

THIS INDENTURE OF CONVEYANCE made this ..... day of  
.....Two Thousand and Nineteen;

BETWEEN

DAFFODIL PROJECTS PRIVATE LIMITED (PAN No.AABCD8392G), a Company incorporated under the Companies Act, 1956, having its registered office at No. 5, Kabir Road, Police Station and Post Office Tollygunge, Kolkata - 700026, represented by its Director Mr. Harshvardhan Saraf (PAN No. AXGPS5482H) (Aadhaar No. 659985479962) son of Sri Sanjay Saraf, by faith Hindu, by occupation Business, by nationality Indian and residing at No. 5, Kabir Road, Police Station and Post Office Kalighat, Kolkata - 700026, hereinafter referred to as the "Developer-Vendor" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in office and assigns) of the FIRST PART:

AND



(1) LAKSHMAN MONDAL (PAN No.AQHPM3205C) (Aadhaar No. 567938644171) (2) GOUTAM MONDAL (PAN No. CGFPM6568Q) (Aadhaar No. 560453753488) (3) HEMANTA MONDAL (PAN No.AELPM4422P) (Aadhaar No. 835406754204) AND (4) PRASANTA MONDAL (PAN No.BLUPM8718D) (Aadhaar No. 970573356494), all sons of Late Dharendra Chandra Mondal and all residing at TG-2/16, Tegharia, Gayenpara, Post Hatiyara, Police Station - Baguihati, Kolkata - 700157 represented by their Constituted Attorney Mr. Harshvardhan Saraf (PAN No. AXGPS5482H) (Aadhaar No. 659985479962) son of Sri Sanjay Saraf, by faith Hindu, by occupation Business, by nationality Indian and residing at No. 5, Kabir Road, Police Station and Post Office Kalighat, Kolkata - 700026, hereinafter jointly referred to as the "Owners-Vendor" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and/or assigns) of the SECOND PART;

AND

MR. ..... (PAN No. ....) (Aadhaar No. ....) son of ..... both by faith ....., by occupation ..... and by nationality Indian and at present residing at ....., hereinafter jointly referred to as the "Purchaser(s)" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and/or assigns) of the THIRD PART;

WHEREAS:

A. Messrs Daffodil Projects Pvt. Ltd., the Developer-Vendor herein is seized and possessed of or otherwise well and sufficiently entitled as the absolute owner in respect of All That the piece or parcel of Plot of Bagan Land measuring 20 Cottahs (equivalent to 33 Sataks) be the same a little more or less Together With 1 (one) Darwan quarter, 2 (two) servant's quarter, boundary walls and other structures whatsoever lying erected and/or built thereon situate lying at and comprised in R. S. Dag No. 480, R. S. Khatian No. 95, L. R. Khatian No. Krishi 409, Krishi 322, Krishi 111, Krishi 96, Krishi 180, J. L. No. 9, R. S. No. 116, Touzi No. 191, within Mouza - Tegharia, Police



Station - Rajarhat, (presently Baguihati), P. O. Hatiyara, Municipal Holding No. RGM-AS/178/Block-II/12-13, Ward No.11, Rajarhat Gopalpur Municipality, District - 24-Parganas (North), Kolkata - 700157, more fully described in *Part-I* of the *First Schedule* hereunder written (hereinafter referred to as the "Premises No.1") by virtue of an Indenture of Conveyance dated the 28<sup>th</sup> March, 2012 registered in Book No. I, CD Volume No. 16, Pages 801 to 825, Being No. 03863 for the year 2012 at the office of A. R. A.-II, Kolkata.

B. Sri Lakshman Mondal & Ors., the Owners-Vendor herein are jointly seized and possessed of or otherwise well and sufficiently entitled as the absolute owner in respect of All That the piece or parcel of Plot of Bagan Land measuring the balance 6 Cottahs and 10 Chittacks (equivalent to 11 Sataks) be the same a little more or less Together With two-storied dwelling house, boundary walls and other structures whatsoever lying erected and/or built thereon situate lying at and comprised in R. S. Dag No. 480, R. S. Khatian No. 95, 197, L. R. Khatian No. Krishi 409, Krishi 322, Krishi 111, Krishi 96, Krishi 180, J. L. No. 9, R. S. No. 116, Touzi No. 191, within Mouza - Teghari, Police Station - Rajarhat, (presently Baguihati), P. O. Hatiyara, Municipal Holding No. RGM-AS/113/2748/02-03, Ward No. 7, Rajarhat Gopalpur Municipality, District - 24-Parganas (North), Kolkata - 700157, more fully described in *Part-II* of the *First Schedule* hereunder written (hereinafter referred to as the "Premises No.2").

C. Since after purchase of the said Property No. 1 as aforesaid, the Developer-Vendor herein decided to undertake development of the said Property No. 1 and construction of Building Complex thereat.

D. The Owners-Vendor abovenamed also having decided for development of the said Property No. 2 approached the Developer-Vendor with a request to undertake and carry out development of the said Property No. 2, which belonged to them jointly as aforesaid and the same jointly with the said Property No. 1 belonging to the Developer-Vendor and construct building complex thereat.

E. On being approached and requested by the Owners-Vendor as aforesaid as also relying on the various representations made by the Owners-Vendor, the Developer-Vendor herein has agreed to undertake and carry out the development of the said Property No. 2 belonging to the Owners-Vendor and the same jointly with the said Property No. 1 belonging to the Developer-

Vendor and further to construct building complex thereat, for the consideration and on the terms and conditions recorded in the Development Agreement dated the 27<sup>th</sup> August, 2012 entered into between the Owners-Vendor abovenamed of the One Part and the Developer-Vendor herein of the Other Part.

F. In the premises aforesaid, the Developer-Vendor herein agreed and decided to undertake development of both the Premises No.1 and Premises No.2 in aggregate measuring 1 (one) Bigha 6 (six) Cottahs and 10 Chittacks comprised in Municipal Holding Nos. RGM-AS/178/Block-H/12-13 and RGM-AS/113/2748/02-03 more fully described in *Part III* of the *First Schedule* hereunder written (hereinafter referred to as the "said Property") and to construct residential building complex thereat and the same to be named and known as "DAFFODIL LABELLA-VISTA".

G. The Developer-Vendor herein is duly registered with the Rajarhat Gopalpur Municipality, as Promoter/Developer-Vendor vide Enlistment No. RGM/P-187/2006-07. The Developer-Vendor also duly applied for and obtained necessary permission from the concerned authorities under the W. B. Building (Regulation of Promotion of Construction & Transfer by Promoters) Act, 1993 for development of the "said Property" and construction of the proposed building complex thereat.

H. The Developer-Vendor herein also duly applied for and obtained Plan permit No. 696/13/14 dated 11<sup>th</sup> December 2013 (hereinafter referred to as the "Sanctioned Plan") duly sanctioned by the Rajarhat Gopalpur Municipality for construction of a Residential building consisting of Basement, Ground and upper five Floors comprising of self contained residential flats, car parking spaces and other spaces. The Developer-Vendor herein also duly got the character/classification of the said Plots of "Bagan Land" being premises No.1 and premises No.2, respectively described in *Parts-I and II* of the *First Schedule* hereunder written, converted into "Housing Complex" Lands vide Order No. L-13011(11)/34/2015-DL&LRO/118957 dated July 6, 2015 issued by the Collector under Section 4C of the W. B. L. R. Act, 1955 and Additional District Magistrate and D. L. & L. R. O., North 24-Parganas, Barasat.

I. The Developer-Vendor herein has also agreed to permit and allow the proposed building complex to be erected at the said Property Nos. 1 and 2 as also the Owners/Occupiers of the Flats and other spaces thereof to use and

enjoy the various amenities and facilities including entrance, drainage, sewerage belonging to and forming part of the building complex named and known as Daffodil Labella developed and erected by the Developer-Vendor at or up on the lands comprised in Municipal Holding Nos.RGM-AS/130/07, RGM-AS/133/07 and RGM-AS/134/07 as also to use and enjoy the passage lying on the extreme south on the Ground level of Municipal Holding Nos. RGM-AS/133/07 and the same in common with the Owners/Occupiers of flats and other spaces of the said building Complex "Daffodil Labella-Vista".

J. Since after the issuance of the said sanctioned plan, the Developer-Vendor herein duly commenced construction of the proposed residential building complex at or upon the Land comprised at the "said Property" and the same named "Daffodil Labella-Vista".

K. By an Agreement for Sale dated the ..... the Owners-Vendor and the Developer-Vendor have agreed to sell and/or transfer and the Purchaser(s) herein has agreed to purchase and/or acquire the "said Unit" being All That the Residential Flat measuring Saleable area (Super Built-up) of ..... Square Feet being Unit No. .... on the ..... Floor of the building complex named and known as "DAFFODIL LABELLA-VISTA", Together With undivided proportionate share in the land comprised in the "said Property" and also in the common parts at the said building, more fully described in the *Second Schedule* there under as also hereunder written (hereinafter referred to as the "said Unit"), at or for the consideration and on the terms therein recorded.

L. The Owners-Vendor herein along with the Developer-Vendor, on being approached and requested by the Purchaser(s), have agreed to complete the sale of the "said Unit" by executing and registering this Conveyance Deed, pending the completion of construction of the building and delivery of possession of the "said Unit" by the Developer-Vendor.

**NOW THIS INDENTURE WITNESSETH** that in the premises aforesaid and in pursuance of the said agreement and in consideration of the sum of Rs...../= (Rupees .....Only) paid by the Purchaser(s) on or before the execution of these presents (the receipt where of the Developer-Vendor doth hereby admit and acknowledge and of and from the payment of the same and every part thereof acquit, release



and discharge the Purchaser(s) and the Unit hereby sold transferred and conveyed) the Owners-Vendor above named as also the Developer-Vendor herein do and each of them doth hereby grant, sell, transfer, convey, assign and assure unto and in favour of the Purchaser(s) above named All That the Residential Flat being Unit No. "....." containing by measurement Saleable area (Super built up) area of ..... Square Feet be the same a little more or less on the ..... Floor of the building complex under construction and the same named and known as "Daffodil Labella-Vista" at Municipal Holding No. RGM-AS/178/12-13 in Ward No. 11 within Rajarhat Gopalpur Municipality, Police Station Rajarhat, District - 24-Parganas (North), Kolkata - 700157, more fully described in the *Second Schedule* hereunder written (hereinafter referred to as the "said Unit") Together With an undivided proportionate share or interest in the land beneath the said building "Daffodil Labella-Vista" attributable to the "said Unit" Together With the right on delivery of possession of the "said Unit" after completion of construction of the said building by the Developer-Vendor, to use and enjoy in common with the Owners and/or occupiers of other Units and spaces the common parts, areas, facilities and amenities at the building, more fully described in the *Third Schedule* hereunder written, And all manner of former and other rights, privileges, easement and benefits whatsoever belonging or in any way appertaining there to or usually held or enjoyed therewith and reputed to belong to or be appurtenant thereto And The reversion or reversions, remainder or remainders Together With all easements or quasi-easements or other stipulation or provisions for the beneficial use and enjoyment of the "said Unit" as mentioned in *Part-I* of the *Sixth Schedule* hereunder written;

TO HAVE AND TO HOLD the "said Unit", more fully described in the *Second Schedule* hereunder written and every part thereof, unto and to the use of the Purchaser(s), absolutely and for ever, free from all encumbrances whatsoever Excepting and Reserving unto the Owners-Vendor and the Developer-Vendor as also the Owners and/or occupiers of other Units and spaces at the Building the easements, quasi-easements and privileges mentioned in *Part-II* of the *Sixth Schedule* hereunder written AND SUBJECT TO various terms, conditions, negative covenants and restrictions mentioned in this Indenture as also those mentioned in the *Seventh Schedule* hereunder written AND ALSO SUBJECT TO the Purchaser(s) on and after delivery of possession of the "said Unit", regularly and punctually paying to the

Developer-Vendor the proportionate amount of the costs and expenses for maintaining common parts and amenities including those described in *Fifth Schedule* hereunder written **AND FURTHER SUBJECT TO** completion of construction of the said building and delivery of possession of the "said Unit" in favour of the Purchaser(s) by the Developer-Vendor ;

**AND THE OWNERS-VENDOR AND THE DEVELOPER-VENDOR** do and each of them doth hereby covenant with the Purchaser(s) as follows: -

- i. **THAT** the Owners-Vendor and the Developer-Vendor have good right, full power and absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the "said Unit" hereby granted, sold, transferred, assigned and assured or expressed or intended so to be unto and in favour of the Purchaser(s) in the manner aforesaid and according to the true intent and meaning of these presents;
- ii. **AND THAT** on completion of construction of the said building and delivery of peaceful possession of the "said Unit" by the Developer-Vendor, the Purchaser(s) shall and will and may peaceably and quietly enter into, own, hold, possess and enjoy the "said Unit" and to receive the rents issues and profits thereof, without any suit, hindrance or interference from the Owners-Vendor and/or the Developer-Vendor or any other person or persons lawfully or equitably claiming from under or in trust for them;
- iii. **AND THAT** the Owners-Vendor and the Developer-Vendor shall at all times hereafter at the requests and costs of the Purchaser(s) produce or cause to be produced to *him/her/their/fits* or as the Purchaser(s) shall direct all the original title deeds and documents in respect of the said Property for evidencing the title and also to furnish to the Purchaser(s) copies of or extracts from the said Deeds and documents and shall in the meanwhile keep the same safe;
- iv. **AND THAT** the Developer-Vendor herein shall on completion of construction of the said building duly make over peaceful possession of the "said Unit" unto and in favour of the Purchaser(s) herein;
- v. **AND THAT** the Owners-Vendor and/or the Developer-Vendor and all other persons having or lawfully or equitably claiming any estate, right, title, interest, property, claim or demand whatsoever into or upon the "said Unit" hereby granted sold, conveyed, transferred, assigned and



assured or expressed or intended so to be or any part thereof, from through under or in trust for them or any of them shall and will from time to time and at all times hereafter at the requests and costs of the Purchaser(s) do and execute or cause to be done and executed all such acts deeds matters and things for further better and more perfectly, effectively and satisfactorily granting, transferring and assuring the "said Unit", and every part thereof unto and to the use of the Purchaser(s) in the manner aforesaid, as shall or may be reasonably required;

- vi. AND ALSO THAT the Purchaser(s) herein after he/she/it has been made over possession of the "said Unit" by the Developer-Vendor, shall be entitled to apply for and have *his/her/their/its* name mutated and recorded as the Owner in respect of the "said Unit" in the records of the Kolkata Municipal Corporation as also have separate assessment in respect of the "said Unit" for payment of the Municipal Corporation Taxes and all other rates and Taxes on account and in respect of the "said Unit" and that the Owners-Vendor and/or the Developer-Vendor shall not have any objection of any nature in this respect;

AND THE PURCHASER(S) to the end and intent that *his/her/their* obligations, covenants and restrictions herein contained shall at all times hereafter run with the "said Unit" hereby covenant with the Owners-Vendor and the Developer-Vendor as follows:

- a) The Purchaser(s) and all other persons deriving title under *him/her/them* shall on and after delivery of possession of the "said Unit" by the Developer-Vendor, duly observe the various restrictions and negative covenants set forth in the *Seventh Schedule* hereunder written. It is made clear that the "said Unit" shall be held by the Purchaser(s), subject to the said various terms, conditions, negative covenants and restrictions mentioned in the *Seventh Schedule* hereunder written;
- b) That the roof, basement floor and the covered and un-covered parking spaces and the vacant spaces on the ground floor of the Building shall always be the property of and at the exclusive disposal of the Owners-Vendor and the Developer-Vendor herein and that the Purchaser(s) shall not be entitled to claim any right over and in respect of the same except the Parking spaces as are specifically allotted/sold to the Purchaser(s).



- c) The Purchaser(s) shall permit the Owners-Vendor and/or the Developer-Vendor or the Holding Organisation after its formation and their surveyors or agents with or without workmen and others at all reasonable hours, to enter into and upon the "said Unit" for the purpose of repairing, making, reinstating, rebuilding, cleaning, lighting, laying and keeping in order and good conditions the sewers, drains, pipes, cables, water courses, wires, detectors, structures or other conveniences belonging to or serving or used at the said building and/or to view and examine the state and condition of the "said Unit" or portions thereof and the Purchaser(s) shall be liable to make good immediately on receiving notice of all such defects and want of repairs of which notice in writing shall be given by the Developer-Vendor to the Purchaser(s);
- d) The Purchaser(s) shall keep the "said Unit" in good and substantial repair and condition so as to support and protect other units and parts of the said building as they now enjoy;
- e) The Purchaser(s) shall keep all sewers, drains, pipes, passages, stairs, entrances etc. serving the "said Unit" in good condition;
- f) The Purchaser(s) herein declare and confirm to have duly paid his/her/their contribution towards installation of Generator, Transformer, Electricity Meters and obtaining of electricity connection etc. and have also duly deposited with the Developer-Vendor diverse amounts as per the details mentioned in *Part-I* of the *Fourth Schedule* hereunder written and shall also duly pay to and/or deposit with the Developer-Vendor diverse amounts as per details mentioned in *Part-II* of the *Fourth Schedule* hereunder and shall also pay such further sum or sums of moneys as may be required by the Developer-Vendor towards sinking fund for repairs and/or replacement of any of the amenities and installations including those mentioned in the *Third Schedule* hereunder written. Such deposit amount shall carry no interest whatsoever;
- g) The Purchaser(s) shall extend *his/her/its* co-operation to the Developer-Vendor in the matter of the Developer-Vendor at its discretion incorporating and/or nominating and/or making an Association or syndicate under the Societies Registration Act or in the alternative a Private Limited Company under the provisions of the Companies Act (hereinafter referred to as the "Holding Organisation") for administration on and maintenance of the common parts, areas, facilities, amenities and essential services at the said building including those described in the *Third*

*Schedule* hereunder written. The object of such Holding Organisation shall be to manage and administer the maintenance of the Common Parts and essential services at the building including those mentioned in the *Third Schedule* hereunder written and further to collect the monthly maintenance and service charges from the Owners and/or occupiers of different units at the building as also to disburse, incur and pay all costs charges and expenses for maintenance of the common parts, areas and essential services at the building including those mentioned in the *Fifth Schedule* hereunder written. The Holding Organisation, which shall be constituted shall bear the name "DAFFODIL LABELLA-VISTA";

- h) The Purchaser(s) herein shall on and from expiry of a fortnight from the date of the Developer-Vendor notifying the "said Unit" having made ready for occupation, month by month and every month pay to the Developer-Vendor herein or the Holding Organisation after its formation, the proportionate amount of costs of maintaining the common parts, areas and amenities as also providing essential services including those described in the *Third Schedule* hereunder written. Such monthly maintenance and service charges shall be payable to the Developer-Vendor and/or to the Holding Organisation (after its formation) within 7 (seven) days from the date of receipt of the Bill from the Developer-Vendor and/or Holding Organisation, without claiming any deduction or abatement on any account whatsoever. Apart from the monthly maintenance charges as mentioned above, the Purchaser(s) herein shall also month by month and every month pay the proportionate amount of costs, charges and expenses on account of maintenance of the Additional facilities at the building;
- i) The apportionment of the costs, charges and expenses on account of maintenance as mentioned in the last preceding clause shall be made by the Developer-Vendor on the basis of the respective areas of the several units and other spaces in the said building and the same shall be conclusive final and binding. The monthly maintenance charges mentioned above shall for the time being be payable to the Developer-Vendor by the Purchaser(s) calculated @ Rs.2/- (Rupees Two) Only per Square Feet of the total super built up area of the "said Unit". In case of increase in the electricity charges, salaries and other costs and expenses, the said monthly maintenance charges shall also be enhanced;
- j) The Purchaser(s) herein shall, within 6 (six) months from the date of execution of this Deed of Conveyance, at *his/her/their* own costs cause *his/her/their* name/s mutated as Owners-Vendor in respect of the "said

Unit" in the records of the Municipal Corporation authority as also cause separate assessment for payment of the Municipal corporation Taxes on account and in respect of the "said Unit";

- k) So long as the "said Unit" is not separately assessed for Municipal taxes and other rates and taxes whatsoever, the Purchaser(s) shall pay to the Developer-Vendor on and from the date of the "said Unit" having been notified as made ready, the proportionate amount of the Municipal taxes, water taxes and other taxes as may be levied or payable in respect of the said building within 7 (seven) days from the date of the Developer-Vendor submitting Bill on account of such rates and taxes. The apportionment of such rates and taxes shall be made by the Developer-Vendor and the same shall be conclusive, final and binding;
- l) In the event of the Owners-Vendor and/or the Developer-Vendor being required to pay any of the rates and taxes or to deposit any other amount with the Municipal Corporation or any of the departments of the Central or State Government or other statutory authorities or to make payment of any other amounts of similar nature, the Purchaser(s) shall proportionately reimburse the same;
- m) The Purchaser(s) shall apart from the amounts paid and deposited as per details mentioned in *Part-I* of the *Fourth Schedule* hereunder, also deposit with the Developer-Vendor the Holding Organisation on its formation, such other or further amounts as may be required as and by way of deposit towards sinking fund, and the same shall carry no interest;
- n) In case of delay or default on the part of the Purchaser(s) to pay the electricity charges and/or the monthly maintenance and service charges or any other sums as and when the same would become payable by the Purchaser(s) as per the provisions contained in this Deed, the Developer-Vendor and/or the Holding Organisation shall be entitled, without prejudice to their rights to claim interest at the rate of 2% per month, to forthwith disconnect the supply of electricity and other essential services to the "said Unit". The Purchaser(s) shall not be entitled to restoration of supply of electricity and other essential services till the Purchaser(s) has duly paid the entire outstanding dues together with interest at the rate as aforesaid;
- o) The Owners-Vendor and/or the Developer-Vendor herein shall at all times be entitled without any objection or obstructions by or on behalf of the Purchaser(s), to make additions and/or alterations in or upon the portion

of the building including the vacant spaces of the building belonging to the Owners-Vendor and/or the Developer-Vendor, except the common areas of the building as mentioned in the *Third Schedule* hereunder written;

- p) In case of the Developer-Vendor herein or the Holding Organisation after its formation causing insurance of the said building, the Purchaser(s) would contribute proportionately towards the amount of premium payable on account of such insurance. The Developer-Vendor or the Holding Organisation shall be at liberty at their discretion to cause such insurance in their own name or in the name of the Owners-Vendor;
- q) The Purchaser(s) herein shall render *his/her/their* best cooperation and assistance to the Developer-Vendor and/or Holding Organisation in the matter of maintenance of the common parts, areas, facilities and amenities as also the essential services at the building and also the plants and equipments of common use;
- r) The Purchaser(s) would see that *his/her/their* servants and other staff do not cook or carry out other similar activities at the servant's quarter and/or the common parts of the buildings and that the car parking areas, stairs and common areas are not in any manner blocked;
- s) The Purchaser(s) herein and/or the occupants of the "said Unit" shall not be entitled to the use of the additional facilities beyond the time as may be fixed by the Developer-Vendor or the Holding organisation. The use of the additional facilities shall be as per the Rules as may be framed by the Developer-Vendor or the holding organisation on its formation.
- t) The Purchaser(s) shall at *his/her/their* own costs maintain the "said Unit" in good condition state and order and shall observe, perform and abide by all bye-laws, rules and regulations of Government, Municipal Corporation and other statutory authorities and local bodies including those as may be framed by the Developer-Vendor and/or the Holding Organisation after its formation, for the proper maintenance of the said building and the common areas, facilities, amenities as also essential services at the building and shall be responsible for all breaches and/or violations of any of the conditions or rules or bye-laws.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**Part-I**

**("Premises No. 1")**



**ALL THAT** the piece or parcel of Plot of Land measuring 20 Cottahs (equivalent to 33 Sataks) be the same a little more or less Together With 1 (one) Darwan Quarter, 2(two) Servant's Quarter, boundary walls and other structures whatsoever lying erected and/or built thereon situate lying at and comprised in R. S. Dag No. 480, R. S. Khatian No. 95, L. R. Khatian No. Krishi 409, Krishi 322, Krishi 111, Krishi 96, Krishi 180, J. L. No. 9, R.S. No. 116, Touzi No. 191, within Mouza - Tegharia, Police Station - Rajarhat, (presently Baguihati), P. O. Hatiyara, Municipal Holding No. RGM-AS/178/Block-H/12-13, Ward No. 11, Rajarhat Gopalpur Municipality, District - 24-Parganas (North), Kolkata - 700157. The above Plot of Land was formerly classified as "Bagan Land" and the same was subsequently converted and classified as "Housing Complex" vide Order No.L-13011(11)/34/2015-DL&LRO/118957 dated July 6, 2015 issued by the Collector under Section 4C of the W. B. L. R. Act, 1955 and Additional District Magistrate and D. L. & L. R. O., North 24-Parganas, Barasat and the same is butted and bounded in the manner as follows:

**ON THE NORTH** : By Dag Nos. 482 and 481;  
**ON THE SOUTH** : By Dag Nos. 476 and 478;  
**ON THE EAST** : By portion of Dag Nos. 480 and 479;  
**ON THE WEST** : By Dag Nos. 474 and 475;

#### Part-II

#### ("Premises No. 2")

**ALL THAT** the piece or parcel of Plot of Land measuring the balance 6 Cottahs and 10 Chittacks (equivalent to 11 Sataks) be the same a little more or less Together With two-storied dwelling house, boundary walls and other structures whatsoever lying erected and/or built thereon situate lying at and comprised in R. S. Dag No. 480, R. S. Khatian No. 95 and 197, L. R. Khatian No. Krishi 409, Krishi 322, Krishi 111, Krishi 96, Krishi 180, J. L. No. 9, R. S. No. 116, Touzi No. 191, within Mouza - Tegharia, Police Station - Rajarhat, (presently Baguihati), P. O. Hatiyara, Municipal Holding Nos. RGM- AS/113/2748/02-03, Ward No. 7, Rajarhat Gopalpur Municipality, District - 24-Parganas (North), Kolkata - 700157 The above Plot of Land was formerly classified as "Bagan Land" and the same was subsequently converted and classified as "Housing Complex" vide Order No.L-13011(11)/34/2015-DL&LRO/118957 dated July 6, 2015 issued by the Collector under Section 4C of the W.B.L.R. Act, 1955 and Additional District Magistrate and D. L. & L. R. O., North 24-Parganas, Barasat and the same is butted and bounded in the manner as follows:

**ON THE NORTH** : By 8 feet wide road;



ON THE SOUTH : By portion of Dag No.480;  
ON THE EAST : By Dag No.479;  
ON THE WEST : By portion of Dag No.480;

**Part-III**  
**("Said Property")**

**ALL THAT** pieces or parcels of plots of Land in aggregate measuring an area of 1 (one) Bigha 6 (six) Cottahs and 10 Chittacks be the same a little more or less situated in R. S. Dag No. 480, R. S. Khatian No. 95, 197, L. R. Khatian No. Krishi 409, Krishi 322, Krishi 111, Krishi 96, Krishi 180, J. L. No.9, R. S. No. 116, Touzi No. 191, within Mouza - Tegharia, Police Station - Rajarhat, (presently Baguihati), P.O. Hatiyara, Municipal Holding Nos. RGM-AS/178/Block-H/12-13 and RGM-AS/113/2748/02-03, Ward No. 11 and 7 respectively, Rajarhat Gopalpur Municipality, District - 24-Parganas (North), Kolkata - 700157 and the same is butted and bounded in the manner as follows:

ON THE NORTH : By Dag Nos. 483, 482 and 481;  
ON THE SOUTH : By Dag Nos. 476 and 478;  
ON THE EAST : By Dag No.479;  
ON THE WEST : By Dag Nos.474 and 475;

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**"Said Unit"**

All That the Residential Flat measuring Saleable area (Super Built-up) of ..... Square Feet being ..... on the ..... Floor of the building complex named and known as "DAFFODIL LABELLA-VISTA" at Municipal Holding No. RGM-AS/178/12-13 in Ward No. 11 within Rajarhat Gopalpur Municipality, Police Station Rajarhat, District - 24-Parganas (North), Kolkata - 700157 and also shown and delineated in RED borders in the map or plan annexed hereto Together With undivided proportionate share or interest in the land beneath the building at Municipal Holding No. RGM-AS/178/12-13, more fully described in the *First Schedule* above written As Also the common parts, described in the *Fourth Schedule* hereunder written;

**THE THIRD SCHEDULE ABOVE REFERRED TO**

The common parts, areas and facilities mentioned in this Deed shall include:-

- a) The beams supports, main walls, corridors, lobbies, stair-landings, stair-ways, pump room, lift well, lift machine rooms, transfer room, electric meters room entrance to and exits from the building; and other areas and spaces of the buildings intended for the common use;
- b) Installation of common services such as water sewerage etc;
- c) Lift, generator, pump, motor, pipes, ducts and all apparatus and installations in the said building for common use;
- d) Generator room and durwan room at the said building;
- e) Underground water reservoir and the overhead water tank water pump with motor and water distribution pipes to the overhead water Tank and also to all floor of the building.
- f) Municipal water supply and/or Deep Tube Well for water supply.
- g) Water waste and sewerage evacuation pipes and drains from the units to drain and sewers.
- h) Fire fighting equipments.
- i) Electrical installations with main switch and the meter.
- j) Concealed Electric Wiring and fittings and fixtures for lighting the stair case, common areas, lobby and landings and also operating the lift.
- k) Toilets on the ground floor for drivers, servants and security personnel.
- l) Such other areas, installations and/or facilities as the Developer-Vendor may specify to from part of the common parts, areas and installations of the building.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**Part - I**

1. The Purchaser(s) has apart from the consideration amount on or before execution of this Deed, duly paid to the Developer-Vendor the following amounts as Extras;
  - a)  $\text{Rs.23,170/=}$  being the amount calculated @  $\text{Rs.70/=}$  per Square Feet of total super built up area of the "said Unit" towards Purchaser(s)'s share of the costs charges and expenses for procuring transformer, electricity connection for the Building;
  - b)  $\text{Rs.35,000/=}$  per KVA of power to be provided to the "said Unit" from the Generator for use during power failure towards the costs charges and expenses for common generator and its accessories;
  - c) Amount of fees and/or legal charges of the Developer-Vendor's Advocates as settled for preparation of this Sale Deed;

PART-II

2. The Purchaser(s)/s *has/have* on or before the execution of Deed, duly deposited the following amounts to be held by the Developer-Vendor, without being liable to pay interest

- (a) ~~Rs.26,480/=~~ Being the amount calculated @ Rs.80/= per Square Feet of the total super built-up area of the "said Unit" as and by way of security for due payment by the Purchaser(s) in respect of the monthly development charges and other outgoings on account and in respect of the "said Unit". Such deposit amount shall carry no interest;
- (b) ~~Rs.16,550/=~~ Being the amount calculated @ Rs.50/= per Square Feet of the total super built-up area of the "said Unit" towards sinking fund for and on account of repair, replacement and installation of capital assets at the building. Such deposit shall carry no interest.

In addition to the above specified amounts, the Purchaser(s) shall also pay the following amounts:-

- (a) Proportionate share of all costs charges and expenses for setting up or providing any additional or extra facilities or installation at the building;
- (b) Amounts of stamp duty, registration fees and allied expenses on execution and registration of this sale deed and other documents to be executed and/or registered in pursuance hereof;
- (c) Amount of Security Deposit as may be required by WBSEDCL as also the amounts of expenses required to be incurred for separate meter in respect of the "said Unit" directly from WBSEDCL and proportionate share of the security deposit in respect of the common meters in respect of the Common Areas and Installations;
- (d) Service Tax, G.S.T. Value Added Tax (VAT), or any other statutory charges/levies by any name called, if applicable and payable on construction of the "said Unit" or on the transfer thereof and/or on any amount or outgoing (including Maintenance Charges) payable by the Purchaser(s) in respect of the "said Unit";
- (e) All taxes, levies, betterment fees, development charges etc., under any statute rules and regulations on the "said Property" and/or the "said Unit" and/or the Building or on the construction or transfer of the "said Unit" envisaged hereunder payable by the Purchaser(s) wholly if the same relates to the "said Unit" and otherwise proportionately;
- (f) Proportionate costs and charges as may be incurred for formation of Association.





### THE FIFTH SCHEDULE ABOVE REFERRED TO

Costs, expenses and outgoings and obligations for which all Purchaser(s) are to contribute proportionately.

- a) The expenses of maintaining, repairing, redecoration, renewing the main structure and in particular the drainage, rain water discharge arrangement, water supply system, supply of electricity to all common areas mentioned in *Part-I* of the *Third Schedule* above written;
- b) The expenses of repairing, maintaining, white washing and colour washing the main structure of the building including the exterior of the building and also the common areas of the building described in *Part-I* of the *Third Schedule* above written;
- c) The cost of cleaning and lighting the entrance, drive ways and passages of the building and also the building lobby, corridors, stair-case, lift and other common areas;
- d) Cost of decorating the exterior of the building;
- e) Costs of security arrangements;
- f) Salary, wages, fees and remuneration of Durwans, Lift man, Sweepers, Plumbers, Electricians, Care-takers or any other persons whose appointment may be considered necessary for maintenance and protection of the said building and administration and management of the affairs thereof;
- g) Insurance Premium for insurance of the building, if insured against earthquake, fire and other risks;
- h) Costs and expenses for running and operation all machine equipments and installations comprised in the common parts, areas and installation including lift, Generator, water pump with motor etc. and also costs of repairing and replacing the same;
- i) Costs of establishment and other expenses of the Association for and on account of looking after the common purposes;
- j) Expenses for serving/supply of common facilities and amenities;
- k) All other costs, expenses and outgoings including litigation costs for common purposes;
- l) Such other costs and expenses as are necessary incidental to the maintenance or up-keeping of the premises and of the common area facilities and amenities;

### THE SIXTH SCHEDULE ABOVE REFERRED TO

#### PART - I



(Easements, rights and privileges)

1. The Purchaser(s) will be entitled to all rights privileges vertical and lateral supports, easements, appendages and appurtenances whatsoever belonging to or in any way appertaining to the "said Unit" and the properties appurtenant thereto usually held used occupied or enjoyed or reputed to be known as part or parcel thereof or appertaining thereto which are herein more fully specified **EXCEPTING AND RESERVING** unto the Owners-Vendor and Developer-Vendor the rights easements and Quasi-easements privileges and appurtenances more fully described in *Part-II* of the *Sixth Schedule* hereunder written.
2. The right of access and use in common with the Owners-Vendor and/or the Owners and/or occupiers of other Units at the Building, their servants agents and invitees at all times and for all normal purposes connected with the use and enjoyment of the "said Unit" drains wires and conduits and for the purpose of repairing or cleaning any part or parts of the "said Unit" and/or common parts in so far as such repairing repainting or cleaning as aforesaid cannot be reasonably carried out without such entry AND in all such cases excepting emergent situation upon giving 48 hours previous notice in writing of the Purchaser(s)'s intention to do so written to the Owners-Vendor and the Developer-Vendor and other persons affected thereby.

**PART - II**

(Easements reserved by the Owners-Vendor and the Developer-Vendor)

The under mentioned rights easements quasi-easements privileges and appurtenances shall be excepted out of the sale and be reserved unto the Owners-Vendor and the Developer-Vendor.

1. The right in common with the Purchaser(s) and/or other person or persons entitled to the other Units and/or other parts of the Building for the use and enjoyment of other units and/or the common parts and essential services.
2. The right of passage in common with the Purchaser(s) and other person or persons as aforesaid of electricity, telephone and water from and to any part of the said Building through or over the "said Unit" and/or the land and the Building as may be reasonably necessary for the beneficial use and occupation of the other units or portions of the said land and building for all purpose whatsoever.
3. The right of protection of other portion or portions of the said building and all parts of the "said Unit" so far as they now protects the same.
4. The right as might otherwise become vested in the Purchaser(s) by means of any structural alteration to the "said Unit" or otherwise in any manner to

lessen or diminish the support at present enjoyed by other part or parts of the said building.

5. The right of the Owners-Vendor, Developer-Vendor and the Owners and/or occupiers of other part or parts of the said building, for the purpose of ingress to and egress from such other part or parts of the said Building, the front entrance, the tube well, transformer, staircases, lifts, open and covered spaces and other common portions.
6. The right with or without workmen and necessary materials to enter upon the "said Unit" from time to time for the purpose of repairing so far as may be necessary of the pipes drains and wires conduits and other common portions or amenities as aforesaid provided.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO**

- a) Not to use the "said Unit" in such manner nor to commit such act, which may in any manner cause nuisance or annoyance to the owners/occupants of other Units and/or occupiers of the neighboring properties;
- b) Not to use the "said Unit" or permit the same to be used for any purpose except for residence for which the same is meant and has been sanctioned by the Municipal Corporation.
- c) Not to allow the storage of any goods, articles or things in the stair-case, lobbies or other common parts or areas of the said building or portion thereof;
- d) Not to block or permit the blocking of the stair-case, lobbies, or other common parts or areas of the said building or any portion thereof;
- e) Not to bring or keep or store any inflammable dangerous or combustible goods articles and things in or upon the "said Unit";
- f) Not to decorate the exterior of the "said Unit" otherwise than in the manner the "said Unit" will be delivered;
- g) Not to display or put up any neon-sign or other signboard on the outer walls of the "said Unit" or any part of the said building, without prior written consent of the Developer-Vendor;
- h) Not to put up any Air-conditioner, except at the space or portion as may be meant for the purpose;
- i) Not to throw or accumulate or permit the throwing or accumulating of any dirt, rubbish or other refuses in the "said Unit" or in the common parts or other portions of the said building;
- j) Not to claim partition or sub-division of the said land or the common parts of the said buildings;
- k) Not to claim any right over and in respect of the roof, basement floor and parking spaces and open spaces on the ground floor of the building except

the parking space as is specifically sold to the Purchaser(s). It is made clear that the roof, basement floor and also the parking spaces and the open spaces on the ground floor of the building; shall always be the property of the Owners-Vendor and be at the exclusive disposal of the Owners-Vendor and the Developer-Vendor herein.

- l) Not to dispute or object to the rights of the Owner and the Developer-Vendor to dispose of the roof and the basement floor and also the parking spaces and the open spaces on the ground floor of the building complex.
- m) Not to carry on any obnoxious, nuisance, illegal or offensive trade or business or activities in the "said Unit" or portion of the said building including the common parts.
- n) Not to permit blocking of the lobbies, stairs, landings and other common parts of the building;
- o) Not to permit or allow *his/her/their/its* servants and other household staff to store goods or sleep or otherwise use or occupy the lobbies, landings or other common portions or spaces of the building;
- p) Not to affix cables and/or wires for T.V., Electricity and Telephone in any part of the building except through the ducts meant for the purpose;
- q) Not to cause affixation of grills and/or outside paint, which in any manner changes or effects the exterior grill design and/or the exterior paint scheme and/or the façade of the building;
- r) Not to claim any right in respect of the installation of amenities except the right of common use and enjoyment thereof;
- s) Not to do anything whereby the rights of the Owners-Vendor and/or the Developer-Vendor and/or the Owners/Occupants of the other Units and/or flats at the building are effected or prejudice in any manner and/or which may effect or prejudice the use and enjoyment of the other Units and/or Flats and/or portions and/or the common parts at the building by the Owners and/or occupiers of other Units at the building;
- t) Not to do anything whereby the other Owners/Occupants of other units at the Building are obstructed or prevented from the use or enjoyment of their respective Units and/or flats and/or the common areas;
- u) Not to do or permit to be done any act deed or thing which may render void or voidable the insurance of any Unit or other portions of the building or cause any insurance premium to be increased in respect thereof.
- v) Not to permit *his/her/their/its* servants and other household staff members to allow outsiders or their relations and others to stay or otherwise occupy the servant's quarters.
- w) Not to claim any right in respect of the other units and spaces at the said building save the right to use the common parts as may be necessary for the

ingress and egress of men and materials to and from the "said Unit" and/or for utility pipes, cables and lines to be installed in the "said Unit".

IN WITNESS WHEREOF the Owners-Vendor, the Developer-Vendor and the Purchaser(s) above named have put their respective hands and seals the day, month and year first above written.

SIGNED, SEALED AND DELIVERED by the Owners-Vendor abovenamed at Kolkata in the presence of:

For DAFFODIL PROJECTS PVT. LTD.

*Harshvardhan Singh*  
Authorized Signatory

SIGNED, SEALED AND DELIVERED by the Developer-Vendor abovenamed at Kolkata in the presence of:

SIGNED, SEALED AND DELIVERED by the Purchaser(s) abovenamed at Kolkata in the presence of:



RECEIVED on and from the within named Purchaser(s) the within mentioned amount towards payment of consideration in full as per Memo hereunder written .....

Rs.....

(Rupees ..... Only);

### MEMO OF CONSIDERATION

| Sl. No. | Date | Cheque No. | Bank | Amount Received (in Rupees) | TDS/ Taxes (in Rupees) | Net Amount (Consideration) (in Rupees) |
|---------|------|------------|------|-----------------------------|------------------------|--|
| 1.      |      |            |      |                             |                        |  |
| 2.      |      |            |      |                             |                        |  |
| 3.      |      |            |      |                             |                        |  |
| 4.      |      |            |      |                             |                        |  |
| 5.      |      |            |      |                             |                        |  |
| 6.      |      |            |      |                             |                        |  |
| 7.      |      |            |      |                             |                        |  |
| 8.      |      |            |      |                             |                        |  |

(Rupees ..... Only);

Witness:



DATED THIS                      DAY OF

BETWEEN

(MESSRS) DAFFODIL PROJECTS PRIVATE LIMITED

..... DEVELOPER -VI

AND

LAKSHMAN MONDAL & OTHERS

..... OWNERS -VI

AND

..... Purc