

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is executed on this the _____ day of _____, **TWO THOUSAND AND TWENTY-FOUR(2024)**.

-BETWEEN-

1. SRI PRAHLAD ROY GOENKA, [PAN No. **ADXP9161A] son of Late Onkar Mal Goenka, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at 159, Rabindra Sarani, Burrabazaar, Police Station - Burrabazar, Kolkata - 700007, **2. SMT. POOJA GOENKA**[PAN No. **ANBPK4750F**] wife of Sri. Gagan Goenka, by faith - Hindu, by Occupation - Housewife, by Nationality - Indian, residing at 21/1, Mandeville Gardens, Ballygunj, Police Station - Gariahat, Kolkata - 700019, **3. GAGAN GOENKA HUF** represented by **KARTA, SRI. GAGAN GOENKA**, [PAN No. **AHCPG6839N**] son of Sri. Prahlad Roy Goenka, by faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at 21/1, Mandeville Gardens, Ballygunj, Police Station - Gariahat, Kolkata - 700019, **4. SMT. NIRMALA DEVI GOENKA**[PAN No. **AEAPG1656G**] wife of Sri. Prahlad Roy Goenka, by faith - Hindu, by Occupation - Housewife, by Nationality - Indian, residing at 21/1 Mandeville Gardens, Ballygunj, Police Station - Gariahat, Kolkata - 700019 and **5. SRI. GAGAN GOENKA**[PAN No. **AHCPG6839N**] son of Prahlad Roy Goenka, by faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at 21/1 Mandeville Gardens, Ballygunj, Police Station - Gariahat, Kolkata**

– 700019, hereinafter jointly called and referred to as the “**OWNERS**” (which expression shall mean and include unless excluded by or repugnant to the context their respective heirs, executors, successors, legal representatives, administrators and assigns) of the **FIRST PART**.

The Owners herein are represented by their **Constituted Attorney** namely **SRI. PRAHLAD ROY GOENKA**[PAN No. **ADXPG9161A**] son of Late Onkar Mal Goenka, by Faith - Hindu, by Occupation - Business, by Nationality – Indian, residing at 159, RabindraSarani, Burrabazaar, Police Station - Burrabazar, Kolkata – 700007, by virtue of a Power of Attorney dated 06.09.2022, registered in the office of the A.R.A.-II, Kolkata and recorded in Book No. I, Volume No. 1902-2022, Pages from 373888 to 373911, being No.190210583 for the year 2022.

AND

ONKAR GROUP, a proprietorship firm having its registered office at 159, RabindraSarani, Burrabazaar, Police Station - Burrabazar, Kolkata – 700007, represented by its proprietor namely **SRI. PRAHLAD ROY GOENKA**[PAN No. **ADXPG9161A**] son of Late Onkar Mal Goenka, by Faith - Hindu, by Occupation - Business, by Nationality – Indian, residing at 159, RabindraSarani, Burrabazaar, Police Station - Burrabazar, Kolkata – 700007, hereinafter called and referred to as the “**DEVELOPER**” (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include its successors-in-interest and assigns) of the **SECOND PART**.

-AND-

[If the Allottee is a company]

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhaar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhaar no. _____) authorized vide _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr./Ms. _____, (Aadhaar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhaar no. _____) son of _____, aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART.**

WHEREAS :-

1. Prahlad Roy Goenka, the Owner No.1 herein, is the absolute owner and seized and possessed of and/or otherwise well and sufficiently entitled to

ALL THAT piece and parcel of land measuring (i) 1.10 decimals comprised in L.R. Dag No. 904, (ii) 1.10 decimals comprised in L.R. Dag No. 904, (iii) 10 decimals comprised in L.R. Dag No. 905, (iv) 14.50 decimals comprised in L.R. Dag No. 937 and (v) 0.12 decimals comprised in L.R. Dag No. 937, total area of land measures **26.82 decimals** more or less, together with the structures standing thereon, under L.R. Khatian Nos. 10585 and 10590, J.L. No. 119 in Mouza - Viringi, Police Station – Durgapur, within the limits of Durgapur Municipal Corporation, District - PaschimBardhaman.

2. Smt. Pooja Goenka, the Owner No. 2 herein, is the absolute owner and seized and possessed of and/ or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring (i) 2.20 decimals comprised in L.R. Dag No. 904, (ii) 11 decimals comprised in L.R. Dag No. 915, (iii) 14.60 decimals comprised in L.R. Dag No. 915, (iv) 16.20 decimals comprised in L.R. Dag No. 916, (v) 32 decimals comprised in L.R. Dag No. 925, (vi) 27 decimals comprised in L.R. Dag No. 926, (vii) 38.50 decimals comprised in L.R. Dag No. 926, (viii) 0.14 decimals comprised in L.R. Dag No. 934, (ix) 0.29 decimals comprised in L.R. Dag No. 934, (x) 14 decimals comprised in L.R. Dag No. 936, (xi) 0.025 decimals comprised in L.R. Dag No. 937, (xii) 5 decimals comprised in L.R. Dag No. 937, (xiii) 22.80 decimals comprised in L.R. Dag No. 944, (xiv) 3.60 decimals comprised in L.R. Dag No. 944, (xv) 14 decimals comprised in L.R. Dag No. 946 and (xvi) 45 decimals comprised in L.R. Dag No. 924, total area of land measures **246.355 decimals** together with the structures standing thereon, under L.R. Khatian Nos. 10588, 10591 and 10592, J.L. No. 119, in Mouza – Viringi, Police Station - Durgapur, within the limits of Durgapur Municipal Corporation, District - PaschimBardhaman.
3. GaganGoenka H.U.F., the Owner No. 3 herein, is the absolute owner and seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring (i) 0.30 decimals comprised in L.R. Dag No. 801, (ii) 8 decimals comprised in L.R. Dag No. 801, (iii) 0.30 decimals comprised in L.R. Dag No. 801, (iv) 8 decimals comprised in L.R. Dag No. 801, (v) 16.10 decimals comprised in L.R. Dag No. 904, (vi) 16.10 decimals comprised in L.R. Dag No. 904, (vii) 0.114 decimals comprised in L.R. Dag No. 915, (viii) 6.40 decimals comprised in L.R. Dag No. 915, (ix) 0.30 decimals comprised in L.R. Dag No. 916, (x) 9 decimals comprised in

L.R. Dag No. 922, (xi) 8.30 decimals comprised in L.R. Dag No. 923, (xii) 8.30 decimals comprised in L.R. Dag No. 923, (xiii) 2.50 decimals comprised in L.R. Dag No. 937, (xiv) 2.50 decimals comprised in L.R. Dag No. 937 and (xv) 9.90 decimals comprised in L.R. Dag No. 944, total area of land measures **96.114 decimals** more or less together with the structures standing thereon, L.R. Khatian Nos. 105857 and 10589 J.L. No. 119 in Mouza – Viringi, Police Station - Durgapur within the limits of Durgapur Municipal Corporation, District - PaschimBardhaman.

4. Smt. Nirmala Devi Goenka, the Owner No. 4 herein, is the absolute owner and seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring 34 decimals comprised in L.R. Dag No. 904 and 14 decimals comprised in L.R. Dag No. 905, total area of land measures **48 decimals** more or less together with the structures standing thereon, under L.R. Khatian No. 10593, J.L. No. 119 in Mouja – Viringi, Police Station – Durgapur, within the limits of Durgapur Municipal Corporation, District - PaschimBardhaman.
5. Sri GaganGoenka, the Owner No. 5 herein, is the absolute owner and seized and possessed of the and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring (i) 0.30 decimals comprised in L.R. Dag No. 801, (ii) 8 decimals comprised in L.R. Dag No. 801, (iii) 40 decimals comprised in L.R. Dag No. 915 and (iv) 2 decimals comprised in L.R. Dag No. 908, total area of land measures **50.30 decimals** more or less together with the structures standing thereon, L.R. Khatian Nos 10587 and 10589, J.L. No. 119 in Mouja - Viringi Police Station – Durgapur, within the limits of Durgapur Municipal Corporation, District - PaschimBardhaman.
6. The Owners herein became the joint owners by virtue of the following deeds:
 - Owner No. 1 herein:
 - 1-04616/2013
 - 1-05805/2013
 - Owner No. 2 herein:
 - 1-02535/2013;
 - 1-02544/2013;
 - 1-02545/2013;
 - 104364/2013;
 - 1-02540/2013.
 - Owner No. 3 herein:

- 1-04365/2013.
- Owner No. 4 herein:
 - 1-02539/2013.
- Owner No. 5 herein:
 - 1-05803/2013;
 - 1-02537/2013;
 - 1-02542/2013.

The Above mentioned Deeds are registered in the office of ADSR, Durgapur.

7. The Owners herein are joint, absolute and lawful owners of **ALL THAT** piece and parcel of land measuring 687.90 decimals more or less together with structures standing thereon comprised in L.R. Dag Nos. 801, 904, 905, 908, 915, 916, 922, 923, 924, 925, 926, 934, 936, 937, 944 and 946 under L.R. Khatian Nos. 105857, 10585, 10587, 10588, 10589, 10590, 10591, 10592 and 10593, J.L. No. 119 in Mouja - Viringi Police Station – Durgapur, within the limits of Durgapur Municipal Corporation, District - PaschimBardhaman, West Bengal, and hereinafter referred to as the “**said Premises**” and morefully and particularly described in the **Schedule A** hereunder written and have been enjoying the same peacefully, freely, absolutely and without any interruptions from any corner whatsoever and paying usual rents and taxes to the proper authorities concerned in his own name as the absolute sole owner and possessor and have the absolute power of ownership and also entitle to sell, gift, lien, mortgage, assign the same to anybody else in any way as they will think fit and proper. West Bengal, and hereinafter referred to as the “**said Premises**” and morefully and particularly described in the **Schedule A** hereunder written and have been enjoying the same peacefully, freely, absolutely and without any interruptions from any corner whatsoever and paying usual rents and taxes to the proper authorities concerned in his own name as the absolute sole owner and possessor and have the absolute power of ownership and also entitle to sell, gift, lien, mortgage, assign the same to anybody else in any way as he will think fit and proper West Bengal, and hereinafter referred to as the “**said Premises**” and morefully and particularly described in the **Schedule A** hereunder written and have been enjoying the same peacefully, freely, absolutely and without any interruptions from any corner whatsoever and

paying usual rents and taxes to the proper authorities concerned in his own name as the absolute sole owner and possessor and have the absolute power of ownership and also entitle to sell, gift, lien, mortgage, assign the same to anybody else in any way as he will think fit and proper West Bengal, and hereinafter referred to as the “**said Premises**” and morefully and particularly described in the **Schedule A** hereunder written and have been enjoying the same peacefully, freely, absolutely and without any interruptions from any corner whatsoever and paying usual rents and taxes to the proper authorities concerned in his own name as the absolute sole owner and possessor and have the absolute power of ownership and also entitle to sell, gift, lien, mortgage, assign the same to anybody else in any way as he will think fit and proper West Bengal, and hereinafter referred to as the “**said Premises**” and morefully and particularly described in the **Schedule A** hereunder written and have been enjoying the same peacefully, freely, absolutely and without any interruptions from any corner whatsoever and paying usual rents and taxes to the proper authorities concerned in his own name as the absolute sole owner and possessor and have the absolute power of ownership and also entitle to sell, gift, lien, mortgage, assign the same to anybody else in any way as he will think fit and proper. Now, the Owners intend to develop the part property more fully described in the **Schedule B**, herein under written.

8. The Owners and the Developer herein have entered into Development Agreement dated 22nd September, 2023, registered in the office of the Additional District Sub-Registrar, Kulti and recorded in Book No. I, Volume No. 2306-2023, Pages from 166853 to 166904, being No. 230609272 for the year 2023, for the purpose of construction of multi-storied building on the said premises and according to other terms and conditions as contained therein.
9. Further, the Owners herein appointed the Developer herein as his Constituted Attorney by virtue of a Development Power of Attorney after Registered Development Agreement dated 06.09.2022, registered in the office of the A.R.A.-II, Kolkata and recorded in Book No. I, Volume No. 1902-2022,

Pages from 373888 to 373911, being No.190210583 for the year 2022 according to the terms and conditions contained therein.

10. The Owners and the Developer pursuant to the Development Agreement duly commenced the construction of multi-storied buildings consisting of several commercial apartments, in accordance with the building **Sanction Building Plan No.** CB/N347/16, **dated 11/06/2021**, duly issued by Durgapur Municipal Corporation, in respect of the project known as **'ONKAR BLISS'**.

11. The Developer has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority **at KOLKATA on _____ under registration no. _____.**

12. While in the course of construction the Developer invited offers for purchase of self-contained units/apartments and the Purchasers herein offered to purchase **ALL THAT** the **APARTMENT NO.** _____, on the _____ **Floor** of the building being **Block-**_____, containing by estimation an area of _____ (**_____**) **Square Feet** more or less (**Carpet Area**) excluding balcony area of _____ (**_____**) **Square Feet** more or less appertaining to _____ (**_____**) **Square Feet** more or less (**Super Built Up Area**), flooring _____ along with garage / closed parking no. _____ admeasuring _____ square feet in the _____ situate at the Project known as **'ONKAR BLISS'**, hereinafter referred to as the said **"UNIT"** more particularly described in the **SCHEDULE** Chereunder written, constructed on the premises stated in the Schedule B hereunder written **TOGETHER WITH** undivided, impartible proportionate share of land underneath the said Block **TOGETHER WITH** all other easement and common rights over common passages and common facilities and amenities attached to and available with all other units in the building at and for a total consideration of the said unit sum of **Rs.** _____ **/- (Rupees _____) only.**

13. The said Unit is now since completed and the Purchasers have duly satisfied themselves as to the constructions, measurements, materials used, workmanship, the scheme of the Project and upon such satisfaction have now proceeded to have the Deed of Conveyance executed in their favour.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-

In total consideration of the sum of **Rs.** _____ /- (**Rupees** _____) **only** paid by the Purchasers herein to the Developer (receipt whereof the Developer hereby by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the Purchasers) the Owners and Owner and/or Developer doth hereby sell, transfer and convey unto and in favour of the Purchasers herein the said Unit purchased **ALL THAT** the **APARTMENT NO.** _____, on the _____ **Floor** of the building being **Block-**_____, containing by estimation an area of _____ (_____) **Square Feet** more or less (**Carpet Area**) excluding balcony area of _____ (_____) **Square Feet** more or less appertaining to _____ (_____) **Square Feet** more or less (**Super Built Up Area**), flooring _____ along with garage / closed parking no. _____ admeasuring _____ square feet in the _____, situate at the Project known as '**ONKAR BLISS**', constructed on the premises stated in the Schedule B hereunder written **TOGETHER WITH** undivided, impartible proportionate share of land underneath the said Block **TOGETHER WITH** all other easement and common rights over common passages and common facilities and amenities attached to and available with all other units in the building (morefully and more particularly described in the **SCHEDULE C**) lying and situated at and upon the Premises described in the **SCHEDULE B** hereunder written **TOGETHER WITH ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto And **ALL** the estate, right, title, Interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Owners and/or Developer to the said piece of land and over the premises hereby conveyed and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the Purchasers absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and

that may become chargeable and payable from time to time hereafter In respect of the same to the Government or any other public body or local authority in respect thereof and the Owners and/or Developer assure that The Purchasers shall be entitled to the rights, benefits and privileges attached to the said unit and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land) and in common areas (excluding the roof/terrace) and common facilities in the building for the use occupation and enjoyment of the said unit as detailed in **SCHEDULE D** hereunder written and the Purchasers shall be liable to pay the Purchaser/s shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of maintenance, repair, renew, redecoration etc. of the common spaces as detailed in the **SCHEDULEE** hereunder written.

THE OWNERS and/or DEVELOPER COVENANT WITH THE PURCHASERS AS FOLLOWS:-

1. The Purchasers may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said Unit and/or Unit and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for their own uses and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from the Owners and/or Developer herein or their successors or any of them or by any person or persons claiming or to claim, from, under or in trust for them or any of them.
2. The Purchasers shall hold the said Unit and/or Unit free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owners and/or Developer and well and sufficiently saved, defended kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owners and/or Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for them.
3. The Purchasers shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to anyone without the consent of the Owners and/or Developer or any other Co-owner who may have acquired before and who may hereafter acquire any right,

title and interest similar to those acquired by the Purchasers under the terms of this conveyance.

4. The Owners and/or Developer doth hereby further covenant with the Purchasers that the Purchasers may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said Unit and/or Unit and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for their own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by the Owners and/or Developer or their heirs or anyone of them or by any person or persons claiming or to claim, from, under or in trust for him or anyone of them.
5. The Owners and/or Developer and all persons having or claiming any estate, right, title or Interest In the said Unit and/or Unit and premises hereby conveyed or any part thereof by, from under or in trust for the Owners and/or Developer or their heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the Purchasers in the manner aforesaid as by the Purchasers, their heirs, executors or administrators and assigns shall be reasonably required.

THE PURCHASERS COVENANT/S WITH THE OWNERS AND/OR DEVELOPER AS FOLLOWS:-

1. The Purchasers admits and accepts that the **OWNERS AND/OR DEVELOPER** and/or their employees and/or agents and/or contractors shall be entitled to use and utilize the Common Portions and the building Common Portions for movement of building materials and for other purposes as may become necessary for completing the Construction of the building thereof and the Purchasers shall not raise any objection in any manner whatsoever with regard thereto.
2. The Purchasers consents to be a member of the Association of Unit Owners to be formed by the Owners of **UNIT AND/OR UNIT** in the building for which

Purchasers agrees and covenants:

- i) To Co-Operate with The Other Co-Purchaser/s and the **OWNERS AND/OR DEVELOPER** /and /or the Association of Unit Owners in The Management and Maintenance of The Block/Complex/Project.
- ii) **TO OBSERVE** the rules framed from time to time by the **OWNERS AND/OR DEVELOPER** and /or the Association of Unit Owners for quiet and peaceful enjoyment of the Complex as a decent place for living.
- iii) **TO ALLOW** the **OWNERS AND/OR DEVELOPER** and /or the Association of Unit Owners with or without workmen to enter into the said **UNIT AND/OR UNIT** for the purpose of maintenance and repairs.
- iv) **TO PAY** and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for and/or in respect of the said building including those mentioned in the **SCHEDULEE** hereunder written proportionately for the building and/or common parts/areas and wholly for the said **UNIT AND/OR UNIT** and/or to make deposit on account thereof in the manner mentioned hereunder to or with the **OWNERS AND/OR DEVELOPER** and upon the formation of the association of Unit Owners. Such amount shall be deemed to be due and payable on and from the **DATE OF POSSESSION** irrespective of the Purchasers taking actual possession of the said **UNIT AND/OR UNIT** at a later date or the said **UNIT AND/OR UNIT** has been taken possession of or not by the Purchasers.
- v) **TO DEPOSIT** the amounts reasonably required with the **OWNERS AND/OR DEVELOPER** and upon the formation with the association of Unit Owners as the said case may be towards the liability for the rates and taxes and other outgoings.
- vi) **TO PAY** charges for electricity in or relating to the said **UNIT AND/OR UNIT** wholly and proportionately relating to the **COMMON PORTIONS**.
- vii) **NOT TO** sub-divide the said **UNIT AND/OR UNIT**.
- viii) **NOT TO** do any act deed or thing or obstruct the further construction or completion of the said building in any manner whatsoever and notwithstanding any temporary construction in the Purchasers

enjoyment of the said **UNIT AND/OR UNIT**.

- ix)** **NOT TO** throws dirt, rubbish or other refuse or permits the same to be thrown or accumulated in the said building and/or compound or any portion of the building.
- x)** **NOT TO** store or bring and allow to be stored and brought in the said **UNIT AND/OR UNIT** any goods or hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of the building, any fittings or fixtures thereof including windows, floors etc. in any manner.
- xi)** **NOT TO** hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- xii)** **NOT TO** fix or install air conditions in the said **UNIT AND/OR UNIT** save and except at the places which have been specified in the said **UNIT AND/OR UNIT** for such installation.
- xiii)** **NOT TO** do or cause anything to be done in or around the said **UNIT AND/OR UNIT** which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said **UNIT AND/OR UNIT** or adjacent to the said **UNIT AND/OR UNIT** or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- xiv)** **NOT TO** damage or demolish or cause to be damaged or demolished the said **UNIT AND/OR UNIT** or any part thereof or the fittings and fixtures affixed thereto.
- xv)** **NOT TO** close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences, of external doors and windows of the said **UNIT AND/OR UNIT** which in the opinion of the **OWNERS AND/OR DEVELOPER** differs from the colour scheme of the building or deviation or which in the opinion of the **OWNERS AND/OR DEVELOPER** may affect the elevation in respect of

the exterior walls of the said building.

- xvi) NOT TO** installs grill the design of which have not been suggested or approved by the Architect of the Developer.
- xvii) NOT TO** do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said **UNIT AND/OR UNIT** or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- xviii) NOT TO** raise any objection whatsoever to the **OWNERS'/DEVELOPER'S** dealing with all the unsold and open areas in the Complex in the manner as deemed fit and proper by the **OWNERS AND/OR DEVELOPER** subject to approval by the concerned authority.
- xix) NOT TO** make in the said **UNIT AND/OR UNIT** any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the **OWNERS AND/OR DEVELOPER** and/or any concerned authority.
- xx) NOT TO** raise any objection as and when the Owners and/or Developer erects, install, fix, mount hoarding, neon sign board, signage, mobile towers etc at any place /location/roof of any block within the project and not to claim any right over the revenue arising out of such erection, installation, fixing, mounting of hoardings, neon sign boards, signages, mobile towers etc and for the purpose not to block the free access to any/all such installations.
- xxi) NOT TO claim** any right whatsoever over and in respect of the **COMMON PARTS AND PORTIONS** in other Block/s and/or **COMMON PARTS AND PORTIONS** in the Complex.
- xxii) TO ABIDE** by such building rules and regulations as may be made applicable by the **OWNERS AND/OR DEVELOPER** before the formation of the and /or the Association of Unit Owners and after the and /or the Association of Unit Owners is formed.
- xxiii) NOT TO** make or cause, any objection interruption interference hindrance, obstruction or impediment for any **reason** or in any manner

whatsoever relating to the Project or the construction and completion of the Building/s by the Owners and/or Developer herein including any further constructions, additions or alterations that may be made from time to time.

- xxiv) NOT TO** claim partition of its undivided right, title and interest in the land attributable to the said **UNIT AND/OR UNIT**.
- xxv) NOT TO** claims any right over and in respect of any other Units and/or the roof and/or open spaces and/or Common Parts and Portions of other Block/s and not to object to the Owners and/or Developer exercising its right to deal with the same.
- xxvi) NOT TO** place any signboard, hoarding, and signage on the outer and / or inner wall except a reasonably sized nameplate outside the main door to the **UNIT AND/OR UNIT**.
- xxvii)** To pay GST at the applicable rates and /or any enhancement thereof at any point in time in addition to the consideration amount.

SCHEDULE "A" ABOVE REFERRED TO
DESCRIPTION OF THE PREMISES

ALL THAT piece and parcel of land measuring 687.90 decimals more or less together with structures standing thereon comprised in L.R. Dag Nos. 801, 904, 905, 908, 915, 916, 922, 923, 924, 925, 926, 934, 936, 937, 944 and 946 under L.R. Khatian Nos. 105857, 10585, 10587, 10588, 10589, 10590, 10591, 10592 and 10593, J.L. No. 119 in Mouja - Viringi Police Station – Durgapur, within the limits of Durgapur Municipal Corporation, District - PaschimBardhaman, West Bengal,

SCHEDULE B ABOVE REFERRED TO
DESCRIPTION OF THE PHASE-I PREMISES

ALL THAT piece and parcel of land measuring 189decimals more or less together with structures standing thereon comprised in L.R. Dag Nos. 915, 916, 923,922 and 937 under L.R. Khatian Nos. 10590, 10593, 10589 and 10588, J.L. No. 119 in

8. Tube-well, water pump, overhead water tanks and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
9. Electrical sub-station, electrical wiring, meters and fittings and fixtures for lighting the staircases lobby and other common areas (excluding those as are installed for any particular unit) and space required therefor.
10. Central fire fighting equipment and installations.
11. Aluminum/wooden windows doors grills and other fittings of the common areas of the premises.
12. Generators its installation and its allied expenses and room.
13. Lift and their accessories, installations and space required therefore.
14. Central antenna, inter-corns and their installations.
15. Such other common parts, areas, equipment installations and fixtures, fittings covered and open spaces, in or about the Said Premises and/or building as are necessary for passages to or use and occupancy of the unit! Apartment save and except all open spaces and portions of the building shall absolutely belong to the owners who shall be absolutely entitled to deal with or transfer the same without any objection or interference from the Unit-Owner or any person claiming through him.

SCHEDULE "E" ABOVE REFEREED TO

(Common Expenses/Maintenance Charges)

1. All costs of maintenances, operations, repairs replacements, services, and white washing painting rebuilding reconstructing decorating, redecorating of all other common area/parts, its fixtures fittings electrical wiring and equipment in under or upon the building enjoyed or used in common by the occupiers of the building.
2. The salaries and other expenses incurred for and payable to any person employed for common purpose including security, electrician, maintenance, plumber, administration of the building, accountants, Clerks, gardeners. Sweepers, liftman etc.
3. Insurance premium for insuring the Said Building and every part thereof against earthquake, damages, fire, lightning mob violence, civil commotion etc. If insured.

4. Expenses for suppliers of common utilities including electricity, water charges etc. payable to the concerned authorities, and/or organisation and payment of all charges including thereto.
5. Sinking fund and other contributions.
6. Municipal and all other rates and taxes and levies and all other outgoing save those which would be separately assessed or incurred in respect of any Unit or Portion of land.
7. Cost of establishment and operational charges of the builder of the Association or the Co-Operative Society or Private Limited Company relating to common purpose.
8. Electricity expenses for lighting all the common areas, outer walls of the building parking space and for operation of all the common parts.
9. Operational cost of central Antenna/inter-com.

All such other expenses and outgoing as are deemed by the builder and/or the Association or Private Limited Company to be necessary for or incidental to for replacement, renovation painting and/or repainting of the common parts/areas outer walls of the building.

IN WITNESS WHEREOF the Parties hereto have set and subscribe their respective hands and seal hereunto this the day, month and year first above written.

SIGNED SEALED AND DELIVERED by the

OWNERS, DEVELOPER and

PURCHASERS at _____ in the

presence of:

WITNESS:

1.

**AS THE CONSTITUTED ATTORNEY HOLDER
SIGNATURE OF THE OWNER**

2.

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASERS

RECEIPT

RECEIVED from the within named Purchasers the within mentioned sum **Rs. _____/- (Rupees _____)only** by way of total consideration money as per Memo below :-

MEMORANDUM OF CONSIDERATION

Sl.No.	Date	Cheque No.	Bank	Amount (in Rs.)
			TOTAL	_____/-

(Rupees _____)only.

WITNESS:

1.

SIGNATURE OF THE DEVELOPER

2.

Deed prepared and Drafted by:-