

THIS DEED OF CONVEYANCE

is executed on

this _____ day of _____,

20_____

BETWEEN



1. **AANIYA INFRATECH PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 1447/1, Madurdaha Road, P.O. & P.S Anandapur, Kolkata – 700107 (PAN AALCA5339E), represented by its Authorized Signatory Mr. Tarkeshwar Upadhyay (Aadhar No 8616 0987 4533 / PAN. ABSPU0875A) son of Late Awadh Bihari Upadhyay by religion Hindu, by occupation Business, Citizen of India, by nationality Indian residing at 4, TaltalaLane, P S Taltala P O Taltala, Kolkata-700014.
2. **AKSHARVANI NIRMAN PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 1447/1, Madurdaha Road, P.O. & P.S Anandapur, Kolkata – 700107 (PAN AALCA5750D), represented by its Authorized Signatory Mr. Tarkeshwar Upadhyay (Aadhar No 8616 0987 4533 / PAN. ABSPU0875A) son of Late Awadh Bihari Upadhyay by religion Hindu, by occupation Business, Citizen of India, by nationality Indian residing at 4, TaltalaLane, P S Taltala P O Taltala, Kolkata-700014.
3. **ANIRON CONSTRUCTIONS PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 1447/1, Madurdaha Road, P.O. & P.S Anandapur, Kolkata – 700107 (PAN AALCA5628G), represented by its Authorized Signatory Mr. Tarkeshwar Upadhyay (Aadhar No 8616 0987 4533 / PAN. ABSPU0875A) son of Late Awadh Bihari Upadhyay by religion Hindu, by occupation Business, Citizen of India, by nationality Indian residing at 4, TaltalaLane, P S Taltala P O Taltala, Kolkata-700014.
4. **ANSUYA PROPERTIES PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 1447/1, Madurdaha Road, P.O. & P.S Anandapur, Kolkata – 700107 (PAN AALCA5116F), represented by its Authorized Signatory Mr. Tarkeshwar Upadhyay (Aadhar No 8616 0987 4533 / PAN. ABSPU0875A) son of Late Awadh Bihari Upadhyay by religion Hindu, by



- occupation Business, Citizen of India, by nationality Indian residing at 4, TaltalaLane, P S Taltala P O Taltala, Kolkata-700014.
5. **BLUESNOW INFRATECH PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 1447/1, Madurdaha Road, P.O. & P.S Anandapur, Kolkata – 700107 (PAN AAFCB4606F), represented by its Authorized Signatory Mr. Tarkeshwar Upadhyay (Aadhar No 8616 0987 4533 / PAN. ABSPU0875A) son of Late Awadh Bihari Upadhyay by religion Hindu, by occupation Business, Citizen of India, by nationality Indian residing at 4, TaltalaLane, P S Taltala P O Taltala, Kolkata-700014.
6. **DAILYVIEW PROJECTS PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 1447/1, Madurdaha Road, P.O. & P.S Anandapur, Kolkata – 700107 (PAN AAECD6160B), represented by its Authorized Signatory Mr. Tarkeshwar Upadhyay (Aadhar No 8616 0987 4533 / PAN. ABSPU0875A) son of Late Awadh Bihari Upadhyay by religion Hindu, by occupation Business, Citizen of India, by nationality Indian residing at 4, TaltalaLane, P S Taltala P O Taltala, Kolkata-700014.
7. **DAILYVIEW PROPERTIES PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 1447/1, Madurdaha Road, P.O. & P.S Anandapur, Kolkata – 700107 (PAN AAECD6158M), represented by its Authorized Signatory Mr. Tarkeshwar Upadhyay (Aadhar No 8616 0987 4533 / PAN. ABSPU0875A) son of Late Awadh Bihari Upadhyay by religion Hindu, by occupation Business, Citizen of India, by nationality Indian residing at 4, TaltalaLane, P S Taltala P O Taltala, Kolkata-700014.
8. **DHANASETH NIRMAN PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 1447/1, Madurdaha Road, P.O. & P.S Anandapur, Kolkata – 700107, (PAN AAECD6159L), represented by its Authorized Signatory Mr. Tarkeshwar Upadhyay (Aadhar No 8616 0987 4533 / PAN.



- ABSPU0875A) son of Late Awadh Bihari Upadhyay by religion Hindu, by occupation Business, Citizen of India, by nationality Indian residing at 4, TaltalaLane, P S Taltala P O Taltala, Kolkata-700014.
9. **DHANKAMAL PROJECTS PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 1447/1, Madurdaha Road, P.O. & P.S Anandapur, Kolkata – 700107, (PAN AAECD6232C), represented by its Authorized Signatory Mr. Tarkeshwar Upadhyay (Aadhar No 8616 0987 4533 / PAN. ABSPU0875A) son of Late Awadh Bihari Upadhyay by religion Hindu, by occupation Business, Citizen of India, by nationality Indian residing at 4, TaltalaLane, P S Taltala P O Taltala, Kolkata-700014.
 10. **FORWARD INFRABUILD PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 1447/1, Madurdaha Road, P.O. & P.S Anandapur, Kolkata – 700107, (PAN AACCF1716F), represented by its Authorized Signatory Mr. Tarkeshwar Upadhyay (Aadhar No 8616 0987 4533 / PAN. ABSPU0875A) son of Late Awadh Bihari Upadhyay by religion Hindu, by occupation Business, Citizen of India, by nationality Indian residing at 4, TaltalaLane, P S Taltala P O Taltala, Kolkata-700014.
 11. **FUTUREGROW CONSTRUCTIONS PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 1447/1, Madurdaha Road, P.O. & P.S Anandapur, Kolkata – 700107, (PAN AACCF1715G), represented by its Authorized Signatory Mr. Tarkeshwar Upadhyay (Aadhar No 8616 0987 4533 / PAN. ABSPU0875A) son of Late Awadh Bihari Upadhyay by religion Hindu, by occupation Business, Citizen of India, by nationality Indian residing at 4, TaltalaLane, P S Taltala P O Taltala, Kolkata-700014.
 12. **ALLWORTH BUILDERS LLP** a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at 1447/1, Madurdaha Road, P.O. & P.S Anandapur, Kolkata – 700107, (PAN ABMFA3843N), represented by its Authorized



Signatory Mr. Tarkeshwar Upadhyay (Aadhar No 8616 0987 4533 / PAN. ABSPU0875A) son of Late Awadh Bihari Upadhyay by religion Hindu, by occupation Business, Citizen of India, by nationality Indian residing at 4, TaltalaLane, P S Taltala P O Taltala, Kolkata-700014.

13. **VARTAMAN BUILDERS LLP** a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at 1447/1, Madurdaha Road, P.O. & P.S Anandapur, Kolkata – 700107, (PAN AAQFV6994A), represented by its Authorized Signatory Mr. Tarkeshwar Upadhyay (Aadhar No 8616 0987 4533 / PAN. ABSPU0875A) son of Late Awadh Bihari Upadhyay by religion Hindu, by occupation Business, Citizen of India, by nationality Indian residing at 4, TaltalaLane, P S Taltala P O Taltala, Kolkata-700014.
14. **KUVAR DEVELOPERS LLP** a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at 1447/1, Madurdaha Road, P.O. & P.S Anandapur, Kolkata – 700107, (PAN AATFK6723F), represented by its Authorized Signatory Mr. Tarkeshwar Upadhyay (Aadhar No 8616 0987 4533 / PAN. ABSPU0875A) son of Late Awadh Bihari Upadhyay by religion Hindu, by occupation Business, Citizen of India, by nationality Indian residing at 4, TaltalaLane, P S Taltala P O Taltala, Kolkata-700014.
15. **LAKSHIT DEVELOPERS LLP** a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at 1447/1, Madurdaha Road, P.O. & P.S Anandapur, Kolkata – 700107, (PAN AAHFL7391Q), represented by its Authorized Signatory Mr. Tarkeshwar Upadhyay (Aadhar No 8616 0987 4533 / PAN. ABSPU0875A) son of Late Awadh Bihari Upadhyay by religion Hindu, by occupation Business, Citizen of India, by nationality Indian residing at 4, TaltalaLane, P S Taltala P O Taltala, Kolkata-700014.
16. **FUTUREGROW PROPERTIES PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 1447/1, Madurdaha Road, P.O. & P.S Anandapur,



- Kolkata – 700107, (PAN AACCF1798B), represented by its Authorized Signatory Mr. Tarkeshwar Upadhyay (Aadhar No 8616 0987 4533 / PAN. ABSPU0875A) son of Late Awadh Bihari Upadhyay by religion Hindu, by occupation Business, Citizen of India, by nationality Indian residing at 4, TaltalaLane, P S Taltala P O Taltala, Kolkata-700014.
17. **GOPIKA INFRA TECH PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 1447/1, Madurdaha Road, P.O. & P.S Anandapur, Kolkata – 700107, (PAN AAFCG1523Q), represented by its Authorized Signatory Mr. Tarkeshwar Upadhyay (Aadhar No 8616 0987 4533 / PAN. ABSPU0875A) son of Late Awadh Bihari Upadhyay by religion Hindu, by occupation Business, Citizen of India, by nationality Indian residing at 4, TaltalaLane, P S Taltala P O Taltala, Kolkata-700014.
18. **KAILASHDHAM INFRA TECH PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 1447/1, Madurdaha Road, P.O. & P.S Anandapur, Kolkata – 700107, (PAN AAFCK1295B), represented by its Authorized Signatory Mr. Tarkeshwar Upadhyay (Aadhar No 8616 0987 4533 / PAN. ABSPU0875A) son of Late Awadh Bihari Upadhyay by religion Hindu, by occupation Business, Citizen of India, by nationality Indian residing at 4, TaltalaLane, P S Taltala P O Taltala, Kolkata-700014.
19. **KAILASHDHAM REALTORS PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 1447/1, Madurdaha Road, P.O. & P.S Anandapur, Kolkata – 700107, (PAN AAFCK1371G), represented by its Authorized Signatory Mr. Tarkeshwar Upadhyay (Aadhar No 8616 0987 4533 / PAN. ABSPU0875A) son of Late Awadh Bihari Upadhyay by religion Hindu, by occupation Business, Citizen of India, by nationality Indian residing at 4, TaltalaLane, P S Taltala P O Taltala, Kolkata-700014.
20. **LINKLIFE REALITIES PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at



- 1447/1, Madurdaha Road, P.O. & P.S Anandapur, Kolkata – 700107, (PAN AACCL4628C), represented by its Authorized Signatory Mr. Tarkeshwar Upadhyay (Aadhar No 8616 0987 4533 / PAN. ABSPU0875A) son of Late Awadh Bihari Upadhyay by religion Hindu, by occupation Business, Citizen of India, by nationality Indian residing at 4, TaltalaLane, P S Taltala P O Taltala, Kolkata-700014.
21. **LIVEWIRE INFRABUILD PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 1447/1, Madurdaha Road, P.O. & P.S Anandapur, Kolkata – 700107, (PAN AACCL4627P), represented by its Authorized Signatory Mr. Tarkeshwar Upadhyay (Aadhar No 8616 0987 4533 / PAN. ABSPU0875A) son of Late Awadh Bihari Upadhyay by religion Hindu, by occupation Business, Citizen of India, by nationality Indian residing at 4, TaltalaLane, P S Taltala P O Taltala, Kolkata-700014.
22. **SRI SWAPAN KUMAR GHOSH**, son of Late Haridas Ghosh, by Nationality Indian, residing at A/17, Rajnayan Park, Boral, P.S. Sonarpur, P.O. Boral, Kolkata – 700 154. South 24 Pargana (PAN - ADOPG0788J) (Aadhar No. 7764 0748 5445)
23. **MR. DILIP GHOSH**, son of Sri Khitish Chandra Ghosh, by faith Hindu, by occupation Business, by Nationality Indian, residing at 176, Gupta Colony, Baluria, P.O. Nabaoally, P.S. Barasat, Kolkata – 700 126, North 24 Parganas, (PAN - ADOPG0795M). (Aadhar No. 5776 7333 0058).
24. **SMT. GITA GHOSH**, wife of Sri Swapan Kumar Ghosh, by Nationality Indian, residing at A/17, Rajnayan Park, Boral, P.S. Sonarpur, P.O. Boral, Kolkata – 700 154. South 24 Pargana (PAN - ADXPG9873D) (Aadhar No. 5006 1733 9787).
25. **MR. RATAN KUMAR GHOSH**, son of Sri Haran Chandra Ghosh, by faith Hindu, by occupation business, by nationality Indian, residing at 18, Baishnaghata Road, P.S. Netaji Nagar, P.O. Naktala, Kolkata – 700 047, South 24, Pargana (PAN - ADZPG2916K) (Aadhar No. 7142 0269 1142).



26. **SMT. MOM GHOSH**, wife of Sri Ratan Kumar Ghosh, by faith Hindu, by Occupation business, by Nationality Indian, residing at 18, Baishnaghata Road, P.S. Netaji Nagar, P.O. Naktala, Kolkata – 700 047, South 24, Pargana (PAN AENPG2792L) (Aadhar No. 7893 9783 4547).
27. **MR. DEB KUMAR MUKHERJEE**, son of Late Batakrisna Mukherjee, by faith Hindu, by Occupation Business, by Nationality Indian, residing at 12, Baishnaghata Road, P.S. Netaji Nagar, P.O. Naktala, Kolkata – 700 049, South 24, Pargana (PAN –AISPM6001F) (Aadhar No. 5812 6370 2426).
28. **SMT. TAPASI MUKHERJEE**, wife of Mr. Deb Kumar Mukherjee by faith Hindu, by Occupation Business, by Nationality Indian, residing at 12, Baishnaghata Road, P.S. Netaji Nagar, P.O. Naktala, Kolkata – 700 047, South 24, Pargana (PAN - AJPPM9100P) (Aadhar No. 8016 5160 0612).
29. **DAMASK REALTY PRIVATE LIMITED**, a Company within the meaning of Companies Act, 2013 having its registered office at 18, Baishnaghata Road, P.S. Netaji Nagar, P.O. Naktala, Kolkata – 700 047, South 24, Pargana (PAN AAECD7415K) represented by its Director Sri. Ratan Kumar Ghosh, son of Sri Haran Chandra Ghosh, by faith Hindu, by occupation business, by nationality Indian, residing at 18, Baishnaghata Road, P.S. Netaji Nagar, P.O. Naktala, Kolkata – 700 047, South 24, Pargana (PAN - ADZPG2916K) (Aadhar No. 7142 0269 1142).
30. **MR. DHRUBA MUKHERJEE**, son of Malay Nanda Mukherjee, by faith Hindu, by Occupation Service, by Nationality Indian, residing at 12, Baishnaghata Road, P.S. Netaji Nagar, P.O. Naktala, Kolkata – 700 047, South 24, Pargana (PAN - AVNPM2070N) (Aadhar No. 4104 5488 1827).
31. **MKR NIRMAN PRIVATE LIMITED** a Company within the meaning of Companies Act, 2013 having its registered office at 12, Baishnaghata Road, P.S. Netaji Nagar, P.O. Naktala, Kolkata – 700 047, South 24, Pargana (PAN - AAICM8346A) represented by its Director Sri. Ratan Kumar Ghosh, son of Sri Haran Chandra Ghosh, by faith Hindu, by occupation business, by nationality Indian, residing at 18, Baishnaghata



Road, P.S. Netaji Nagar, P.O. Naktala, Kolkata – 700 047, South 24,
Pargana (PAN - ADZPG2916K) (Aadhar No. 7142 0269 1142).

all represented by their constituted Sri Jay Prakash Agarwal son of Sri Hari Prasad Agarwal, by nationality Indian residing at 51/6, Rabindra Sarani, P O.& P.S.- Liluah,, Howrah-711204, (ADHAAR 6872 6420 6043 / PAN ACLPA7187K) being authorized Signatory of TEENLOK PLAZA LLP, [previously TEENLOK PLAZA PVT LTD] having its registered office at 1447/1, Madurdaha Road P.O. Anandapur, P. S. Anandapur Kolkata 700107 appointed by a Registered Power of Attorney dated 24.06.2021 in favour of the Developer herein registered in the office of the Additional District Sub-Registrar, Sonarpur in Book No. I Being No. 7125 of 2021, hereinafter jointly referred to as the OWNERS (which expression shall unless repugnant to the subject or context mean and include in case of individuals, their respective legal heirs, successors, administrators, executors, agents and assigns and in case of companies their respective successors in interest, successors in office, agents and permitted assigns) of the FIRST PART;

AND

TEENLOK PLAZA LLP, a Limited Liability Partnership Firm within the meaning of the Limited Liability Partnership Act, 2008, bearing registration No. LLP Identification Number- AAW-3693 [previously TEENLOK PLAZA PVT LTD and converted vide Form/Certificate No. 19 dated 18.03.2021 issued by the Ministry of Corporate Affairs, Government of India], (PAN AARFT6033F) having its registered office at 1447/1, Madurdaha Road P.O. Anandapur, P. S. Anandapur Kolkata 700107 represented by its Authorised Signatory Mr. Jay Prakash Agarwal - - by religion Hindu, by occupation Business, Citizen of India, (PAN ACLPA7187K/ Aadhar 6872 6420 6043) son of Sri Hari Prasad Agarwal



residing at 51/6, Rabindra Sarani, Howrah-711204 P.S. & P.S. Liluah Howrah-711204, hereinafter referred to as "the DEVELOPER" (which expression shall unless repugnant to the context mean and include its successors, representatives and assigns) of the SECOND PART.

AND

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

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

WHEREAS:

- A. The Land Owner Nos. 22 to 31 abovenamed alongwith 21 others purchased ALL THAT pieces or parcels of land measuring 313.15 Satak more or less comprised in R.S. Dag Nos. 1425, 1455, 1456, 1457, 1458, 1459, 1461, 1462, 1494, 1495, 1496 and 1497 corresponding to L.R. Dag Nos 1438,1469, 1470, 1471, 1472, 1473, 1475, 1476, 1509, 1510, 1511, and 1512 in Mouza Elachi, J.L. No. 70, P.S. Sonarpur, District South 24 Parganas and now being Holding No. 316 on Dr. B.C. Roy Road, Jagadal, Kolkata - 700 151 in ward no. 26 of Rajpur - Sonarpur Municipality by the following 11 Deeds of conveyances:



Sl. No.	Deed Date	Deed details	Vendor(s)	R.S. Dag No. / L R Dag No.	R S. Khatian No.	L R Khatian No.	Total Sold Arera
1	01.09.2013	Registered in the Office of ADSR, Sonarpur in Book No.1, CD Vol.24 Pages 4993 to 5023 Being No. 10512 of 2013	FeluNaskar alias PanchuNaskar, Ajoy Naskar, PanchibalaNaskar, Nirmala Sanpui(Naskar), Pramila Mondal(Naskar)	1494 / 1509	184	3, 540	50 Decimal i.e.30 Cottahs 4 Chittaks
2	06.09.2013	Registered in the Office of ADSR Sonarpur in Book No.1, CD Vol.24 Pages 3022 to 3048 Being No. 10508 of 2013	Smt. Durga Naskar, Sri Rohit Naskar, Sri Sankar Naskar, Sri Badal Naskar, Smt. GouribalaNaskar, Sri Satya CharanNasar, Sri Mihir Naskar, Sri BiswanathNaskar, Sri UttamNaskar, Sri LaabNaskar, Sri Kush Naskar, Sri Raju Naskar, Smt. RenubalaAddi, Smt. Annapurna Mondal	1496 / 1511	202	636, 863	18 Decimal i.e. 10 Cottahs 14 Chittaks 10 Sq.ft.
3	06.09.2013	Registered in the Office at ADSR Sonarpur in Book No.1, CD Vol.24 Pages 2993 to 3021 Being No. 10509 of 2013	Sri Madan Purkait, Sri Santosh Purkait, Sri JatinPurkait, Rani Sheikh, Sri SadhanPurait, Sri Ashok Purkait, Sri SwapanPurkait, Sri Tapanpurkait, Smt. Jhama Dey (Purkait), Smt. RenubalaPurkait	1458 / 1472	387	539, 717, 881, 897	55 Decimal i.e. 33 Cottahs 4 Chittaks 18 Sq.ft.
4	06.09.2013	Registered in the Office at ADSR Sonarpur in Book No.1, CD Vol 24 Pages 3049 to 3073 Being No. 10507 of 2013	Sri Ajit Mondal, Sri Bholanath Mondal, Sri Dinesh Mondal, Sri Suresh Mondal, Bharati Mondal, Prartima Mondal, JhamaNaskar (Mondal), Smt. Swapna Mondal	1459 / 1473	315	13, 346, 658, 975	16 Decimal i.e.9 Cottahs 10 Chittaks 39 Sq.ft
5	06.09.2013	Registered in the Office at ADSR Sonarpur in Book No.1, CD Vol 24 Pages2966 to 2992 Being No. 10510 of 2013	Sri Dulal Chandra Naskar, Sri Binod Bihari Naskar, Sri Amiya Kumar Naskar, Sri KhokanNaskar, Babulal Naskar, Smt. DipaBera, Smt.RupaNaskar, Smt. DebalaNaskar, Khokan Sardar, Taiyab Ali Mondal, Safiuddin Khan, Altap Hossain Khan, Sk. Abul Kalam Azad	1495 / 1510	222	18,63,231, 247, 363 594 770, 942	15 Decimal i.e. 9cottahs 1 Chittak 9 Sq.ft
6	30.09.2013	Registered in the Office at ADSR Sonarpur in Book No.1, CD Vol 25 Pages7892 to 7921 Being No. 11271 of 2013	Sri Sanjay Dasgupta, Sri Subrata dasgupta, Sri Subir Kishore Roy	1497 / 1512	220	684	22.65 Decimal i.e.13 Cottahs 11 Chittaks 11 Sq.ft



7	07.10.2013	Registered in the Office at Sonarpur Book No. I, CD Vol 26 Pages 391 to 421 Being No. 11462 of 2013	Sri Sunil Naskar, Smt. Kamala Mondal, Smt. Sabita Naskar, Smt. Lakshmi, alias Amita Mondal Smt. Namita Barman, Smt. Maya Naskar, Sri Jayanta Naskar, Smt. Tanushree Naskar, Sri Sujit Naskar, Sri Chandi Charan Naskar, Sri Samar Naskar, Sri Pradip Naskar, Sri Dilip Naskar, Smt. Arati Mondal, Smt. Basabi Naskar, Sri Sarajit Naskar, Sri Soumen Naskar	1425 / 1438	364	222,406	21 Decimals i.e. 12 Cottahs 11 Chittaks 12 sq.ft.
8	11.11.2013	Registered in the Office at Sonarpur in Book No. I, CD Volume 27 Pages 3671 to 3695 Being No. 11940 of 2013	Toyab Ali Mondal, Safiuddin Khan, Altaf Hossain Khan	1461 / 1475	414	57	12 Decimal i.e. 7 Cottahs 4 Chittaks 7 Sq.ft
9	11.11.2013	Registered in the Office at Sonarpur in Book No. I CD Vol 27 Pages 3696 to 3722 Being No. 11941 of 2013	Sri Rohit Naskar	1462 / 1476	414	407,458, 754,859	14 Decimals i.e. 8 Cottahs 7 Chittaks 23 Sq.ft.
10	13.11.2013	Registered in the Office at Sonarpur in Book No. I CD Vol 27 Pages 1888 to 1916 Being No. 11975 of 2013	Sambhu Nath Saha	1456 / 1470 & 1455 / 1469	209/1, 190	767,766	Total 11.5 Decimal i.e. 5 Deceimal in RS Dag No. 1456 & 6.5 Deceimal in RS Dag No. 1455
11	11.10.2013	Registered in the Office at Sonarpur in Book No. I, CD Vol 27 Pages 3723 to 3750 Being No. 11956 of 2013	Sri Ajit Mondal, Sri Bhojanath Mondal, Sri Dinesh Mondal, Sri Suresh Mondal, Bharati Monal, Pratima Mondal, Jharna Naskar (Mondal), Smt. Swapna Mondal	1457 / 1471	225	13,346, 658,975	78 Decimals i.e. 47 Cottahs 3 Chittaks 1 Sq.ft.

B. By a Deed of Gift dated 30th July, 2015 and registered in the office of the ADSR Sonarpur in Book No. I Volume No. 1608-2015 at Pages 38855 to 38872 Being No. 160804668 of 2015, the said Thakurdas Mazumder transferred and conveyed his 1/31th undivided share in the property to his son and grand daughter being Sumon Majumder and Oyindrial Mazumder. The said Sumon Majumder and Oyindrial Mazumder by a subsequent Deed of Gift dated 28th December, 2018 and registered in the Office of the ADSR Sonarpur in Book No. I



Volume No. 1608-2019 Pages 98 to 119 Being No. 160806565 of 2018 have retransferred the said 1/31th undivided share in the property to the said Thakurdas Mazumder who thus continues to remain the owner thereof.

- C. By a Deed of Conveyance dated 24.02.2021 and registered in the office of the ADSR Sonarpur, the Land Owner Nos. 1 to 21 herein purchased and acquired the said 21/31th share of the 21 co-owners of the said area of 313.15 Satak and thus the owners herein became the joint absolute owners of the said entire area of 313.15 Satak;
- D. Thereapart, By a Deed of Conveyance dated 24.02.2021 and registered in the office of the ADSR Sonarpur, the Land Owner Nos. 1 to 21 abovenamed purchased and acquired from one Homebury Developers LLP ALL THAT the piece and parcel of Land measuring 15.35 Satak comprised in R S Dag No. 1497 corresponding to L R Dag No. 1512 L R Khatian Nos. 3432 Mouza Elachi Pargana Magura, P.O. Jagaddal P S Narendrapur (previously under Sonarpur) under Rajpur - Sonarpur Municipality in District 24 Parganas (South) being Holding No. 130 Dr. B C Roy Road, Rajpur - Sonarpur Municipality, Kolkata - 700 151 together with structures standing thereon, each having acquired 1/21th share in the said area of 15.35 Satak.
- E. The Owners herein thus became the absolute owner of the ALL THAT area of land 328.50 Satak in Mouza Elachi,, J.L. No. 70, P.S. Sonarpur, District South 24 Parganas, being Holding No. 130 on Dr. B.C. Roy Road, Jagadal, Kolkata - 700 151 and also Holding No. 316 on Dr. B.C. Roy Road, Jagadal, Kolkata - 700 151 in ward no. 26 of Rajpur - Sonarpur Municipality, West Bengal comprised in R.S. Dag Nos. 1425, 1455, 1456, 1457, 1458, 1459, 1461, 1462, 1494, 1495, 1496 and 1497 corresponding to L.R. Dag Nos 1438,1469, 1470, 1471, 1472, 1473, 1475, 1476, 1509, 1510, 1511, and 1512 and came to be recorded in L.R. Khatian Nos. 2783, 2781, 2785, 2804, 2780, 2812, 2802, 2811, 2775, 2776,3518, 3520, 3521, 3522, 3523, 3524, 3525, 3526, 3527, 3528, 3529, 3530, 3531, 3532, 3533, 3534, 3535, 3536,



3537, 3538 AND 3539 in Mouza Elachi, J.L. No. 70, P.S. Sonarpur, District South 24 Parganas, in the manner and to the extent as aforesaid.

- F. The name of the Land Owners has since been duly mutated and recorded in the relevant records of the Land Reforms department as also with Rajpur-Sonarpur Municipality.
- G. The Land Owners and the Promoter herein thereafter entered into a Development Agreement dated 24.02.2021 registered in the office of the Additional District Sub-Registrar, Sonarpur in Book No. I Being No. 1697 of 2021 (hereinafter referred to as the said "Development Agreement") whereby and whereunder the Land Owners have on the terms and conditions specified therein, appointed the Promoter as the Developer of the Project Land and empowered the Promoter to develop and construct the Project Land and deal with the constructed spaces thereat, on a Revenue Share Basis. Under the said Development Agreement, the Land Owners are entitled to the Total Sale Consideration which in this Agreement are the sums defined as Total Price and set out in Schedule C written hereunder and all other sums under this Agreement are exclusively receivable by the Promoter.
- H. The Land Owners and the Developer have thereafter entered into a Supplementary Development Agreement cum Power of Attorney dated 17.06.2022 and registered in the office of the ADSR Sonarpur in Book No. I Being No. 160805283 of 2022 whereby and whereunder certain further terms and conditions agreed between the parties have been recorded in respect of the development of the said Project Land.
- I. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Project Land on which the Project is to be constructed has been completed.
- J. The Land Owners through the Promoter have obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment from Rajpur-Sonarpur Municipality and other



competent authorities for construction of residential with commercial spaces. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in compliance with Section 14 of the Act and other laws as applicable.

- K. The Rajpur-Sonarpur Municipality has granted the Building Permit plan to develop the project vide approval dated 18.05.2022 bearing registration no. 23/CB/26/36.
- L. The Buyer has entered into an apartment buyer agreement dated _____ ("Apartment Buyer's Agreement") by and under which the Buyer agreed to, on the terms and conditions mentioned therein, purchase and acquire the Residential Flat No. _____, on the _____ floor, Block-_____, (including balcony, if any) AS ALSO the Extended Terrace attached with the said Residential Flat, to contain by measurement _____ sq ft super built up area more or less [which corresponds to _____ sq. ft. built-up area (more or less) / _____sq. ft. carpet area more or less of the Apartment and _____ sqft more or less of the Extended Terrace]] TOGETHER WITH the right to park _____ medium sized motor car on the [Open / Covered / Basement / MLCP] Car Parking, all within the said Project constructed at the said Project Land (hereinafter referred to as the "Apartment"), more particularly described in Schedule II, **[which has been registered with the Office of the _____ in Book No.I Being No. _____ of _____]**. The floor plan of the Apartment is annexed hereto.
- M. The Promoter has since completed construction of the Project and has since been granted a Completion Certificate dated [•] by the [•].
- N. The Buyer represents and confirms that it has inspected all the documents pertaining to the Project and the said Premises including but not limited to all the title documents and the sanctions permissions etc and has fully satisfied itself in all respects, with regard to the right, title and interest of the Promoter in the Project and its right to convey the Apartment to the Buyer. The Buyer has also satisfied itself with the



Apartment, the facilities, amenities, specifications, construction quality, measurements and other details and the completion and finishing thereof upon complete satisfaction of performance of all obligations of the Developer, the Buyer has taken possession of the said Apartment.

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

NOW THIS INDENTURE WITNESSETH

1. CONVEYANCE:

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



- 1.2. The Buyer shall have the right to the Apartment as mentioned below:
- (i) The Buyer shall have exclusive ownership of the Apartment.
 - (ii) The Buyer shall have variable undivided proportionate share in the Land appurtenant to the said Apartment as also in the Common Areas. Since the share/ interest of the Buyer in the Land Common Areas is undivided and cannot be divided or separated, the Buyer shall use the Common Areas along with other occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them.
- 1.3. The Buyer agrees and undertakes that the Apartment shall be treated as a single indivisible Apartment for all purposes and that common areas / services / facilities of the Complex (as mentioned in Schedule III hereto) shall be available for use and enjoyment of all buyers / flat owners of the Complex. The Buyer hereby further agrees that irrespective of location of any of the facilities of amenities within the Project, occupier of each building / Block shall be entitled to jointly use and enjoy the common areas / services / facilities to the extent as permitted and defined herein.
- 1.4. The Promoter has paid / is liable for all outgoings upto the Completion Date (including land cost, municipal or other local taxes, charges for water or electricity, maintenance charges, which are related to the Project). All outgoings in respect of the Apartment is the sole liability of the Buyer, irrespective of whether the same has accrued or not, levied or leviable in future.
- 1.5. The Buyer agrees and undertakes that the covenants, restrictions, obligations and undertaking as set out in Schedule VI hereto shall bind the Buyer and the Apartment and all transferees of the Buyer. The covenants contained in this Deed shall be covenants running with the land.



2. CONSTRUCTION OF THE PROJECT AND HANDOVER OF APARTMENT:

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



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

3. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

3.1. The Promoter hereby represent and warrant to the Buyer as follows:

- (i) The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project;
- (ii) There are no litigations pending before any Court of law or authority with respect to the said Apartment;
- (iii) All approvals, licenses and permits issued by the Competent Authorities with respect to the Project are valid and subsisting and have been obtained by following due process of law;
- (iv) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or



requisition) has been received by or served upon the Promoter in respect of the said Premises or any part thereof.

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

- 4.1. The Buyer acknowledges that the CAM (Common Area Maintenance) Charges have commenced on and from the date of Offer of Possession by the Promoter (CAM Commencement Date). The Buyer agrees, acknowledges and undertakes that the Buyer shall, on and from the CAM Commencement Date, be liable for and pay the maintenance charges in relation to the Apartment as may be levied by the Association from time to time. It is made clear to the Buyer that the Buyer as a Member of the Association alongwith other members shall be liable to maintenance and operation of Common Areas of the Project.
- 4.2. The Buyer further agrees and acknowledges that the Buyer shall be responsible for all municipal rates and taxes (assessed or unassessed) for the said Apartment (including the land appurtenant thereto) from the CAM Commencement Date, whether levied or not, accrued or accruing in future, including any claims that may be raised by the concerned authorities at a later date
- 4.3. The Buyer agrees to maintain at the close of each financial year ending on 31st March the sinking fund with the Association of Buyers computed on the basis of per square feet of the Apartment (which rate shall be uniformly applicable to all buyers at the Complex). The quantum of deposit may be altered by the Association of Buyers and the Buyer undertakes to abide by the same.



- 4.4. As and when any plant, machinery, equipment etc. within the Project including but not limited to lifts, DG sets, electric substation, pumps, firefighting equipment, etc. requires replacement, up-gradation, addition etc. the cost thereof shall be contributed by all the buyers / occupants of apartments at the Project / Complex, as the case may be, on pro-rata basis (i.e. in proportion to the Carpet Area of the Apartment to the total Carpet Area of all the apartments in the Project / Complex, as the case may be).
- 4.5. The service areas, as located within the Project, earmarked for purposes including but not limited to electric sub-station, transformers, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses. The Buyer shall not be permitted to use the services areas in any manner whatsoever, and the same shall be reserved for use by the Association of Buyers formed by the Buyers for rendering maintenance services.
- 4.6. The Buyer acknowledges that any Unsold Apartments in the Project shall not, for a period of 15 months from the Completion Date, be liable for any CAM or other charges. However the municipal rates and taxes shall be payable by the Promoter on such unsold apartments.

5. DEFECT LIABILITY:

- 5.1. It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Apartment Buyer's Agreement is brought to the notice of the Promoter within a period of 5 (five) years by the Buyer from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge.



5.2. However, the Promoter shall not be liable for rectification of defects in the following circumstances:

- (i) if the same has resulted due to any act, omission or negligence attributable to the Buyer or the Association or arises out of any non-compliance of any Applicable Laws or terms of this Deed, by the Buyer or the Association;
- (ii) the defects that are the result of ordinary wear and tear in due course; and
- (iii) Force Majeure;
- (iv) Defect occasioned by subsequent act of the Buyer or any third party;
- (v) Defect accruing due to non-maintenance or failure to take care and/or periodic maintenance;

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

Provided further that in case any such structural defect or any other defect in workmanship, quality or provision of services by the Promoter at the Project, reasonably and in the ordinary course requires additional time beyond the said 30 (thirty) days, then the Promoter shall be entitled to the same, provided an intimation thereof has been provided to the Buyer prior to expiry of the said



initial 30 (thirty) days. The Buyer hereby agrees to such additional time / extension of time without being entitled to / making any claim to receive appropriate compensation in the manner as provided under the Act and/or otherwise under the Applicable Laws.

6. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

- 6.1. The Promoter and thereafter the Association of Buyers shall have right of access to all Common Areas, garages/ covered parking and parking spaces for providing necessary maintenance services and the Buyer agrees to permit the Promoter and thereafter the Association of Buyers together with its men and agents, with or without material, to enter into the Apartment or any part thereof, after due notice and during the normal daytime hours, unless the circumstances warrant otherwise, with a view to set right any defect concerning the Building / Project and the Common Areas.

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

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



7.3. The Buyer shall observe all terms and conditions of this Conveyance Deed, and also those conditions, restrictions and other stipulations imposed in respect of the Project and shall also abide by the applicable building plans and other Applicable Laws applicable to the Apartment and /or the Project.

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

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



SCHEDULE I**(the said premises and/or Project Land)**

ALL THAT area of land 328.50 Satak comprised in or forming part of R.S. Dag Nos. 1425, 1455, 1456, 1457, 1458, 1459, 1461, 1462, 1494, 1495, 1496 and 1497 corresponding to L.R. Dag Nos 1438, 1469, 1470, 1471, 1472, 1473, 1475, 1476, 1509, 1510, 1511, and 1512 recorded vide L.R. Khatian Nos. 2783, 2781, 2785, 2804, 2780, 2812, 2802, 2811, 2775, 2776, 3518, 3520, 3521, 3522, 3523, 3524, 3525, 3526, 3527, 3528, 3529, 3530, 3531, 3532, 3533, 3534, 3535, 3536, 3537, 3538 AND 3539 comprised in in Mouza Elachi,, J.L. No. 70, P.S. Sonarpur, District South 24 Parganas, now being Holding No. 316 on Dr. B.C. Roy Road, Jagadal, Kolkata – 700 151 in ward no. 26 of Rajpur – Sonarpur Municipality, West Bengal,

And presently butted and bounded

On the NORTH : By R.S Dag No. 1424 & 1427
 On the EAST : By R.S. Dag No. 1465, 1464, 1460, 1492, 1493, 1498 & 1499
 On the SOUTH : By Municipality Road
 On the WEST : By R.S. Dag No. 1431, 1453, 1456(P) & 1455(P)

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

SCHEDULE II**[APARTMENT]**

ALL THAT Apartment being Residential Flat No., on the floor, Block-.....(including Balcony, if any) AS ALSO the Extended Terrace attached with the said residential flat, to contain by measurement sq ft super built up area more or less [which corresponds to sq. ft. built-up area (more or less) / sq. ft. carpet area (more or less) of the Apartment AND Square Feet (more or less) of the Extended Terrace] together with undivided proportionate share of the land underneath the said building wherein the said Apartment is located together with the undivided share or interest in



the common area, amenities and facilities more fully mentioned herein of the said Project ATRI AQUA.

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

**SCHEDULE III ABOVE REFERRED TO
PART - I**

[COMMON AREAS, AMENITIES AND FACILITIES IN THE PROJECT]

- 1 CCTV AND INTERCOM CONTROL ROOM
- 2 COMMUNITY HALL
- 3 GAMES ROOM + KIDS ZONE
- 4 GYM
- 5 INTERCOM IN FLATS
- 6 INTERCOM AND CCTV IN ALL COMMON AREAS
- 7 TV SETELLITE CONNECTION
- 8 TODDLERS ROOM
- 9 LIBRARY, PAINTING ROOMS,
- 10 ACTIVITY CENTRE SHALL BE VERY HAPPENING DESIGN.
- 11 WATER FOUNTAIN
- 12 BADMINTON/TENIS COURT AND YOGA SPACE SHALL BE PROVIDED INSIDE THE PROJECT.
- 13 FLOWERS & FRUIT GARDEN
- 14 SWIMMING POOL
- 15 KIDS PLAY AREA
- 16 DECORATIVE POND AREA
- 17 JOGGING AND WALKING SPACE
- 18 ELDERS GARDEN
- 19 ADDA GARDEN
- 20 LANDSCAPE
- 21 MAINTANCE OFFICE



- 22 SECURITY CHANGE ROOM
- 23 SERVANT TOILETS
- 24 STORE
- 25 IRON ZONE
- 26 LAUNDRY ZONE
- 27 WATER FILTER PLANT
- 28 24 HOUR POWER BACKUP(GENERATOR)
- 29 TRANSFORMER
- 30 VEGETABLE GARDEN
- 31 OUTDOOR GYM
- 32 WORK STATION
- 33 BUILDERS OWNED 2000SQ. FT
- 34 DEPARTMENTAL STORE
- 35 RAIN WATER HARVESTING
- 36 UGR
- 37 SEWERAGE TREATMENT PLANT
- 38 WASTE MANAGEMENT
- 39 AMPI THEATRE
- 40 FOREST
- 41 MINI THEATRE
- 42 SPA
- 43 CRECHE
- 44 AMBULANCE
- 45 WHEEL CHAIRS
- 46 FACILITIES FOR OLD AGE PEOPLE



PART – II
SPECIFICATIONS

Structure:	Door:	Windows:
<ul style="list-style-type: none"> RCC Foundation as per Geotechnical Engineer's recommendation 	<ul style="list-style-type: none"> Good quality flushed door 	<ul style="list-style-type: none"> Sliding aluminium windows with white glass panel
Floors:	Toilets:	Kitchen:
<ul style="list-style-type: none"> Entrance Lobby – Elegantly designed with tiles Floor Lobby – Ceramic tiles Flat interiors – Vitrified tiles Master Bedroom – Wooden finish tiles 	<ul style="list-style-type: none"> Floor - Anti skid Ceramic tiles Wall - Ceramic tiles up to dado height Concealed hot and cold-water pipe system in shower and Basin White Sanitary ware of reputed brand Chrome plated Fittings of reputed brand 	<ul style="list-style-type: none"> Counter Table with Granite top and Stainless-steel sink Ceramic tiles up to 2 (two) feet above the counter
Elevator:	Electrical Installations:	Walls & Finishing:
<ul style="list-style-type: none"> Adequate elevators by reputed makers in each Block 	<ul style="list-style-type: none"> Concealed copper wiring with Modular switches Adequate light and power points Standard main Distribution Box (DB) TV / Telephone points AC point in all bedrooms 	<ul style="list-style-type: none"> Internal – 5'3" Brick walls with Plaster of Paris finish External – 8" Brick walls plastered with high quality weather coat paint



SCHEDULE IV**(Common Expenses)**

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



SCHEDULE V

COVENANTS, OBLIGATIONS, RESTRICTIONS RIGHTS AND DUTIES OF THE BUYER

In connection with the use and enjoyment of the said Apartment, the Allottee shall observe the following negative covenants: -

- (i) Not to throw any rubbish or store any article or combustibles goods in the Common Areas save to such extent and at such place or places if any as may be specified and/or permitted.
- (ii) Not to carry on any obnoxious noisy offensive illegal or immoral activity in the said Apartment.
- (iii) Not to damage or demolish any part or portion of the said Apartment.
- (iv) Not to claim any right over and in respect of any open space not forming part of the Common Areas.
- (v) Not to hang any article in the open space outside the said Apartment.
- (vi) Not to install any machinery which may cause or likely to cause any vibration in the said Building.
- (vii) Not to install any air-conditioning machine having projection over any part or portion of the Common Passage.
- (viii) Not to do anything in the said Unit which may lead to increase in insurance premium of the Building.
- (ix) Not to cause any nuisance or annoyance to the co-purchasers and/or lawful occupants of other portions of the Building.
- (x) Not to install any private generator for the purpose of obtaining supply of electricity to the said Apartment.
- (xi) Not to make any addition or alteration in the said Apartment including opening or closing of any window or wall without prior consent of the Lead Vendor or the Association.
- (xii) Not to close the verandah or staircase landings or make any alteration in the building elevation of the Building.
- (xiii) Not to decorate or paint or otherwise alter the exterior of the Building or



Common Areas of the Building including elevation of the Building in any manner save in accordance with the general scheme thereof as specified by the Lead Promoter or the Association.

- (xiv) Not to do anything whereby the other co-allottees are obstructed or prevented from enjoyment of their respective units.
- (xv) Not to claim any right in any other part of the Building or the Building Complex save as may be necessary for ingress and egress of men, materials, utilities, pipes, cables and lines to be installed in the said Apartment and in particular not to claim any right to any space or store-room or terrace save as is expressly granted.
- (xvi) Not to display or affix any neon sign or sign-board on any outer wall of the Building or the common areas.
- (xvii) Not to claim any partition or sub-division of the Entire Land or the Plinth area or the Common areas and not to partition the said Unit by metes and bounds.
- (xviii) Not to erect any building or structures on the Common Areas.
- (xix) Not to store any goods of hazardous or combustible nature or goods which are too heavy and which may affect the construction or structure of the Building;
- (xx) Not to demolish, puncture, cut, groove, tamper with or reduce the width of any RCC structure, namely, columns, beams or slabs or the load bearing walls in any manner
- (xxi) Not to construct or raise any mezzanine or additional floor in the Apartment.
- (xxii) Not to take any wire or cable from outside the building/apartment to any part or portion of the apartment for any purpose.
- (xxiii) Not to paint the balcony with any colour other than white colour.
- (xxiv) The Allottee shall also observe, comply with and perform the following covenants and stipulations:
- (xxv) To use the Apartment only for residential purpose and not for any commercial purpose ;



- (xxvi) To keep the said Apartment in a good state of repairs and condition.
- (xxvii) To permit the office bearers and agents of the Maintenance Agent or the Association with or without workmen at all reasonable time and upon twenty four hours previous notice in writing, save in case of emergency, to enter upon the said Apartment and any every part thereof to view and inspect the state and condition thereof and to take notice of all defects decay and want of repairs that may be found.
- (xxviii) To repair and make good all such defects decays and want of repair to the said Apartment at its costs within 15 days from the date of receipt of such notice.
- (xxix) To allow the allottees of other units in the Building or the Building Complex the rights easements and/or quasi-easements.
- (xxx) To observe the rules and regulations framed by the Lead Promoter or the Association of the Building Complex regarding the manner of the use of the said Apartment and the Common Areas.
- (xxxi) To sign all papers and documents and give his consent as and when required by the Promoters for obtaining sanction of plan for making any addition or alteration in the Common Areas.



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

SIGNED SEALED AND DELIVERED

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

SIGNED SEALED AND DELIVERED

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

SIGNED SEALED AND DELIVERED

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



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

MEMO OF CONSIDERATION

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

For _____,

(Constituted Attorney)

Witnesses:

1.

2.

Drafted by me

(Aditya Kanodia)
 Advocate, High Court, Calcutta
 Enrolment No. : WB/1486/2006

