

**"SWAPNOPURON"**

**PHASE-I**

**CONVEYANCE DEED**

**THIS INDENTURE** made this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand

\_\_\_\_\_

**BETWEEN**

**DECORATIVE STONE INDIA PRIVATE LIMITED (PAN AAACD9630J)**, a company incorporated under the Companies Act, 1956, having its registered office at 14, Bentinck Street, P.O. Bentinck Street, P.S Burrobazar, Kolkata – 700001 represented by \_\_\_\_\_, son of \_\_\_\_\_, (PAN \_\_\_\_\_) (Mobile No. \_\_\_\_\_) residing at \_\_\_\_\_, P.O \_\_\_\_\_, P.S \_\_\_\_\_, Kolkata - \_\_\_\_\_ and hereinafter jointly referred to as the **OWNER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and assigns) of the **FIRST PART:**

**AND**

**SRIJAN REALTY PRIVATE LIMITED (PAN AAHCS6112K)**, a Company incorporated under the Companies Act having its regd. Office at 36/1A, Elgin Road, P.O Elgin Road, P.S. Bhawanipore, Kolkata – 700 020 , represented by its authorized signatory Mr. \_\_\_\_\_(PAN – \_\_\_\_\_ ) (Mobile No. \_\_\_\_\_), son of \_\_\_\_\_ authorized vide resolution of the Partners dated \_\_\_\_\_residing at \_\_\_\_\_ , P.O \_\_\_\_\_, P.S \_\_\_\_\_, Kolkata - \_\_\_\_\_ and **SRIJAN STAR REALTY LLP** (PAN \_\_\_\_\_) a Limited Liability Partnership incorporated under the Limited Liability Partnership Act 2008 having its registered Office at 36/1A, Elgin Road, P.O Elgin Road, P.S. Bhawanipore, Kolkata – 700 020 represented by Mr. \_\_\_\_\_(PAN \_\_\_\_\_) (Mobile No. \_\_\_\_\_) , son of \_\_\_\_\_ residing at \_\_\_\_\_, hereinafter referred to as the "**PROMOTER**" (which term or expression shall unless excluded by or repugnant to the subject or context in the case of the Company be deemed to mean and include their respective successor and/or successors in interest and assigns and in the case of LLP shall mean the present Partners for the time being of the Firm, the survivor or survivors of them, their heirs, executors and administrators of the last surviving Partner and his /her/ their assigns) of the **SECOND PART:**

**AND**

- 1) \_\_\_\_\_(PAN: \_\_\_\_\_, Mobile No.: \_\_\_\_\_)  
 son/wife of \_\_\_\_\_, by occupation \_\_\_\_\_ and 2)  
 \_\_\_\_\_(PAN: \_\_\_\_\_, Mobile No.: \_\_\_\_\_)  
 son of \_\_\_\_\_ by occupation \_\_\_\_\_ both are by faith  
 \_\_\_\_\_ and by nationality \_\_\_\_\_ both are residing at:  
 \_\_\_\_\_, hereinafter  
 referred to as the **ALLOTTEE** (which expression shall unless excluded  
 by or repugnant to the subject or context be deemed to mean and  
 include their heirs, executors, administrators, legal representatives and  
 assigns ) of the **THIRD PART** :

**WHEREAS:**

- A. The Owner is seized and possessed of and/or sufficiently entitled to altogether a large tract of land measuring land containing an area of 1043.5 decimal equivalent of 31.62 Bighas be the same a little more or less situate lying at various R.S and L.R Dags of Mouza Amtala (J.L.No 73 ) Pargana Azimabad, Touzi No. 395, R.S No.14, A.D.S.R Bishnupur, Police Station Bishnupur, under Bishnupur-2 Panchayat in the District of South 24 Parganas hereinafter referred to as the “**SAID ENTIRE HOUSING COMPLEX**” more fully described in Part-I of **SCHEDULE-A** AND demarcated in a Plan externally bordered in Color RED annexed hereto and marked **Annexure-A**.
- B. Other than the Said Entire Housing Complex Land, the Owner as well as the Promoter intend to add new parcels of land lying in the adjoining areas and with that intent:
- (i) Have executed agreements for purchase of Land measuring 245.5 decimal equivalent to 7.44 Bighas in various Dag nos. adjacent to the said acquired land more fully described in **Part – II** of the **Schedule-A** “:

- (ii) The Owner is also in the process of purchasing land measuring 1107 decimal equivalent of 33.09 Bighas more or less in close contiguity which is intended to be part of development , more fully and particularly described in **Part-III of Schedule-A** .

The Part-II and Part-III land parcels are collectively referred to as the **(Future Development Land)**. The said addition of land will increase the present area of the Said Entire Housing Complex Land and the Allottee has no objection to such increase in the area of the Said Land. The Allottee further agrees to allow and hereby gives his consent to the Promoter for modification of plan to incorporate such Future Development Land already purchased and/or to be purchased and/or the constructions to be made thereon and also sharing of common amenities, facilities, services amongst each other. The Promoter will also create few more facilities in the future development which will also be shared with the Allottee of all phases in terms of Rule 10 of the Said Act.

- C. The recital and the title Documents of the Owner are more fully described in the **SCHEDULE – F** hereunder;
- D. The First Phase/ Project has been developed on land measuring **279.35 Decimal** equivalent to **8.45 Bighas** hereinafter referred to as the '**FIRST PHASE LAND**' more fully described in the **Part-IV** of the **Schedule-A**. There are 10 blocks, as demarcated in the Plan annexed hereto and marked Annex-A and internally bordered in Color 'Pink'.
- E. The Second Phase/Project will be developed on land measuring **213.81 Decimal** equivalent to **6.47 Bighas** hereinafter referred to as the '**SECOND PHASE LAND**' more fully described in the **Part-V** of the **Schedule-A**. There will be 11 blocks, as demarcated in the Plan annexed hereto and marked Annexure-A and internally bordered in Color 'Dark Green'.
- F. The Third Phase/Project will be developed on land measuring **95.72 Decimal** equivalent to **2.90 Bighas** hereinafter referred to as the '**THIRD PHASE LAND**' more fully described in the **Part-VI** of the **Schedule-A**. There will be 3 blocks as demarcated in the Plan annexed hereto and marked Annexure-A and internally bordered in Color 'Red'.

- G. Further phases will be added in future at the discretion of the Promoter as per land already acquired and further to be acquired on land measuring **1337.5** decimal equivalent to **40.53** Bighas referred to as '**FUTURE PHASES**' as defined herein and more fully described in Part – VII of the **Schedule-A** based on sanctioned plan /modified plan and all phases will share the common amenities, facilities and services amongst each other as per Rule 10 of the Act as shown in the Plan annexed hereto and marked ANNEX -A .
- H. There is 7.01 Meter wide demarcated road/passage, services provided by the Promoter and running along such passage will keep on extending with the extension of the passage which will provide a Common access for all future phases and also for Club and common amenities and also to future development of the Promoter. This Road/Passage will remain the exclusive property of the Promoter always but all phases including future development of the Promoter will utilize this passage as demarcated in a plan and also described in the Part-VIII of Schedule - A. The Promoter will hand over the passage and the services running along with it to the association/local government authority after completion of all phases.
- I. The said phase/project land is earmarked for the purpose of building a residential complex comprising multistoried apartment buildings and the said projects is known as SWAPNOPURON along with other phases/projects, if any.
- J. The Allottees of Units in any one phase will be entitled to have right of ingress to and egress from and through all the common passages and pathways running through all the phases and shall be entitled to the use of common entrance and also the facilities and amenities irrespective of their location for the beneficial use of the Owner of the Units and other spaces located in all the phases and also Future Phases as defined herein
- K. The Owner and the Promoter have decided to develop the said entire Housing Complex and for that purpose have entered into a joint development agreement dated 17.08.2017 and registered in the office of the Additional District sub-registrar, South 24 Parganas, and recorded in Book No.I, Volume No.1604, Pages 123040 to 123134 Being No.160404503 for the year 2017 ;

- L. By a Power Of Attorney dated 11.09.2017 executed by the Owner of the One Part and the Promoter of the other Part and registered in the office of the Additional District sub-registrar, South 24 Parganas, and recorded in Book No.I, Volume No.1604, Pages 131758 to 131806 Being No.160404866 for the year 2017 the Owner granted development powers to the Promoter to undertake the development in terms of the said Development Agreement.
- M. In terms of Clause 8.2 of the said Development Agreement for the purpose of developing, the said Developer Srijan Realty Private Limited along with Star Projects And Infrastructure Private Limited having their Office at 17 Shyama Prasad Mukherjee Road, Kolkata - 700025 formed a Limited Liability Partnership under the name and style of **SRIJAN STAR REALTY LLP**, the Promoter herein.
- N. All the Facilities and Amenities, roadways, internal pathways, infrastructure etc. irrespective of their location in any of the phase will be mutually shared by all the phases of the entire Housing Complex as part of a common integrated development.
- O. The Promoter obtained a Building Plan No. 432/562/REVISED dated 17.2.18 sanctioned by the South 24 Pargana Zilla Parishad .
- P. The promoter has registered the project under the provision of the West Bengal Housing Industry Regulation Act 2017 (WBHIRA) at Kolkata on..... under registration no.....;
- Q. The Promoter has since completed the construction of Building Block No.-----/ Entire Phase or Project and obtained Completion Certificate No.\_\_\_\_\_ dated \_\_\_\_\_ from the Competent Authority.
- R. Pursuant to Expression of Interest by the Allottee dated ----- the Promoter granted allotment by a Provisional Booking Letter dated \_\_\_\_\_ was issued to the allottee and thereafter by an Agreement for Sale dated \_\_\_\_\_ executed by and between the Owner/Vendor of the First Part, the Promoter of the Second Part and the Allottee of the Third Part and registered in the Office of the \_\_\_\_\_ and recorded in Book No.\_\_\_\_,

Volume No. \_\_\_\_\_, Pages \_\_\_\_\_ to \_\_\_\_\_ Being No. \_\_\_\_\_ for the year \_\_\_\_\_, the Owner and the Promoter had agreed to sell and the Allottee had agreed to purchase ALL THAT the Apartment No. \_\_\_\_\_ on the \_\_\_\_\_ floor of Block No \_\_\_\_\_ the situation whereof is shown in the plan annexed hereto and bordered in 'Red', in Phase – I containing by admeasurements \_\_\_\_\_ sq. Ft. Carpet Area/Chargeable area corresponding to \_\_\_\_\_ Sq. Ft. Built Up area **TOGETHER WITH** the right to use \_\_\_\_\_ Garage / Covered (Dependent/Independent) 2 Wheeler / **Car Parking Space** / Open Car Parking Space (Dependent/Independent) located on the /Ground or in the car parking space around the Building/ Block and together with pro rata share in the common areas ("Common Areas") as defined under clause (n) of section 2 of the WBHIRA Act more fully and particularly described in the **SECOND SCHEDULE** hereunder written (hereinafter referred to as the **SAID APARTMENT AND THE PROPERTIES APPURTENANT THERETO**) at or for a consideration of Rs. \_\_\_\_\_/- (**Rupees \_\_\_\_\_ only**).

- S. Further phases will be added in future at the discretion of the Promoter as per land already acquired and further to be acquired. And also future phases and all phases will share the common amenities, facilities and services amongst each other as per Rule 10 of the Act.
- T. The Owner and the Promoter have further decided that the aggregate FAR sanctioned for the entire Housing Complex need not be uniformly utilized in all the different projects/ phases and the Promoter may vary the utilization of the sanctioned FAR from phase to phase without exceeding the total sanctioned FAR for the entire Housing Complex including future phases.

- U. Till such time the Mother/Apex Association takes over the entire administration, the Allottees/Allottees who have taken possession in completed phases will be required to pay the Common Expenses pertaining to their own phase as well as the Common Area Maintenance expenses(CAM) and common services of all common amenities and club which is as and when made available for the benefit, use and enjoyment of the Allottees of each phase of the entire complex including those parts which are under construction by separate bills towards maintenance of common pathways, basic infrastructure etc. and in this regard the Allottee is made aware that the said charges shall at all times be calculated on the basis of total expenses on amenities, club and common services divided by the area for which notice of possession has been issued by the builder for and including all the phases and by reason thereof the initial CAM charges may be relatively higher which may progressively become less as more and more Allottees take up possession (Notice of Possession) in subsequent phases. The Mother/Apex Association will ultimately take over the administration of all the facilities and other common purposes as several service connections/facilities will be common to all the phases.
- V. The occupants of apartments in other phases of the Project including future phases shall also have complete and unhindered access to all Common Areas, Amenities and Facilities of the Project mutually.
- W. It is clarified that Project's Infrastructure, services, facilities and amenities together with all common areas, easements, rights and appurtenances belonging thereto shall be available mutually for use and enjoyment of the Allottees of the entire Housing Project with further future extensions.



- X. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 11735 **Square meters** (First Phase)/8417 **Square meters** (Second Phase)/4411 **Square meters** (Third Phase) Square meters only and Promoter has planned to utilize more Floor Space Index by availing of FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations. The Promoter has disclosed as proposed above his intention to use more FAR to be utilized by him on the Project Land and Allottee has agreed to purchase the Said Apartment based on the proposed construction and sale of Apartments to be carried out by the Promoter by utilizing the proposed FAR and on the understanding that the declared proposed FAR shall belong to the Promoter only. If any FAR remains unutilized in the earlier phases, the Promoter will be at liberty to consume the same either in the present phase or in later phases at its discretion.
- Y. The Promoter may at any subsequent period undertake development of a separate Complex on land which is adjacent but not part of this Housing Complex and in that case the Promoter may decide to provide for a passage way across this Housing Complex and for this purpose the Promoter shall enter into an irrevocable License deed with the Owner of the Adjoining land which shall be perpetually binding upon the Apartment Owner of this Housing Complex and their Association . The Promoter may extend the size of the Complex as presently envisaged by causing development of another Project/Phase on land contiguous to the present Complex whereupon the Promoter will be entitled to amalgamate the extended development by integrating it with this Complex with shared infrastructure and common facilities which means

that the facilities available in this complex will be available for use to residents of the extended Project/Phase and similarly the facilities in the extended Project/Phase shall be available for use by the Residents/Occupiers of the present Phases/Complex.

**Z. RESERVED RIGHTS OF THE PROMOTER:**

Since the entire Housing Complex is being developed phase-wise and this phase is among the earlier phases, after this phase is completed and handed over, the Promoter shall grant unto the Allottees and residents of the subsequent phases the right of easement over, along and through the pathways, passages roads and corridors lying within or passing through the earlier phases including this project/ phase.

- (i) The Promoter will have the liberty to change the direction of infrastructure services which may be required to be utilized by Allottees of the adjoining phase/project.
- (ii) The promoter will have free and uninterrupted access for laying of all gas, water and other pipes, electric, telephone and other wires, conduits / trenches and drains which now are or may hereafter during the term be in through under or over the Premises and/or Building/Block.
- (iii) The Promoter, its successors and assigns, are hereby permitted, at its own expense to construct further and/or additional floors and/or to undertake development of any adjacent property and to utilize easements over, across and under the common elements for utilities, sanitary and storm sewers, security or other types of monitors , cable television

lines, walk ways, road ways, and right of way over, across and under the common elements including without limitation any existing utilities, sanitary lines, sewer lines and cable television and to connect the same over, across and under the common elements provided that such utilization, easement, relocation and connections of lines shall not materially impair or interfere with the use of any Apartment.

The Allottee has : -

- i) fully satisfied himself/herself/themselves as to the title of the Owner/Vendor and the right of the Promoter in respect of the said land.
- ii) inspected the said Development Agreement entered into between the Owner/Vendor and the Promoter.
- iii) inspected the plan sanctioned by the authorities concerned in respect of the Block constructed by the Promoter and agreed not to raise any objection with regard thereto.
- iv) verified the location and site of the Apartment including the egress and ingress hereof, specifications of the Apartment and of the complex and also the area of the Apartment .
- v) confirmed that the right of the Allottee shall remain restricted to the said Flat and the Properties Appurtenant Thereto.
- vi) Examined and satisfied themselves about the Terms and Conditions as contained in the Agreement for Sale dated \_\_\_\_\_ and agrees to abide by it at all times in future and be bound by the Rules, Regulations and Restrictions contained therein.
- vii) confirmed that the Promoter shall be entitled to change and/or alter and/or modify the said Plan In respect of Phase –I of the Housing Complex compliance with Section 14 of the WBHIRA Act and other laws as applicable including change of use of any

part or portion of the various blocks and/or buildings to be constructed erected and completed on the said land and in that event the Allottee shall have no objection to the application of common facilities to such extension.

- viii) satisfied himself/herself / themselves as to the carpet area and the built-up area to comprise in the said apartment and also the common parts/portions which would be common for all the residents /occupants of the various apartment comprised in the said block and has agreed not to challenge or dispute the same in any manner whatsoever or howsoever.
- ix) Structural stability of the Block
- x) Construction of the Block and the apartment.
- xi) The fittings and fixtures installed at the said apartment, Block and the Complex.
- xii) Completion and finishing of the apartment and the Block.
- xiii) The situation of car parking space.
- xiv) The supply of water and electricity to the apartment and the Block.
- xv) The common facilities and amenities of the Block.
- xvi) Examined the Completion Certificate issued by the \_\_\_\_\_ Municipality in respect of the Building Block.

AA. The words defined in the Agreement for Sale dated \_\_\_\_\_ shall have the same meaning in these presents and unless there is anything in the subject or context inconsistent with the said expressions in such a case they shall have the meaning assigned to them.

**NOW THIS INDENTURE WITNESSETH** that pursuant to the said Agreement for Sale and in consideration of the sum of **Rs. \_\_\_\_\_/- ( Rupees \_\_\_\_\_ only)** of the

lawful money of the Union of India well and truly paid by the Allottee to the Promoter (the receipt whereof the Promoter doth hereby admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the Allottee and the said flat and properties appurtenant thereto) the Vendors doth and each of them do hereby grant, transfer, convey, assign and assure and the Promoter doth hereby confirm and assure unto and in favour of the Allottee All that the said Apartment No \_\_\_\_\_ on the \_\_\_\_\_ Floor of Block No \_\_\_\_\_ of the Housing Project containing a carpet area/chargeable area of \_\_\_\_\_ sq. ft. corresponding to a built-up area of \_\_\_\_\_ Sq. Ft. be the same a little more or less corresponding to \_\_\_\_\_ Sq. Ft. Super Built-Up area **AND TOGETHER WITH** the right to use \_\_\_\_\_ Garage / Covered (Dependent/Independent) / /Open Car Parking Space (Dependent/Independent) located on the /Ground of or around the Building Block **TOGETHER WITH** the pro rata share in the common areas more fully and particularly described in the Second Schedule hereunder written but excepting the Reserved and Excluded areas and reserving the easement and other rights and other measures as specified in Clauses \_\_\_\_\_ , \_\_\_\_\_ , Schedule \_\_\_\_\_ and in other portions of the Agreement for Sale dated \_\_\_\_\_ (all of which are here to fore as well as hereinafter collectively referred to as the **SAID APARTMENT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO**), absolutely and forever free from all encumbrances, charges, liens, attachments, trusts, whatsoever or howsoever **AND TOGETHER WITH** the right to use the common areas installations and facilities as described in detail in the Schedule-\_\_\_\_\_ to the Agreement for Sale dated \_\_\_\_\_ in common with the Co-Allottees and the other lawful occupants of the Block **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Apartment And the Rights And Properties

Appurtenant thereto **TO HAVE AND TO HOLD** the said flat and the Rights and Properties Appurtenant thereto hereby granted, transferred and conveyed and every part or parts thereof unto and to the use of the Allottee.

**II. AND THE OWNER/VENDOR AND THE PROMOTER DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE ALLOTTEE** as follows:

a) Notwithstanding any act deed matter or thing whatsoever by the Owner/Vendors or the Promoter done or executed or knowingly suffered to the contrary the Owner/Vendors are or the Promoter are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to Said Apartment And The Rights And Properties Appurtenant thereto hereby granted sold conveyed, transferred, assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.

b) Notwithstanding any act deed or thing whatsoever done as aforesaid the Owner/Vendors and the Promoter now have good right full power and absolute authority to grant convey transfer sell and assign all and singular the Said Apartment And The Rights And Properties Appurtenant thereto hereby conveyed transferred or expressed so to be unto and to the use of the Allottee in the manner as aforesaid.

c) The said Apartment And The Rights And Properties Appurtenant thereto hereby granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments leases or trust made or suffered by the Owner/Vendors or the Promoter or any person or persons having or lawfully or equitably claiming any estate or interest thereon through under or in trust for the Owner/Vendors or the Promoter.

d) The Allottee shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Apartment And The Rights And Properties Appurtenant thereto and receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Owner/Vendors or the Promoter or any person or persons having or lawfully or equitably claiming as aforesaid.

e) The Allottee shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates, charges, encumbrances liens, attachments, or trust or claims and demands whatsoever created occasioned or made by the Owner/Vendors or the Promoter or any person or persons lawfully or equitably claiming as aforesaid.

f) **AND FURTHER THAT** the Owner/Vendor or the Promoter and all persons having lawfully or equitably claiming any estate or interest in the Said Apartment And the Rights And Properties Appurtenant thereto or any part thereof through under or in trust for the Owner/Vendors or the Promoter shall and will from time to time and at all times hereafter at the request and cost of the Allottee make do and execute or cause to be made done and executed all such further lawful acts deeds or things whatsoever for further better or more perfectly assuring the Said Apartment And The rights And Properties Appurtenant thereto and every part thereof unto and to the use of the Allottee in the manner as aforesaid as shall or may be reasonably required.

g) The Owner/Vendor and the Promoter have not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby the Said Apartment And the Rights And Properties Appurtenant thereto hereby granted transferred and conveyed or expressed so to be or any part thereof is can or may be impeached encumbered or affected in title or otherwise.

h) The Promoter doth hereby further covenant with the Allottee that unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Allottee shall produce or cause to be produced to the Allottee or to his/her/their attorneys or agents at or before any trial examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Said Apartment and also shall at the like request and costs of the Allottee deliver to the Allottee such attested or other true copies or extracts there from as the Allottee may require and will in the meantime unless prevented as aforesaid keep the same unobliterated and uncanceled. Unless the same has already been handed over by the Promoter to the Association.

**III. AND THE ALLOTTEE SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERHIP AND POSSESSION OF THE SAID APARTMENT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO HEREBY CONVEYED HEREBY COVENANT WITH THE OWNER/VENDORS AND THE PROMOTER as follows :-**

a) To observe, perform, comply with and fulfill the obligations, covenants and conditions on his/her/its/their part to be observed and performed contained in the Agreement for sale as part and parcel of these presents.

b) To become member and/or share holder, as the case may be, of the Apartment Owner Association, upon its formation, without raising any objection whatsoever and also co-operate with the Holding Organization to be formed as be deemed necessary and expedient by the Promoter and also abide by all the rules and regulations restrictions and bye-laws as be framed



and/or made applicable by the Promoter and/or the holding Organization for the common purposes and shall also sign and execute all papers, documents and applications for the purpose of formation of the Holding Organization and to do all the necessary acts deed and things.

c) Not to hold the Promoter liable for rendering any accounts or explanation of any expenses incurred by it in its acts relating to the Common Purposes or to furnish any vouchers, bills, documents etc. in any manner and the Allottee as well as the Holding Organization shall remain liable to indemnify and keep indemnified the Builders and/or any person or persons nominated, appointed and/or authorized by the Builders for all liabilities due to non-fulfillment of their respective obligations contained herein by the Allottee and/or the Holding Organization.

**IV. IT IS FURTHER STATED THAT AS ON THE DATE OF PROCUREMENT OF COMPLETION CERTIFICATE THERE IS NO ELECTRIC CONNECTION IN THE AFOREMENTIONED FLAT.**

**THE SCHEDULE –A ABOVE REFERRED TO**

**PART –I**

**(THE ENTIRE HOUSING COMPLEX)**

**ALL THAT** the pieces and parcel of land containing an area of **1043.5 decimal** equivalent of **31.62 Bighas** be the same a little more or less situate lying at various R.S and L.R Dags of Mouza Amtala (J.L.No 73) Pargana Azimabad, Touzi No. 395, R.S No.14, A.D.S.R Bishnupur, Police Station Bishnupur, under Bishnupur-2 Panchayat in the District of South 24 Parganas in L.R Khatian No. 923 as detailed below:

<b>FIRST SCHEDULE PART I</b>					
<b>MOUZA - AMTALA</b>					
<b>SAID LAND ACQUISITION STATUS</b>					
<b>SL.NO.</b>	<b>R.S.DAG No.</b>	<b>L.R.DAG NO.</b>	<b>TOTAL AREA AS PER RS/LR</b>	<b>AREA ALREADY ACQUIRED</b>	<b>LAND PROVIDED BY</b>

			(DECIMAL)		OWNER
1	978	1831	102	100.5	100
2	981	1837	12	12	12
3	985	1836	56	56	56
4	979	1832	113	113	113
5	982	1839	9	9	9
6	983	1840	90	42	10
7	846	1846	66	66	15
8	968	1950	20	20	20
9	970	1952	22	22	22
10	953	1979	33	33	33
11	843	1847	72	72	72
12	842	1851	12	12	12
13	841	1852	17	17	17
14	840	1850	48	48	48
15	838	1849	30	30	30
16	839	1848	14	14	14
17	734	1746	61	8.5	8.5
18	740	1801	145	66	66
19	788	1799	57	15	15
20	787	1803	19	19	19
21	965	1939	130	130	54
22	963	1939/2173	19	19	15
23	962	1946	27	27	14
24	960	1945	96	96	29
25	964	1940	1	1	1
26	738	1751	70	35	35
27	739	1800	141	141	141
28	967	1949	21	21	21
29	975	1957	9	9	9
30	974	1956	11	11	11
31	969	1951	22	22	22
<b>TOTAL</b>	<b>DECIMAL</b>		<b>1545</b>	<b>1287</b>	<b>1043.5</b>
	<b>BIGHA</b>		<b>46.82</b>	<b>39.00</b>	<b>31.62</b>

PART -II

**(Future Development Land)****A. THE LAND UNDER AGREEMENTS FOR PURCHASE**

**ALL THAT** the pieces and parcel of land containing an area of **245.5 decimal** equivalent of **7.44 Bighas** be the same a little more or less situate lying at various R.S and L.R Dags of Mouza Amtala (J.L.No 73) Pargana Azimabad, Touzi No. 395, R.S No.14, A.D.S.R Bishnupur, Police Station Bishnupur, under Bishnupur-2 Panchayat in the District of South 24 Parganas in L.R Khatian No. 923 as detailed below:

<b>FIRST SCHEDULE PART I A</b>				
<b>MOUZA - AMTALA</b>				
<b>SAID LAND ACQUISITION STATUS</b>				
<b>SL.NO.</b>	<b>R.S.DAG No.</b>	<b>L.R.DAG NO.</b>	<b>TOTAL AREA AS PER RS/LR (DECIMAL)</b>	<b>Already Booked</b>
1	959	1944	93	46.5
2	833	1857	183	66
3	836	1954	49	39
4	837	1853	48	14
5	976	1958	37	22
6	1005	1975	110	58
<b>TOTAL</b>		<b>DECIMAL</b>	<b>520</b>	<b>245.5</b>
		<b>BIGHA</b>	<b>15.76</b>	<b>7.44</b>

**PART –III****(Future Development Land)****B. THE YET TO BE PURCHASED LAND**

**ALL THAT** the pieces and parcel of land containing an area of **1092 decimal** equivalent of **33.09 BIGHAS** be the same a little more or less situate lying at various R.S and L.R Dags of Mouza Amtala (J.L.No 73 ) Pargana Azimabad, Touzi No. 395, R.S No.14, A.D.S.R Bishnupur, Police Station Bishnupur, under Bishnupur-2 Panchayat in the District of South 24 Parganas as detailed below:

<b>MOUZA - AMTALA</b>				
<b>SL.NO.</b>	<b>R.S.DAG No.</b>	<b>L.R.DAG NO.</b>	<b>TOTAL AREA AS PER RS/LR (DECIMAL)</b>	<b>Further Land to be Provided by the Owner</b>
1	958	1943	83	83
2	954	1980	37	37

3	959	1944	93	46.5
4	835	1855	17	17
5	738	1751	70	35
6	790	1797	38	38
7	789	1798	19	19
8	833	1857	183	117
9	836	1954	49	10
10	837	1853	48	34
11	854	1922	39	39
12	853	1928	37	37
13	851	1929	17	17
14	852	1930	18	18
15	850	1931	37	37
16	848	1932	47	47
17	849	1933	26	26
18	847	1938	115	115
19	956	1942	2	2
20	957	1943	2	2
21	976	1958	37	15
22	971	1953	10	10
23	972	1954	10	10
24	973	1955	11	11
25	1005	1975	110	52
26	1006	1976	61	61
27	977	1959	32	32
28	966	1948	50	50
29	980	1838	15	15
30	1147	1947	7	7
31	734	1746	61	52.5
<b>TOTAL</b>		<b>DECIMAL</b>	<b>1381</b>	<b>1092</b>
		<b>BIGHA</b>	<b>41.85</b>	<b>33.09</b>

**PART – IV**

**\_(THE SAID FIRST PHASE OF THE LAND)**

**ALL THAT** the piece and parcel of land containing an area of 283 Decimal equivalent to 8.49 Bighas in the following Dag Nos situate lying at Mouzas Amtala, JL No.73 Pargana Azimabad, Touzi No. 395, R.S No.14, A.D.S.R Bishnupur, Police Station Bishnupur, under Bishnupur-2 Panchayat in the

District of South 24 Parganas. and there will be 10 blocks as per Plan annexed hereto as per ANNEX-A and bordered in **Pink**

SI No	R.S.Dag No	L.R.Dag No	Total Area in Dag in Decimal	AREA IN FIRST PHASE IN DECIMAL
1	978	1831	102	100
2	981	1837	12	12
3	985	1836	56	49
4	979	1832	113	113
5	982	1839	09	09
				<b>283</b>

#### PART – V

##### THE SAID SECOND PHASE OF THE LAND

**ALL THAT** the piece and parcel of land containing an area of 208 Decimal equivalent to 6.30 Bighas in the following Dag Nos situate lying at Mouzas Amtala, JL No.73 Pargana Azimabad, Touzi No. 395, R.S No.14, A.D.S.R Bishnupur, Police Station Bishnupur, under Bishnupur-2 Panchayat in the District of South 24 Parganas. and there will be 11 blocks as per Plan annexed hereto as per ANNEX-A and bordered in **Dark Green**.

SI No	R.S.Dag No	L.R.Dag No	Total Area in Dag in Decimal	AREA IN SECOND PHASE IN DECIMAL
1	843	1847	72	72
2	842	1851	12	12
3	841	1852	17	17
4	839	1848	14	14
5	840	1850	48	48
6	838	1849	30	30
7	846	1846	66	15
				<b>208</b>

#### PART – VI

##### THE SAID THIRD PHASE OF THE LAND

**ALL THAT** the piece and parcel of land containing an area of 96 Decimal equivalent to 2.91 Bighas in the following Dag Nos situate lying at Mouzas Amtala, JL No.73 Pargana Azimabad, Touzi No. 395, R.S No.14, A.D.S.R Bishnupur, Police Station Bishnupur, under Bishnupur-2 Panchayat in the

District of South 24 Parganas. and there will be 03 blocks as per Plan annexed hereto as per ANNEX-A and bordered in **Red**

SI No	R.S.Dag No	L.R.Dag No	Total Area in Dag in Decimal	AREA IN THIRD PHASE IN DECIMAL
2	965	1939	54	54
3	963	1939/2173	15	15
4	962	1946	14	16
5	983	1840	90	10
6	964	1940	01	01
				<b>96</b>

#### PART – VII

#### THE SAID FUTURE PHASE OF THE LAND

**ALL THAT** the piece and parcel of land containing an area of **1789** Decimal equivalent to **54.12** Bighas in the following Dag Nos situate lying at Mouzas Amtala, JL No.73 Pargana Azimabad, Touzi No. 395, R.S No.14, A.D.S.R Bishnupur, Police Station Bishnupur, under Bishnupur-2 Panchayat in the District of South 24 Parganas and there will be \_\_\_\_\_ blocks as per Plan annexed hereto as per ANNEX-A and bordered in **Maroon**.

SI No	R.S.Dag No	L.R.Dag No	Total Area in Dag in Decimal	AREA IN FUTURE PHASE IN DECIMAL
1	968	1950	20	20
2	970	1952	22	22
3	953	1979	33	33
4	958	1943	83	83
5	954	1980	37	37
6	959	1944	93	93
7	835	1855	17	17
8	734	1746	61	61
9	740	1801	145	66
10	788	1799	57	15
11	787	1803	19	19
12	960	1945	96	29
13	738	1751	48	70

14	739	1800	39	141
15	790	1797	37	38
16	789	1798	17	19
17	833	1857	18	183
18	836	1954	37	49
19	837	1853	47	48
20	854	1922	26	39
21	853	1928	115	37
22	851	1929	2	17
23	852	1930	2	18
24	850	1931	37	37
25	848	1932	10	47
26	849	1933	10	26
27	847	1938	11	115
28	956	1942	110	2
29	957	1943	61	2
30	976	1958	32	37
31	971	1953	9	10
32	972	1954	11	10
33	973	1955	22	11
34	1005	1975	21	110
35	1006	1976	50	61
36	977	1959	15	32
37	975	1957	7	9
38	974	1956	48	11
39	969	1951	39	22
40	967	1949	37	21
41	966	1948	17	50
42	980	1838	18	15
43	1147	1947	37	7
				1789

**THE SCHEDULE -B ABOVE REFERRED TO**  
**(THE SAID APARTMENT/ UNIT)**

**ALL THAT** the Unit No. \_\_\_\_\_ on the \_\_\_\_\_ Floor of the Building Block \_\_\_\_\_ having carpet area/**chargeable area** of ..... square feet corresponding to Built-up area of \_\_\_\_\_ square feet demarcated in the Floor Plan annexed hereto and marked **ANNEX-C** and pro rata share (in the

“common areas” (user right only since Common Area will be conveyed to Association) working out to a Super Built Up area of \_\_\_\_\_ Sq.Ft on \_\_\_\_\_ Floor of Building Block No. \_\_\_\_\_ in Phase No.- \_\_\_\_\_ of the Housing Complex named “\_\_\_\_\_” under construction on the Schedule–A Land **Together with** the right to use \_\_\_\_\_ Garage/Closed 2 Wheeler / Car Parking Space (Dependent/Independent) admeasuring \_\_\_\_\_ Sq. Ft. / Open Car Parking Space(Dependent/Independent) located on the /Ground of or around the Building Block and pro-rata share in the Common areas as per Plan annexed hereto and marked and bordered in ‘**Red**’



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

**SIGNED and DELIVERED** by the  
**OWNER/VENDOR** at Kolkata in the presence of:-

**FOR** \_\_\_\_\_

\_\_\_\_\_  
**(AKASH PATWARI)**  
**AUTHORISED SIGNATORY AND**  
**CONSTITUTED ATTORNEY**

1.

2.

**SIGNED and DELIVERED** by the  
**PROMOTER** at Kolkata in the  
presence of :

1.

2.

**SIGNED and DELIVERED** by the  
**ALLOTTEE** at Kolkata in the  
presence of :

1.

2.

**MEMO OF CONSIDERATION**

RECEIVED from within-named Allottee/s the  
Within-mentioned sum of **Rs.**\_\_\_\_\_/- on  
account of full amount of the Consideration  
Money by several cheques of different Drawn  
in favour of the PROMOTER on diverse date... **Rs.**\_\_\_\_\_/-

**(Rupees -----only).**

WITNESSES:-

1.

2.

Signature of the Promoter

Drafted by me