577 & 578), Pin Code No. 700145**, in the District of South 24 Paraganas.

## PART-II

### (DESCRIPTION OF TOTAL LAND OF APLOMB CONSTRUCTION PVT.LTD.)

#### PART-IIA

#### (TOTAL LAND AT SULTANPUR MOUZA)

ALL THAT piece and parcel of land measuring about **633.24 Decimal** ( i.e. **6.3324 Acre**) more or less in **RS & LR Dag Nos- 76, 83, 84, 85, 86, 87, 88, 89, 92, 93, 94, 95, 96, 97, 100, 144, 145, 146, 147, 147/854, 148, 148/855, 149, 161, 165, 196, 200 and 201 Under L.R. Khatian Nos.- 3, 688, 798, 1420, 1426, 1506, 1507, 1512, 1513, 1514**, by Nature- **Bastu Commercial** and **Shali**, lying and situated at **Mouza- Sultanpur, J.L. No.-16**, Revenue Survey No. 47 and 190, Touzi No.250, Pargana- Medanmalla , comprised in the following **RS.& LR Dag Nos and L.R. Khatian Nos -**

<b>R.S. &amp; L.R. Dag Nos.</b>	<b>L.R. Khatian Nos.</b>	<b>Nature of Land</b>	<b>Total Area (In Dec.)</b>	<b>Own Area (In Dec.)</b>	<b>Mutated Area (In Dec.)</b>	<b>Area of Project Land ( In Dec. )</b>
76	1426	Bastu Commercial	143	11.5	11.5	11.5
83	1426	Shali	18	6	6	6
84	1426	Bastu Commercial	14	12	11.25	12
85	1426	Bastu Commercial	13	6.5	6.5	6.5
86	1426	Bastu Commercial	25	8.3327	8.33	8.3327
	12	Shali		4.1675	0	4.1675
	166	Shali		4.1673	0	4.1673
	480	Shali		4.1650	0	4.1650
	1264	Shali		2.0825	0	2.0825
	1265	Shali		2.0850	0	2.0850
87	1426	Shali	38	19	19	19
88	1426	Bastu Commercial	110	110	110	110

89	1426	Bastu Commercial	71	71	71	71
92	1426	Bastu Commercial	46	46	46	46
93	1426	Bastu Commercial	53	33	33	33
94	1426	Bastu Commercial	49	5.59	5.59	5.59
95	1426	Bastu Commercial	39	5.34	5.34	5.34
96	1426	Shali	13	5.33	5.33	5.33
97	1426	Bastu Commercial	19	5.18	5.18	5.18
100	1426	Bastu Commercial	55	55	55	55
144	1426	Bastu Commercial	27	24	24	24
145	1426	Bastu Commercial	26	14	9	14
146	1426	Bastu Commercial	17	17	14	17
147	3	Shali	4	1.73	0	1.73
	1420			2.27	0	2.27
147/854	798	Shali	3	3	0	3
148	1426	Bastu Commercial	3	3	3	3
148/855	1426	Bastu Commercial	3	3	3	3
149	1426	Bastu Commercial	39	39	39	39
161	1426	Bastu Commercial	30	30	30	30
165	1426	Bastu Commercial	56	28	28	28
196	1426	Bastu Commercial	11	4	4	4
200	1426	Shali	24	20.95	20.95	20.95
	688			2.67	0	2.67
	1506			0.036	0	0.036
	1507			0.036	0	0.036
	1512			0.036	0	0.036
	1513			0.036	0	0.036
	1514			0.036	0	0.036
201	1426	Bastu Commercial	24	24	24	24
		<b>Total =</b>	<b>973</b>	<b>633.24</b>	<b>597.97</b>	<b>633.24</b>

District Sub-Registration Office at Alipore, Additional District Sub-Registration Office- Baruipur, Police Station - Baruipur, within the jurisdiction of **Mallickpur Gram Panchayat , Holding Nos. 244 & 247(Old Holding No. 574 & 575), Pin Code No. 700145**, in the District of South 24 Paraganas.

**PART-IIB**  
( TOTAL LAND AT DIHI MEDANMALL MOUZA )

**ALL THAT** piece and parcel of vacant land admeasuring an area of **21.49 Decimal** more or less out of **123 decimal**, lying and situated at **Mouza- Dihi Medanmalla**, J.L. No.-34, Touzi No.-250, Pargana- Medanmalla, comprised in the following **R.S.& LR Dag Nos and L.R. Khatian Nos –**

R.S. & L.R. Dag Nos.	Khatian Nos.		Nature of Land	Total Area (In Dec.)	Own Area (In Dec.)	Mutated Area (In Dec.)	Area of Project Land ( In Dec. )
	R.S.	L.R.					
<b>799</b>	<b>11/ 3</b>	<b>49</b>	Shali	<b>123</b>	5.1783	0.00	5.1783
		<b>166</b>			1.8217	0.00	1.8217
		<b>261</b>			7.0000	0.00	7.0000
		<b>314</b>			7.4900	0.00	7.4900
			<b>Total=</b>		<b>21.49</b>	<b>0.00</b>	<b>21.49</b>

District Sub-Registrar Office at Alipore, Additional District Sub-Registrar Office- Baruipur, Police Station - Baruipur, within the jurisdiction of **Hariharpur Gram Panchayat**, Pin Code No. **700144**, in the District of South 24 Paraganas.

**PART-IIC**  
( TOTAL LAND OF APLOMB CONSTRUCTION PVT.LTD. )

**ALL THAT** piece and parcel of vacant land admeasuring an area of **654.73 Decimal (i.e. 65473 Acre)** more or less. lying and situated at **Sultanpur** (J.L. No.-16) and **Dihi Medanmalla Mouza** (J.L. No.-34) , District Sub-Registrar Office at Alipore, Additional District Sub-Registrar Office- Baruipur, Police Station -Baruipur, within the jurisdiction of **Mallickpur Gram Panchayat and Hariharpur Gram Panchayat**, Holding Nos. **244 & 247 (Old Holding No. 574 & 575)**, in the District of South 24 Paraganas.

**PART-III**  
( DESCRIPTION OF ENTIRE PROJECT LAND )

**ALL THAT** piece and parcel of vacant land admeasuring an area of **1573.19 Decimal (i.e. 15.7319 Acre)** more or less. lying and situated at **Sultanpur** (J.L. No.-16) and **Dihi Medanmalla Mouza** (J.L. No.-34) , District Sub-Registrar Office at Alipore, Additional District Sub-Registrar Office- Baruipur, Police Station -Baruipur, within the jurisdiction of **Mallickpur Gram Panchayat and Hariharpur Gram Panchayat**, Holding Nos. **244 & 247 and 243 & 244 (Old Holding No. 574 & 575 and 577 & 578)**, in the District of South 24 Paraganas.

**PART-IV**  
**(DESCRIPTION OF TOTAL LAND OF PHASE-I)**

**ALL THAT** piece and parcel of vacant land measuring about **131.35 Decimal** more or less, lying and situated at **Mouza- Sultanpur**, J.L. No.-16, Revenue Survey No. 47 and 190, Touzi No.250, Pargana- Medanmalla, comprised in the following **L.R Dag Nos and L.R. Khatian Nos**:

<b>L.R. Khatian Nos.</b>	<b>L.R. Dag Nos.</b>	<b>Nature of Land</b>	<b>Total Area in Dag (In Dec.)</b>	<b>Own Area (In Dec.)</b>	<b>Area for Phase-I ( In Dec. )</b>
1420	133	Bastu Commercial	110	110	110
1420	141	Bastu Commercial	36	36	7.86
1420	142	Bastu Commercial	60	60	6.49
1420	198	Bastu Commercial	7	7	7
		<b>Total=</b>	<b>213</b>	<b>213</b>	<b>131.35</b>
		=	<b>2.13 Acre</b>	<b>2.13 Acre</b>	<b>1.3135 Acre</b>

District Sub-Registration Office at Alipore, Additional District Sub-Registration Office at Baruipur, Police Station- Baruipur, within the Limits of **Mallickpur Gram Panchayat**, being **Holding Nos. 243 (Old Holding Nos. 577), Pin Code No. 700145**, in the District of South 24 Paraganas which is butted and bounded as follows :

ON THE NORTH : Land of the Company in R.S & L.R. Dag Nos. 139(P) and 134.

ON THE SOUTH : Land of Others in R.S & L.R. Dag Nos. 199 and 200 and 10 mts. Wide Private Road of the Project on the Land of the Company in R.S & L.R. Dag No. 196.

ON THE EAST : Land of Others in R.S & L.R. Dag Nos. 132, 222 and 223.

ON THE WEST : 10 mts. Wide Private Road of the Project on the Land of the Company in R.S & L.R. Dag Nos. 141(P), 142(P) and 142/827.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**  
**(Description of Saleable Flat/Unit & Car Parking Space)**

**(Developer/Promoter's Allocation)**

**PART-I**  
**(Description of the Sealable Flat /Unit)**

**ALL THAT** One self-contained tiles floor finished residential Flat/Unit being No- \_\_\_\_\_ , on the \_\_\_\_\_ Floor of Block-\_\_\_\_\_ of the multi-storied Building , admeasuring an area of \_\_\_\_\_ Sq. ft. Carpet Area , be the same a little more or less , consisting of \_\_\_\_\_ ( \_\_\_\_\_ ) Bedrooms, 1 (One ) Dining cum Living Room , \_\_\_\_\_ ( \_\_\_\_\_ ) Toilet , \_\_\_\_\_ ( \_\_\_\_\_ ) Kitchen, Together with undivided proportionate impartible variable share in the Project Land , more fully mentioned and described in the **Part-IV of the FIRST**

SCHEDULE herein above and Together with the right to use and enjoy the pro rata share in the common areas, amenities and facilities of the Project with the other Allottees/Unit Owners, hereinafter collectively referred to as the “COMMON AREAS, INSTALLATIONS AND FACILITIES”, more fully mentioned and described in the THIRD SCHEDULE hereto, Together with all rights of easements and quasi easements, services and facilities thereof, all hereinafter collectively called and referred to as the “SAID FLAT/APARTMENT” hereto, morefully mentioned in the Part-I of SECOND SCHEDULE written hereunder, TOGETHER with the exclusive right to use of a ..... ( ..... ) No. of Open/Covered Car Parking Space on the Ground Floor morefully mentioned in the Part-II of SECOND SCHEDULE written hereunder, Together with all rights of ingress and egress and all easement rights and user rights whatsoever belonging to the said Flat/Apartment and Car Parking Space, together with all right of easements and quasi easements, services and facilities thereof, all hereinafter jointly/collectively called and referred to as the “SAID UNIT”, in the Project “SQUAREMARK MOHORKOONJO (PHASE – I)”, demarcated in annexed site Plan or Map, bordered with Red Colour which will be sold by this “Deed of Conveyance” by the above mentioned present Vendors. All the easement rights pertaining to the said land mentioned in the FIRST SCHEDULE hereto and the said building are to be held and enjoyed by the Purchasers herein with the Owners of the other Flats/Units. The details of the Apartment is as follows:

Apartment No.	
Block No.	
Floor No.	
Carpet Area (including Cupboard Area but excluding Balcony & exclusive open terrace if any)	Sq.ft. (more or less)
Built Up Area	Sq.ft. (more or less)
Saleable Area /Super Built Up Area	Sq.ft. (more or less)
Terrace (Built Up Area) (without construction right)	Sq.ft. (more or less)

#### PART-II

#### (Description of the Right to Use of Car Parking Space)

1(One) No. of Covered Dependent Car Parking Space on the Ground Floor of the new Building, known and identified as “SQUAREMARK MOHORKOONJO (PHASE – I)”, for Right to Park of medium size Motor Cars /or Two Wheelers only and the Purchaser/Allottee (s) shall not be entitled to use said

Parking Space for his/her/their other purposes, details of which are as follows:

Sl. No.	Type of Car Parking Spaces	No. of Spaces earmarked
1	OPEN/COVERED	1

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**(COMMON AREAS, INSTALLATIONS AND FACILITIES)**

**(Common Areas divided proportionately amongst the Flat / Unit Owner/s)**

1. Proportionate share of the land comprised in the said Premises attributable to all the residential flats/units in the Project.
2. Stair on all the floors.
3. Stair case and stair landings having lighting, fixtures and fittings.
4. Lifts and its Landing and Lift Machine Room, if any.
5. Lift Space/Lift Shafts.
6. Fire Fighting systems and alarms in the common areas (if any).
7. Common Passages and Lobbies on the ground and the upper floors for egress and ingress.
8. Corridors, Driveways, Lawns, Open Spaces, Common Lavatories/ Toilets (if any) in the Ground Floor.
9. Water Pump with motor and Pump House, Overhead Water Tank, Water Pipes and other plumbing installations, Underground Water Reservoir.
10. Electric Wiring, Meters and space for installation of Electric meter on the ground floor and Electrical Sub-Station, Electric connection, installations and equipments.
11. Water and sewerage evacuation pipes from the flats to the drains, sewers common to the said Building.
12. Boundary walls and gate in respect of the said Premises and all areas or parts of the building required for ingress and egress to and from the respective flats/units including the stair case.
13. Security Ghumty/Room (if any)
14. Generator Room (if any)
15. Ultimate Common Roof Area and Common Open Terrace.
16. Beam, Columns, Girders and supports.
17. Any other facility and area provided for common use.
18. Security system (if any)
19. Such other equipments, installations, fixtures, fittings and spaces in or within the said building comprised within the said premises as are necessary for passing to the user and occupancy of the Units in common portions for the said building and all other covered and/or open area, which excluded properties shall

remain the open area, which excluded properties shall remain the exclusive properties of the seller and owners, right to sell, transfer, let out or dispose of the same.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**(Total Price/Consideration Excluding Taxes)**

Consideration for the said Flat/Apartment, mentioned in the Second Schedule herein above (**Excluding** the amount of all mandatory Costs, Taxes, Documentation Charges and applicable G.S.T.) is Rs. ....../- (Rupees ..... ) only.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

**(Common Expenses)**

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure and common areas, gutters, water pipes for all purposes, drains, electric cables, and wires in under or upon the Said Building/s and enjoyed or used by the apartment/unit-Owner/s in common with each other, main entrance and exit gates, landings and staircases of the said Building/s and enjoyed by the apartment/unit-Owner/s in common as aforesaid and the boundary walls of the said 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 so enjoyed or used by the apartment/unit-Owner/s in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
- 2.
3. **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 and accessories etc.) and also the costs of repairing, renovating and replacing the same including the costs/charges incurred/to be incurred for entering into "Annual Maintenance Contracts" or other periodic maintenance contracts for the same.
4. **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, other emoluments, benefits etc.
5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the said Premises (save those assessed separately in respect of any Apartment).
6. **INSURANCE :** Insurance premium, if Incurred for insurance of the said Building/s and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES:** Expenses for serving / supply of common facilities and utilities and all



charges incidental thereto.

8. **COMMON SECURITY:** Expense for providing Security for the said Building/Said Premises by such Nos. of Security Personals as may be deem fit and proper by Owner/Vendor or Association on its formation.
9. **AMC:** AMC cost of all installations of the faculties/amenities installed in common areas or within the said Premises including Lift, Generator, Fire Fighting System, CCTV, Intercom, etc.
10. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
11. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance in-charge for the common purposes.

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**  
**(Restrictions / House Rules / General Compliances)**

The Purchaser/Allottees(s) or the Unit Owner(s) **SHALL NOT BE** entitled to –

- i. Make any change or alteration affecting the structural strength of the beams, columns, walls etc. and/or structural stability of the Building and/or any internal addition, alteration and/or modification in or about the said unit save after obtaining necessary permission in accordance with the Building Regulations and after complying with the Rules of the Maintenance Agency/ Association .
- ii. Claim any right of preemption or otherwise regarding any of the other Units or any portion of the Building and/or the premises
- iii. Make any claim of any nature whatsoever with regard to the Premises besides the said Unit transferred hereby and the common enjoyment of Common Portions.
- iv. Make any claim of nature whatsoever against any person who has been granted any right by the Owners/Developer in respect of the premises not effecting the rights hereby granted to the Purchaser nor against the Owner/Developer with regard thereto nor shall in any manner obstruct such user and/or enjoyment.
- v. To alienate his/her/their/its Car Parking Space from the unit and will not let out the same to the outsiders. and/or none but the Allottee and its nominee or tenant of the unit/flat/unit will be allowed to park their Cars at their Car Parking Space.
- vi. Not to park or allow anyone to park any car and/or two wheelers at any place other than the space earmarked for parking car(s)and/or two wheelers of the respective Unit Owner/Purchaser/allottee(s);
- vii. Not to use or allow to be used the said flat/ unit for any purpose other than residence;
- viii. Not to raise any question regarding the quantum or apportionment of the expenses mentioned in **Sixth Schedule (Common expenses)** or any other matter or the basis thereof.
- ix. Not to claim any right over and/or in respect of any open land at the said premises or in any open or covered areas of the Building and the premises which is not meant to be a common area or portion as per the Owner/Developer or in any parking spaces other than that mentioned in the **Part-II of Second Schedule.**
- x. Not object to the user of the common area, amenities and facilities (mentioned in the **Third Schedule** ) by the other unit owners.
- xi. Not object to the Developers, its agents and/or assigns having the exclusive right at all times to install or set up and/or permit and/or grants rights to outsider/third parties against payment of consideration/charges to the Developers installing and/or setting up communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas and other communications and satellite systems within the premises or on the roof of the Building after taking necessary legal permission from concerned authority and neither the unit owners(including the purchasers/Allottees)

nor the Association or any other entity shall be entitled to object or to hinder the same in any manner whatsoever.

- xii. Not to hinder, obstruct or object to the Owner/Developer in erecting, installing, displaying and maintaining and/or to permitting and/or granting rights to outsider/third parties to erect, install, display and maintain hoardings, display-signs, neon-signs, lighted displays etc. on the roofs of the building and/or other areas in the building and/or the premises against payment of consideration/charges to the Developers. Any revenue that may be earned, whether one time or recurring, from such hoardings, display-signs, neon-signs, lighted displays etc. shall accrue to the Developers exclusively and the purchaser or the association shall have not any claim regarding the same.

### THE SEVENTH SCHEDULE ABOVE REFERRED TO:

#### (OWNERS'/DEVELOPER'S COVENANTS )

The Land Owners/Developer covenants with the Allottee and admits and accepts that :

- i) **No Creation of Encumbrance:** During the subsistence of this Agreement, subject to its right to obtain project loan as above, the Owners/Developer shall not create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Allottee in respect of the said Flat/unit, subject to the Allottee fulfilling all terms, conditions and obligations of this Agreement. This may however not restrict the Owners/Developer in creating any charge, mortgage, lien over or in respect of any other flat/unit or spaces of the Project in terms of the Act or Rules.
- ii) **Documentation for Loan:** The Owners/Developer shall provide to the Allottee all available documents pertaining to the said Project so that the Allottee, if eligible, may get loan from banks and financial institutions, if required by the Allottee.
- iii) **Nomination by Allottee with Consent:** The Allottee admits and accepts that before the execution and registration of conveyance deed of the said Flat/unit, the Allottee will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions:
- iv) **Allottee to Make Due Payments:** The Allottee shall make payment of all dues, including any interest for delay, to the Owners/Developer in terms of this Agreement, up to the time of nomination.
- v) **Lock-in Period:** The Allottee cannot nominate in favour of any third party before the expiry of a period of 12 (twelve) months from the date of this Agreement.
- vi) **Prior Written Permission and Tripartite Agreement:** In respect of any nomination, the Allottee shall obtain prior permission of the Owners/Developer and the Allottee and the nominee shall be bound to enter into a tripartite agreement with the Owners/Developer and the Allottee.
- vii) **Nomination Fees:** The Allottee shall pay a sum calculated @ Rs.100/- (Rupees One Hundred only) per sq.ft. plus GST/taxes as applicable at the time of such nomination on the chargeable area of the said Flat/unit including the chargeable area of the servant quarter, if any, as and by way of nomination fees to the Owners/Developer. It is clarified that inclusion of a new joint Allottee or change of a joint Allottee shall be treated as a nomination. However nomination fees shall not be payable in case of nomination in favour of parents, spouse, or children of the Allottee. Any additional income tax liability that may become payable by the Owners/Developer due to nomination by the Allottee shall be compensated by the Allottee to the Owner/Developer by paying the agreed compensation equivalent to the income tax

payable on such nomination. Such amount shall be payable by the Allottee on or before nomination. The Allottee admits and accepts that he shall not be entitled to nominate or assign his rights under this Agreement save in the manner indicated above and the Owner/Developer reserves the right to allow/disallow such nomination.

- viii) Future Contingency and Covenant of Allottee:** The Allottee agrees that these terms and conditions for sale and transfer of the said Flat/unit as contained herein, are made in view of the extant laws, rules and regulations governing such sale and transfer and are subject to changes / variations as the Owner/Developer may deem appropriate or as may be directed by appropriate authorities or as may be made by the Owner/Developer keeping in mind any extant / proposed laws, rules and regulations. The Allottee agrees to render all cooperation to the Owner/Developer in this regard, including but not limited to sign and/or execute documents and/or deeds as required by the Owner/Developer or the competent authority as and when called upon by the Owner/Developer without any claim demand demur or protest.

**THE EIGHTH SCHEDULE ABOVE REFERRED TO:**  
**(ALLOTTEE'S COVENANTS & OBLIGATIONS)**

**A. ALLOTTEE'S COVENANTS:**

The Allottee covenants with the Owner/Developer and admits and accepts that :

- i) **Allottee's Covenants:** The Allottee covenants with the Owner/Developer (which expression shall for the purpose of include the Association, wherever applicable) and admits and accepts that:
- ii) **Allottee aware of and satisfied with Common Areas, amenities and facilities and specifications:** The Allottee, upon full satisfaction and with complete knowledge of the Common Areas, amenities, facilities and specifications and all other ancillary matters including the right, title and interest of the Owner/Developer to the Project Land and the Project approvals, is entering into this Agreement. The Allottee has examined and is acquainted with the Project and has agreed that the Allottee shall neither have nor shall claim any right over any portion of the Project save and except the Said Flat/unit. The Allottee further agrees and understands that the Owner/Developer (at its own cost and maintenance) shall at all times hereafter be entitled to put up and display its brand name and logo on the ultimate roof of the said building or at the main entrance of the building or some other conspicuous place in the common area and the Allottee shall not under any circumstances obstruct to such display or object the free movement of the Owner/Developer or its men and agents within the Project premises for accessing such signages and/or display boards.
- iii) **Allottee to mutate and pay rates & taxes:** The Allottee shall pay all fees and charges and cause mutation in the name of the Allottee in the records of Kolkata Municipal Corporation, within 30 (thirty) days from the date of taking conveyance deed of the said Flat/unit (Date Of Conveyance) and pay the rates & taxes (proportionately for the Project and wholly for the said Flat/unit from the date of possession notice and until the said Flat/unit is separately mutated and assessed in favour of the Allottee), on the basis of the bills to be raised by the Owners/Developer/Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the aforesaid bills.

- iv) **Allottee to pay maintenance charge:** The Allottee shall pay maintenance charge on the basis of bills to be raised by the Owners/Developer or Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that (1) the Allottee shall not claim any deduction or abatement in the bills relating to maintenance charge and (2) the maintenance charge shall be subject to variation from time to time, at the sole discretion of the Owner/Developer or Association (upon formation).
- v) **Charge / Lien:** The Owner/Developer shall have first charge and/or lien over the said Flat/unit for all amounts due and payable by the Allottee to the Owners/Developer provided however, if the said Flat/unit is purchased with assistance of a financial institution, then such charge / lien of the Owners/Developer shall stand extinguished on the financial institution provided all dues payable to the Owners/Developer are cleared by the Allottee and/or such financial institution.
- vi) **No right of obstruction by Allottee:** All open areas in the Project proposed to be used for open car parking spaces and as sanctioned by the authorities do not form part of the Common Areas within the meaning of this Agreement. Moreover, the Allottee shall not be entitled to object or hinder the entry to and access of any common areas or portions of the Project Land/unit or any part thereto to any service provider for the purpose of carrying out any repairs / replacement / maintenance / changes / additions / alterations to the services, facilities and amenities provided by them at the Project Land/unit and the Owner/Developers / association (upon formation) shall issue NOC for carrying out their work whenever required by such service provider. Any resultant repair and/or touch-up work required to be carried out pursuant to such repairs / replacement / maintenance / changes / additions / alterations by any service provider, unless the same has been done by such service providers, shall be carried out by the Association at its own cost and the Allottee agrees to bear the proportionate cost thereof.
- vii) **Variable Nature of Land Share and Share In Common Areas:** The Allottee fully understands and accepts that (1) the undivided proportionate share or interest of the Allottee in the said Project Land (for short "the said Land Share") shall be the proportion which the carpet area of the said Flat/unit bears to the total carpet area of all flat/units in the Project, (2) if the chargeable/saleable area of the Project is recomputed by the Owner/Developer or if any additional areas are built as provided under the Act, then and in such event, the Land Share shall vary accordingly and proportionately and the Allottee shall not question any variation (including diminution) therein, (3) the Allottee covenants not to demand any refund of the Total Price paid by the Allottee on the ground of or by reason of any variation of the Land Share, (4) the Land Share and share in Common Areas are not divisible and partible, and (5) the Allottee shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Owner/Developer, in its absolute discretion.

**B. ALLOTTEE'S OBLIGATIONS:**

**The Allottee shall:**

- i) **Co-operate in management and maintenance:** Co-operate in the management and maintenance of the Common Areas facilities and amenities of the Project by the Land Owner/Developer/Association (upon formation), as applicable.

- ii) **Observing Rules:** Observe the rules framed from time to time by the Land Owner/Developer/Association (upon formation) for the beneficial common enjoyment of the Common Areas, facilities and amenities of the project.
- iii) **Paying Electricity Charges:** Pay for electricity and other utilities consumed in or relating to the Said Flat/unit from the date of possession, wholly for the Said Flat/unit and proportionately for the Common Areas, facilities and amenities.
- iv) **Meter and Cabling:** Be obliged to draw electricity lines/wires, television cables, broadband data cables and telephone cables to the said Flat/unit only through the ducts and pipes provided thereof, ensuring that no inconvenience is caused to the Land Owner/Developer or to other flat/unit/allottees. The main electricity meter shall be installed only at the space designated for common meters. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables, dish antennae or pipes from, to or through any part or portion of and outside walls of the building in which the Flat/unit is located save in the manner indicated by the Land Owner/Developer/Association (upon formation).
- v) **Use of the Flat/unit:** Use the Flat/unit for residential purpose only. Under no circumstances shall the Allottee use or allow the Flat/unit to be used for any purposes other than that as may be sanctioned or permitted by the competent authority. The Allottee shall also not use or allow the Flat/unit to be used as a religious establishment, godown of any type, hotel, guesthouse, service flat/unit, mess, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- vi) **Maintenance of Flat/unit:** Repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes and other fittings and fixtures inside the Flat/unit at the cost of the Allottee.
- vii) **Use of Common Toilets:** Ensure that the domestic help/service providers visiting the said Flat/unit use only the common toilets and while so using, keep the common toilets clean and dry.
- viii) **Use of Spittoons / Dustbins:** To spit or accumulate the dust, rubbish, wastes and other refuses, use the spittoons / dustbins located at various places in the Project.
- ix) **No Alteration:** Not to alter, modify or in any manner change the (1) elevation and exterior colour scheme of the said Flat/unit including Balcony colour and the scheme of the said building and (2) design and/or the colour scheme of the windows, grills and the main door of the said Flat/unit.
- x) **No Structural Alteration and Prohibited Installations:** Not to alter, modify or in any manner change the structure or any civil construction in the said Flat/unit and the building. The Allottee shall not install any dish-antenna on the balcony and/or windows of the Building and/or on any external part of the Building and/or the roof thereof. In the event the Land Owner/Developer and/or the Association coming to know (before or after deed of conveyance) of any change made by the Allottee then the Land Owner/Developer and/or the Association shall be entitled to demolish the changes and restore the said Flat/unit at the cost of the Allottee. The Allottee shall be liable to make payment of the aforesaid cost without raising any objection as liability for payment of the same has arisen due to default of the Allottee.
- xi) **Fitting Air Conditioning unit:** Not to install any window/split air-conditioning units anywhere in the said Flat/unit other than specified areas. The water outlet of the air conditioner unit shall have to be put in such a manner that it does not cause any inconvenience/damage to other unit/flat/unit owners or building. The developer will provide on payment of extra ac ledge

- charges (mandatory) the outdoor split AC ledge. The allottee/s or its nominee/tenant are not allowed to damage the outside wall of the building for fixing outdoor split AC.
- xii) **No Grills:** Not to install any box grill on the balcony or verandah/window or to obstruct any common area or entry or exit by putting goods or materials of any kind.
  - xiii) **No Sub-Division:** Not to sub-divide the said Flat/unit and the Common Areas, under any circumstances.
  - xiv) **No Change of Name:** Not to change / alter / modify the name of the Building that is mentioned in this Agreement herein before.
  - xv) **No Nuisance and Disturbance:** Not to use the said Flat/unit or the Common Areas or the parking space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to the Land Owner/Developer or other occupants of the Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others.
  - xvi) **No Storage:** Not to store or cause to be stored and not place or cause to be placed any goods, articles or things including shoe cabinets and cycles, sofa, almirah ,garbage ,combustable materials etc in the Common Areas including floor corridors and staircases or areas Immediately outside the main entrance of the said Flat/unit and areas under ground staircase, parking areas etc.
  - xvii) **No Obstruction to Land Owner/Developer/Association:** Not to obstruct the Owner/Developer/ Association (upon formation) in their acts relating to the Common Areas, amenities and facilities and not obstruct the Owner/Developer in constructing/repairing on other portions of the Building and/or the Project and selling or granting rights to any person on any part of the said Building.
  - xviii) **No Obstruction of Common Areas:** Not to obstruct the pathways and passages of the Common Areas or use the same for any purpose other than for ingress to and egress from the said Flat/unit.
  - xix) **No Violating Rules:** Not to violate any of the rules and/or regulations laid down by the Owner/Developer / Association (upon formation) for the use of the Common Areas, amenities and facilities.
  - xx) **No Throwing Refuse:** Not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated thereof.
  - xxi) **No Injurious Activities:** Not to carry on or cause to be carried on any obnoxious, illegal, immoral or injurious activity in or through the said Flat/unit, the Car Parking Space, common areas including but not limited to acts of vandalism, putting up posters and graffiti.
  - xxii) **No Storing Hazardous Articles:** Not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said Flat/unit, the Common Areas, and the Building/Project.
  - xxiii) **No Signage:** Not to put up or affix any sign board, name plate or other things or other similar articles in the Common Areas, inside or outside the windows and/or the outside walls of the said Flat/unit/said Building save at the place or places provided therefore provided that this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the said Flat/unit.
  - xxiv) **No Floor Damage:** Not to keep any heavy articles or things that are likely to damage the floor or install and operate any machine or equipment save usual home appliances.
  - xxv) **No Installing Generator:** Not to install or keep or run any personal generator in the said Flat/unit or any part of the Project.

- xxvi) No Misuse of Water:** Not to misuse or permit to be misused the water supply to the said Flat/unit/Project. in case of allottee not being present in their flat/unit for a considerable time then it's the duty of the allottee to close all water points so that no water is wasted.
- xxvii) No Damage to Common Portions:** Not to damage the Common Areas, amenities and facilities in any manner and if such damage is caused by the Allottee or the family members, invitees, servants, agents or employees of the Allottee, the Allottee shall compensate for the same as decided by the Land Owner/Developer or the Association.
- xxviii) No Hanging Clothes:** Not to hang or cause to be hung clothes in Common Areas. The Allottee shall not be allowed to hang clothes outside the balcony .
- xxix) No Smoking or spitting in Common Areas:** Not to smoke or spit in Common Areas of the Project and also not to throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but to dispose them in dustbins / spittoons after ensuring that the fire is fully extinguished from such cigarettes.
- xxx) No Plucking Flowers:** Not to pluck flowers or stems from the gardens of the project (if any).
- xxxi) No Littering:** Not to throw or allow to be thrown litter in the Common Areas of the said Building / Project.
- xxxii) No Trespassing:** Not to trespass or allow the trespassers over any areas exclusively allotted to any Allottees or retained by the Land Owner/Developers in the Project.
- xxxiii) No Overloading Lifts:** Not to overload the passenger lifts and to move goods only through the service lifts(if any) and/or staircase of the Building.
- xxxiv) No Use of Lifts in Case of Fire:** Not to use the lifts in case of fire and to participate in fire drills as and when required.
- xxxv) No Covering of Common Portions:** Not to cover the Common Areas, fire exits and balconies/terraces (if any) of the said Flat/unit.
- xxxvi) Pay Goods & Service Tax:** To make payment of applicable Goods & Service Tax that may be payable in respect of all amounts to be paid by the Allottee to the Land Owner/Developer / Association in terms of this Agreement as also to pay all others taxes payable by the Allottee in terms of this Agreement.
- xxxvii) Not to be Identified Mechanical Car Parking:** The Owner /Developer at the request of the Allottee, may grant the right to use unidentified (upper or lower) mechanical car parking for a particular system (identified) for which the Allottee is not entitled to raise any objection.
- xxxviii) Notification regarding Letting / Transfer:** The allottee can let out or transfer the said Flat/unit for residential purpose only and if the Allottee lets out or transfers then the Allottee shall immediately notify the Land Owner/Developer/Association (upon formation) and the local police station of the tenant's/transferee's address and telephone number along with a copy of Aadhaar Card/Voter ID Card as proof of his/her/their/its Identity. It is the responsibility of the Allottee to ensure that any such tenant / transferee abides by the terms and conditions of this Agreement and/or the rules and regulations of the Association. The Allottee can let-out or transfer only after clearance of all upto date dues of the Land Owner/Developer / Association (upon formation).
- xxxix) No Right in Other Areas:** The Allottee shall not have any right, title and interest, claim or entitlement whatsoever over or in respect of the Project/ Building save and except the said Flat/unit and the share in the Common Areas.
- xl) No Objection to further Construction on the Roof:** The ultimate roof of the building shall belong to and remain under the control and maintenance of the association but Land Owner/Developer

shall have the right to make construction on the said floor with necessary permission from concerned authorities. The Allottee shall have no objection to such construction on the ground of nuisance, inconveniences or otherwise provided that in making such construction if it is necessary to shift the water reservoir on the roof of the newly constructed floor, the Land Owner/Developer shall ensure that there shall be no disruption of water supply at any stage of such construction. The flat/unit/units and accommodation in the newly constructed floor shall belong to the Owner/Developer absolutely with right to dispose off the same and the Owner/Developer thereof shall be entitled to proportionate share in the common areas and facilities mentioned in the THIRD SCHEDULE hereto and shall be proportionately liable for all taxes, costs, expenses and charges mentioned in the SIXTH SCHEDULE hereto. The Allottee shall be entitled to access/use the ultimate roof of the building for their use with the prior permission of the association.

- xli) **Not to Alienate and/or let out the Car Parking :** The Allottee cannot under any circumstances alienate his/her/their/its Car Parking Space from the unit and will not let out the same to the outsiders and/or none but the Allottee and his or her nominee or flat's tenant will be allowed to park their Cars at their Car Parking Space.

IN WITNESS WHERE OF parties hereinabove named have set their respective hands and signed this Deed of Conveyance at Kolkata in the presence of attesting witness, signing as such on the day month and year first above written.

**SIGNED, SEALED AND DELIVERED**

by the **LAND OWNERS** at Kolkata

In the presence of :

1.

2.

\_\_\_\_\_  
SIGNATURE OF LAND OWNERS  
/FIRST PART

**SIGNED, SEALED AND DELIVERED**

by the **DEVELOPER** at Kolkata

In the presence of :

1.



2.

\_\_\_\_\_  
SIGNATURE OF DEVELOPER  
/SECOND PART

**SIGNED AND DELIVERED**

By the PURCHASERS/ALLOTEES at Kolkata

In the presence of :

1.

2.

\_\_\_\_\_  
SIGNATURE OF PURCHASER(S)/ALLOTTEE(S)  
/THIRD PART

*Drafted & Prepared by :*  
(As per Informations Supplied  
by the Parties)

**(Shek Ataur Rahaman)**  
Advocate  
Alipore Judges' Court  
Kolkata-: 700027  
(Regn. No.- WB/382/2000)  
Mob. No. 9330942717

**Note:**

Out of Total Stamp Duty payable, the amount of Rs. 100/- has been paid in one Non-Judicial Stamp Paper and the rest amount has also been paid on Line through Net Banking.

**MEMO OF CONSIDERATION**

**RECEIVED** by the **PROMOTER /VENDOR** from the within named **PURCHASER(S)** the amount of is **Rs. ....../- ( Rupees ..... )** only ( **Excluding** the amount of all mandatory Costs, Taxes, Documentation Charges and applicable G.S.T.) which is full and final , as and by way of Total Consideration Money for Sale of the said **FLAT/APARTMENT/UNIT** , mentioned in the **Second Schedule** herein before, by **Cheque/** through **NEFT/RTGS** , in favour of “**SQUAREMARK HOMES PVT. LTD.** “ as per **Memo** mentioned hereunder as follows :-

<b>Date</b>	<b>Ref. ID /UTR No. /Cheque No.</b>	<b>Bank &amp; Branch Name</b>	<b>Amount (Rs.)</b>
<b>TOTAL=</b>			

(Rupees ..... only).

**SIGNED, SEALED AND DELIVERED**

by the **LAND OWNERS** at Kolkata

In the presence of :

1.

2.

**SIGNATURE OF LAND OWNER(S)**  
**/FIRST PART**