

Convey/MASTER

DEED OF CONVEYANCE

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

AMONGST

(1) **M/S. JUPITER DEVELOPERS**, a partnership firm, having Income Tax Permanent Account No. (PAN) "**AAGFJ4322E**", having its Office at 238/126/3, Jessore Road, P.O. – Rajbari Colony, Police Station – Airport, Kolkata – 700 081, in the District of North-24-Parganas, represented by its Partner **MR. RANJIT BANERJEE** son of Late Mrigendra Chandra Banerjee, having Income Tax Permanent Account No. (PAN) "**ADXPB3534G**", by faith – Hindu, by occupation – Business, residing at 5/2/6/1, Mall Road, Post Office – Mall Road, Police Station – Dum Dum, Kolkata – 700 080, in the District of North-24-Parganas, Indian Citizen, (2) **M/S. JUPITER**, a partnership firm, having Income Tax Permanent Account No. (PAN) "**AACFJ4060F**", having its Office at 238/126/3, Jessore Road, Post Office – Rajbari Colony, Police Station – Airport, Kolkata – 700 081, in the District of North-24-Parganas, represented by its Partner **MR. JAYANTA CHATTERJEE** son of Late Santosh Chatterjee, having Income Tax Permanent Account No. (PAN) "**ADAPC3060H**", by faith - Hindu, by occupation - Business, residing at 5/2/6/1, Mall Road, Post Office – Mall Road, Police Station – Dum Dum, Kolkata – 700 080, in the District of North-24-Parganas, Indian Citizen, (3) **GLF PROJECTS LIMITED**, a company under the Companies Act, 1956, having Income Tax Permanent Account No. (PAN) "**AACCG9874H**", having its Office at 23A, Netaji Subhash Road, Fourth Floor, Room No. 7A, Post Office – Kolkata GPO, Police Station – Hare Street, Kolkata – 700 001, represented by its Director **MR. ROSHAN LAL SINGHAL**, son of Late Chander Bhan Singhal, having Income Tax Permanent Account No. (PAN) "**ALCPS8734J**", by faith – Hindu, by occupation – Business, residing at 23A, Netaji Subhash Road, Fourth Floor, Room No. 7A, Post Office – Kolkata GPO, Police Station – Hare Street, Kolkata – 700 001, Indian Citizen, (4) **NICKY COMMERCIAL PRIVATE LIMITED**, a company under the Companies Act, 1956, having Income Tax Permanent Account No. (PAN) "**AAACN8443M**", having its

**For JUPITER DEVELOPERS
AND For JUPITER**

Ranjit Banerjee
Partner

Office at 23A, Netaji Subhash Road, Fourth Floor, Room No. 7A, Post Office – Kolkata GPO, Police Station – Hare Street, Kolkata – 700 001, represented by its Director **MR. ROSHAN LAL SINGHAL**, son of Late Chander Bhan Singhal, having Income Tax Permanent Account No. (PAN) "**ALCPS8734J**", by faith – Hindu, by occupation – Business, residing at 23A, Netaji Subhash Road, Fourth Floor, Room No. 7A, Post Office – Kolkata GPO, Police Station – Hare Street, Kolkata – 700 001, Indian Citizen, **(5) NITU DEVELOPERS PRIVATE LIMITED**, a company under the Companies Act, 1956, having Income Tax Permanent Account No. (PAN) "**AAECN1633P**", having its Office at Lauhati, Post Office – Lauhati, Police Station – Rajarhat, Kolkata – 700 135, represented by its Director **JAMAL UDDIN MOLLA** son of Mojambari Molla, having Income Tax Permanent Account No. (PAN) "**AIYPM1138K**", by faith – Muslim, by occupation – Business, residing at Village and Post Office – Lauhati, Police Station – Rajarhat, Kolkata – 700 135, Indian Citizen, **(6) JAMAL UDDIN MOLLA** son of Mojambari Molla, having Income Tax Permanent Account No. (PAN) "**AIYPM1138K**", by faith – Muslim, by occupation – Business, residing at Village and Post Office – Lauhati, Police Station – Rajarhat, Kolkata – 700 135, Indian Citizen, hereinafter collectively referred to as "**THE OWNERS**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective successors or successor-in-office/interest and/or assigns) of the FIRST PART. Vendors No. 3 to 6 represented by their Constituted attorney, **ANY ONE OF (1) MR. RANJIT BANERJEE** son of Late Mrigendra Chandra Banerjee, having Income Tax Permanent Account No. (PAN) "**ADXPB3534G**", by faith - Hindu by occupation - Business, residing at, 5/2/6/1, Mall Road, Post Office – Mall Road, Police Station – Dum Dum, Kolkata – 700 080, Indian Citizen, **(2) MR. JAYANTA CHATTERJEE** son of Late Santosh Chatterjee, having Income Tax Permanent Account No. (PAN) "**ADAPC3060H**", by faith – Hindu, by occupation – Business, residing at 5/2/6, Mall Road, Post Office – Mall Road, Police Station – Dum Dum, Kolkata – 700 080, Indian Citizen, Partners of **JUPITER DEVELOPERS**, a partnership firm, having Income Tax Permanent Account No. (PAN) "**AAGFJ4322E**", having its Office at 238/126/3, Jessore Road, P.O. – Rajbari Colony, Police Station – Airport, Kolkata – 700 081, in the District of North-24-Parganas, by Three Nos. Registered Power of Attorney which was registered in the office of The Additional Registrar of Assurances - IV, Kolkata on 25.02.2021 and recorded in Book No. I, Volume No. 1904-2021, Pages 82531 to 82571, Being No. 190401416 for the year 2021 and recorded in Book No. I, Volume No. 1904-2021, Pages 82608 to 82653, Being No. 190401418 for the year 2021 and recorded in Book No. I, Volume No. 1904-2021, Pages 82654 to 82683, Being No. 190401419 for the year 2021.

AND

(1) **JUPITER DEVELOPERS**, a partnership firm, having Income Tax Permanent Account No. (PAN) "**AAGFJ4322E**", having its Office at 238/126/3, Jessore Road, P.O. – Rajbari Colony, Police Station – Airport, Kolkata – 700 081, in the District of North-24-Parganas, (2) **JUPITER**, a partnership firm, having Income Tax Permanent Account No. (PAN) "**AACFJ4060F**", having its Office at 238/126/3, Jessore Road, Post Office – Rajbari Colony, Police Station – Airport, Kolkata – 700 081, in the District of North-24-Parganas, represented by their **ANY ONE OF** Partner (1) **MR. RANJIT BANERJEE** son of Late Mrigendra Chandra Banerjee, having Income Tax Permanent Account No. (PAN) "**ADXPB3534G**", by faith - Hindu by occupation - Business, residing at, 5/2/6/1, Mall Road, Post Office – Mall Road, Police Station – Dum Dum, Kolkata – 700 080, Indian Citizen, (2) **MR. JAYANTA CHATTERJEE** son of Late Santosh Chatterjee, having Income Tax Permanent Account No. (PAN) "**ADAPC3060H**", by faith – Hindu, by occupation – Business, residing at 5/2/6, Mall Road, Post Office – Mall Road, Police Station – Dum Dum, Kolkata – 700 080, Indian Citizen, hereinafter collectively referred to as "**THE PROMOTERS**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective successors or successor-in-office/interest and/or assigns) of the **SECOND PART.**

AND

(1) son of, having Income Tax Permanent Account No. (PAN) ".....", by faith -, by occupation -, residing at,, Post Office –, Police Station –, Kolkata –, Indian Citizen, (2) wife of, having Income Tax Permanent Account No. (PAN) ".....", by faith -, by occupation -, residing at,, Post Office –, Police Station –, Kolkata –, Indian Citizen, hereinafter collectively referred to as "**ALLOTTEES/PURCHASERS**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her/their respective successors or successor-in-office/interest and/or assigns) of the **THIRD PART.**

WHEREAS **GLF PROJECTS LIMITED**, are thus well seized and possessed of the land measuring an area **253.98 Decimal**; comprised in R.S. Dag No. **5106, 5129, 5131, 5132, 5136, 5137, 5138, 5139, 5142, 5143, 5144, 5145, 5146, 5168, 5169, 5173, 5174**, under L.R. Khatian No. **3980, 1790**, at Mouza – Matiagachha, Police Station – Barasat, within the limit of Kirtipur – II, Gram Panchayet, J.L. No. 187, R.S. No. 17, Touzi No. 146, Pargana - Anowarpur, in the District of North 24--Paraganas.

AND WHEREAS **NICKY COMMERCIAL PRIVATE LIMITED**, are thus well seized and possessed of the land measuring an area **155.44 Decimal**; comprised in R.S. Dag No. **5128, 5129, 5130, 5131, 5132, 5136, 5137, 5138, 5140, 5141, 5145, 5146, 5168, 5169, 5173**, under L.R. KhatianNo. **4011**, at Mouza – Matiagachha, Police Station – Barasat, within the limit of Kirtipur – II, Gram Panchayet, J.L. No. 187, R.S. No. 17, Touzi No. 146, Pargana - Anowarpur, in the District of North 24-Paraganas.

AND WHEREAS **INDONEXT REALTY LLP**, are thus well seized and possessed of the land measuring an area **2.06 Decimal**; comprised in R.S. Dag No. **5131, 5132**, under L.R. Khatian No. **4010**, at Mouza – Matiagachha, Police Station – Barasat, within the limit of Kirtipur – II, Gram Panchayet, J.L. No. 187, R.S. No. 17, Touzi No. 146, Pargana - Anowarpur, in the District of North 24--Paraganas.

AND WHEREAS by a Deed of Conveyance dated 17.04.2017 registered at the Office of the Addl. Registrar of Assurances - IV, Kolkata copied in Book No. I, Volume No. 1904-2017, Pages 118896 to 118984 Being No. 190403363 for the year 2017, **GLF PROJECTS LIMITED, NICKY COMMERCIAL PRIVATE LIMITED and INDONEXT REALTY LLP**, described therein as Vendors, sold, transferred and conveyed to **M/S. JUPITER DEVELOPERS and M/S. JUPITER**, described therein as the Purchasers, ALL THAT piece or parcel of land measuring an area **411.48 Decimal**; comprised in R.S. Dag No. **5106, 5128, 5129, 5130, 5131, 5132, 5136, 5137, 5138, 5139, 5140, 5141, 5142, 5143, 5144, 5145, 5146, 5168, 5169, 5173, 5174**, under L.R. Khatian No. **1790, 3980, 4011, 4010**, at Mouza – Matiagachha, Police Station – Barasat, within the limit of Kirtipur – II, Gram Panchayet, J.L. No. 187, R.S. No. 17, Touzi No. 146, Pargana - Anowarpur, in the District of North 24--Paraganas.

AND WHEREAS **M/S. JUPITER DEVELOPERS** and **M/S. JUPITER**, are thus well seized and possessed of the land measuring an area **351.48 Decimal**; comprised in R.S. Dag No. **5106, 5128, 5129, 5130, 5131, 5132, 5136, 5137, 5138, 5139, 5140, 5141, 5142, 5143, 5144, 5145, 5146, 5168, 5173, 5174**, under L.R. Khatian No. **1790, 3980, 4011, 4010**, at Mouza – Matigachha, Police Station – Barasat, within the limit of Kirtipur – II, Gram Panchayet, J.L. No. 187, R.S. No. 17, Touzi No. 146, Pargana - Anowarpur, in the District of North 24-Paraganas and also recorded their names in the records of B.L. & L.R.O., being L.R. Khatian No. **4665 (M/S. JUPITER DEVELOPERS) & 4666 (M/S. JUPITER)**.

R.S. & L.R. Dag No.	L.R. KHATIAN NO.	SOLD AREA
5106	4665 (M/S. JUPITER DEVELOPERS) & 4666 (M/S. JUPITER)	38.39 Decimal
5128		05.13 Decimal
5129		33.00 Decimal
5130		15.00 Decimal
5131		05.02 Decimal
5132		01.92 Decimal
5136		00.46 Decimal
5137		11.63 Decimal
5138		14.00 Decimal
5139		01.28 Decimal
5140		00.25 Decimal
5141		01.55 Decimal
5142		02.00 Decimal
5143		02.00 Decimal
5144		11.00 Decimal
5145		02.00 Decimal
5146		145.06 Decimal
5168		07.47 Decimal
5173		07.39 Decimal
5174	46.93 Decimal	
TOTAL :-		351.48 Decimal

Be it noted that **M/S. JUPITER DEVELOPERS** will be the Owner of undivided 75% of the total land and **M/S. JUPITER** will be the Owner of undivided 25% of the total land.

Be it noted that **Jupiter & Jupiter Developers** have decided to retain the following area in following Dag Nos.

DAG NO.	AREA
5106	09.30 Decimal
5130	11.50 Decimal
5131	01.30 Decimal
5146	71.60 Decimal
TOTAL AREA :-	93.70 Decimal

AND WHEREAS Jupiter & Jupiter Developers have decided to develop the said land by construction Duplex, Bungalow & Row House in the land measuring **257.78** Decimal comprised in R.S. Dag No. **5106, 5128, 5129, 5130, 5131, 5132, 5136, 5137, 5138, 5139, 5140, 5141, 5142, 5143, 5144, 5145, 5146, 5168, 5173, 5174**, under L.R. Khatian No. **1790, 3980, 4011, 4010 now 4665 & 4666** at Mouza – Matiagachha, Police Station – Barasat, within the limit of Kirtipur – II, Gram Panchayet, J.L. No. 187, R.S. No. 17, Touzi No. 146, Pargana - Anowarpur, in the District of North 24-Paraganas.

AND WHEREAS **GLF Projects Limited**, the Owner herein, is thus well seized and possessed of or otherwise well and sufficiently entitled to the land measuring an area **392.71** Decimal comprised in R.S. & L.R. Dag No. 4844, 5068, 5103, 5104, 5105, 5106, 5108, 5120, 5121, 5124, 5142, 5145, 5146, 5147, 5148, 5159, 5167, 5168, 5169, 5170, 5171, 5172, 5172/5202, 5173, 5174, 5180, 5182, 5183, 5185, 5186 under L.R. Khatian No. 3980, at Mouza – Matiagachha, Police Station – Rajarhat, J.L. No. 187, R.S. No. 154, Touzi No. – 146 at present Touzi no 12, Pargana Anowarpur, within the local limit of Kirtipur – II Gram Panchayet, in the District of North 24-Parganas.

AND WHEREAS **Nicky Commercial Private Limited**, the Owner herein, are thus well seized and possessed of or otherwise well and sufficiently entitled to the land measuring an area **222.46** Decimal comprised in R.S. & L.R. Dag No. 5102, 5104, 5105, 5106, 5108, 5120, 5121, 5125, 5129, 5130, 5145, 5146, 5147, 5148, 5149, 5150, 5167, 5168, 5169, 5170, 5171, 5172, 5173, 5174, 5181, 5182, 5183, 5184, 5185, 5186, 5172/5202, under L.R. Khatian No. **4688**, at Mouza – Matiagachha, Police Station – Rajarhat, J.L. No. 187, R.S. No. 154, Touzi No. – 146 at present Touzi no 12, Pargana - Anowarpur, within the local limit of Kirtipur – II Gram Panchayet, in the District of North 24-Parganas.

AND WHEREAS the Owners have approached the Developer to undertake the development of the land constructing several Buildings, Showing Roads, Drains, Overhead Water Reservoir and Other

facilities mentioned in the specification attached herewith, mentioned herein below more fully and particularly described in the Schedule hereunder written.

R.S./L.R. DAG NO.	L.R. KHATIAN NO.	AREA (In Decimal)	COMPANY NAME
5104	3980	15.07	GLF Projects Limited
5105	3980	95.42	GLF Projects Limited
5147	3980	04.61	GLF Projects Limited
5148	3980	02.62	GLF Projects Limited
5104	4688	06.13	Nicky Commercial Private Limited
5105	4688	00.00	Nicky Commercial Private Limited
5147	4688	03.47	Nicky Commercial Private Limited
5148	4688	00.27	Nicky Commercial Private Limited
TOTAL AREA	-	127.59	

AND WHEREAS Jamal Uddin Molla, Nitu developers private limited, GLF Projects Limited, Nicky Commercial Private Limited, the Owners herein, are thus well seized and possessed of or otherwise well and sufficiently entitled to the land measuring an area **869.2589 Decimals**, comprised in R.S. & L.R. Dag No. 5106, 5107, 5115, 5116, 5117, 5118, 5119, 5120, 5121, 5122, 5123, 5124, 5125, 5126, 5127, 5128, 5132, 5133, 5134, 5135, 5136, 5137, 5139, 5140, 5141, 5174, 5175, 5175/5229, 5180, under L.R. Khatian No. **4688, 808, 3980, 4606, 4595**, at Mouza – Matiagachha, Police Station – Rajarhat, J.L. No. 187, R.S. No. 154, Touzi No. – 146 at present Touzi no 12, Pargana Anowarpur, within the local limit of Kirtipur – II Gram Panchayet, in the District of North 24-Parganas.

AND WHEREAS the Owners have approached the Developer to undertake the development of the land constructing several Building, Showing Roads, Drains and Other facilities mentioned in the specification attached herewith, mentioned herein below more fully and particularly described in the Schedule hereunder written.

R.S./L.R. DAG NO.	L.R. KHATIAN NO.	AREA (In Decimal)	COMPANY NAME
5106	4595, 4010, 3980, 4688, 808	45.20	Jamal Uddin Molla, GLF Projects Limited, Nicky Commercial Private Limited
5107	4595, 4606, 4010, 3980, 4688, 808	36.67	Jamal Uddin Molla, Nitu developers private limited, GLF Projects Limited, Nicky Commercial Private Limited
5115	4595, 4606, 4010,	19.30	Jamal Uddin Molla, Nitu developers private limited,

	3980, 4688, 808		GLF Projects Limited, Nicky Commercial Private Limited
5116	4595, 4606, 4010, 3980, 4688, 808	11.94	Jamal Uddin Molla, Nitu developers private limited, GLF Projects Limited, Nicky Commercial Private Limited
5117	4010, 3980, 4688, 808	14.757	GLF Projects Limited, Nicky Commercial Private Limited
5118	4010, 3980, 4688, 808	13.935	GLF Projects Limited, Nicky Commercial Private Limited
5120	3980, 4688, 808	19.077	GLF Projects Limited, Nicky Commercial Private Limited
5121	4595, 4606, 3980, 4688, 808	17.545	Jamal Uddin Molla, Nitu developers private limited, GLF Projects Limited, Nicky Commercial Private Limited
5122	3980	17.659	GLF Projects Limited
5123	3980, 4688, 808	19.240	GLF Projects Limited, Nicky Commercial Private Limited
5124	3980	18.166	GLF Projects Limited
5125	4595, 3980, 4688, 808	12.352	Jamal Uddin Molla, GLF Projects Limited, Nicky Commercial Private Limited
5126	4595, 3980	39.878	Jamal Uddin Molla, GLF Projects Limited
5127	4595, 4606, 4010, 3980, 4688, 808	04.70	Jamal Uddin Molla, Nitu developers private limited, GLF Projects Limited, Nicky Commercial Private Limited
5128	3980, 4688, 808	10.69	GLF Projects Limited, Nicky Commercial Private Limited
5132	3980, 4688, 808	00.797	GLF Projects Limited, Nicky Commercial Private Limited
5135	3980, 4688, 808	10.814	GLF Projects Limited, Nicky Commercial Private Limited
5136	3980, 4688, 808	01.034	GLF Projects Limited, Nicky Commercial Private Limited
5137	3980, 4688	00.001	GLF Projects Limited, Nicky Commercial Private Limited
5139	3980, 4688, 808	00.103	GLF Projects Limited, Nicky Commercial Private Limited
5140	3980, 4688, 808	11.352	GLF Projects Limited, Nicky Commercial Private Limited
5141	3980, 4688, 808	13.911	GLF Projects Limited, Nicky Commercial Private Limited
5174	3980, 4688, 808	30.03	GLF Projects Limited, Nicky Commercial Private Limited
5175	3980, 4688, 808	11.348	GLF Projects Limited, Nicky Commercial Private Limited
5175/5229	3980, 4688, 808	01.026	GLF Projects Limited, Nicky Commercial Private

			Limited
5180	3980, 4688, 808	00.21	GLF Projects Limited, Nicky Commercial Private Limited
TOTAL AREA	-	381.735	

AND WHEREAS **Jamal Uddin Molla, Nitu developers private limited, GLF Projects Limited, Nicky Commercial Private Limited**, have entered into a Development Agreement dated 25.02.2021 with **JUPITER DEVELOPERS**, the Developer herein, ALL THAT **381.735 Decimals**, comprised in R.S. & L.R. Dag No. 5106, 5107, 5115, 5116, 5117, 5118, 5119, 5120, 5121, 5122, 5123, 5124, 5125, 5126, 5127, 5128, 5132, 5133, 5134, 5135, 5136, 5137, 5139, 5140, 5141, 5174, 5175, 5175/5229, 5180, under L.R. Khatian No. **4688,3980, 4606, 4595,808**, at Mouza – Matiagachha, Police Station – Rajarhat, J.L. No. 187, R.S. No. 154, Touzi No. – 146 at present Touzi no 12, Pargana Anowarpur, within the local limit of Kirtipur – II Gram Panchayet, in the District of North 24-Parganas, registered at the office of the Addl. Registrar of Assurances - IV, Kolkata, copied in Book No. I, Volume No. 1904-2021, Pages 81462 to 81598, Being No. 190401364 for the year 2021 to construct Duplex, Bungalow & Row House as per Sanction Plan of, on the terms and conditions set forth therein and also executed and registered the Power of Attorney dated 25.02.2021 registered at the office of the Addl. Registrar of Assurances - IV, Kolkata, copied in Book No. I, Volume No. 1904-2021, Pages 82608 to 82653, Being No. 190401418 for the year 2021.

AND WHEREAS **GLF Projects Limited and Nicky Commercial Private Limited**, have entered into a Development Agreement dated 25.02.2021 with **JUPITER DEVELOPERS**, the Developer herein, ALL THAT **127.59 Decimals, SALI LAND** comprised in R.S. & L.R. Dag No. 5104, 5105, 5147 & 5148, under L.R. Khatian No. 3980, 4688, at Mouza – Matiagachha, Police Station – Rajarhat, J.L. No. 187, R.S. No. 154, Touzi No. – 146 at present Touzi No. 12, Pargana Anowarpur, within the local limit of Kirtipur – II Gram Panchayet, in the District of North 24-Parganas, registered at the office of the Addl. Registrar of Assurances - IV, Kolkata, copied in Book No. I, Volume No. 1904-2021, Pages 76527 to 76598, Being No. 190401378 for the year 2021 to construct Duplex, Bungalow & Row House as per Sanction Plan of, on the terms and conditions set forth therein and also executed and registered the Power of Attorney dated 25.02.2021 registered at the office of the Addl. Registrar of Assurances - IV, Kolkata, copied in Book No. I, Volume No. 1904-2021, Pages 82654 to 82683, Being No. 190401419 for the year 2021.

AND WHEREAS **Jamal Uddin Molla**, the Owner herein, is thus well seized and possessed of or otherwise well and sufficiently entitled to the land measuring an area land measuring an area **122.27** Decimal comprised in R.S. & L.R. Dag No. 5115, 5169, 5173, 5174, 5175, 5179, 5181, 5175/5229, under L.R. Khatian No. **4595**, at Mouza – Matiagachha, Police Station – Rajarhat, J.L. No. 187, R.S. No. 154, Touzi No. – 146 at present Touzi No 12, Pargana Anowarpur, within the local limit of Kirtipur – II Gram Panchayet, in the District of North 24-Parganas.

AND WHEREAS **Nitu Developers Private Limited**, the Owner herein, is thus well seized and possessed of or otherwise well and sufficiently entitled to the land measuring an area land measuring an area **49.85** Decimal comprised in R.S. & L.R. Dag No. 5115, 5173, 5174, 5175, 5181, 5175/5229 under L.R. Khatian No. **4606**, at Mouza – Matiagachha, Police Station – Rajarhat, J.L. No. 187, R.S. No. 154, Touzi No. – 146 at present Touzi no 12, Pargana Anowarpur, within the local limit of Kirtipur – II Gram Panchayet, in the District of North 24-Parganas.

AND WHEREAS **GLF Projects Limited**, the Owner herein, is thus well seized and possessed of or otherwise well and sufficiently entitled to the land measuring an area land measuring an area **437.58** Decimal comprised in R.S. & L.R. Dag No. 5106, 5107, 5112, 5113, 5115, 5116, 5117, 5118, 5120, 5127, 5169, 5170, 5171, 5172, 5173, 5174, 5175, 5179, 5180, 5181, 5172/5202, 5175/5229, under L.R. Khatian No. **3980**, at Mouza – Matiagachha, Police Station – Rajarhat, J.L. No. 187, R.S. No. 154, Touzi No. – 146 at present Touzi no 12, Pargana Anowarpur, within the local limit of Kirtipur – II Gram Panchayet, in the District of North 24-Parganas.

AND WHEREAS **GLF Projects Limited**, the Owner herein, has decided to Develop the land through to Developer herein and land area appears herein bellow :-

an area 02.94 Decimal out of 283 Decimal comprised in R.S. & L.R. Dag No. 5115,

an area 01.61 Decimal out of 155 Decimal comprised in R.S. & L.R. Dag No. 5175,

an area 00.66 Decimal out of 64 Decimal comprised in R.S. & L.R. Dag No. 5179,

an area 00.13 Decimal out of 12 Decimal comprised in R.S. & L.R. Dag No. 5175/5229,

being total area **05.34** Decimal with other properties under comprised in R.S. & L.R. Dag No. 5115, 5116, 5175, 5175/5229 under L.R. Khatian No. 4010, at Mouza – Matiagachha, Police Station –

Barasat now Rajarhat, J.L. No. 187, R.S. No. 17, Touzi No. – 146 at present Touzi no 12, Pargana Anowarpur, within the local limit of Kirtipur – II Gram Panchayet, in the District of North 24-Parganas.

AND WHEREAS **Nicky Commercial Private Limited**, the Owner herein, is thus well seized and possessed of or otherwise well and sufficiently entitled to the land measuring an area land measuring an area **287.36** Decimal comprised in R.S. & L.R. Dag No. 5115, 5120, 5169, 5170, 5171, 5172, 5173, 5174, 5175, 5179, 5180, 5181, 5172/5202, 5175/5229, under L.R. Khatian No. **4688**, at Mouza – Matiagachha, Police Station – Rajarhat, J.L. No. 187, R.S. No. 154, Touzi No. – 146 at present Touzi no 12, Pargana Anowarpur, within the local limit of Kirtipur – II Gram Panchayet, in the District of North 24-Parganas.

AND WHEREAS **Indonext Realty LLP**, was thus well seized and possessed of or otherwise well and sufficiently entitled to the land measuring an area land measuring an area **13.60** Decimal comprised in R.S. & L.R. Dag No. 5103, 5107, 5115, 5116, 5175, 5179, 5127, 5175/5229, under L.R. Khatian No. **4010**, at Mouza – Matiagachha, Police Station – Rajarhat, J.L. No. 187, R.S. No. 154, Touzi No. – 146 at present Touzi no 12, Pargana Anowarpur, within the local limit of Kirtipur – II Gram Panchayet, in the District of North 24-Parganas.

AND WHEREAS **Jamal Uddin Molla, Nitu developers private limited, GLF Projects Limited, Nicky Commercial Private Limited**, the Owners herein, are thus well seized and possessed of or otherwise well and sufficiently entitled to the land measuring an area **878.88 Decimals**, comprised in R.S. & L.R. Dag No. **5115, 5120, 5169, 5170, 5171, 5172, 5173, 5174, 5175, 5179, 5180, 5181, 5172/5202, 5175/5229**, under L.R. Khatian No. **4688, 3980, 4606, 4595**, at Mouza – Matiagachha, Police Station – Rajarhat, J.L. No. 187, R.S. No. 154, Touzi No. – 146 at present Touzi no 12, Pargana Anowarpur, within the local limit of Kirtipur – II Gram Panchayet, in the District of North 24-Parganas.

AND WHEREAS the Owners have approached the Developer to undertake the development of the land constructing several Building, Showing Roads, Drains and Other facilities mentioned in the specification attached herewith, mentioned herein below more fully and particularly described in the Schedule hereunder written.

R.S./L.R.	L.R. KHATIAN	AREA (In	COMPANY NAME
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DAG NO.	NO.	Decimal)	
5115	4595, 3980, 4688	00.62	Jamal Uddin Molla, GLF Projects Limited, Nicky Commercial Private Limited
5120	3980, 4688	00.007	GLF Projects Limited, Nicky Commercial Private Limited
5170	3980, 4688	01.60	GLF Projects Limited, Nicky Commercial Private Limited
5171	3980, 4688	02.60	GLF Projects Limited, Nicky Commercial Private Limited
5172	3980, 4688	12.27	GLF Projects Limited, Nicky Commercial Private Limited
5173	4595, 4606, 3980, 4688	12.23	Jamal Uddin Molla, Nitu developers private limited, GLF Projects Limited, Nicky Commercial Private Limited
5174	4595, 4606, 3980, 4688	117.80	Jamal Uddin Molla, Nitu developers private limited, GLF Projects Limited, Nicky Commercial Private Limited
5175	4595, 3980, 4688	115.89	Jamal Uddin Molla, GLF Projects Limited, Nicky Commercial Private Limited
5179	4595, 4010, 3980, 4688	27.56	Jamal Uddin Molla, GLF Projects Limited, Nicky Commercial Private Limited
5180	3980, 4688	25.907	GLF Projects Limited, Nicky Commercial Private Limited
5181	4595, 4606, 3980, 4688	19.58	Jamal Uddin Molla, Nitu developers private limited, GLF Projects Limited, Nicky Commercial Private Limited
5172/5202	3980, 4688	32.69	GLF Projects Limited, Nicky Commercial Private Limited
5175/5229	4595, 4606, 3980, 4688	11.77	Jamal Uddin Molla, Nitu developers private limited, GLF Projects Limited, Nicky Commercial Private Limited
TOTAL AREA	-	380.524	

AND WHEREAS **Jamal Uddin Molla, Nitu Developers Private Limited, GLF Projects Limited, Nicky Commercial Private Limited**, have entered into a Development Agreement dated 25.02.2021 with **JUPITER**, the Developer herein, ALL THAT **380.524 Decimals**, comprised in R.S. & L.R. Dag No. **5115, 5120, 5170, 5171, 5172, 5173, 5174, 5175, 5179, 5180, 5181, 5172/5202, 5175/5229**, under L.R. Khatian No. **4688,3980, 4606, 4595**, at Mouza – Matiagachha, Police Station – Rajarhat, J.L. No. 187, R.S. No. 154, Touzi No. – 146 at present Touzi no 12, Pargana Anowarpur, within the local limit of Kirtipur – II Gram Panchayet, in the District of North 24-Parganas, registered at the office of the Addl. Registrar of Assurances - IV, Kolkata, copied in Book No. I, Volume No. 1904-

2021, Pages 81946 to 82078, Being No. 190401381 for the year 2021 to construct Duplex, Bungalow & Row House as per Sanction Plan of, on the terms and conditions set forth therein and also executed and registered the Power of Attorney dated 25.02.2021 registered at the office of the Addl. Registrar of Assurances - IV, Kolkata, copied in Book No. I, Volume No. 1904-2021, Pages 82531 to 82571, Being No. 190401416 for the year 2021.

AND WHEREAS **Jamal Uddin Molla, Nitu Developers Private Limited, GLF Projects Limited, Nicky Commercial Private Limited and Jupiter**, have registered a Deed of Declaration dated 17.02.2022 registered at the office of the Additional Registrar of Assurances - IV, Kolkata, copied in Book No. I, Volume No. 1904-2022, Pages 291081 to 291113, Being No. 190402952, for the year 2022, in respect of the Scheduled Land.

AND WHEREAS in the certain place of the aforesaid Deed No. 190401416 for the year 2021, certain inadvertent / typographical mistakes have crept in and at certain places and certain insertions have been omitted and the parties herein have mutually agreed to rectify the said mistake by executing the instant deed of Declaration.

AND QWHEREAS by a Deed of Declaration dated 17.02.2022 registered at the office of the Additional Registrar of Assurances - IV, Kolkata, copied in Book No. I, Volume No. 1904-2022, Pages 291081 to 291113, Being No. 190402952, for the year 2022, the said mistake namely **JUPITER DEVELOPERS** instead of **JUPITER** has been rectified, more fully and particularly described in the said Deed of Declaration.

AND WHEREAS in accordance with the Sanctioned Building Plans, the Promoter had completed the construction of the said Duplex, Bungalow & Row House of four(4) Sectors of the Project, "**GARDENIUM**" over the said premises **AND** the Land Owner as well as the Promoter had jointly decided to sell the flats or apartments/units along with the right to use of car parking spaces of the said premises/building as well as proportionate share of the land of the said Premises unto the Purchaser(s) **AND** for that they had framed the terms and conditions for sale of the flats or apartments/units along with necessary facilities installed in the building as well as the right to use of common areas and common spaces of the said Duplex, Bungalow & Row House.

AND WHEREAS the Land Owner/Promoter had invited offers from intending Purchaser(s) of the said flat or apartment/unit as mentioned in the **Part-I of the Second Schedule** herein below, along with the proportionate share of land mentioned in the **First Schedule** along with the right to use of Car Parking Space on the ground floor.

AND WHEREAS the Allottee/Purchaser(s) on coming to know such intention of the Land Owner/Promoter and being fully satisfied with all the papers and documents relating to the title of the said property(Project Land) and rights, title and interest of the Owner/Promoter to the project land and with complete knowledge of the common areas and installations, amenities and facilities, specifications, project approvals and all other ancillary matters and also being satisfied with the quality of the construction of the said flat/unit/apartment have/has approached unto the Promoter for selling the said Flat/Apartment/unit(s) along with the right to use of a/an open/covered car parking space and/or Car Parking Space (if any) of the said new building as well as proportionate share of the land, lying and situate at **"GARDENIUM", Kolkata - 700 135**, under Police Station – Rajarhat, Post Office -, within the limits of Ward No.- of the Kirtipur - II Gram Panchayet, in the District of South 24Parganas which is morefully and particularly described in the **FIRST SCHEDULE** written herein below.

AND WHEREAS the Vendor(s) (the Owner and the Promoter) has agreed to sell and the Allottee/ Purchaser(s) has/have agreed to purchase **ALL THAT** One self-contained tiles floor finished residential Duplex, Bungalow & Row House **Being No -** in the building named - **Sector -**, on the **FLOOR** of the new Duplex, Bungalow & Row House, **admeasuring an area of Sq. ft. Saleable Area**, comprising of(.....) No. of exclusive balcony / verandah measuring about **Sq. ft. (i.e. Carpet Area = Sq. ft.** excluding the area of the balcony / verandah and **Total Built-Up Area = Sq. ft.), be the same a little more or less** , consisting of (.....) **Bedrooms, 1 (One) Dining cum Living Room** , (.....) **Toilets , 1 (One) Kitchen**, morefully and particularly and described in the **Part – I of the SECOND SCHEDULE** herein below, Together with undivided proportionate impartible variable share in the land underneath the new Building, morefully and particularly described in the **FIRST SCHEDULE** hereto and Together with the right to use and enjoy the undivided proportionate share in the common areas, amenities and facilities of the Project with the other Allottees/Unit Owners, more fully mentioned and

described in the **FOURTH SCHEDULE** herein below, all hereinafter collectively referred to as the "**SAID FLAT/ APARTMENT/UNIT**", more fully mentioned and described in **Part - I** of the **SECOND SCHEDULE** hereto, **Together** with exclusive right to use of(.....) No. of **Car Parking Space** of the **Residential Building** (if any), more fully described in **Part - II** of the **SECOND SCHEDULE** hereto, Together with all rights of ingress and egress of the project which is known and identified as "**GARDENIUM**" constructed over the said premises, morefully described in the **FIRST SCHEDULE** herein below, hereinafter collectively referred to as the "**SAID PROPERTY**", which is shown and delineated and/or demarcated in the Map or Plan annexed hereto and bordered with **Red Colour** with free from all encumbrances, charges, liens, lispendences, attachments acquisitions and all other liabilities whatsoever **at a price**, mentioned in the **THIRD SCHEDULE** herein below, being the part of the **Promoter's Allocation**, which will be sold by the above mentioned Vendors of this Deed of Conveyance.

AND WHEREAS accordingly by virtue of an "**Agreement for Sale**" dated -, the Vendor(s) (the Owner and the Promoter) had allotted the "**SAID PROPERTY**" inter alia One self-contained residential Duplex, Bungalow & Row House as mentioned in the **Part – I** of the **SECOND SCHEDULE** hereto, together with undivided proportionate impartible variable share in the land underneath the new Building and together with the right to use and enjoy the proportionate share in the common areas, amenities and facilities of the Project with the other Duplex, Bungalow & Row House Owners, more fully mentioned and described in the **Part-I & Part-II** of the **FOURTH SCHEDULE** hereto, all hereinafter collectively referred to as the "**SAID DUPLEX, BUNGALOW & ROW HOUSE**", Together with exclusive right to use of car parking space(if any), more fully mentioned and described in **Part – II** of the **SECOND SCHEDULE** hereto, Together with all rights of ingress and egress of the project which is known and identified as "**GARDENIUM**" constructed on the premises, morefully described in the **FIRST SCHEDULE** herein below, which is free from all encumbrance, charges, liens, lispendences, attachments acquisitions and all other liabilities whatsoever **at a price**, mentioned in the **THIRD SCHEDULE** herein below.

AND WHEREAS due to urgency and at the request of the Purchaser(s)/ Allottee(s), the Vendor(Promoter/Land Owner) agrees to execute and register this Deed of Conveyance of the **SAID PROPERTY**, mentioned in the Second Schedule hereunder written, as is where is basis, in favour of

him/her/them and the Purchaser(s)/ Allottee(s) undertake(s), agree(s) and declare(s) that they have no objection and any claim against the vendor.

PROJECT CONCEPTUALISATION :

“**GARDENIUM**” is a unique concept and is being promoted on joint venture basis with the Parties mentioned herein above and is well connected with various modes of transport. It is being developed and completed with essential facilities within itself for the co-sharers. Though “**GARDENIUM**” which has Four Sectors such as **Sector-1 and Sector-2, Sector-3, Sector-4**. The Purchasers and/or the Unit Owners of the Duplex, Bungalow & Row House Owners of one Tower/Block in the said Project may enjoy and consume the common easement rights and/or benefits/amenities and/or facilities of the other Sector, mentioned herein below in the **Fourth Schedule** , for which no one Allottee/Purchaser can raise any objection against the other. If any one of the flat Owners /Purchasers/Allottee will raise any objection, it will be null and void in any Court of Law within the jurisdiction of India. The “**Sector-1 and Sector-2, Sector-3, Sector-4**” will jointly be **considered / called, known and identified** as the whole project.

AND WHEREAS :

A. The following terms and expressions shall in these presents have the respective meanings assigned to them herein below, unless the same is contrary or repugnant to the subject or context:

A.1 AGREEMENT FOR SALE means an agreement entered into between the Owner/Promoter and the Allottee /Purchaser(s).

A.2. DEED OF CONVEYANCE shall mean the Deed of Conveyance/Transfer to be executed by the Promoters in favour of the Purchasers in respect of the said Duplex, Bungalow & Row House Owners upon the Purchasers complying with all their obligations, paying and depositing all amounts in time and not committing any breach or default;

- A.3 **TOTAL PRICE/AGREED CONSIDERATION** shall mean the consideration mentioned in the **Third Schedule** hereto payable by the Purchasers to the Vendors for acquiring the said Duplex, Bungalow & Row House Owners along with the Right to use of Car parking (if any);
- A.4 **PROJECT** shall mean the work of development undertaken by the Promoter from inception till the development of the said Premises is completed, possession of the completed units is taken over by the Unit Owners or intimated to the allottee/s and the Deeds of Conveyance/Transfer are executed and registered in favour of the Unit Owners and possession of the completed Duplex, Bungalow & Row House Owners be made over to the Unit Owners and the name of the Project has been fixed by the Promoter as **"GARDENIUM"**.
- A.5 **PROJECT LAND** shall mean all that piece and parcel of land measuring an area of **1271.879** Decimal more or less, lying and situate at, **Kolkata**, Police Station - Rajarhat, Post Office -, within the limits of Ward No.- of the Kirtipur – II Gram Panchayet, District Sub-Registrar Office at Barasat, Addl. District Sub-Registration Office at Sealdah, in the District of North 24 Parganas, more fully and particularly described in the **FIRST SCHEDULE** hereunder written, which is free from all encumbrances, charges, liens, lispendense, demands, claims, hindrances, attachments, debts and dues whatsoever from any corner, comprised in the said Premises.
- A.6 a) **DEVELOPMENT AGREEMENT** shall mean the Agreement executed between the Owners and the Promoter for development and construction in respect of the Premises, mentioned in the Schedule herein below which was executed and registered **"Deed of Conveyance"** shall mean the Indenture dated 17.04.2017 between the Vendors and the Purchasers and registered with The Additional Registrar of Assurances - IV, Kolkata and recorded in Book No. I, Volume No. 1904-2017, Pages 118896 to 118984, Being No. 190403363 for the year 2017 and **"Development Agreements"** shall mean the Agreements dated 25.02.2021 between the Vendors and the Promoters and registered with The Additional Registrar of Assurances - IV, Kolkata on 25.02.2021 and recorded in Book No. I, Volume No. 1904-2021, Pages 81462 to 81598, Being No. 190401364 for the year 2021 and recorded in Book No. I, Volume No. 1904-

2021, Pages 76527 to 76598, Being No. 190401378 for the year 2021 and recorded in Book No. I, Volume No. 1904-2021, Pages 81946 to 82078, Being No. 190401381 for the year 2021.

b) **DEVELOPMENT POWER OF ATTORNEY** shall mean the **Power of Attorney** executed by the Owners in favour of the Promoter for development and construction of the Premises, mentioned in the **First Schedule** herein below which was executed and registered in the office of The Additional Registrar of Assurances - IV, Kolkata on 25.02.2021 and recorded in Book No. I, Volume No. 1904-2021, Pages 82531 to 82571, Being No. 190401416 for the year 2021 and recorded in Book No. I, Volume No. 1904-2021, Pages 82608 to 82653, Being No. 190401418 for the year 2021 and recorded in Book No. I, Volume No. 1904-2021, Pages 82654 to 82683, Being No. 190401419 for the year 2021

A.7. **ARCHITECT** shall mean **NAME OF THE ARCHITECT COMPANY** of, Kolkata – whom the Promoter has appointed as the Architect for the Project;

A.8. **PLAN/PLANS** shall mean the plan(s) of the Duplex, Bungalow & Row House which have been approved and sanctioned by the **Kirtipur - II Gram Panchayet. Duplex, Bungalow & Row House Permit No., dated-.....** for construction of Duplex, Bungalow & Row House in **Sector-1, Sector-2, Sector-3 & Sector-4** 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;

A.9. **BUILDING (S)** shall mean the Residential Building(s) and/or structures constructed for residential purpose and use only by the Promoter upon the Said Premises mentioned herein below in the **First Schedule** permissible under the Rules and Regulations of the Kirtipur – II, Gram Panchayet and from any other authorities if required, for the time being prevailing as per the plan or plans to be sanctioned by the Kirtipur – II, Gram Panchayet or any other Authority, in pursuance of the **"Deed of Conveyance"** shall mean the Indenture dated 17.04.2017 between the Vendors and the Purchasers and registered with The Additional Registrar of

Assurances - IV, Kolkata and recorded in Book No. I, Volume No. 1904-2017, Pages 118896 to 118984, Being No. 190403363 for the year 2017 and “**Development Agreements**” shall mean the Agreements dated 25.02.2021 between the Vendors and the Promoters and registered with The Additional Registrar of Assurances - IV, Kolkata on 25.02.2021 and recorded in Book No. I, Volume No. 1904-2021, Pages 81462 to 81598, Being No. 190401364 for the year 2021 and recorded in Book No. I, Volume No. 1904-2021, Pages 76527 to 76598, Being No. 190401378 for the year 2021 and recorded in Book No. I, Volume No. 1904-2021, Pages 81946 to 82078, Being No. 190401381 for the year 2021.

A.10. SAID DUPLEX, BUNGALOW & ROW HOUSE shall mean any residential Apartment/unit together with Undivided proportionate share of land underneath the building along with the exclusive right to use of Car Parking Space, (if any allotted) and the right to use of Common Portions as described in the **SECOND SCHEDULE** hereto, which is capable of being exclusively owned, used and enjoyed by any Unit Owner(s) ;

A.11. CAR PARKING SPACES shall mean the right to use to park the Purchaser's car of medium size allotted to the Allottee/Unit Owners/Purchasers under different types/categories of Parking Spaces within the project which are mentioned herein below :-

- i) **INDEPENDENT OPEN CAR PARKING** shall mean a parking space in an open area of the project which is not covered by any wall or roof and it is not dependable on other for ingress and egress of parking the car.
- ii) **DEPENDENT OPEN CAR PARKING** shall mean a parking space in an open area of the project which is not covered by any wall or roof but it is dependable on other for ingress and egress of parking the car.
- iii) **INDEPENDENT COVERED CAR PARKING** shall mean a parking space in the ground floor of the building of the project which is covered by roof only and it is not dependable on other for ingress and egress of parking the car.
- iv) **DEPENDENT COVERED CAR PARKING** shall mean a parking space in the ground floor of the building of the project which is covered by roof only but it is dependable on other for ingress and egress of parking the car.

Here, "**Medium Size**" of a car shall mean –

- a) The maximum length of the car is/will be 4500 m.m.,
- b) The maximum width of the car is/will be 1800 m.m.,
- c) The maximum height of the car is/will be 1800 m.m., and
- d) The maximum weight of the car is/will be 2 ton.

A.12. AREA :

- i) **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.
- ii) **BUILT-UP AREA** shall mean the entire built-up area as sanctioned by the **Kirtipur – II, Gram Panchayet** 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.
- iii) **SALEABLE 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.

- iv) **COMMON PORTIONS/AREA, AMENITIES AND FACILITIES** shall mean such common area, **Sector-1, Sector-2, Sector-3 & Sector-4**, facilities and installations in the Duplex, Bungalow & Row House and the said Premises, like staircases, landings, corridors, 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 Duplex, Bungalow & Row House, as may be decided or provided by the Promoter which are mentioned in the **Part-I of the FOURTH SCHEDULE** hereto;
- A.13. **COMMON EXPENSES** shall include all expenses for the management, maintenance and upkeep of the Project including the Duplex, Bungalow & Row House, the Common Portions, all types of parking spaces including MLCPs therein and the said Premises-and the expenses for Common Purposes; which are mentioned in the **FIFTH SCHEDULE** hereto;
- A.14. **COMMON PURPOSES** shall include the purpose of maintaining and managing the said Premises, the Building(s) and in particular the Common Portions, rendition of services in common to the Unit Owner, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Unit Owner(s) and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Portions in common;
- A.15. **LOCAL AUTHORITY** means the Kirtipur – II, Gram Panchayet 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;

- A.16. **COMPLETION CERTIFICATE or OCCUPANCY CERTIFICATE** means the completion certificate or such other certificate, by whatever name called, issued by the competent authority 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;
- A.17. **PROPORTIONATE** with all its cognate variations shall mean such ratio as the saleable area of any Unit or Units be in relation to the saleable area of all the Units in the Duplex / Bungalow / Row House;
- A.18. a) **OWNER'S AREA** shall mean the allocation mentioned in the “**Development Agreement for Reallocation of Ownership**”, **being Deed No. , for the Year**, together with undivided and impartible proportionate share of the land under the Duplex, Bungalow & Row House of the aforesaid allocation subject to any additions or reductions thereof in accordance with the express terms and conditions hereof including all rights easements, common facilities and amenities annexed to the Project.
- b) **PROMOTER'S AREA** shall mean the allocation mentioned in the “**Development Agreement for Reallocation of Ownership**”, **being Deed No. , for the Year**, together with undivided and impartible proportionate share of the land under the Duplex, Bungalow & Row House of the aforesaid allocation subject to any additions or reductions thereof in accordance with the express terms and conditions hereof including all rights easements, common facilities and amenities annexed to the Project.
- A.19. **VENDORS** shall mean jointly the Owners and the Promoter and where the context so permits, refer to only such of them as is/are concerned with the relevant matter/issue;
- A.20. **PURCHASER(S) / ALLOTTEE(S)** shall mean and include all persons, firm, limited company, association etc. to whom any Saleable Areas is/are transferred or agreed to be so done.
- A.21. **UNIT OWNERS** shall, according to its context, mean all Purchasers and/or intending Purchasers of different Units in the Buildings including the Owners and the Promoter in respect

of such Units as may be retained and/or not alienated and/or not agreed to be alienated for the time being by them;

- A.22. ASSOCIATION** shall mean "**GARDENIUM FLAT OWNERS' ASSOCIATION**", incorporated under the Companies Act, 2013, which would comprise the Owners as well as the Promoter and the representatives of all the buyers/allottees of Duplex / Bungalow / Row House and be formed or incorporated for the Common Purposes with such rules and regulations as shall be framed by the Promoter;
- A.23. COMMON ROOF AREA** shall mean the ultimate roofs of the Duplex / Bungalow / Row House, as may be decided and demarcated by the Owner/Promoter at any time prior to handing over possession of the said apartment/unit;
- A.24. 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 Duplex / Bungalow / Row House.
- A.25. 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. **Here the rate of Sinking Fund has been fixed @ Rs./- Per Sq. ft. on the total Saleable Area .**
- A.26. UTILITIES CHARGES** shall mean the charges imposed by the Promoter for providing various facilities and amenities to be used and enjoyed by the unit owners and/or purchasers/allottees , mentioned in the Fourth Schedule herein below. **Here the rate of Utility Charges has been fixed @ Rs./- Per Sq. ft. on the total Saleable Area .**
- A.27. ACT** means the West Bengal Housing Industry Regulation Act, 2017 (30 of 2017) as amended from time to time.

- A.28. **APPROPRIATE GOVERNMENT** means the State Government;
- A.29. **RULES** mean the West Bengal Housing Industry Regulation Rules, 2018, as amended from time to time, made under the West Bengal Housing Industry Regulation Act, 2017;
- A.30. **REGULATIONS** mean the Regulations made under the **West Bengal Housing Industry Regulation Act, 2017**, as amended from time to time;
- A.31. **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.
- A.32. **MASCULINE GENDER** shall include the **feminine** and **neuter** gender and vice versa;
- A.33. **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 between the Parties and in consideration of the said total sum of **Rs.00 (Rupees only)**, truly paid by the Purchaser(S) to the **Vendors** herein, simultaneously with the execution of these presents (the receipts whereof the **Vendor** doth hereby admits and acknowledges as hereunder mentioned in Memo of Consideration) the Vendors doth hereby indefeasibly grant, convey, sell, transfer, assign and assure unto and in favour of the said Purchasers herein, free from all encumbrances of "**Promoter's Allocated Portion**" **ALL THAT** One self-contained residential Apartment/Unit constructed as per specification attached in the Agreement and the Purchaser(s) is/are fully satisfied for the same, as mentioned in the **Part – I of the SECOND SCHEDULE** hereto , together with undivided proportionate impartible variable share in the land underneath the new Building and together with the right to use and enjoy the proportionate share in

the common areas, amenities and facilities of the Project with the other Allottees/Unit Owners, , more fully mentioned and described in the Part-I & Part-II of the FOURTH SCHEDULE hereto, all hereinafter collectively referred to as the “SAID DUPLEX / BUNGALOW / ROW HOUSE”, Together with exclusive right to use of car parking space(if any), more fully mentioned and described in Part – II of the SECOND SCHEDULE hereto, Together with all rights of ingress and egress of the project which is known and identified as “GARDENIUM”, constructed on the premises, morefully described in the FIRST SCHEDULE herein below, hereinafter collectively referred to as the “SAID PROPERTY”, demarcated in annexed site **Plan or Map** , bordered with **Red Colour** AND ALL rights, title, interest, possession, profits, claim, demands whatsoever of the Promoter and the Vendor herein into or upon the said flat along with the right to use of Car Parking Space(if any) 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 Promoter/Vendors 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 Promoter / Vendor (s) 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/Apartment along with the right to use of Car Parking Space(if any) as well as in respect of the said premises and the Promoter / Vendor herein has full power and absolute authority to sell or transfer the said flat along with the right to use of Car Parking Space(if any) 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 along with the right to use of Car Parking Space(if any) 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 Promoter / Vendors herein doth hereby covenant with the Purchaser(s) herein to save the said Flat/Apartment along with the right to use of Car Parking Space(if any) 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 Promoter / Vendors herein shall at the request and at the cost of the Purchaser(s)/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 along with the right to use of Car Parking Space(if any) 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 and the Purchaser(s) herein have got

every liberty to make all arrangements for electric connection, telephone connection, gas connection, water pipe connection, drainage system over and through the said flat along with the right to use of Car Parking Space(if any) . That the Vendors/ Promoter 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(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/Apartment along with the right to use of Car Parking Space(if any) hereby sold, conveyed and transferred to the herein.

IT IS HEREBY AGREED & DECLARED JOINTLY BY AND BETWEEN THE LAND OWNER/PROMOTER/ VENDORS AND THE PURCHASER(S) as follows :-

1. **THAT** the Purchaser(s) shall be entitled to make sale, gift, mortgage, lease, convey or otherwise alienate the said Flat/Apartment/Unit along with the right to use of Car Parking Space(if any) to any person or persons without any consent of the present Vendors (the Owner 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/land of the said premises, more fully 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 be liable to pay any amount including penalty or interest to the **Kirtipur – II, Gram Panchayet** in respect of the said Duplex / Bungalow / Row House along with the right to use of Car Parking Space(if any) for the period upto the date of execution of these presents or taking of possession of his/her/their unit which is earlier.

4. **THAT** the Purchaser(s) shall have all rights to mutate their name as the owners and occupiers of the said Duplex / Bungalow / Row House in the records of The **Kirtipur – II, Gram Panchayet** and in the records of any other authorities and in that event the Vendors / Promoter shall give their consent or approval in writing for the purpose of such mutation and separate assessment, whenever shall be required by the Purchaser(s).

5. **THAT** the Purchaser(s) shall be liable to pay Owners' & Occupiers' share of Rates, Taxes, Land Revenues and other outgoing charges directly to **Kirtipur – II, Gram Panchayet** or to any other authorities, in respect of the said Duplex / Bungalow / Row House along with the proportionate share of land hereby sold and transferred, on and from the date of execution of this Deed of Conveyance or taking of possession of his/her/their unit which is earlier.

6. **THAT** the Purchaser(s) shall have full and absolute rights in common with the other Co-owners of the said building in respect of proportionate share of common areas , common rights, common facilities and common amenities belonging to the said building and belonging to the said premises morefully described in the **FOURTH SCHEDULE** hereunder written together with the right of the common use of the ultimate roof of the said building at the said premises.

7. **THAT** the Purchaser(s) shall have all rights to take connection of electric, telephone, gas and water pipe etc. at the said Duplex / Bungalow / Row House in the names of the Purchaser(s)/Unit Owner(s) at his/her/their own cost in the said unit and following the norms laid down by the Association.

8. **THAT** the Purchaser(s) shall have all rights of the inner spaces of their unit(s) for repairing, whitewashing, maintenance, painting, decorating, in respect of the said Duplex / Bungalow / Row House.

9. **THAT** all expenses for running and operation of all common machineries, equipments and other installations, including all costs of 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.

10. **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 also have right to use the said ultimate roof without any hindrance, obstruction and encumbrances commonly with the other

Duplex / Bungalow / Row House owners of the said Project, subject to taking prior permission from the Association.

11. **THAT** one Association may be formed/incorporated initially by the Promoter under the Companies Act, 2013 and thereafter the Unit Owners of the said project will become the share holders /members of the Association respectively.

12. **THAT** after formation of the said Association, the said body will be liable for the maintenance, repairs, replacement and installations in the said building as well as said project out of their own fund which will be raised by the unit owners of the said Duplex / Bungalow / Row House or by the Association.

13. **THAT** the Purchaser(s) herein will be liable and/or bound to abide by the terms and conditions and/or the rules and regulations of **"GARDENIU" FLAT OWNERS' ASSOCIATION"**, in any circumstances which will be formed for maintenance of the entire Project .

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

i) **THAT** the said property is free from all encumbrances, charges and liens and the Promoter /Vendors herein has/have got free clear and marketable title therein and save and except the Promoter /Vendors, no other person has any right, title and interest over the said Duplex / Bungalow / Row House along with the right to use of a 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 Vendors (Owner/ Promoter) herein have no knowledge of and have not received any such notice from any authority or authorities that effect.

iii) **THAT** no suit or proceedings of whatsoever nature is pending in any court of law in respect of the said Duplex / Bungalow / Row House and car parking space including the said premises or any part thereof.

v) **THAT** the said property or any parts thereof and the said Duplex / Bungalow / Row House along with the right to use of a Car Parking Space (if any) or any parts thereto are not charged and/or mortgaged with any bodies, banks, any financial institutions etc. by the Vendors herein.

vi) **THAT** the Vendors (Owner/ Promoter) herein admit and confirm that if any statements or declarations made in these present regarding the title of the said premises and said Duplex / Bungalow / Row House and car parking space is found not to be true and/or false then they will be liable to be implicated in present law and the Owners/Promoter/Vendors will be liable to return back the entire consideration money with costs and damages to the Purchaser(s) herein and/or their successors.

vii) **THAT** the Owner/Promoter/Vendors of this Deed herein has/have confirmed in order to convey a good and marketable title of the said Duplex / Bungalow / Row House along with the right to use of a Car Parking Space (if any) mentioned in the **Second Schedule** in favour of the Purchaser(s) and the said Owner/Promoter/Vendors shall not claim or demand in future over the said Duplex / Bungalow / Row House and car parking space or any part thereto.

The Vendors are also Owner's of several plots of land adjacent to the Schedule Land herein and they will be entitled to amalgamate the said land with the Schedule Land herein for construction of Duplex, Bungalow & Row House, as per Sanction Plan of competent authority in Phase III & Phase IV. The Purchaser(s) and Other Co-owners of Phase I & Phase II will not be entitled to raise any objection for the same.

THE FIRST SCHEDULE ABOVE REFERRED TO :
(Description of the Project Land)
PART-I (A)

ALL THOSE the Various pieces and parcels of land or ground including the passage or roadway and containing by estimation an area of **257.78 Decimal**; comprised in R.S. & L.R. Dag No.

ON THE EAST : Dag No. 5169, 5174, 5173

ON THE WEST : Road Entrance.

PART-I (B)

ALL THAT piece or parcel of land measuring an area about **127.59 Decimals**, comprised in R.S. & L.R. Dag No. **5104, 5105, 5147, 5148**, under L.R. Khatian No. **3980, 4688**, at Mouza – Matiagachha, Police Station – Rajarhat, Kolkata – 700 135, Pargana - Anowarpur, within the local limit of Kirtipur – II Gram Panchayet, Addl. District Sub-Registrar Office Rajarhat and according to the settlement Record of rights finally published the plot is comprised at J.L. No. 187, R.S. No. 154, Touzi No. – 146 at present Touzi no 12, in the District of North 24-Parganas.

R.S. & L.R. Dag No.	L.R. KHATIAN NO.	AREA OF LAND
5104	3980 (GLF Projects Limited)& 4688 (Nicky Commercial Private Limited)	21.20 Decimals
5105		95.42 Decimals
5147		08.08 Decimals
5148		02.89 Decimals

The said plot of land is butted and bounded as follows: -

ON THE NORTH : Plot of Others land

ON THE SOUTH : Plot of Others land

ON THE EAST : Plot of Others land

ON THE WEST : Plot of Others land

PART-I (C)

ALL THAT piece or parcel of land measuring an area about **381.735 Decimals**, comprised in R.S. & L.R. Dag No. 5106, 5107, 5115, 5116, 5117, 5118, 5119, 5119, 5120, 5121, 5122, 5123, 5124, 5125, 5126, 5127, 5128, 5132, 5133, 5134, 5135, 5136, 5137, 5139, 5140, 5141, 5174, 5175,

5175/5229, 5180, under L.R. Khatian No. **4688,3980, 4606, 4595**, at Mouza – Matiagachha, Police Station – Rajarhat, Kolkata – 700 135, Pargana - Anowarpur, within the local limit of Kirtipur – II Gram Panchayet, Addl. District Sub-Registrar Office Rajarhat and according to the settlement Record of rights finally published the plot is comprised at J.L. No. 187, R.S. No. 154, Touzi No. – 146 at present Touzi no 12, in the District of North 24-Parganas.

R.S. & L.R. Dag No.	L.R. KHATIAN NO.	AREA OF LAND
5106	3980 (GLF Projects Limited)	45.20 Decimals
5107		36.67 Decimals
5115		19.30 Decimals
5116		11.94 Decimals
5117	&	14.757 Decimals
5118	4688 (Nicky Commercial Private Limited), 808	13.935 Decimals
5119		0.8541 Decimals
5120		19.077 Decimals
5121		17.545 Decimals
5122	&	17.659 Decimals
5123	4595 (Jamal Uddin Molla)	19.240 Decimals
5124		18.166 Decimals
5125		12.352 Decimals
5126		39.878 Decimals
5127	&	04.70 Decimals
5128	4606 (Nitu developers private limited)	10.69 Decimals
5132		00.797 Decimals
5133		0.0492 Decimal
5134		0.5256 Decimal
5135		10.814 Decimals
5136		01.034 Decimals
5137		00.001 Decimals
5139		00.103 Decimals
5140		11.352 Decimals
5141	13.911 Decimals	
5174	30.03 Decimals	
5175	11.348 Decimals	

5180		00.21 Decimals
5175/5229		01.026 Decimals

The said plot of land is butted and bounded as follows: -

ON THE NORTH : Plot of Others land

ON THE SOUTH : Plot of Others land

ON THE EAST : Plot of Others land

ON THE WEST : Plot of Others land

PART-I (D)

ALL THAT piece or parcel of land measuring an area about **380.524 Decimals**, comprised in R.S. & L.R. Dag No. **5115, 5120, 5169, 5170, 5171, 5172, 5173, 5174, 5175, 5179, 5180, 5181, 5172/5202, 5175/5229**, under L.R. Khatian No. **4688, 3980, 4606, 4595**, at Mouza – Matiagachha, Police Station – Rajarhat, Pargana - Anowarpur, within the local limit of Kirtipur – II Gram Panchayet, Addl. District Sub-Registrar Office Rajarhat and according to the settlement Record of rights finally published the plot is comprised at J.L. No. 187, R.S. No. 154, Touzi No. – 146 at present Touzi no 12, in the District of North 24-Parganas.

R.S. & L.R. Dag No.	L.R. KHATIAN NO.	AREA OF LAND
5115	3980 (GLF Projects Limited)	00.62 Decimals
5120		00.007 Decimals
5170		01.60 Decimals
5171	4688 (Nicky Commercial Private Limited)	02.60 Decimals
5172		12.27 Decimals
5173	4595 (Jamal Uddin Molla)	12.23 Decimals
5174		117.80 Decimals

5175	& 4606 (Nitu developers private limited)	115.89 Decimals
5179		27.56 Decimals
5180		25.907 Decimals
5181		19.58 Decimals
5172/5202		32.69 Decimals
5175/5229		11.77 Decimals

The said plot of land is butted and bounded as follows: -

ON THE NORTH : Plot of Others land
ON THE SOUTH : Plot of Others land
ON THE EAST : Plot of Others land
ON THE WEST : Plot of Others land

THE SECOND SCHEDULE ABOVE REFERRED TO :

PART-I

(Description of the Saleable Flat/Apartment/Unit)

ALL THAT One self-contained Tiles Floor finished residential Duplex / Bungalow / Row House Being No - in the Sector - , on the FLOOR of the new Project, admeasuring an area of Sq. ft. Saleable Area, comprising of(.....) No. of exclusive balcony / verandah measuring about Sq. ft. (i.e. Carpet Area = Sq. ft. excluding the area of the balcony / verandah and Total Built-Up Area = Sq. ft.), be the same a little more or less, consisting of (.....) Bedrooms, 1 (One) Dining cum Living Room , (.....) Toilets , 1 (One) Kitchen, Together with undivided proportionate impartible variable share in the land underneath the new Project more fully mentioned and described in the **FIRST SCHEDULE** hereto 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**" , more fully mentioned and described in the **Part-I & Part-II of the FOURTH SCHEDULE** hereto, all hereinafter collectively referred to as the "**SAID DUPLEX / BUNGALOW / ROW HOUSE**", Together with exclusive right to use of 1(One) No. of Car Parking

Space of the **Residential Duplex / Bungalow / Row House** (if any), more fully described in **Part - II** of the **SECOND SCHEDULE** hereto, Together with all rights of ingress and egress of the project which is known and identified as "**GARDENIUM**", constructed on the premises, morefully described in the **FIRST SCHEDULE** herein above, hereinafter collectively referred to as the "**SAID PROPERTY**", 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 Vendor (s).

PART-II

(Description of the Parking Space to be used)

Right to use of **1(One)** No. of **Car Parking Space** (.....) of **medium size of the Building**, known and identified as "**GARDENIUM**" of medium size Motor Cars and/or two wheelers only and the Purchaser(s)/Allottee (s) shall not be entitled to use said Parking Space for his/her/their other purposes .

THE THIRD SCHEDULE ABOVE REFERRED TO

(Consideration)

Consideration for the said Duplex / Bungalow / Row House (Excluding the amount of all Taxes, Utility Charges, Advance Maintenance Charges and Sinking Fund) mentioned in the Part – I of the **Second Schedule** herein above, is of **Rs.** **(Rupees** **only)**.

THE FOURTH SCHEDULE ABOVE REFERRED TO :

(COMMON AREAS & INSTALLATIONS , AMENITIES AND FACILITIES)

PART-I

(COMMON AREAS & INSTALLATIONS)

(Common Areas divided proportionately amongst the Apartment Owner/s)

1. Proportionate share of the land comprised in the said Premises attributable to all the residential Duplex / Bungalow / Row House in the Project.
2. Street having lighting, fixtures and fittings.
3. Swimming Pool

4. Gymnasium
5. Air conditioned Community Hall
6. Children's Park
7. Indoor Games Room
8. Fire Fighting systems and alarms in the common areas if any.
9. Common Passages and Lobbies on the ground.
10. Corridors, Driveways, Lawns ,Open Spaces, Common Lavatories/ Toilets(if any) in the Ground Floor.
11. Water Pump with motor and Pump House, Overhead Water Tank, Water Pipes and other plumbing installations, Underground Water Reservoir.
12. Electric Wiring, Meters and space for installation of Electric meter on the ground floor and Electrical Sub-Station.
13. Tube well (if any)/..... Water supply.
14. Water and sewerage evacuation pipes from the Duplex / Bungalow / Row House to the drains, sewers common to the said Duplex / Bungalow / Row House.
15. Boundary walls and gate in respect of the said Premises and all areas or parts of the project required for ingress and egress to.
16. Security Room
17. Generator & Transformer
18. Beam, Columns, Girders and supports.
19. Any other facility and area provided for common use.
20. Security system (if any)
21. Such other equipments, installations, fixtures, fittings and spaces in or within the said project comprised within the said premises as are necessary for passing to the user and occupancy of the Units in common portions for the said project 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.

PART-II

(AMENITIES AND FACILITIES)

<u>SECTION -A :</u>	AMENITIES
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a)	Swimming Pool
b)	Gymnasium
c)	Air conditioned Community Hall
d)	Badminton Court
e)	24 x 7 Security and (CCTV)
f)	Meditation & Adda Zone
g)	A.C. Indoor Games Room (T.T. Room, Chess, Carom Board, T.V. etc.)
h)	Visitors' Car Parking Space
i)	Mandir, Garden, Children's Park
<u>SECTION- B :</u>	(Common installations for which proportionate additional /separate costs are to be paid by the Purchaser)
a)	Electrical installations relating to meters, transformer and sub-station for receiving electricity from the Electricity Authority.
b)	Common Power Generator for providing stand-by power for common light(s), lift(s), pump(s) and other common services as also upto watts for 2BHK watts for 3BHK and watts for 4BHK Flat Units.
c)	Other facilities or installations, if any, provided for the common use of the Unit Owners of the Premises and not covered by Section A hereinabove.

THE FIFTH SCHEDULE :
(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 Duplex / Bungalow / Row House 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 Duplex / Bungalow / Row House Owner/s in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions. **Here the rate of Maintenance Charges for the first year has been fixed @ Rs.-/- Per Sq. ft. per annum on total Saleable Area . The Allottee/Purchaser will pay the monthly Maintenance Charge to the Owner's Association on/and from the month of (As we have obtained the Completion Certificate from Kirtipur – II Gram Panchayet on**).

2. **OPERATIONAL** : All expenses for running and operating all machines equipments and installations comprised In the Common Areas and Installations (including, Lifts, Water Pump with Motor, Generator, Fire Fighting Equipments and accessories, CCTV, Security Systems, Deep Tube Well, Equipments 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.
3. **STAFF** : The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftmen etc.) including their bonus, other emoluments, benefits etc.
4. **TAXES** : Panchayet 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).
5. **INSURANCE** : Insurance premium, if Incurred for insurance of the said Project and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
6. **COMMON UTILITIES** : Expenses for serving / supply of common facilities and utilities and all charges incidental thereto. **Here the rate of Utilities Charges has been fixed @ Rs./- Per Sq.ft. on total Saleable Area .**
7. **COMMON SECURITY** : Expense for providing Security for the said Project Premises by such Nos. of Security Personals as may be deem fit and proper by Owner/Vendor or Association on its formation.
8. **AMC** : Annual Maintenance cost (AMC) 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.

9. **RESERVES** : Creation of funds for replacement, renovation and/or other periodic expenses.
10. **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
"PURCHASER'S COVENANTS"

1. **ON AND FROM THE DATE OF POSSESSION, THE PURCHASER(S) / ALLOTTEE(S)/UNIT OWNER(S) AGREES , UNDERTAKES AND COVENANTS :**
 - a) To comply with and observe the rules, regulations and bye-laws framed by the Association from time to time;
 - b) To permit the Promoter, Association and their respective men, agents and workmen to enter into the said Duplex / Bungalow / Row House for the Common Purposes of the Project whenever required.
 - c) To deposit the amounts for various purposes as required by the Promoter or the Association;
 - d) To use and occupy the said Duplex / Bungalow / Row House only for the purpose of his/her/their residence;
 - e) To use the Common Portions without causing any hindrance or obstruction to other Duplex / Bungalow / Row House Owners and occupants of the Project;
 - f) To keep the said Duplex / Bungalow / Row House and Partition walls, sewers, drains pipes, cables, wires, entrance and main entrance of any other Duplex / Bungalow / Row House in the Project and/or in the Premises in good condition so as to protect and keep in habitable condition of the other Duplex / Bungalow / Row House of the Project;

- g) Not to make any alteration or cut or damage the beams and columns passing through the said Duplex / Bungalow / Row House or the Common Portions for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise;
- h) To sign and deliver to the Promoter all papers, applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Duplex / Bungalow / Row House from the **WBSEB** Limited in the name of the Purchaser(s).
- i) To bear and pay compulsorily/mandatorily the Common Expenses and other outgoings in respect of the Premises proportionately and the said Duplex / Bungalow / Row House wholly if he/she/they do/does not use the same forever .
- j) To pay Panchayet Taxes(if any) and all other rates, taxes, levies, duties, charges and impositions, outgoings and expenses in respect of the Project and the Premises proportionately and the said Duplex / Bungalow / Row House wholly and to pay proportionate share of such rates and taxes payable in respect of the said Duplex / Bungalow / Row House until the same is assessed separately by the Concerned Authority;
- k) Not to be allow the entry and exit of the Car or Two Wheeler, use of lifts and other amenities of the Project, mentioned herein above, if the unit owner(s)/Allottee(s) / Purchaser(s) does not paid the Maintenance Charges and/or dues for 3 (Three) months or over and also does not abide by the rules and regulations of the Association(upon formation).
- l) Not to be allowed to make slaughtering of the animals to celebrate the animal-sacrifice ceremony within the premises of the Project "**GARDENIUM**"
- m) To pay for other utilities consumed in or relating to the said Duplex / Bungalow / Row House;
- n) Not to hang or cause to be hung clothes or any other things in Common Areas. The Allottee/Purchaser shall not be allowed to hang clothes outside the balcony.
- o) Not to raise any objection against any unit owner of the other sector for the use of common areas, amenities and facilities, installed at Sector as well as in the entire project having four sectors, morefully described in the **Fourth Schedule** herein above.

- p) To allow the other Duplex / Bungalow / Row House Owners' rights of easements and/or quasi-easements;
- q) To make payment regularly and punctually of the Common Expenses, Maintenance Charges, Electricity Charges, panchayet Taxes and other payments mentioned herein within 7 (seven) days of the receipt of demand or relevant bill, whichever be earlier.
- r) Not to raise any objection against the Vendors in regards to quality of construction, common facilities and amenities, specifications and other ancillary items.
- s) Not to raise any objection and monetary claim against the Vendors relating to the possession of the Duplex / Bungalow / Row House.
- t) To observe and comply with such other covenants as be deemed reasonable by the Vendor(s) for the Common Purposes.
- u) To hand over one set of keys of their car to the association for emergency removal of car in case of fire or other exigencies and for smooth ingress and egress of car/s. If the Allottee does not comply this term, he will be solely responsible for the consequences, damages and legal litigations.
- v) To bear mandatorily the total cost incurred for making rectification in this Deed of Conveyance.

2A. ON AND FROM THE DATE OF POSSESSION, THE PURCHASER(S)/ ALLOTTEE(S) / UNIT OWNER(S) AGREES AND COVENANTS:

- a) not to put any nameplate or letter box or neon-sign or board in the Common Portions or on the outside wall of the Project save at the place as be approved or provided by the Vendors as well as the Promoter Provided However that nothing contained herein shall prevent the Purchasers to put a decent nameplate on the outface of the main door of the said Duplex / Bungalow / Row House;

- b) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Duplex / Bungalow / Row House or any portion thereof;
- c) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Duplex / Bungalow / Row House or any part of the Project or the Premises or may cause any increase in the premium payable in respect thereof;
- d) not to decorate the exterior of the Duplex / Bungalow / Row House otherwise than in the manner agreed by the Vendor in writing or in the manner as near as may be in which it was previously decorated;
- e) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other common areas or installations of the Project;
- f) not to store or allow anyone to store any goods articles or things such as shoes, shoe racks, in or around the staircase, lobby landings or other common areas or installations of the Project;
- g) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Duplex / Bungalow / Row House in the Project;
- h) not to object to or hinder sanction of further/additional vertical or other constructions or to the resultant variation in the said Undivided Share and the Purchasers shall not object to the changes and/or inconvenience caused due to such construction being made.

- j) not to shift or obstruct any windows or lights in the said Duplex / Bungalow / Row House or the Project;
- k) not to permit any new window/ light opening/ doorway/ path/ passage /drain or other encroachment or easement to be made or acquired in against out of or upon the said Duplex / Bungalow / Row House without the prior consent in writing of the Vendor and/or the Association;
- l) not to park or allow anyone to park any car or two wheeler at any place other than the space earmarked for parking car(s) and two wheeler(s) of the Purchasers;
- m) not to let out/rent/part/sell/lease-out, with possession of the parking space to the non residents of the Project, by the Purchasers/Allottees hereunder, independent of the said Duplex / Bungalow / Row House and to use the same only for the purpose of parking of a medium size motor car or two wheeler, mentioned in the Schedule herein.
- n) not to object to or cause any hindrance regarding the use and exercise of the right of pedestrian passage over the driveway/Common Passage of the Project known as “**GARDENIUM**” by the unit owners, residents and occupants of ".....".
- o) Not to install their own pump machine inside the said Duplex / Bungalow / Row House.
- p) Not to enter into the Community Hall when other Allottee/Unit Owner reserves/books the same on rent for his/her/their personal purpose.

THE SEVENTH SCHEDULE ABOVE REFERRED TO :

(Restrictions)

The Purchaser(s)/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 Project Regulations and save 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 Project 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 and/or
- IV. Make any claim of nature whatsoever against any person who has been granted any right by the Vendors in respect of the premises not effecting the rights hereby granted to the Purchaser nor against the Vendors with regard thereto nor shall in any manner obstruct such user and/or enjoyment.
- V. Raise any objection relating to the title of land underneath the building and the quality of materials used for the construction of the said flat/project.
- VI. Every allottee(s) who lets his/her/their apartment for occupation by others on lease, tenancy, mortgagee, or otherwise, shall include in the relevant Agreement, a clause as approved by the Association, binding the occupant to pay, in proper time, the monthly maintenance assessments directly to the Association. A copy of the said Agreement, along with an undertaking by the occupant to abide strictly by the Bye-laws of the Association, and to make payment in full, and in time, all maintenance assessment as raised, shall be submitted to the Association BEFORE occupation of the Project.

WITNESSETH WHEREOF, the Parties have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED SEALED AND DELIVERED

At Kolkata in presence of: -

1.

JUPITER DEVELOPERS

Partner

JUPITER

Partner

MR. RANJIT BANERJEE

As Constituted Attorney of GLF
Projects Limited, Nicky Commercial
Private Limited, Nitu Developers Private
Limited, Jamal Uddin Molla

SIGNATURE OF THE OWNERS

JUPITER DEVELOPERS

Partner

SIGNATURE OF THE PROMOTER

SIGNATURE OF THE PURCHASER(S)

Prepared and Drafted by me

Note : Out of Total Stamp Duty payable, the amount of Rs. 500/- 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** (the Vendor herein) from the within named **PURCHASER(S)** the amount of **Rs.** (**Rupees** **only**) as per the following MEMO for Sale of the said Duplex / Bungalow / Row House:

CHEQUE NO	DATE	BANK NAME	AMOUNT
TOTAL AMOUNT			

(Be it noted in case of sale of any New Duplex, Bungalow & Row House in Sector I, all consideration with GST will be deposited in Account of Jupiter Developers and Jupiter Developers will pay 25% of the said amount to Jupiter.)

SIGNED, SEALED AND DELIVERED
BY THE PARTIES AT KOLKATA
IN THE PRESENCE OF:

1)

**For JUPITER DEVELOPERS
AND For JUPITER**

Ranjit Singh
Partner

JUPITER DEVELOPERS

2)

Partner

SIGNATURE OF THE PROMOTER