

**DEED OF CONVEYANCE**

**“Dream World City”  
“PRECINCT - II”**

1. **Date:** \_\_\_\_\_
2. **Nature of document: Deed of Conveyance**

**3. Parties:**

- 3.1 R J GARDEN PVT. LTD. (PAN. AAFCR4973B)**, a Company incorporated under the Companies Act, 1956 having its registered office at 44/2A, Hazra Road, Kolkata-700019
- 3.2 R J HEIGHTS PVT. LTD. (PAN. AAFCR4967D)**, a Company incorporated under the Companies Act, 1956 having its registered office at 44/2A, Hazra Road, Kolkata-700019,
- 3.3 R J HOMES PVT LTD (PAN. AAFCR4969P)**, a Company incorporated under the Companies Act, 1956 having its registered office at 44/2A, Hazra Road, Kolkata-700019,
- 3.4 R J SKYHIGH PVT. LTD. (PAN. AAFCR4970C)**, a Company incorporated under the Companies Act, 1956 having its registered office at 44/2A, Hazra Road, Kolkata-700019,
- 3.5 RISHI INFRA BUILDERS PVT. LTD. (PAN. AAFCR4966C)**, a Company incorporated under the Companies Act, 1956 having its registered office at 44/2A, Hazra Road, Kolkata-700019,
- 3.6 RISHI SKYHIGH PVT. LTD. (PAN. AAFCR4972A)**, a Company incorporated under the Companies Act, 1956 having its registered office at 44/2A, Hazra Road, Kolkata-700019.
- 3.7 RISHI SKYRISE PVT. LTD. (PAN. AAFCR4974G)**, a Company incorporated under the Companies Act, 1956 having its registered office at 44/2A, Hazra Road, Kolkata-700019
- 3.8 RISHI SKYSCRAPERS PVT. LTD. (PAN. AAFCR4968N)**, a Company incorporated under the Companies Act, 1956 having its registered office at 44/2A, Hazra Road, Kolkata-700019,
- 3.9 S J HOMES PVT. LTD. (PAN. AAQCS5916E)**, a Company incorporated

under the Companies Act, 1956 having its registered office at 44/2A, Hazra Road, Kolkata-700019,

- 3.10 S J INFRA PROJECT PVT. LTD. (PAN. AAQCS5915H)**, a Company incorporated under the Companies Act, 1956 having its registered office at 44/2A, Hazra Road, Kolkata-700019,
- 3.11 S J SKYSCRAPERS PVT. LTD. (PAN. AAQCS5912A)**, a Company incorporated under the Companies Act, 1956 having its registered office at 44/2A, Hazra Road, Kolkata-700019,
- 3.12 SHRAYANS JAIN (PAN. AEYPJ9340Q)**, son of Sri Premlal Jain, of 44/2A, Hazra Road, Kolkata-700019.
- 3.13 DREAM TOWER KOLKATA PRIVATE LIMITED (Formerly known as DREAM TOWER PRIVATE LIMITED), (PAN. AACCD4214A)**, a Company incorporated under the Companies Act, 1956 having its registered office at 44/2A, Hazra Road, Kolkata-700019,
- 3.14 FAIRDEAL ENCLAVE PRIVATE LIMITED (PAN. AABCF8160G)**, a Company incorporated under the Companies Act, 1956 having its registered office at 44/2A, Hazra Road, Kolkata-700019,
- 3.15 FAIRDEAL INFRA VENTURE PRIVATE LIMITED. (PAN. AABCF8187F)**, a Company incorporated under the Companies Act, 1956 having registered office at 44/2A, Hazra Road, Kolkata-700019,
- 3.16 FAIRDEAL SKYRISE PRIVATE LIMITED. (PAN. AABCF8189M)**, a Company incorporated under the Companies Act, 1956 having registered office at 44/2A, Hazra Road, Kolkata-700019,
- 3.17 FAIRDEAL INFRA BUILDERS PRIVATE LIMITED. (PAN. AABCF8186E)**, a Company incorporated under the Companies Act, 1956 having registered office at 44/2A, Hazra Road, Kolkata-700019,

All the parties therein collectively referred to as the CO-OWNERS of the First Part. (which term and/or expression shall unless excluded by or repugnant or contrary to the subject or context be deemed to mean, imply and include its successor-in-interest, nominees, executors, administrators and/or assigns) of the **FIRST PART**, represented by their duly constituted Attorney JAIN GROUP PROJECTS PVT. LTD. (PAN. AACCCJ1203D), a company incorporated within the meaning and under the provisions of the Companies Act, 1956, having registered office at 44/2A, Hazra Road, Kolkata-700019, appointed vide Power of Attorney dated 20/12/2017, registered at the office of D.S.R.IV, Alipore, South 24 Parganas, recorded in Book No- IV, Volume number 1604-2018, Page from 207 to 254 being No 160400008 for the year 2018

**AND**

- 3.16 JAIN GROUP PROJECTS PVT. LTD. (PAN. AACCCJ1203D)**, a company incorporated within the meaning and under the provisions of the Companies Act, 1956, having registered office at 44/2A, Hazra Road, Kolkata-700019, represented by its Authorised Signatory Mr. \_\_\_\_\_ working for gain at 44/2A, Hazra Road, Kolkata-700019. Hereinafter referred to and identified as **CO-OWNER-CUM-DEVELOPER** (which term and/or expression shall unless excluded by or repugnant or contrary to the subject or context be deemed to mean, imply and include its successor-in-interest, nominees, executors, administrators and/or assigns) of the **SECOND PART**.

**And**

- 3.17** \_\_\_\_\_, **S/O W/o** \_\_\_\_\_, having PAN No. \_\_\_\_\_ by faith Hindu, by occupation \_\_\_\_\_, having permanent address at \_\_\_\_\_

**And**

**3.18** \_\_\_\_\_, S/O W/o \_\_\_\_\_, having PAN No. \_\_\_\_\_ by faith Hindu, by occupation \_\_\_\_\_, having permanent address at \_\_\_\_\_

(which term and/or expression shall unless excluded by or repugnant or contrary to the subject or context be deemed to mean, imply and include each of their successor-in-interest, nominees, executors, administrators and/or assigns) of the **THIRD PART**

**4. Subject Matter:** Sale of the "**Composite Unit**" being the "**Flat and Appurtenances**" lying and situated in Block \_\_\_\_\_ the "**Building**") in the "**Project**" i.e. "**Precinct – II**" constructed on the piece and parcel of land, hereinafter referred to as the said "**Premises**" as more fully described in **Schedule A** hereto and the **Composite Unit** is more fully described in **Schedule B** hereto comprises of the following:

- 4.1** The '**Flat**' being the residential flat measuring about \_\_\_\_\_ square feet \_\_\_\_\_ area, described in **Schedule B** and delineated in the **Plan A** annexed hereto and marked in colour **Red**;
- 4.2** The exclusive right to use and enjoy the '**Parking Space**' for one normal sized vehicle;
- 4.3** The proportionate, undivided, indivisible and singly non-transferable share in the land comprised in the Premises (the "**Land Share**");
- 4.4** The proportionate, undivided, indivisible and singly non-transferable share in the common areas, amenities and facilities of the Building and the Complex (the "**Common Portions**"), more fully described in **Schedule C** hereto;
- 4.5** The right of perpetual easement on the roads and pathways for ingress to and egress from the Complex (the "**Easement Rights**");

## 5. Background:

### 5.1. FOR RS/LR DAG NOS. 267 & 267/705:

WHEREAS(i) Mrs. Rani Bala Seal alias Reena Seal, (ii) Pradip Seal alias Pradip Kumar Seal, (iii) Gowrangha Chandra Seal alias Gowranga Seal, (iv) Mrs. KajalMajumdar and (v) Narayan Chandra Sheel were the owners of the land measuring **20 (Twenty)** Decimal, comprised in RS/L.R Dag No. 267 and land measuring **19 (Nineteen)** Decimal comprised in RS/L.R Dag No. 267/705, (**Total 39 Decimal**) and recorded their names in the Record of Rights as L.R Khatian Nos. 8526, 8525, 8524/1, 8527 and 8523, sold, conveyed and transferred the said land to Shrayans Jain, by executing three separated Deeds, viz. Deed of Conveyance being no: 4335 for the year 2011, recorded in Book No: I, CD Volume No: 15, pages from 356 to 373, registered before the DSR-IV, Alipore, South 24 Parganas duly executed collectively by Mrs. Rani Bala Seal alias Reena Seal, Pradip Seal alias Pradip Kumar Seal, and Gowrangha Chandra Seal alias Gowranga Seal, and Deed of Conveyance being no: 6915 for the year 2010, recorded in Book No: I, CD Volume No: 17, pages from 5169 to 5183, registered before the Additional Registrar of Assurance I, Kolkata duly executed by Smt. KajalMajumdar and Deed of Conveyance being no: 6900 for the year 2010, recorded in Book No: I, CD Volume No: 17, pages from 4784 to 4797, registered before the Additional Registrar of Assurance I, Kolkata duly executed by Narayan Chandra Sheel, thus **SHRAYANS JAIN**, became the owner of **ALL THAT** the piece and parcel of land admeasuring a total area of **39 Decimal**, comprised in R.S./L.R. Dag No. 267 (20 Decimal) and 267/705 (19 Decimal) in Mouza - Amgachhia.

AND WHEREAS **SHRAYANS JAIN** thereafter sold, conveyed and transferred a portion of his land comprised in RS/L.R Dag No.267 (11 Decimal out of 20 Decimal) & 267/705 (9 Decimal out of 19 Decimal) to **Rishi Skyhigh Pvt Ltd., R J Garden Pvt. Ltd & R J Heights Pvt. Ltd.**, by executing two Deed of Conveyances, first of which being no: 2854 for the year 2014, recorded in Book No: I, CD Volume No: 10, pages from 1346 to 1363, registered before the A.D.S.R. Bishnupur, South 24 Parganas conveying 1 decimal of land under RS/L.R Dag No.267 in favour of **Rishi Skyhigh Pvt Ltd** and second of which being no: 2858 for the year 2014, recorded

in Book No: I, CD Volume No: 10, pages from 1379 to 1394, registered before the A.D.S.R. Bishnupur, South 24 Parganas conveying 10 Decimal of land under RS/L.R Dag No.267 in favour of **R J Garden Pvt. Ltd** and 9 Decimal of land under RS/L.R Dag No.267/705 in favour of **R J Heights Pvt. Ltd.**, thus said **SHRAYANS JAIN** remained in possession of his balance land measuring 10 Decimal of land under RS/L.R Dag No.267/705.

**5.1.ii FOR RS/LR DAG No. 261:**

WHEREAS One Debendra Kumar Sheel was the sole and absolute owner of the piece and parcel of land measuring **5.5 (Five Point Five) Decimal** out of the total land area of dag being 11 Decimal, comprised in L.R. Dag No. 261 under L.R Khatian No. 310 under Mouza - Amgachia and while seized and possessed of the said land, said Debendra Kumar Sheel died intestate, leaving behind his legal heirs, namely his wife Smt. SishuBalaSheel, 6 (Six) sons - (i) HaribandhuSheel, (ii) BabluSheel, (iii) SwapanSheel, (iv) Amir Sheel, (v) TapanSheel, (vi) MihirSheel and 3 (Three) daughters namely - (i) Smt. Maya Majumdar, (ii) Smt. Bhiva Sen, (iii) Smt. Bakul Roy and they inherited the rights, title and interests of Late Debendra Kumar Sheel and subsequently the abovementioned legal heirs of Late Debendra Kumar Sheel, collectively, sold, conveyed and transferred the said land measuring **5.5 (Five Point Five) Decimal** to **SYMPHONIC VANIJYA PRIVATELIMITED**, by virtue of a registered Deed of Conveyance being no. 7212 for the year 2008, recorded in Book No - I, CD volume no. 76, page from 9544 to 9567, registered before the Additional Registrar of Assurance - I, Kolkata.

AND WHEREAS one GobardhanMondal being the sole and absolute owner of the piece and parcel of land measuring **5.5 (Five Point Five) Decimal** out of the total land area of dag being 11 Decimal, comprised in L.R. Dag No. 261 under L.R Khatian No. 543 under Mouza – Amgachia, Mondal sold, conveyed and transferred the said land measuring **5.5 (Five Point Five) Decimal** to **SYMPHONIC VANIJYA PRIVATELIMITED**, by virtue of a registered Deed of Conveyance being no. 8022 for the year 2010, recorded in Book No - I, CD volume no. 27, page from 4742 to 4756, registered before the DSR-IV, Alipore, South 24 Parganas.

AND WHEREAS **SYMPHONIC VANIJYA PRIVATE LIMITED** thereafter sold, conveyed and transferred the same to **RJ HOMES PRIVATE LIMITED** and **RJ HEIGHTS PRIVATE LIMITED** by a Registered Deed of Conveyance being no : 2858 for the year 2014, recorded in Book No: I, CD Volume No: 10, pages from 1379 to 1394, registered before the A.D.S.R. Bishnupur, South 24 Parganas conveying 10 Decimal of land under RS/L.R Dag No.261 in favour of **R J Homes Pvt. Ltd** and 1 Decimal of land under RS/L.R Dag No.261 in favour of **R J Heights Pvt. Ltd.,.**

**5.1.iii FOR RS/LR DAG No. 262:**

**PART-I**

WHEREAS One Ms. Chaya Rani Majumdar was the sole and absolute owner of piece and parcel of land measuring **18 (Eighteen) Decimal** comprised in R.S/L.R Dag No. 262, while seized and possessed of the same, said Ms. Chaya Rani Majumdar sold, conveyed and transferred the same to SubhasMajumdar and Samar Majumdar, both sons of Late MotilalMajumdar, by virtue of a registered Deed of Conveyance, recorded in Book No : I, being no. 9795 of 1985, registered before the A.D.S.R. Bishnupur, South 24 Parganas and subsequently said two brothers namely SubhasMajumdar and Samar Majumdar, jointly sold, conveyed and transferred the said land to **SYMPHONIC VANIJYA PRIVATE LIMITED**, by virtue of a registered Deed of Conveyance, being no: 7175 for the year 2008, recorded in Book No: I, CD Volume No: 76, pages from 8890 to 8901, registered before the Additional Registrar of Assurance - I, Kolkata.

AND WHEREAS LilubalaMajumdar, SubhasMajumdar, Samar Majumdar, Ms. Nirupama Roy, and Ms. SakhiShil were the joint owners of piece and parcel of land measuring **14 (Fourteen) Decimal** comprised in R.S/L.R Dag No. 262 and while they seized and possessed of the said land, they collectively sold, conveyed and transferred the said land to **SYMPHONIC VANIJYA PRIVATE LIMITED**, by virtue of a registered Deed of Conveyance, being no: 5337 for the year 2012, recorded in Book No: I, CD Volume No: 12, pages from 1575 to 1590, registered before the



Additional Registrar of Assurance - I, Kolkata.

AND WHEREAS in the above manner said **SYMPHONIC VANIJYA PRIVATE LIMITED** became the absolute owner of aforesaid 32 Decimal of land under RS/L.R Dag No.262 and subsequently sold, conveyed and transferred the said land by two separate Deeds, first of which being no. 2854 of 2014, recorded in Book No: I, CD Volume No: 10, pages from 1346 to 1363, registered before the A.D.S.R. Bishnupur, South 24 Parganas, conveying **2 (Two) Decimal** of land under RS/L.R Dag No.262 in favour of **RISHI SKYHIGH PVT. LTD.**, and second of which being no. 2857 of 2014, recorded in Book No: I, CD Volume No: 10, pages from 1364 to 1378, registered before the A.D.S.R. Bishnupur, South 24 Parganas, conveying **30 (Thirty) Decimal** of land under RS/L.R Dag No.262 in favour of **JAIN GROUP PROJECTS PRIVATE LIMITED [10 (Ten) Decimal]**, **R. J. SKYHIGH PRIVATE LIMITED [10 (Ten) Decimal]** and **RISHI INFRA BUILDERS PVT. LTD [10 (Ten) Decimal]**.

## **PART-II**

WHEREAS one MalekaBibi was the sole and absolute owner of land measuring 28 (Twenty Eight) Decimal, comprised in RS/LR Dag No. 262, Khatian No. 1287 and while she seized and possessed of the said land, she sold, conveyed and transferred the said land to two brothers namely MotiLalMajumdar and JogeshwarMajumdar, by virtue of a registered Deed of Sale in Bengali vernacular, being no.1095 for the year 1969, recorded in Book No - I, Volume no.4, Pages from 241 to 244, registered before the S.R Bishnupur, 24 Parganas and after the demise of said JogeshwarMajumdar his undivided half share in the said land [**14 (Fourteen) Decimal**]devolved upon his legal heirs namely his widow namely TarubalaMajumdar, 3 (Three) Sons - (i) BidhanMajumdar, (ii) Lob Majumdar, (iii) Kush Majumdar and 1 (One) Daughter namely (i) Ms. BebiMajumdar, according to provision of The Hindu Succession Act, 1956, and in due course of time said legal heirs of JogeshwarMajumdar (since deceased) conjointly sold, conveyed and transferred their inherited undivided shares to **DREAM TOWER PRIVATE LIMITED** (presently known as DREAM TOWER KOLKATA PRIVATE LIMITED) by virtue of a Registered Deed of Conveyance being no. 15054 for the year 2006,

recorded in Book No - I, Volume no. 1, pages from 1 to 13, registered before the Additional Registrar of Assurance - I, Kolkata.

AND WHEREAS One AbdushSattarMondal and Abdul RasidMondal were the joint owners of the land measuring **15 (Fifteen) Decimal**, comprised in RS/LR Dag No. 262 and while they seized and possessed of the said land, they jointly sold, conveyed and transferred the said land to Smt. TarubalaMajumdar, by virtue of a registered Deed of Sale in Bengali vernacular, being no. 12814 for the year 1975, recorded in Book No - I, Volume no. 131, Pages from 142 to 145, registered before the S.R. Bishnupur, 24 Parganas, thereafter the said Smt. TarubalaMajumdar, while seized and possessed of the said land, sold, conveyed and transferred the Said property to **DREAM TOWER PRIVATE LIMITED** by virtue of a Registered Deed of Conveyance being no. 15332 for the year 2006, recorded in Book No - I, volume no. 1, pages from 1 to 10, registered before the Additional Registrar of Assurance - I, Kolkata.

AND WHEREAS in the above manner said **DREAM TOWER PRIVATE LIMITED** became the absolute owner of aforesaid 29 Decimal of land under RS/L.R Dag No.262 and subsequently sold, conveyed and transferred a portion the said land measuring **19 (Nineteen) Decimal** out of aforesaid 29 (Twenty Nine) Decimal by virtue of a Registered Deed of Conveyance being no. 2854 for the year 2006, recorded in Book No - I, CD Volume no. 10, Pages from 1346 to 1363, registered before the A.D.S.R. Bishnupur, South 24 Parganas, conveying **10 (Ten) Decimal** of land under RS/L.R Dag No.262 in favour of **RISHI SKYRISE PRIVATE LIMITED** and **9 (Nine) Decimal** of land under RS/L.R Dag No.262 in favour of **RISHI SKYSCRAPER PRIVATE LIMITED**.

### **PART-III**

AND WHEREAS One LalmohanMajumdar was the sole and absolute owner of piece and parcel of land measuring **13 (Thirteen) Decimal** comprised in RS/LR Dag No. 262, and while he seized and possessed of the said land, he sold, conveyed and transferred the said land to SHRAYANS JAIN by virtue a Registered Deed of

Conveyance being no. 6921 for the year 2010, recorded in Book No - I, CD Volume no. 17, Pages from 5262 to 5275, registered before the Additional Registrar of Assurance - I, Kolkata, thereafter said SHRAYANS JAIN sold, conveyed and transferred the Said Property by virtue of two separate Deeds, first of which, being no. 2854 for the year 2014, recorded in Book No: I, CD Volume No: 10, pages from 1346 to 1363, registered before the A.D.S.R. Bishnupur, South 24 Parganas, conveying **3 (Three) Decimal** of land under RS/L.R Dag No.262 in favour of **RISHI SKYHIGH PVT. LTD.**, and second of which, being no. 2867 for the year 2014, recorded in Book No-I, CD volume no. 10, pages from 1547 to 1563, registered before the ADSR Bishnupur, South 24 Parganas, conveying **10 (Ten) Decimal** of land under RS/L.R Dag No.262 to **S .J. HOMES PRIVATE LIMITED**.

**5.1.iv FOR RS/LR DAG No. 268:**

WHEREAS one Sudarshan Chandra Paul was the sole and absolute owner of the piece and parcel of land measuring **17 (Seventeen) Decimal** comprised in R.S/L.R Dag No. 268, while seized and possessed of the said land Sudarshan Chandra Paul gifted the said Property to his son namely Mr. Debasish Paul by way of a Registered Deed of Gift, being no. 171 for the year 2002, recorded in Book No - I, Volume no. 2, Pages from 470 to 473, registered before the ADSR Bishnupur, South 24 Parganas and subsequently said Debashis Paul, while seized and possessed of the said land, in lieu of valuable consideration sold, conveyed and transferred the same to SYMPHONIC VANIJYA PRIVATE LIMITED, by virtue of a Registered Deed of Conveyance being no. 6528 for the year 2010, recorded in Book No-I, CD Volume no. 16, pages from 6419 to 6433, registered before the Additional Registrar of Assurance - I, Kolkata.

AND WHEREAS two brothers namely GaziAmanUllah and KamlGazi, became owners by way of amicable family settlement of all that piece and parcel of land measuring 13 decimal and 12 decimal respectively, comprised in Dag No. 268, Khatian No. 489 & 487, in MouzaAmgachia and while seized and possessed of said land, said two brothers namely GaziAmanUllah and Kamal Gazi, conjointly sold, transferred and conveyed all that piece and parcel of **25 (Twenty Five) Decimal** of

land comprised in Dag No. 268, in Mouza Amgachia to SYMPHONIC VANIJYA PRIVATE LIMITED by virtue of a Registered Deed of Conveyance being no. 7220 for the year 2008, recorded in Book No - I, CD Volume no. 16, Pages from 9676 to 9689, registered before the Additional Registrar of Assurance - I, Kolkata.

AND WHEREAS in the aforesaid manner said SYMPHONIC VANIJYA PRIVATE LIMITED became owner of all that piece and parcel of land measuring **42 (Forty Two) Decimal** comprised in Dag No. 268, Mouza Amgachia, and thereafter said SYMPHONIC VANIJYA PRIVATE LIMITED sold, conveyed and transferred a portion of the said land measuring **24 (Twenty Four) Decimal** out of 42 decimal, by virtue of two separate registered Deed of Conveyances, first of which being no. 2854 for the year 2014, recorded in Book No-I, CD volume no. 10, pages from 1346 to 1363, registered before the ADSR Bishnupur, South 24 Parganas, conveying **4 (Four) Decimal** in favour of **RISHI SKYHIGH PVT. LTD.**, and second Deed being no. 2867 for the year 2014, recorded in Book No - I, CD Volume no. 10, pages from 1547 to 1563, registered before the ADSR Bishnupur, South 24 Parganas, conveying **10 (Ten) Decimal** to **S. J. INFRA PROJECTS PVT. LTD.**, and **10 (Ten) Decimal** to **S. J. SKYSCRAPERS PVT. LTD.**

**5.1. FOR RS/LR DAG No. 266 & 266/692:**

WHEREAS One GachhimuddinGazi was the sole and absolute owner of land measuring 39 Decimal, out of which 18 Decimal more or less comprised in R.S./L.R. Dag No. 266, and 21 Decimal more or less comprised in R.S./L.R. Dag No. 266/692, under Mouza - Amgachia, and while seized and possessed of the said land, GachhimuddinGazi, sold, conveyed and transferred the said land under aforesaid two dags, to one Sachindra Kumar Majumdar, by way of a registered Deed of Conveyance. Subsequently said Sachindra Kumar Majumdar sold and conveyed his said land under aforesaid two dags to one Sri BijanSaha, by virtue of a Registered Deed of Conveyance being no. 6067 for the year 1987 registered before the A.D.S.R. Bishnupur, South 24 Parganas, Subsequently said BijanSaha sold and conveyed his said land under aforesaid two dags, by virtue of two separate Registered Deed of Conveyance being nos. 135 for the year 2013, recorded in

Book No. I, CD Volume No. I, pages from 2127 to 2138, conveying **21 (Twenty One) Decimal** more or less of land comprised in R.S./L.R .Dag No. 266/692, under Mouza - Amgachia to four companies namely (1) FAIRDEAL ENCLAVE PRIVATE LIMITED, (2) FAIRDEAL SKYRISE PRIVATE LIMITED, (3) FAIRDEAL INFRA VENTURES PRIVATE LIMITED and (4) FAIRDEAL INFRA BUILDER PRIVATE LIMITED, and being no. 136 for the year 2013, recorded in Book No. I, CD Volume No. I, pages from 2139 to 2150, conveying **18 (Eighteen) Decimal** more or less of land comprised in R.S./L.R .Dag No. 266/692, under Mouza - Amgachia to four companies namely (1) **FAIRDEAL ENCLAVE PRIVATE LIMITED**, (2) **FAIRDEAL SKYRISE PRIVATE LIMITED**, (3) **FAIRDEAL INFRA VENTURES PRIVATE LIMITED** and (4) **FAIRDEAL INFRA BUILDER PRIVATE LIMITED**, both Deeds are registered before the A.D.S.R. Bishnupur, South 24 Parganas.

**THUS** in the manner above the Present Owners became the joint owners of the **1<sup>st</sup> Schedule** land measuring a total area of **161.8 Decimal**, in the manner stated above and for the sake of brevity the details whereof are given in the TABLE below :

Deed No / Year	Office	VENDOR	PURCHASER / PRESENT OWNERS	Dag No.	Conveyed Land in Decimal
2858/2014	ADSR Bishnupur	Shrayans Jain & Symphonic Vanijya Pvt. Ltd.	R. J. Garden Pvt. Ltd	267	10
			R. J. Heights Pvt. Ltd.	267/705	9
			R. J. Homes Pvt. Ltd.	261	1
					10
2857/2014	ADSR Bishnupur	Symphonic Vanijya Pvt. Ltd.	Jain Group Projects Pvt. Ltd.	262	10
			R. J. Skyhigh Pvt. Ltd.		10
			Rishi Infra Builders Pvt. Ltd.		10
2854/2014	sh	Pvt . Ltd	Rishi Skyhigh Pvt. Ltd.	267	1

				262	3
				268	4
				262	2
			Rishi Skyrise Pvt. Ltd.		10
			Rishi Skyscrapers Pvt. Ltd.		9
2867/2014	ADSR Bishnupur	Shrayans Jain & Symphonic Vanijya Pvt. Ltd.	S J Homes Pvt. Ltd.	262	10
			S J Infra Projects Pvt. Ltd.	268	10
			S J Skyscrapers Pvt. Ltd.		10
6915/2010	ARA - I Kolkata	KajalMajumdar	Shrayans Jain	268/705	10
6900/2010		Narayan Chandra Sheel			
4335/2011	DSR - IV, Alipore	Rani Bala Seal & Ors.			
15054/2006 15332/2006	ARA - I Kolkata	Tarubala Majumdar	Dream Tower Kolkata Pvt. Ltd.	262	10
135/2013 136/2013	ADSR Bishnupur	BijanSaha	Fairdeal Enclave Private Limited, FairdealSkyrise Private Limited, Fairdeal Infra Ventures Private Limited and Fairdeal Infra Builder Private Limited.	266	6.8
				266/692	16

**5.1 Residential-cum-Commercial Development and Sanction of Plan:**With the intention of developing and commercially exploiting the Said Premises by constructing the Said Complex thereon and selling spaces therein (**Units**), the Developer has got a building plan sanctioned by the Amgachia Gram

Panchayet, under South 24 Parganas, Zilla Parishad, being Plan No. 397/527/KMDA dated 28.09.2016 for construction of the Said Complex, which includes all sanctioned/permmissible modifications made thereto, if any, from time to time (the “**Sanctioned Plan**”).

**5.2 Project:** The Vendor/Developer has, since, named the development as “**Dream World City**” (hereinafter referred to as the said ‘**Project**’). Having **HIRA Registration No. \_\_\_\_\_**.

**5.3 Commencement of Construction:** The Vendor/Developer, after obtaining the Sanctioned Plan for the Complex, commenced the construction in a phased manner.

**5.4 Allotment:** The Vendor/Developer then decided to allot independent Composite Units in the Complex for residential purposes and accordingly received applications for allotment of Composite Units from intending acquirers, including the Purchaser herein. By an Agreement for Sale dated \_\_\_\_\_ (the “**Agreement**”), the Vendor/Developer agreed to sell and transfer the Composite Unit in favour of the Purchaser subject to fulfillment of the terms and conditions of the Agreement by the Purchaser.

**5.5 Completion Certificate:** The project has been completed by the Vendor/Developer in accordance with the said Sanction Plan and duly obtained the required Completion Certificate from the competent authority vide no. \_\_\_\_\_ dated \_\_\_\_\_.

**5.6 Completion of Sale:** The Purchaser being fully satisfied about the title of the Premises, the Sanctioned Plan and the construction of the Composite Unit, has approached the Vendor/Developer for completing the sale and transfer by conveying the Composite Unit in its favour.

**5.7 Execution:** The Vendor/Developer being agreeable to the above, the parties hereby execute this Deed of Conveyance for sale and transfer of the Composite Unit in favour of the Purchaser on the terms and conditions hereinafter contained.

**6. NOW THIS INDENTURE WITNESSETH AS FOLLOWS:**

**6.1 Sale:** The Vendor/Developer hereby sells, conveys and transfers unto and in favour of the Purchaser the “**Composite Unit**”, more fully described in **Schedule B** hereto which the Purchaser shall have, hold and enjoy forever

hereafter, free from all encumbrances, on consideration of the total sum mentioned in **Schedule D** (the "**Net Price**") paid by the Purchaser to the Vendor/Developer, but subject to the mutual easements and restrictions mentioned in **Schedule E**(the "**Purchasers' Specific Covenants**"), which shall be covenants running with the Composite Unit in perpetuity.

**6.2 Transfer:** The transfer made hereunder is a "sale" within the meaning of the Transfer of Property Act, 1882.

**6.3 Possession:** Simultaneously with the execution hereof, the Vendor/Developer has handed over the vacant and peaceful possession of the Composite Unit in favour of the Purchaser.

**6.4 Covenants of the Vendor/Developer:** The Vendor/Developer hereby covenants with the Purchaser that:

**6.3.1** The Vendor/Developer has the right, title, interest, power and absolute authority to sell, transfer and convey the Composite Unit.

**6.3.2** The Purchaser shall, subject to observing and performing the covenants contained herein, peaceably own, hold and enjoy the Composite Unit.

**6.3.3** The Vendor/Developer has developed a internal road (hereinafter referred to as the said '**Road**'). The said Road shall remain the property of the Vendor/Developer and the Vendor/Developer is not transferring right title or interest in the said Road reserving the right of easement.

**6.5 Covenants of the Purchaser:** The Purchaser hereby agrees and covenants with the Vendor/Developer as follows :

**6.5.1** The Purchaser has inspected and verified all the documents and Sanctioned Plan related to the Complex and the Composite Unit.

**6.5.2** The Purchaser has also inspected the Flat, and the Parking Space and is absolutely satisfied as to the area and construction of the Flat, and the Parking Space and the conditions and descriptions of all the fixtures and fittings installed and/or provided therein and also the amenities and facilities appurtenant thereto and as to the nature, scope and extent of benefit or interest in the Common Portions of the Complex.



- 6.5.3** The Developer/resident association or the facility management company as the case may be may further allow and permit guest or non-residents of the Project to access and use the Special Facilities on payment of suitable fee/compensation, at their discretion. Simultaneously upon the execution hereof, the purchaser hereby consents to the same.
- 6.5.4** The Purchaser is aware and has full knowledge of the applicable laws, notifications, rules and regulations applicable to the said Complex and the Premises.
- 6.5.5** The Vendor/developer has created some facilities within the said Complex (all the Phases) which shall be in common to all the Phases and the purchaser hereby strictly undertakes not to object or create hindrances in usage of common areas and special facilities which are in common between Phases for the use of the residents of adjacent Phases or non residents in terms of the rules and regulation stipulated for use of common areas and special facilities by the Vendor/Developer.
- 6.5.6** The Purchaser herein accepts that the said Road i.e. the Arterial road running through all the phases and is not the exclusive part of the Project and that the Purchaser shall not claim any common right title or interest other than the right to easement over the same.
- 6.5.7** The Purchaser covenants that notwithstanding anything herein stated the Common Portions of the Project will be only those which has been earmarked by the Vendor/Developer for common use of all the owners of the flats (the “**residents**”) in the Project.
- 6.5.8** A demarcated portion of the top roof of the Building shall remain common to all residents of the Building (the “**Common Roof**”) and all common installations such as water tank and lift machine room shall be situated in the Common Roof. The remaining portion of the top roof excluding the Common Roof shall belong to the Vendor/Developer with right of exclusive transfer and the Purchaser shall not be entitled to do any act which prevents or hinders such transfer.

- 6.5.9** The Purchaser accepts and acknowledges that the Vendor/Developer is entitled to construct further floors on and above the top roof of the Building and/or to make other constructions elsewhere in the Premises subject to statutory approvals and the Purchaser shall not obstruct or object to the same. In this respect, the Vendor/Developer and/or its employees and/or its agents and/or contractors shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes and the Purchaser shall not be entitled to raise any objection with regard thereto. After such construction, the roof above such construction shall again have a Common Roof for common use of all residents of the Building.
- 6.5.10** The Purchaser shall have the Flat mutated and separately assessed in his/their name from the appropriate authority.
- 6.5.11** The right to use of the Parking Space can only be transferred along with the Flat hereby sold and shall be deemed to have been transferred with the Flat even though the same is not expressly mentioned in any future conveyance or instrument of transfer. The Purchaser is only entitled to use the parking space. If any parking space remains unallotted then the same shall continue to be property of the Vendor/Developer and can be allotted or used at their sole discretion.
- 6.5.12** The Purchaser shall apply to the West Bengal State Electricity Board (WBSEB) individually for obtaining supply of power and meter for the respective Flat and the Purchasers shall pay all applicable security deposits, cost of cable and/or all other charges for the same to WBSEB.
- 6.5.13** The Vendor/Developer has developed a club in the Complex for recreational facilities (the "**Club**"). However, the Club shall be common for residents, users and occupiers of all the Phases of the said Complex. Similarly, the Community Hall and Swimming Pool situated in the Complex shall form part of the Common Portions of the Project but the Purchaser herein shall have the right to use the

Community Hall and Swimming Pool subject to the rules and regulations framed by the Vendor/Developer and/or Facility Manager.

- 6.5.14** The maintenance and management of the Club shall vest in the Vendor/Developer and/or Facility Manager. Vendor/Developer and/or the Facility Manager shall have the right to frame the rules and regulations of the Club. The cost of operation, maintenance and all recurring or future capital expenses relating to the Club shall be borne, paid and shared proportionately by all the owners of the flats in the Complex and the Vendor/Developer shall have no obligation with regard thereto.
- 6.5.15** If the Purchaser fails to pay Maintenance charge consecutivethree (3) months, he/she will loose the right to park the car even if he has been allotted the same by the Vendor/Developer also lose the right to use club and other common facilities.
- 6.5.16** Subject to punctual payment of the subscriptions, other charges and deposits, if any, as may be levied by the Facility Manager from time to time on the residents in the Project and subject further to the observance and performance of the rules and regulations of the Club, the Purchaser shall be entitled to enjoy and avail the facilities of the Club, but under no circumstances will the Purchaser be deemed to have any ownership or other rights on the Club.
- 6.5.17** In the event of transfer of the said Composite Unit from the Purchaser to any other person, the membership of the Purchaser in respect of the Club will stand terminated. The transferee of the Purchaser will compulsorily required to take membership of the Club upon payment of all deposits, fees and charges as may be decided by the Facility Manager.
- 6.5.18** The Purchaser shall perform and fulfill all the covenants, stipulations, conditions and obligations of the Purchasers as contained in **Schedule E**.
- 6.5.19** The Purchaser shall pay all rates, taxes and outgoings, including Municipal tax, surcharge, land revenue, levies, cess, wholly in

respect of the Composite Unit and proportionately in respect of the project. The Purchaser shall further pay proportionately the common expenses/maintenance charges mentioned in **Schedule F** (the "**Common Expenses**").

## **7. Subject Matter:**

- 7.1** The words used in bold in the heading of the clauses and any Sub-Clauses have the meaning assigned to them in such Clauses or Sub-Clauses and the words put in bold in brackets define the word, phrase or expression immediately preceeding.
- 7.2** Single number shall include plural number as well.
- 7.3** Masculine gender shall include feminine and neutral genders as well.
- 7.4** That whatever the Parties hereto have stated in the recital of this Deed of Conveyance hereinabove shall be deemed to be the representation/s and decleration/s and shall form an essential part of this Deed of Conveyance.
- 7.5** In this Deed of Conveyance unless the context otherwise requires the terms defined in nomenclature and the recitals hereinabove shall have the same meaning.

### **SCHEDULE A**

**(PREMISES i.e. the piece and parel of land on which the said PROJECT has been constructed)**

**ALL THAT** the pieceand parcel of land measuring 161.8 Decimal more or less comprised in R.S/L.R Dag Nos. 267, 267/705, 261, 262, 268, 266, 266/692and recorded in R.S/L.R Khatian Nos. 10872, 10871, 10873, 10874, 10876, 10875, 10911, 10913, 10912, 10878, 10879, 10877, 11124, 9750, 11145, 11147, 11144 and 11146 ParganaMagura under P.S. & Sub Registry Office - Bishnupur, under the ambit of Amgachhia Gram Panchayet, District South 24 ParganasDream World City Precinct – II (Said Project) in MouzaAmgachia, J.L. No. 93, Police Station Bishnupur, butted and bounded as follows:

- On the North : 14.5 m wide common passage;
- On the South : R.S/ L.R. Dag No.257, 260, 262(P);
- On the East : R.S. Dag no. 268(P), 262(P) ;

On the West : R.S. Dag no. 266(P), 266/692 (P)

**SCHEDULE B**  
**(COMPOSITE UNIT)**

**ALL THAT** the residential Flat No. \_\_\_\_\_ on the \_\_\_\_\_ **floor** of the **Block** \_\_\_\_\_ having \_\_\_\_\_ sq.ft. ( \_\_\_\_\_ )

square feet of \_\_\_\_\_ area, more or less within the Project and Flat, delineated in the **Plan** annexed hereto in colour **Red**;

**TOGETHER WITH** the exclusive right to use and enjoy \_\_\_\_\_ **Open /Covered** car parking space;

**TOGETHER WITH** the proportionate, undivided, indivisible and singly non-transferable share in the land comprised in the Premises;

**TOGETHER WITH** the proportionate, undivided, indivisible and single non-transferable share in the Common Portions of the Project;

**TOGETHER FURTHER WITH** the right of perpetual easement on the roads and pathways for ingress to and egress from the Project.

**SCHEDULE C**  
**(COMMON PORTIONS)**

1. **Area:**
  - a) Open and/or covered paths and passages.
  - b) Lobbies and staircases of the Building.
  - c) Stair head room, lift and lift well.
  - d) Boundary walls and main gates of the Premises.
  - e) Landscape, Garden & Children's play area.
2. **Water and Plumbing:**
  - a) Water reservoirs.
  - b) Water tanks.
  - c) Water pipes (save those inside any Flat).
  - d) Underground tank and installations for fire fighting, if any.
3. **Electric Installations:**
  - a) Wiring and accessories for lighting of Common Portions.
  - b) Electric Installations relating to meter for receiving electricity from WBSEB.
  - c) Pump and motor.

- d) Lift and lift machinery.
- 4. **Drains:**
  - a) Drains, sewers and pipes.
  - b) Drainage connection with Municipality, if available.
- 5. **Others:** Other areas and installations and/or equipments, if any, as are provided in the Complex and/or the Premises for common-use and enjoyment of the residents.
- 6. The General Common Elements include, without limitation, the following:
  - I. The land and all other areas of the Property and all apparatus, systems, equipment and installations now or hereafter existing in the building or on the Property, not part of any unit, for the common use of all Units or by all Unit owners or necessary or convenient for the existence, maintenance or safety of the property as a whole;
  - II. All foundations, columns, girders, beams and supports, including load bearing walls, but excluding those which are specifically designated elsewhere in this Declaration or on the Floor Plans as otherwise.
  - III. All structural floors assemblies, including the underside of such assembly ceiling;
  - IV. All common roof and roof structures but excluding and mechanical or HVAC equipment or their related wires, pipes, conduits, ducts and similar appurtenances which are part of a Unit of Limited Common Elements located upon the roof pursuant to an easement reserved in this Declaration.
  - V. All exterior walls of the building and the structural masonry walls.
  - VI. All windows, window frames, casements and mullions.
  - VII. The stair and stairwell.
  - VIII. All central and appurtenant installations for services such as electricity, telephone, television, gas, sewer, waste, hot and cold water (including all pipes, ducts, wires, chutes, cables and conduits used in connection with any such service whether located in Common Elements or in Units) and all other mechanical equipment spaces (except for those which are contained within Units or are Limited Common elements or Residential Limited Common Elements) which serve or benefit all unit owners or other General Common Elements.

- IX. All other facilities of the building (including but not limited to shafts, pipes, wires, ducts, vents, cables, conduits and lines) which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety or, all units or all unit owners.
7. LIMITED COMMON ELEMENTS shall mean the following portions of the Common Elements which are designated as Limited Common Elements, the use of which is restricted to the exclusive use of the Unit owner, its tenants, licensees, invitees, agents and employees:
- I. All central and appurtenant installations for services such as electricity, telephone, television, gas, sewer, waste, hot and cold water (including all pipes, ducts, wires, chutes, cables and conduits used in connection with any such service which exclusively serve or benefit the unit, whether located in Common elements or in other Units)
  - II. All tanks, pumps, motors, fans, compressor and control equipment which exclusively serve the Unit, whether located in Common Elements or in other Units.
  - III. All mechanical, electrical, plumbing (including their related wires, pipes, conduits, ducts and similar appurtenances) which exclusively serve or benefit the Unit, whether located in common elements or in other units and.
  - IV. Pumps, motors, piping and controls located in the mechanical rooms which exclusively serve or benefit the Unit.

**SCHEDULE D**

**(NET PRICE)**

**ALL** \_\_\_\_\_ **THAT** the net price of **Rs.** \_\_\_\_\_ /- **(Rupees** \_\_\_\_\_ **)** only has been paid by the Purchaser to the Vendor/Developer, for the Composite Unit, in full and final payment and the Vendor/Developer hereby admits and acknowledges the receipt of the same.

**SCHEDULE E**

**(PURCHASERS' SPECIFIC COVENANTS)**

1. Purchaser shall not:
  - 1.1 Use the Flat for any other purpose but residential.

- 1.2 Use the Parking Space, if any, for any purpose other than for parking of cars and shall make any construction of whatever nature thereat.
- 1.3 Make any addition, alteration and/or modification in or about the Flat save and except in accordance with the Rules of the Association.
- 1.4 Claim any right of pre-emption or otherwise regarding any other portion of other Flat in the Complex.
- 1.5 Claim partition of the Common Portions or Land Share which shall remain undivided and indivisible.
- 1.6 Put up or affix any sign board, name plate or display boards in the Common Portions or outside walls of the Buildings save at the places provided or approved therefor provided that this shall not prevent the Purchasers from displaying a decent name-plate outside the main door of the Flat.
- 1.7 Install or keep or run any generator in the said flat/unit and the parking space if any.
- 1.8 Alter any portion, elevation or colour scheme of the Buildings and the Common Portions.
- 1.9 Damage the Common Portions or any of the other Flats by making any alterations or withdrawing any support or otherwise.
- 1.10 Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions, save at the places earmarked there for by the Facility Manager/Association.
- 1.11 Place or cause to be placed any article or object in the Common Portions.
- 1.12 Do or permit anything to be done which is likely to cause nuisance or annoyance to the owner/occupants of the other Flats and/or the other Buildings.
- 1.13 Do, keep, store, carry on or cause to be carried on any offensive, combustible, obnoxious, hazardous or dangerous articles in the Flat, if any, or the Common Portions as may be injurious, nuisance or obnoxious to owners/occupiers of the other Flats.
- 1.14 Affix or draw any wire, cable, pipe from, to or through any Common Portions or outside walls of the Buildings or other parts of the Complex, without approval.



- 1.15 Install any air-conditioner, except in the approved places.
  - 1.16 Affix box type grill or change the design or the place of the grills, the windows or the main door of the Flat, without prior approval in writing.
  - 1.17 Carry on or cause to be carried on any obnoxious or immoral activity in or through the Flat or the Common Portions.
  - 1.18 Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Flats in the Building and/or the adjoining Buildings.
  - 1.19 Obstruct or object to the Vendors/Developers using, allowing others to use, transferring or making any construction on any area excluded out of the Common Portions and/or the Building save the Flat.
  - 1.20 Obstruct the Vendors or the Developer from selling or granting rights to any person on any part of the Complex and/or the Building, excepting in his/her own Flat or the Parking Space, if any.
  - 1.21 Keep any heavy articles or things or operate any machine, save any usual home appliances, which are likely to damage the floors.
2. The Purchaser shall:
- 2.1 Do all acts, deeds, matters and things for formation of and other ancillary matters related to the formation of the Association mentioned in **Part II** of this Schedule.
  - 2.2 Pay all charges for the Common Expenses as mentioned in **Schedule F**.
  - 2.3 Keep the Flat and the Parking Space, if any, and every part thereof and all fixtures and fittings therein or exclusive thereto properly painted and in good repairs and in a neat and clean condition and in a decent and respectable manner.
  - 2.4 Permit the Vendor/Developer to raise cellular towers and/or hoardings on the common roof of the Building.
  - 2.5 Use all paths, passages and staircases for the purpose of ingress and egress and for no other purpose whatsoever, unless permitted by the Facility Manager/ Association.
  - 2.6 Permit the Facility Manager/ Association and any agents appointed by it to enter the Flat, for effecting repairs for Common Purposes.

2.7 Immediately notify the Facility Manager/Association of the tenant's/transferee's address and telephone number, in the event the Purchaser lets out the Flat and the Parking Space.

### **Part II –Association**

1. The Purchasers shall compulsorily become members of the Apartment Owners' Association (the "**Association**"), to be formed under the applicable laws.
2. The Purchasers shall sign the necessary documents, forms and grant such powers to the Vendor/Developer as may be required for taking steps for formation of the Association.
3. The Vendor/Developer will facilitate in the formation of the Association by calling upon the residents in the Complex to become members of the same.
4. The Purchasers shall accept and follow, without any objection of any nature whatsoever, the rules and regulations of the Association (the "**Rules**").
5. The Purchasers shall bear and pay all proportionate costs, charges and expenses for formation, including professional charges, of the Association.
6. The Purchasers shall co-operate with the Association and its other members in all its activities.

### **Part III - Management & Maintenance**

7. The Vendor/Developer has handed over all Common Portions of the Complex to a professional commercial facility management organization (the "**Facility Manager**"). The Facility Manager shall operate, manage and render specified day to day services with regard to the Common Portions, shall levy and collect the Common Expenses. However, the ownership of the Common Portions (subject to the terms of this Conveyance) shall vest in all the residents of the Complex, represented by the Association and the Facility Manager shall merely be the service provider for rendition of specified services with regard to the Common Portions. The Facility Manager may be replaced by the consent of 80% (eighty percent) or more of the residents of the Complex in terms of total flats held.
8. All deposits, payments for common expenses, taxes, mutation fees maintenance charges and all other outgoings shall be made to and kept with the Facility Manager. However, the Facility Manager being a professionally

run company, shall not be liable to share or render its accounts to the residents.

9. The Facility Manager shall function at the cost of the residents and will work on the basis of maintenance charges paid by the residents.
10. **Default:** In case of default by the Purchaser in making the payment of the Common Expenses, in spite of demand by the Facility Manager and/or the Association, as the case may be, the Facility Manager/Association shall be entitled to withhold all or any of the utilities, facilities and/or services to the Purchaser till the Default Amount is in arrears and the Facility Manager/Association, as the case may be, shall further be entitled to interest. The rate of interest as per Act and/or as decided by the association of purchasers or management agency.
11. **Charge:** Any amounts towards Common Expenses becoming due or payable, the liability for the same shall be a charge/lien on the Composite Unit by the Association and shall remain until remittance in full thereof.

**SCHEDULE F**  
**(COMMON EXPENSES)**

1. **Common Utilities:** All charges and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment & lighting of common areas.
3. **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipments and personnel, if any.
4. **Association:** Establishment and all other capital and operational expenses of the Association.
5. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.
6. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions, including the exterior or interior (but not inside any Flat) walls of the Said Complex.
7. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including

Swimming pool, Gym, Community Hall, lifts, D.G. set, changeover switches, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions.

8. **Rates and Taxes:** Municipal Tax, surcharge, Water Tax and other levies in respect of the Said Complex **save** those separately assessed on the Purchaser.
9. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

**IN WITNESS WHEREOF**the parties hereto have executed these presents on the day, month and year first above written.

**SIGNED AND DELIVERED** by  
PARTIES in presence of

**WITNESSES:**

1.

2.

Signature of Vendor/Developer

Signature of Purchaser(s)

**RECEIPT OF CONSIDERATION BY THE VENDORS / DEVELOPERS**

The Vendors / Developers confirm having received from the Purchaser/s a sum of  
Rs. \_\_\_\_\_ /- (Rupees  
\_\_\_\_\_ Only) towards full and final  
payment of the Consideration for the Composite Unit, being the subject matter of  
this Deed as per memo below.

By	Rs. _____ /
By	Rs. _____ /
By	Rs. _____ /
By	Rs. _____ /
By	Rs. _____ /
By	Rs. _____ /
	<b>TOTAL</b> Rs. _____ /

Rupees \_\_\_\_\_ Only

**WITNESSES**

1.

2.

**Signature of Vendor/Developer**