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THIS CONVEYANCE is made this

day of

2019

BETWEEN

- (1) JASMINE COMMOTRADE PRIVATE LIMITED, having Income
 Tax Permanent Account (PAN) No. "AACCJ0563G" a company within
 the meaning of the Companies Act, 2013 having its registered office
 at 131, Park Street, PS Park Street, P.O. Park Street, Kolkata-700017
- (2) SIMPLE BUILDERS & REALTORS PRIVATE LIMITED, having Income Tax Permanent Account (PAN) No. "AAMCS3318L"

Regn. Ne. 1104/95 C.M.M.'s Court 2 & 3, Banksnak Street Calcutto - 700001 JASN!INE COMMOTRADE PVT. LTD.

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Authorised Signatory / Director

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131 Park Street Kolkata - 700017

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(3) COOLBRAIN REALTORS & BUILDERS PRIVATE LIMITED having Income Tax Permanent Account (PAN) No. "AADCC4666J"

- (4) **DHANKIRAN VINTRADE PRIVATE LIMITED**, having Income Permanent Account (PAN) No. "AACCD9631R"
- (5) **NEXTGEN COMMODEAL PRIVATE LIMITED**, having Income Tax
 Permanent Account (PAN) No. "AACCN8399N"
- (6) **DECENT VINTRADE PRIVATE LIMITED**, having Income Tax Permanent Account (PAN) No. "AACCD9632N"
- (7) **MOTION BUILDERS PRIVATE LIMITED**, having Income Tax Permanent Account (PAN) No. "AAFCM7169N"
- (8) **IDEAL REALTORS & DEVELOPERS PRIVATE LIMITED**, having Income Tax Permanent Account (PAN) No. "AABCI9525J"

All being companies within the meaning of the Companies Act, 2013, having their registered offices at No. 14, Mullick Street, P.S. – Burra Bazar, P.O. Burra Bazar Kolkata – 700007

- (9) **GAJVADAN BARTER PRIVATE LIMITED**, having Income Tax Permanent Account (PAN) No. "AAECG0776E"
- (10) HARRY VINCOM PRIVATE LIMITED, having Income Tax Permanent Account (PAN) No. "AACCH5651D"
- (11) **JAYITA VINIMAY PRIVATE LIMITED**, having Income Tax Permanent Account (PAN) No. "AACCJ5030E"
- (12) KANISHKA TRADELINK PRIVATE LIMITED, having Income Tax Permanent Account (PAN) No. "AAECK2016P"
- (13) KURUKSHETRA COMMOTRADE PRIVATE LIMITED, having Income Tax

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Regn. No. 116/08 C.M.M./s Court 2 & 3, Barns no Street Calcutta - 20001

Permanent Account (PAN) No. "AAECK2015Q"

(14) **NIKHILESH TIE - UP PRIVATE LIMITED**, having Income Account (PAN) No. "AADCN4914C"

(15) PRAJAKTA DEALTRADE PRIVATE LIMITED, having Permanent Account (PAN) No. "AAFCP7991R"

- Regn. No.:1101/98
- (16) **BRIDGET VINIMAY PRIVATE LIMITED**, having Income Tax Permanent Account (PAN) No. "AAECB3850E"
- (17) BRYAN VANIJYA PRIVATE LIMITED, having Income Tax Permanent Account (PAN) No. "AAECB3853H"
- (18) **DEVADIDEV VINIMAY PRIVATE LIMITED**, having Income Tax Permanent Account (PAN) No. "AADCD6833A"
- (19) **DEWANSH VANIJYA PRIVATE LIMITED**, having Income Tax Permanent Account (PAN) No. "AADCD6832B"
- (20) **ENRIQUE VINIMAY PRIVATE LIMITED,** having Income Tax Permanent Account (PAN) No. "AACCE5856F"
- (21) **SIMONE TRADELINK PRIVATE LIMITED** having Income Tax Permanent Account (PAN) No. "AAPCS2080J"
- -all being companies within the meaning of the Companies Act, 2013 having their respective registered offices at 109, Park Street, P S Park Street, P.O.

Kolkata-700016 hereinafter referred to as "the PROMOTERS" or "the First Phase Promoters" (which expression shall unless repugnant to the context mean and include their respective successors, representatives and assigns) of the ONE PART

(1) ______P. K. Datta

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(having Income Tax PAN No	son/wife of
	residing at \(\begin{align*} \frac{C_{e/C_ut_u}}{N_{e,:1101/98}} \end{align*}
	P.S.
(2)	(having Income Tax PAN
No) son/wife of
	residing at
	P.S.
hereinafter referred collecti	vely to as the "ALLOTTEE" (which expression shall
unless repugnant to the c	ontext mean and include their respective heirs, legal
representatives, executors, a	dministrators and assigns) of the OTHER PART
	OR
M/s	(having Income Tax
PAN No) a firm / company and having its office /
registered office at	P.S.
hereinaft	er referred collectively to as the ALLOTTEE (which
expression shall unless repu	gnant to the context shall mean and include its
successors, representatives	and assigns) of the OTHER PART.
DEFINITIONS.	

DEFINITIONS:

In this Agreement the following expressions unless repugnant to the context shall have the meaning assigned thereto:

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Authorised Signatory / Director

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- I. "Association" means the association of all the Allottees of the apartments in the Building Complex and shall mean the Maintenance Agent until formation of such association.
- II. "Apartment" means the residential flat in the First Phase Second Part of the Building Complex allotted to the Allottee and more fully described in the Part-I of the Second Schedule hereunder.
- III. "Architect" means M/s. Raj Agarwal & Associates or such other person or persons whom the Lead Vendor may appoint from time to time as the architect of the Second Phase of the Building Complex.
- IV. "the Act" means the West Bengal Housing Industry Regulation Act, 2017 (West Bengal Act XLI of 2017).
- V. "Building Complex" means the Building Complex known as Atri Green Valley comprising of First Phase containing eight blocks of Buildings out of which six blocks of Buildings have been constructed and two blocks of buildings are under construction on the First Phase Land and Second Phase containing eleven blocks of buildings on the Second Phase Land out of which 6 blocks of buildings are under construction and the construction of the remaining buildings shall take place shortly.
- VI. "the Building" means the building block comprised in the Building Complex wherein the Apartment is located.
- VII. "Built up Area" means the covered area measured at the floor level in an apartment taking the external dimensions of the apartments including the covered

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area of balconies / verandahs. Provided however in case of the walls separating one flat from the other 50% of such wall area shall be taken into account.

VIII. "Co-allottees" or Co-owners" or "Co-purchasers" means the allottees of complex owners or purchasers of other apartments in the Building Complex.

- IX. "Common Areas and Installations" means the said Land or the First Phase Land and more fully described in the First Schedule hereunder as also the entrance, passages, driveways, staircase, roof, lift, common lavatory, electric meter room, pump room, reservoir, overhead water tank, water pump, motor, water connection, drainage connection etc. comprised in the Building Complex meant for common use and enjoyment by the Allottee along with the Co-allottees and more fully described in the Part I of the Fourth Schedule hereunder.
- X.. "Carpet Area" means the net usable floor area of the Apartment excluding the area covered by external walls, areas under the service shafts, exclusive balcony or verandah area and the exclusive open terrace area but includes the area covered by the internal partition walls of the Apartment.
- XI. "Common Expenses" means all costs, charges and expenses required for upkeep and maintenance of all the Common Areas and Installations, Common Easements and Common Services in the Building Complex and more fully described in the Seventh Schedule hereunder.
- XII. "the Commencement Date" means the date of this Agreement.
- XIII. "Driveway" means the road and/or driveway having an average width of 10 meters more or less passing through the said First Phase Land and connecting the

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Second Phase Land with the municipal road and more fully described in the Easement Agreement.

XIV. "Entire Land" means the said Land described in the First Schedule hereunder together with the Second Phase Land.

XV. "Easement Agreement" means the Agreement dated 2 April 2014 made between the Promoters and therein referred to as the owners of the one part and the Second Phase Promoters therein referred to as the grantee of the other part and duly registered in the office of the District Sub Registrar-IV South 24-Parganas, Alipore in Book no. 1, CD Volume no. 14 at pages from 2820 to 2840 and being Deed no. 2573 for the year 2014 whereby and whereunder the First Phase Promoters in recognition of the right of passage of the Second Phase Promoters from the Second Phase Land to the municipal road through the First Phase Land granted a right to the Second Phase Promoters to have access to and from the Second Phase Land to the municipal road with or without vehicle from the Driveway passing through the First Phase Land and on the terms and conditions therein stated.

XVI. "First Phase Land" or "the said Land" means ALL THAT pieces or parcels of land measuring 279 decimals more or less and comprised in L.R. Dag nos.505, 506, 582, 583, 584, 586, 587, 588, 589 and 590 L.R. Khatian No. 2853/1, 2854/1, 2855/1, 2856/1, 2857/1, 2858 to 2872 and 3031 J.L No.71, Mouja- Jagaddal, Holding no.456, Dwarir Road, Kolkata - 700151, P S Sonarpur South 24-Parganas under Rajpur Sonarpur Municipality and more fully described in the Schedule hereunder.

XVII. "First Phase" means that part of the Building Complex which has been constructed and/or is being constructed by the Promoters on the First Phase Land.

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XVIII. "First Phase First Part" means that part of the First Phase of the Building Complex on which six blocks of buildings have already been constructed by the Promoters.

XIX. "First Phase Second Part" means that part of the Second Phase of the Building Complex on which remaining two blocks of buildings are under construction by the Promoters.

XX. "Facilities and Amenities" means the facilities and amenities other than the Common Areas and Installations provided in the Building Complex which shall be enjoyed by the Allottee along with the Co-allottees and more fully described in the Part II of the Fourth Schedule hereunder.

XXI. "Garages" means the garages and parking Spaces shown in the Building Plan.

XXII. "Second Phase Land" means ALL THAT pieces or parcels of land measuring 297 decimals more or less and comprised in L.R. Dag nos. 507, 510, 511, 512, 513, 514, 518, 519, 521, 522, 523, 524, 527, 528, 529, 530, 531, 532 and 585, J.L No.71, Mouja - Jagaddal, Holding no.1499, Dwarir Road, kolkata - 700151, P S Sonarpur, South 24-Parganas under Rajpur Sonarpur Municipality.

XXIII "Maintenance Agent" means Jasmine Commotrade Private Limited being the lead Promoter or such other person or agency or association as may be formed or appointed by the Maintenance Agent for providing maintenance services in the Building Complex.

XXIV. "Maintenance Services" means the services to be rendered or provided by the Maintenance Agent or the Association as the case may be for maintenance of the JASN!NE COMMOTRADE PVT. LTD.

11-6 OCT 2019

Common Areas and Installations as well as Facilities and Amenities in the Building Complex.

XXV. "Parking Space" means the open/covered space at the ground level of the Building Complex and reserved for the Purchaser for parking a car/scooter and more fully described in Part-II of the Second Schedule hereunder.

XXVI. "Principal Maintenance Agreement" means the Agreement dated 16 April 2015 entered into by and between the Promoters and the Second Phase Promoters for maintenance of the Building Complex by the Maintenance Agent.

XXVII. "Proportionate Share" in respect of the undivided interest in the Common Areas means the proportion which the carpet area of the Apartment bears to the total carpet area of all the apartments comprised in the First Phase of the Building Complex and in respect of the Common Expenses or the maintenance expenses means the proportion which the carpet area of the Apartment bears to the total carpet area of all the apartments in the Building Complex.

XXVIII. "Proportionate Expenses" means the Proportionate Share of the Common Expenses.

XXIX. "Project" means the Housing Project known as Atri Green Valley First Phase Second Part being developed by the Promoters on the said Land described in the First Schedule hereunder.

XXX. "Possession Date" means the date on which the Purchaser is deemed to have or has taken possession of the Apartment as stated in Clauses 7.1 and 7.3 hereunder.

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XXXI. "Rules" means West Bengal Housing Industry Regulation Rules, 2018

under the West Bengal Housing Industry Regulation Act, 2017.

XXXIII. "Regulations" means the Regulations made under the Act.

XXXIV. "Second Phase" means that part of the Building Complex which is being

constructed and developed by the Second Phase Promoters on the said Land.

XXXV. "Super Built Area of the Flat" means the Built up Area of the Apartment

together with the proportionate share in the areas covered by the Common Areas

and Installations.

XXXVI. "Sale Agreement" means the Agreement dated . . made between the

Promoters of the one part and the Allottee of the other part whereby and whereunder

the Promoters agreed to sell and the Allottee agreed to purchase the Apartment at

the Total Price and on the terms and conditions stated therein.

XXXVII. "Sanctioned Plan" means the Plan sanctioned by Rajpur-Sonarpur

Municipality vide Plan Sanction no. 2100/CB/25/55 dated 06/02/2013 and

renewed on dated 07/06/2019 and includes any subsequent alteration or

modification in such plan as may be sanctioned by the said Municipality or any other

competent authority.

XXXVIII. "Section" means a Section of the Act.

XXXIX. "Total Price" means the price and/or consideration payable by the Allottee to

the Promoters for purchasing the Unit and stated in Clause 1.2 and the Fifth

Schedule hereunder.

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P. K. Defte Regn. No.: 1101/64 C.M.M.'s Colum 173; Homes and Street XL. "Terrace" means balcony, verandah and open terrace and reserved for exclusive use of the Apartment.

XLI. "Unit" means the Apartment more fully described in the Part D Second Schedule hereunder together with exclusive balcony/verandah/open terrace if any, attached thereto and exclusive Parking Space if any, described in Part II of the Second Schedule hereunder and also together with indivisible proportionate share in the Common Areas and Installations in the Second Phase of the Building Complex.

XLII. Any singular expression used herein shall include plural and vice versa.

XLIII. Words importing masculine gender includes neutral or feminine gender and vice versa.

XLIV. Reference to any statute include all amendments or reenactments of such statute and all rules and regulations framed thereunder.

WHEREAS

A. By a Deed of Conveyance dated 14th day of February 2011 and made between the Promoters herein and therein referred to as the purchasers of the one part and Mrs. Akanksha Chawla therein referred to as the vendor of the other part and registered in the office of the District Sub Registrar-IV, South 24-Parganas in Book No.1, CD Volume No. 4 at pages from 2961 to 2983 and being Deed No. 1060 for the year 2011 the said Akansha Chawla sold, transferred and conveyed All that pieces or parcels of land measuring 48 decimals more or less together with a tiled shed structure thereon measuring about 500 square feet built on a part thereof and comprised in L R Dag Nos. 505, 506 and 586 corresponding to R S Dag Nos.

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491, 492 and 570 respectively in Mouja Jagaddal, P S Sonarpur in the District of South 24-Parganas and within the limit of Rajpur-Sonarpur Municipality to the First Phase Promoters herein at the consideration and on the terms and conditions stated therein.

- B. By another Deed of Conveyance also dated 14th day of February 2011 and made between the Promoters herein and therein referred to as the purchasers of the one part and Mrs. Usha Seth therein referred to as the vendor of the other part and registered in the office of the District Sub Registrar-IV South 24-Parganas in Book No. 1, CD Volume No. 4 at pages from 3008 to 3031 and being Deed No. 1062 for the year 2011 the said Mrs. Usha Seth sold, transferred and conveyed All that pieces or parcels of land measuring 102.5 decimals more or less together with a tiled shed structure thereon measuring about 1,000 square feet built on a part thereof and comprised in L R Dag Nos. 582, 587, 588, 589, 590 corresponding to R S Dag Nos. 566, 571, 572, 573 and 574 respectively in Mouja Jagaddal, P S Sonarpur in the District of South 24-Parganas and within the limit of Rajpur-Sonarpur Municipality to the Promoters herein at the consideration and on the terms and conditions stated therein.
- C. By another Deed of Conveyance also dated 14th day of February 2011 and made between the Promoters herein and therein referred to as the purchasers of the one part and Mahender Lal Seth therein referred to as the vendor of the other part and registered in the office of the District Sub Registrar-IV South 24-Parganas in Book no.1, CD Volume no. 4 at pages 2984 to 3007 and being Deed no.01061 for the year 2011 the said Mahender Lal Seth sold, transferred and conveyed All that pieces or parcels of land measuring 102.5 decimals more or less together with

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- D. By a Deed of Conveyance dated 25th day of January 2012 and made between Aktar Hossian Sarkar, Sattar Hossian Sarkar, Rahaman Hossian Sarkar, Mannan Hossian Sarkar, Ansari Bewa, Anowara Bibi and Sanowara Bibi therein collectively referred to as the vendors of the one part and Simone Trade Link Private Limited therein referred to as the purchaser (being the Promoter no. 21 herein) of the other part and registered in the office of the Additional District Sub Registrar Sonarpur in Book no.1, CD Volume no. 2 at pages 5467 to 5482 and being Deed no.760 for the year 2012 the said Aktar Hossian Sarkar and six others sold, transferred and conveyed All that pieces or parcels of land measuring 3.67 decimals more or less and comprised in L R Dag no. 584 corresponding to R S Dag nos. 568 in Mouja Jagaddal, P S Sonarpur in the District of South 24-Parganas and within the limit of Rajpur-Sonarpur Municipality to the said Simone Trade Link Private Limited at the consideration and on the terms and conditions stated therein.
- E. By another Deed of Conveyance also dated 25th day of January 2012 and made between Achuri Bibi therein referred to as the vendor of the one part and Simone Trade Link Private Limited therein referred to as the purchaser (being the Promoter no. 21 herein) of the other part and registered in the office of the Additional District Sub Registrar Sonerpurin Book no. 1, CD Volume no. 2 at pages

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transferred and conveyed All that pieces or parcels of land measuring 13 decimals more or less and comprised in L R Dag no. 584 corresponding to R S Dag nosin568 in Mouja Jagaddal, P S Sonarpur in the District of South 24-Parganas and within the limit of Rajpur-Sonarpur Municipality to the said Simone Trade Link Private Limited at the consideration and on the terms and conditions stated therein.

- F. By another Deed of Conveyance also dated 25th day of January 2012 and made between Kasem Ali Sardar and eighteen others therein collectively referred to as the vendors of the one part and Simone Trade Link Private Limited therein referred to as the purchaser (being the Promoter no. 21 herein) of the other part and registered in the office of the Additional District Sub Registrar Sonarpur in Book no. 1, CD Volume no. 2 at pages 5289 to 5311 and being Deed no. 773 for the year 2012 the said Kasem Ali Sardar and eighteen others sold, transferred and conveyed All that pieces or parcels of land measuring 9 decimals more or less and comprised in L R Dag no. 583 corresponding to R S Dag nos. 567 in Mouja Jagaddal, P S Sonarpur in the District of South 24-Parganas and within the limit of Rajpur-Sonarpur Municipality to the said Simone Trade Link Private Limited at the consideration and on the terms and conditions stated therein.
- G. By reason of the aforesaid the Promoters jointly purchased and acquired land measuring 279 decimals equivalent to 163 cottahs 10 chittacks and 10 square feet more or less and comprised in L R Dag nos. 505, 506, 582, 583, 584, 586, 587, 588, 589 and 590, corresponding to R S Dag nos. Nos 491, 492, 566, 567, 568, 570, 571, 572, 573 & 574, L.R. Khatiyan no. 2853/1, 2854/1, 2855/1, 2856/1, 2857/1, 2858 to 2872 and 3031 and olying and situated in Mouja Jagaddal P S

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Authorised Signatory / Director

Sonarpur in the District of South 24- Parganas within the limit of Ward no. 25 under to Rajpur-Sonarpur municipality and more fully described in the First Schedule?

- H. The Promoters after purchasing the First Phase Land got the First Phase Land mutated in their names in the records of the land authorities as well as Municipal authorities and the First Phase Land was numbered by Rajpur-Sonarpur Municipality as Holding no. 456, Dwarir Road, Kolkata 700151.
- I. The Promoters have got the said Land mutated in their name in the LR Record of Rights and converted the user of the said Land to Bastu (Commercial) under Section 4C of the West Bengal Land Reforms Act, 1955.
- J. The remaining Promoters for convenience have duly authorised the First Phase Promoter M/s. Jasmine Commotrade Private Limited, to represent them in all matters relating to development, construction and marketing of the First Phase of the Building Complex and accordingly the First Promoter shall be the Lead Promoter and the remaining Promoters shall be bound by all acts of the Lead Promoter.
- K. Atri group through its group companies has been developing a Residential Housing Project known as Atri Green Valley in two Phases having first Phase comprising of eight blocks of residential buildings and the second phase comprising of eleven blocks of residential buildings at Dwarir Road, P S Sonarpur, South 24-Parganas and has completed construction of the First Phase First Part comprising of six blocks of residential buildings and construction of the Second Phase First Part is in progress.

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11.6 OCT 2019

L. The Promoters being the group companies of Atri group have purchased and acquired First Phase Land and have completed construction of the First Phase First Part comprising of six blocks of residential buildings and have launched First Phase Second Part comprising of the remaining two blocks of residential buildings.

- M. The Second Phase Land is owned by other group companies of Atri group comprising of Mangalbela Real Estates Private Limited and thirty-two other companies (herein collectively referred to as "the Promoters of the Second Phase") and the Promoters of the Second Phase and their assigns have perpetual right to use the Driveway passing through the First Phase and such right is recorded in the registered Easement Agreement.
- N. For the purpose of maintenance of the Common Driveway as also Facilities and Amenities which are to be shared by the apartment owners of both the Phases a Principal Maintenance Agreement dated 16th day of April 2015 has been executed by and between the Promoters herein and the Second Phase Promoters for maintenance of the entire Building Complex by Jasmine Commotrade Private Limited being the lead and/or First Promoter of the First Phase until formation of a common Association of both the Phases.
- O. By a Sanction Plan no. 2100/CB/25/55 dated 06/02/2013 and renewed on dated 07/06/2019 Rajpur Sonarpur Municipality sanctioned the Plan and the Lead Promoter commenced construction of the First Phase Second Part of the Building Complex (the Project) on the said Land.
- P. The Promoters have registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulation Authority at kolkata on

2019 under Registration no

Regn. No. 1101/98
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2 & 3, Banksnad Street

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- Q. By the Sale Agreement duly registered in the office of ADSR. Sonarpur, in Book no. 1, Volume no. . . at pages . . to . . being Deed no. . N for the year the Promoters agreed to sell to the Allottee and the Allottee agreed to purchase the Apartment no. . having carpet area of . . square feet more or less on . . floor in Block/Building no. together with attached Terrace having carpet area of ... square feet more or less and also together with an utility room of . . more or less in the ground floor of the said Building along with covered/open Parking Space no. . measuring . . . square feet more or less at the ground level and prorata share in Common Areas as defined in Clause (m) of Section 2 of the Act and more fully described in the Second Schedule hereunder and hereinafter referred to as the said Unit at a Total Price of Rs. (Rupees . .) payable by the Allottee to the Promoters in instalments and on terms and conditions stated therein.
- R. The Promoters have completed construction of the Project on the said Land being the First Phase Second Part of the Building Complex in accordance with the Sanctioned Plan and have obtained Occupancy and/or Completion Certificate dated . . . from the competent authority.
- S. The Allottee has paid and/or caused payment of the entire Total Price and/or consideration for purchase of the said Unit and has obtained possession and/or is deemed to be in possession of the said Unit with effect from . .

(Possession Date)

T. The Allottee after having fully satisfied with the workmanship and quality of construction of the said Unit and more particularly the Apartment has taken possession of the said Unit without any demur or protest and has requested the

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Promoters to complete the transaction by executing and registering the Conveyance of the said Unit in his favour.

NOW THIS CONVEYANCE WITNESSETH AS FOLLOWS:-

1. In pursuance of the Sale Agreement and in consideration of the said sum of Rs. . . . (Rupees.

only) being the entire Total Price or consideration stated in the Sale Agreement paid by and/or on behalf of the Allottee to the Promoters (receipt whereof the Promoters do and each of them doth hereby as well as by the Memo of Consideration setforth hereunder admit and acknowledge) the Promoters do and each of them doth hereby grant, sell, transfer, convey, assign and assure unto the Allottee ALL THAT residential Apartment no. . . having carpet area of square feet more or less on . . floor of the Building no. . in the First Phase of the Building Complex known as Atri Green Valley constructed on the First Phase Land lying and situated in Mouja Jagaddal P S Sonarpur being Holding no.456, Dwarir Road, Police Station Sonarpur, Kolkata-700 151, South 24 Parganas in Ward no. 25 of Rajpur-Sonarpur Municipality in the District of South 24-Parganas together with attached Terrace having carpet area of square feet more or less and also together with an Utility Room no. having carpet area ofsq.ft. more or less in the ground floor of the said Building and more fully described in Part I of the Second Schedule hereunder TOGETHER WITH the Parking Space more fully described in Part II of the Second Schedule hereunder and ALSO TOGETHER with indivisible undivided proportionate share in the Common Areas and Installations including the said Land comprised in the Second Phase of the JASMINE COMMOTRADE PVT. LTD.

19.5 OCT 2011

Building Complex and herein collectively referred to as "the said Unit" HOWSOEVER OTHERWISE the said Unit or any part thereof now are or is or at any time or times heretofore were or was situated tenanted butted and bounded called known numbered described or distinguished TOGETHER WITH all singular and other rights liberties privileges easements appendages and appurtenances whatsoever to the said Unit belonging or in anyway appertaining thereto or usually held occupied or enjoyed therewith or known as part parcel or member thereof AND the reversion or reversions remainder or remainders and rents issues and profits thereof and every part thereof and all the legal incidents thereof AND all the estate right title interest property claim and demand whatsoever both at law and in equity of the Promoters unto and upon the said Unit and every part thereof TO HAVE AND TO HOLD the said Unit hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be TOGETHER WITH the right to use and enjoy the Common Areas and Installations as also the Facilities and Amenities described in the Third Schedule hereunder and Common Easements described in the Fourth Schedule hereunder along with the Co-owners or Co-Allottees EXCEPTING AND RESERVING unto the Co-owners or Co-Allottees the easements, rights and privileges mentioned in the Fifth Schedule hereunder free from all encumbrances, charges liens, lispendens, claims and demands whatsoever absolutely and forever but subject to making payment of proportionate share of the Common Expenses mentioned in the Sixth Schedule hereunder and also subject to restrictions and the covenants contained herein and in the Seventh Schedule hereunder and also subject to the stipulations and covenants contained in the Easement Agreement and the Principal Maintenance Agreement.

2. The Promoters do and each of them doth hereby covenant with the JASM!NE COMMOTRADE PVT. LTD

Allottee as follows:

That notwithstanding any act deed matter or thing by the Propoters dop (a). committed or knowingly permitted or suffered to the contrary the Promoters are now absolutely seized or otherwise well and sufficiently entitled to the said Unit hereby granted transferred conveyed sold assigned and assured or expressed or intended so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner or condition or other thing whatsoever to alter defeat encumber and make void the same and NOTWITHSTANDING any such act deed matter or thing the Promoters have now a good rightful power and lawful and absolute authority by these presents to grant transfer convey sell assign and assure unto the Allottee the said Unit absolutely in the manner aforesaid free from all encumbrances and liabilities whatsoever.

- (b). That the Promoters have delivered vacant possession of the said Unit to the Allottee and the Allottee shall and will from time and at all times hereafter peaceably and quietly possess and enjoy the said Unit and receive all rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Promoters or any person or persons lawfully or equitably claiming through under or in trust for them.
- (c). That the Allottee shall be freely clearly and absolutely acquitted exonerated and discharged from or by the Promoters or their predecessors-in-title and well and sufficiently saved defended kept harmless and indemnified of from and against all and all manner or former or other estates rights title interests liens charges and encumbrances whatsoever created made done occasioned or suffered by the Promoters or any of their predecessors-in-interior any person or persons rightfully 11.8-0C1 -2019

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claiming from under or in trust for the Promoters.

(d). That the Promoters and all persons having lawfully or equitably claiming any estate right title interest use trust property claim and demand whatsoever of into prupon the said Unit under or in trust for them shall and will from time to time and at all times hereinafter upon every reasonable request and cost of the Allottee make do execute and perfect or cause to be made done executed and perfected all such further and other assurances acts deeds matters and things whatsoever for further better and more perfectly assuring conveying and confirming the said Unit unto and to the benefit of the Allottee forever in the manner aforesaid as the Allottee shall or may reasonably require.

3. The Allottee hereby covenants with the Promoters as follows:-

- a) The sale of the Unit by the Promoters to the Allottee is subject to the restrictions and covenants contained in this Conveyance including the Seventh Schedule hereunder as also the stipulations and covenants contained in the Easement Agreement and the Principal Maintenance Agreement and the Allottee hereby declares that he shall own, possess, use and enjoy the Unit subject to the covenants and restrictions contained in this Conveyance including the Seventh Schedule hereunder as also the stipulations and covenants contained in the Easement Agreement and in the Principal Maintenance Agreement.
- b) The Allottee shall observe and perform all the restrictions, terms, conditions, covenants, stipulations contained in this Conveyance including those stated in the Seventh Schedule hereunder written and also the Easement Agreement and the Principal Maintenance Agreement.

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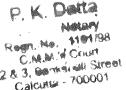
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- The Allottee shall make proportionate contribution for the purpose of forming and registration of the Association for management and maintenance of the Common areas and Installations as also Facilities and Amenities in the Project and/or Building Complex and shall also observe and comply with all rules, regulations and bye-laws that shall be framed by the Maintenance Agent or the Association.
- d) The Allottee shall make payment of the proportionate share of Common Expenses including proportionate share of municipal rates and taxes and other outgoings in respect of the Common Areas and Installations as well as Facilities and Amenities and shall also make payment of the entire maintenance charges and taxes including municipal taxes, multi storeyed building tax GST and all other outgoings in respect of the said Unit and keep the Promoters and the Co-owners or Co-Allottees saved, indemnified and harmless.
- e) The Allottee shall make payment of maintenance charges to the Maintenance Agent or the Association within the due date and, in default, the Maintenance Agent or the Association shall be at liberty to disconnect or discontinue all common services, amenities including supply of water to the said Unit and the right of user of the lift by the Allottee or his relatives, servants, agents, guests or visitors. Provided however the Allottee shall be forthwith entitled to restoration of all such common services and amenities upon payment of the arrears of maintenance charges together with interest at the rate specified in the Rules.
- f) The Allottee shall not make any structural change in the design and specification of the said Unit without obtaining prior permission of Municipality and

16 OCT 2019



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the Maintenance Agent / Association.

4. It is mutually agreed by and between the Promoters and the Atjottee as follows:

- (a) The undivided proportionate share in the Common Areas and Installations appertaining to the Apartment sold transferred conveyed granted assured unto and in favour of the Allottee shall always remain indivisible and impartible.
- (b) The Allottee shall not claim any ownership right or interest in any other unit in the Building Complex or in the Common Areas and Installations except the right to use and enjoy of the Common Areas and Installations as also Facilities and Amenities along with the Co-Allottees and/or Co-owners of other units in the Building Complex.
- (c) The Allottee as the Allottee of the Parking Space shall have a perpetual right to use and enjoy the Parking Space for parking of one motor car of standard size or motor cycle or scooter but shall have no undivided or impartible share in the said Land appertaining to the Parking Space. It is clearly agreed and understood that basis of computation of the undivided share of the Allottee in the Common Areas and Installations including the said Land shall be with reference to the covered area of the Apartment.
- (d) The Apartment along with the Parking Space shall be treated as a single indivisible unit for all purposes and consequently the Allottee shall enjoy the Apartment along with the Parking Space as a single indivisible unit and shall have no right to transfer only the Apartment or only the Parking Space to any third party.

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(e) The Allottee agrees that it shall be lawful for the Maintenance Agent or the Association to levy or impose maintenance charges in respect of the Parking Space.

- (f) In pursuance of the Act and the Rules the association of the allottees shall be deemed to be in possession of the Common Areas and Installations as well as the Facilities and Amenities and the Allottee shall have a right to enjoy the same alongwith Co-allottees subject to payment of the proportionate share of the Common Expenses.
- (g) The Lead Promoter shall keep all documents of title of the said Land, sanctioned plans original occupation/completion certificate etc., of the Project as an agent on behalf of the association of allottees and shall hand over the same to the Association as and when formed and registered. The Allottee at all reasonable times shall be at liberty to inspect and take copies of all such documents from the Lead Promoter or Association as the case may be.
- (h) The Building Complex is comprised of First Phase as well as the Second Phase. It is clearly agreed and understood that until formation and registration of the Association, the Maintenance Agent shall maintain the entire Building Complex as an agent of the association of the allottees of the First Phase and the Second Phase.
- (i) There shall be no discrimination between the Co-owners and/or Co-Allottees of the First Phase and the Second Phase of the Building Complex and the Allottee along with the Co-owners and/or Co-Allottees of the First Phase as well as the Second Phase of the Building Complex shall be at liberty to use and enjoy the Common Areas and Installations as also Facilities and Amenities of the entire Building Complex including the Second Phase and similarly the allottees and/or

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purchasers of the Second Phase shall be at liberty to use and enjoy the Common Areas and Installations of the First Phase.

- (j) The Promoters shall also be at liberty to make further constructions on the roof and the terraces of the Buildings in the Building Complex in accordance with law and the Allottee shall not cause any objection or hindrance to such construction.
- (k) The Promoters after obtaining requisite statutory approvals shall have a right to make any modification or alteration in any part of the Project which shall remain unsold or in the building elevation of the Buildings in the Building Complex.
- (I) The Maintenance Agent and/or the Association shall have right to frame and lay down all Rules and Regulations for proper enjoyment of the Building Complex by the Allottees thereof including the Allottee herein. In exercise of such power the Association shall be at liberty to fix the entry and exit time to and from the Building Complex, opening and closing of the main gate, duration of running of the lifts, time for switching on and switching off of the common lighting, duration of running of the water pump and generator etc.
- (m) The Maintenance Agent / Association shall have right to inspect the condition of the said Unit at all reasonable hours after giving at least twenty-four hours' prior notice in this regard to the Allottee.
- (n) The Building Complex shall always be known as Atri Green Valley and such name shall not be changed without prior written permission of the Promoters.
- (o) The Maintenance Agent and/or the Association shall have a right to nominate or appoint suitable agencies for cable T.V., telecom facilities etc. and the Allottee

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shall be obliged to obtain all such facilities through such agencies nominated or appointed by the Maintenance Agent and not through any other agency. It is clarified that the Allottee alone shall be liable to make all payments to the agency concerned for the services and the Maintenance Agent shall have no liability for the same.

- (p) It is expressly agreed and understood that the restrictive covenants and stipulations and the terms and conditions contained in this Conveyance Deed shall attach and run with the Apartment and/or said Unit and it shall be lawful for the Promoters or the Maintenance Agent or the Association to take action against the Allottee, its nominee and assigns for any breach, violation or threatened breach or violation of such restrictive covenants and stipulations and the terms and conditions.
- (q) It is recorded that the Allottee has made the following interest free deposits with the Maintenance Agent :
 - (i) Advance Maintenance Charges of the Unit at the rate of Rs.

 ______ per square foot of the Carpet Area of the Apartment which shall stand adjusted as Maintenance Charges for twelve months at the rate of Rs. _____ per square foot per month;
 - (ii) An amount at the rate of Rs. _____ per square foot of the carpet area of the Apartment towards Reserve Fund.
- (r) The Maintenance Agent shall make over the entire credit balance, if any lying in the advance Maintenance Charges account and the Reserve Fund to the Association upon its formation and registration.
- (s) Both the parties agree to observe, perform and abide by all of their respective

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covenants and obligations contained in the Sale Agreement.

(t) Save as specifically provided in this Conveyance, the Allottee shall have no right or claim over any other area, part or portion of the Project and/or Building Complex.

(u) The Promoters shall have right to display advertisements and put hoardings in the Building Complex for sale of the unsold apartments, parking spaces and units in the Building Complex.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO

(Description of "the said Land")

ALL THAT pieces or parcels of land measuring 279 decimals more or less equivalent to 163 cottahs 10 chittacks and 10 square feet and comprised in L R Dag nos. 505, 506, 582, 583, 584, 586, 587, 588, 589 and 590 corresponding to R S Dag nos 491, 492, 566, 567, 568, 570, 571, 572, 573 & 574, and lying and situated in Mouja Jagaddal, J.L. 71, P S Sonarpur, District South 24-Parganas and held by the First Phase Promoters in L R Khatian no. 2853/1, 2854/1, 2855/1, 2856/1, 2857/1, 2858 to 2872 and 3031 within the limits of Ward no. 25 of Rajpur-Sonarpur Municipality and since numbered as Holding no. 456 Dwarir Road, Kolkata-700151 and butted and bounded as follows:-

On the NORTH

: By 20 ft wide Municipal Road;

On the SOUTH

: By L R Dag no. 580;

On the EAST

: By L R Dag nos. 581 and 592;

On the WEST

By L R Dag nos. 505(P), 506(P) and 509.

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THE SECOND SCHEDULE HEREINABOVE REFERRED TO

(Description of the Unit)

PART - I

(Description of the Apartment)

ALL THAT Apartment no. . . being a residential apartment having carpet area of . . . square feet more or less together with attached open balcony/verandah/terrace having carpet area of . . . square feet more or less on the . . floor of Building no. . as per Sanctioned Plan (Block no. . as per Brochure) in the First Phase of the Building Complex named and known as Atri Green Valley constructed on the said Land described in the First Schedule hereinabove

PART – II (Description of the Parking Space)

Perpetual right to use ALL THAT covered Parking Space no. . at the ground level of Second Phase of the Building Complex for parking of one motor car of standard size.

THE THIRD SCHEDULE HEREINABOVE REFERRED TO

PART - I

(Description of the Common Areas & Installations)

- 1) Lobbies on the ground floor
- 2) Driveway, Pathway, entrance and exit pathways, roads, footpaths of the Building Complex
- 3) Main gate and other gates of the said premises and building and extensions of the said premises
- 4) Boundary walls of the premises including outer side of the walls of the buildings/blocks at the said premises and extensions thereto

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- 5) Other common parts and areas covered or open in or about the premises or its extension as necessary for passage to or construction, use and occupancy of the said premises and extension thereof.
- 6) Staircases and Staircase landings on all the floors
- 7) Lift lobbies and lift wells on all the floors
- 8) Lift installations and Machine Room
- 9) Tube well with pump and machine room
- 10) Water pump, water tank and reservoir (overhead and underground), water pipes and other common pumping installations and spaces required thereto
- 11) Fire fighting Equipments
- 12) Electrical rooms, electrical sub stations, common electrical wiring, Meter room, Transformers, Generator and its accessories meant for common use
- 13) Drainage and sewerage evacuation pipes from the unit to drains and sewers common to the said premises
- 14) Toilet in the ground floor for use in common of the Durwans, security guards, caretaker and unit holder's drivers and servants

PART - II

FACILITIES AND AMENITIES

- 1) Children Playground
- 2) Swimming Pool With Deck
- 3) Senior Citizen Park
- 4) Badminton Court
- 5) Toddler's Zone
- 6) Landscape Garden
- 7) Maintenance Office
- 8) AC Indoor Games Room P. K. Datta

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- 9) AC Gym
- 10) Yoga Deck
- 11) Jogging & Walking Path
- 12) Lily / Lotus Pond
- 13) TV Satellite Connection
- 14) Flowers Corner
- 15) Individual Blocks Having Workers Sitting Area
- 16) Intercom
- 17) Water Filtration Plant
- 18) CCTV in Ground floor Lobbies
- 19) Visitor's Car Parking



THE FOURTH SCHEDULE HEREINABOVE REFERRED TO

(Common Easements)

- 1. The Allottee shall be entitled to all rights, privileges, vertical—and lateral supports, easements, quasi-easements appendages and appurtenances whatsoever belonging or in any way appertaining to the Apartment and the common areas of the Project or therewith usually held, used, occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto EXCEPTING AND RESERVING unto the other allottees the rights, easements, quasi-easements privileges and appurtenances hereinafter more particularly set forth in the Fifth Schedule hereunder.
- 2. The right of way in common as aforesaid into and upon all common passages, entrances at all times and for all purpose connected with the reasonable use and enjoyment of the said Apartment subject to such restrictions as are contained herein and as may be lawfully imposed by the Association.
- 3. The right of protection of the said Apartment by or from all other parts of the



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Project so far as they now protect the same.

- 4. The right of flow in common as aforesaid of gas, if any, electricity, water and waste or soil from and/or to the said Apartment through pipes drains, wires and conduits lying or being in under or over the other parts of the Project so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the said Apartment.
- 5. The right of the Association with or without workmen to enter from time to time upon the other parts of the Project for the purpose of re-building repairing replacing or cleaning so far as may be necessary such pipes, drains, wires and conduits aforesaid and for the purpose of re-building, repairing, replacing or cleaning any part or parts of the said Apartment in so far as such re-building, repairing, replacing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting in emergent situations upon giving forty eight hours previous notice in writing of the intention of the Allottee to the person entitled to the same.

THE FIFTH SCHEDULE HEREINABOVE REFERRED TO (Exceptions & Reservations to the Common Easements)

The under mentioned rights, easements, quasi-easements and privileges appertaining to the said Apartment shall be excepted and be reserved unto the Co-allottees, owners and/or occupiers of other apartments in the Project;

1. The right of flow in common with the Allottee and the allottee of the other apartments in the Project of gas, if any, electricity, water and soil or waste from and to any part (other than such allocation) to the other part or parts of the Project

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through pipes, drains, wires, conduits lying or being in under through or over the said Apartment and as far as may be reasonably necessary for the beneficial use occupation and enjoyment of the other part or parts of the Project.

- 2. The right or protection of other part or parts of the Project by all parts of said Apartment as far as the same can be or does normally protect.
- 3. The right as would otherwise become vested in the Allottee by means of any structural alterations to the said Apartment or otherwise in any manner to lessen or diminish the normally enjoyed by other part or parts of the Project.
- 4. The right with or without workmen and necessary materials enter from time to time upon the said Apartment for the purpose of re-building, repairing, replacing, cleaning or clearing so far may be necessary such pipes, drains, wires and conduits as aforesaid PROVIDED ALWAYS THAT save in case of emergency the Allottees of the other apartments of the Project shall give to the Allottee prior forty eight hours written notice of their intention for such entry as aforesaid.

THE SIXTH SCHEDULE HEREINABOVE REFERRED TO

(COMMON EXPENSES)

- All costs and expenses of maintenance, operating, replacing white washing, painting, rebuilding, reconstructing, decorating, redecorating and lighting the Common Areas and also the outer walls of the Building Complex.
- 2. All costs and expenses for providing all common services and facilities in the Building Complex.
- 3. The salaries, perquisites and all other benefits payable to caretaker, security staff, liftman, plumber, electrician, sweepers, clerks and other maintenance office staff.

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- 4. All charges and deposits for supply and maintenance of all common services, facilities and amenities including lifts, water pump, generator etc.
- 5. Municipal taxes and other outgoings on the Common Areas.
- 6. Costs and charges of establishment for maintenance of the Building Complex and for watch and ward staff.
- 7. All litigation expenses for protecting the rights, title or interest in respect of the Entire Land and the Building Complex.
- 8. All expenses incurred for formation of the Association.
- 9. All expenses incurred for maintaining the office of the Association for common purposes.
- 10. Contributions payable for creation of a reasonable building reserve fund.
- 11. All other expenses and outgoings as are deemed by the Association to be necessary or incidental for proper management of the Common Areas and supply of common services and amenities in the Building Complex.

THE SEVENTH SCHEDULE HEREINABOVE REFERRED TO

(Restrictions and covenants to be observed and performed by the Allottee and the Co-allottees)

- 1. In connection with the use and enjoyment of the said Apartment, the Allottee shall observe the following negative covenants:-
 - (i) Not to throw any rubbish or store any article or combustibles goods in the Common Areas save to such extent and at such place or places if any as may be specified and/or permitted.
 - (ii) Not to carry on any obnoxious noisy offensive illegal or immoral activity in the said Apartment.

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- (iii) Not to damage or demolish any part or portion of the said Apartment.
- (iv) Not to claim any right over and in respect of any open space not forming part of the Common Areas.
- (v) Not to hang any article in the open space outside the said Apartment.
- (vi) Not to instal any machinery which may cause or likely to cause any vibration in the said Building.
- (vii) Not to instal any air-conditioning machine having projection over any part or portion of the Common Passage.
- (viii) Not to do anything in the said Unit which may lead to increase in insurance premium of the Building.
- (ix) Not to cause any nuisance or annoyance to the co-purchasers and/or lawful occupants of other portions of the Building.
- (x) Not to instal any private generator for the purpose of obtaining supply of electricity to the said Apartment.
- (xi) Not to make any addition or alteration in the said Apartment including opening or closing of any window or wall without prior consent of the Lead Vendor or the Association.
- (xii) Not to close the verandah or staircase landings or make any alteration in the building elevation of the Building.
- (xiii) Not to decorate or paint or otherwise alter the exterior of the Building or Common Areas of the Building including elevation of the Building in any manner save in accordance with the general scheme thereof as specified by the Lead Promoter or the Association.

(xiv) Not to do anything whereby the other co-allottees are obstructed or JASMINE COMMOTRADE PVT. LTD

prevented from enjoyment of their respective units.

- (xv) Not to claim any right in any other part of the Building or the Building Complex save as may be necessary for ingress and egress of men, materials, utilities, pipes, cables and lines to be installed in the said Apartment and in particular not to claim any right to any space or storeroom or terrace save as is expressly granted.
- (xvi) Not to display or affix any neon sign or sign-board on any outer wall of the Building or the common areas.
- (xvii) Not to claim any partition or sub-division of the Entire Land or the Plinth area or the Common areas and not to partition the said Unit by metes and bounds.
- (xviii) Not to erect any building or structures on the Common Areas.
- (xix) Not to store any goods of hazardous or combustible nature or goods which are too heavy and which may affect the construction or structure of the Building;
- (xx) Not to demolish, puncture, cut, groove, tamper with or reduce the width of any RCC structure, namely, columns, beams or slabs or the load bearing walls in any manner.
- (xxi) Not to construct or raise any mezzanine or additional floor in the Apartment.
- 2. The Allottee shall also observe, comply with and perform the following covenants and stipulations:
 - (i) To use the Apartment only for residential purpose and not for any commercial purpose;
 - (ii) To keep the said Apartment in a good state of repairs and condition.

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(iii) To permit the office bearers and agents of the Maintenance Agent of the Association with or without workmen at all reasonable time and upon twenty four hours previous notice in writing, save in case of emergency, to enter upon the said Apartment and any every part thereof to view and inspect the state and condition thereof and to take notice of all defects decay and want of repairs that may be found.

(iv) To repair and make good all such defects decays and want of repair to the said Apartment at its costs within 15 days from the date of receipt of such notice.

(v) To allow the allottees of other units in the Building or the Building Complex the rights easements and/or quasi-easements.

(vi) To observe the rules and regulations framed by the Lead Promoter or the Association of the Building Complex regarding the manner of the use of the said Apartment and the Common Areas.

(vii) To sign all papers and documents and give his consent as and when required by the Promoters for obtaining sanction of plan for making any addition or alteration in the Common Areas.

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P. K. Datta Notary Regn. No. 1104/98 C.M.M.'s Caum 2 & 3. Banksmill Street Calcutta - 700001

16 OCT 2019

IN WITNESS WHEREOF this Conveyance Deed has been executed by the parties hereto on the day, month and year first above written.

SIGNED AND DELIVERED on behalf of the withinnamed PROMOTERS at Kolkata

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SIGNED AND DELIVERED by the withinnamed ALLOTTEE at Kolkata

Witnesses to Both :-

- 1. Signature
 Name
 Address
- 2. Signature
 Name
 Address



Signature Attended by the Price of the Price

Arun Kr. Sarkar C.M.M. a Court Kolkata

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