

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is executed at Kolkata on this the \_\_\_\_\_ day of November 2018 Christian Year Hereinafter referred to as ("Conveyance Deed")

**AMONGST**

**OSWAL TOWERS LLP**, a Limited Liability Partnership constituted under Limited Liability Partnership Act, 2008 [Act 6 of 2009] and Rules made there under and having certificate of incorporation No. AAC3033 dated 16.05.2014 issued by the Registrar of Companies, Delhi and having PAN. AADF09095N and having its Regd. Office at 159, Rabindra Sarani, Room No. 2C, **ONKAR MANSION**, P.O. Burrabazar, Police Station Burrabazar, Kolkata – 700007 and represented by its authorized Designated Partner/authorized signatory **SRI SAURAV BAFNA**, son of Late Sohanlal Bafna, by faith – Hindu, by Profession – Business, by Nationality – Indian and presently residing at P-57, C.I.T.Road, Scheme VI M, P.O. Kankurgachi, Police Station – Phool Bagan, Kolkata – 700054 (vide resolution adopted in the Minute of the said Oswal Towers LLP dated 05.01.2016), having Income Tax Permanent Account no. **AMVPB0829K**, hereinafter called as **PROMOTER/VENDOR** [which term or terms /expression or expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest, successor-in-office and assigns] of the **FIRST PART**

**AND**

(1)**M/S. SHIVRASHI EXPORTS PRIVATE LIMITED**, having CIN No. U51909WB2012PTC185071, a Company incorporated under the Companies Act, 1956, having its Registered Office at 159, Rabindra Sarani, Room No. 2C,**ONKAR MANSION**, P.O. Burrabazar, Police Station Burrabazar, Kolkata – 700007 (having PAN AASCS1630F) and represented by its authorized signatory/Directors**SRI SAURAV BAFNA**, son of Late Sohanlal Bafna, by faith – Hindu, by Profession – Business, by Nationality – Indian and presently residing at P-57, C.I.T.Road, Scheme VI M, P.O. Kankurgachi, Police Station – Phool Bagan, Kolkata – 700054 , (having Aadhar no. 994201941356), authorized vide Board resolution dated **13.01.2016**;

(2)**M/S. RANDATA COMMERCIAL PRIVATE LIMITED**, having CIN No. U51909WB2012PTC185067, a Company incorporated under the Companies Act, 1956, having its Registered Office at 159, Rabindra Sarani, Room No. 2C,**ONKAR MANSION**, P.O. Burrabazar, Police Station Burrabazar, Kolkata – 700007,[having PAN AAGCR1049D] and represented by its authorized signatory/Directors**SRI SAURAV BAFNA**, son of Late Sohanlal Bafna, by faith – Hindu, by Profession – Business, by Nationality – Indian and presently residing at P-57, C.I.T.Road, Scheme VI M, P.O. Kankurgachi, Police Station – Phool Bagan, Kolkata – 700054, (having Aadhar no. 994201941356), authorized vide Board resolution dated **13.01.2016**;

(3) **M/S. RASHIAMRIT VINTRADE PRIVATE LIMITED**, having CIN No. U51909WB2012PTC185068, a Company incorporated under the Companies Act, 1956, having its Registered Office at 159, Rabindra Sarani, Room No. 2C,**ONKAR MANSION**, P.O. Burrabazar, Police Station Burrabazar, Kolkata – 700007,[having its PAN AAGCR1047P] and represented by its authorized signatory/Directors**SRI SAURAV BAFNA**, son of Late Sohanlal Bafna, by faith – Hindu, by Profession – Business, by Nationality – Indian and presently residing at P-57, C.I.T.Road, Scheme VI M, P.O. Kankurgachi, Police Station – Phool Bagan, Kolkata – 700054 , (having Aadhar no. 994201941356), authorized vide Board resolution dated **13.01.2016**;

(4) **PANCHPARV COMMODEAL PRIVATE LIMITED**, having CIN No. U51909WB2012PTC185063, a Company incorporated under the Companies Act, 1956, having its Registered Office at 159, Rabindra Sarani, Room No. 2C,**ONKAR MANSION**, P.O. Burrabazar, Police Station Burrabazar, Kolkata – 700007,[having its PAN AAGCP8441B] and represented by its authorized signatory/Director**SRI SAURAV BAFNA**, son of Late Sohanlal Bafna, by faith – Hindu, by Profession – Business, by Nationality – Indian and presently residing at P-57, C.I.T.Road, Scheme VI M, P.O. Kankurgachi, Police Station – Phool Bagan, Kolkata – 700054 ,

(having Aadhar no. 994201941356), authorized vide Board resolution dated **13.01.2016**;**(5)****M/S. BLUELAND PROMOTER PRIVATE LIMITED**, having CIN No. **U70102WB2013PTC194168**, a Company incorporated under the Companies Act, 1956, having its Regd. Office at 71, Biplabi Rash Behari Basu Road, 3<sup>rd</sup> floor, room no. C-306, P.O. Hare Street, Police Station Hare Street, Kolkata - 700001 [having its PAN **AAFCB5097C**] **and** represented by its authorized signatory/Directors **SRI SAURAV BAFNA**, son of Late Sohanlal Bafna, by faith – Hindu, by Profession – Business, by Nationality – Indian and presently residing at P-57, C.I.T.Road, Scheme VI M, P.O. Kankurgachi, Police Station – Phool Bagan, Kolkata – 700054 , (having Aadhar no. 994201941356), authorized vide Board resolution dated **13.01.2016**; **(6)****M/S. NIRMALMAYA PROJECTS PRIVATE LIMITED**, having CIN No. **U70102WB2013PTC194178**, a Company incorporated under the Companies Act, 1956, having its Regd. Office at 71, Biplabi Rash Behari Basu Road, 3<sup>rd</sup> floor, room no. C-306, P.O. Hare Street, Police Station Hare Street, Kolkata - 700001, (having its PAN **AAECN3595Q**) **&** represented by its authorized signatory/Directors **SRI SAURAV BAFNA**, son of Late Sohanlal Bafna, by faith – Hindu, by Profession – Business, by Nationality – Indian and presently residing at P-57, C.I.T.Road, Scheme VI M, P.O. Kankurgachi, Police Station – Phool Bagan, Kolkata – 700054 , (having Aadhar no. 994201941356), authorized vide Board resolution dated **13.01.2016**;**(7)****M/S. MADHUDHAN COMPLEX PRIVATE LIMITED**, having CIN No. **U70102WB2013PTC194176**, a Company incorporated under the Companies Act, 1956, having its Regd. Office at 71, Biplabi Rash Behari Basu Road, 3<sup>rd</sup> floor, room no. C-306, P.O. Hare Street, Police Station Hare Street, Kolkata - 700001 [having its PAN **AAICM6263G**] **&** represented by its authorized signatory/Directors **SRI SAURAV BAFNA**, son of Late Sohanlal Bafna, by faith – Hindu, by Profession – Business, by Nationality – Indian and presently residing at P-57, C.I.T.Road, Scheme VI M, P.O. Kankurgachi, Police Station – Phool Bagan, Kolkata – 700054 , (having Aadhar no. 994201941356), authorized vide Board resolution dated **13.01.2016**;**AND(8)****M/S. DHANSHREE HIGHRISE PRIVATE LIMITED**, having CIN No. **U70102WB2013PTC194173**, a Company incorporated under the Companies Act, 1956, having its Regd. Office at 71, Biplabi Rash Behari Basu Road, 3<sup>rd</sup> floor, room no. C-306, P.O. Hare Street, Police Station Hare Street, Kolkata – 700001 [having PAN **AAECD6718M**] **&** represented by its authorized signatory/Directors **SRI SAURAV BAFNA**, son of Late Sohanlal fna, by faith – Hindu, by Profession – Business, by Nationality – Indian and presently residing at P-57, C.I.T.Road, Scheme VI M, P.O.

Kankurgachi, Police Station – Phool Bagan, Kolkata – 700054 , (having Aadhar no. 994201941356), authorized vide Board resolution dated **13.01.2016**, hereinafter referred to as the **LAND OWNERS/CONFIRMING PARTIES**[which term or terms or expression or expressions, shall unless excluded by or repugnant to the subject or context be deemed to mean and include theirand each of their successor-in-office, successors-in-interest and assigns] of the**SECOND PART**

**AND**

**[If the Purchaser is an Individual]**

**SRI** \_\_\_\_\_, having **PAN** \_\_\_\_\_ &**AADHAR** No. \_\_\_\_\_, Son of \_\_\_\_\_, by faith Hindu, by occupation \_\_\_\_\_, by **Nationality** Indianand is a resident of \_\_\_\_\_, P.O. \_\_\_\_\_, Police Station \_\_\_\_\_, Pin – \_\_\_\_\_, hereinafter referred to as the **PURCHASER**[which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean his/her heirs, executors, administrators, legal representatives and assigns] of the**THIRD PART;**

**[OR]**

**[If the Purchaser is a Company]**

\_\_\_\_\_, having **CIN No.** \_\_\_\_\_, a Company incorporated under the Companies Act, [1956 or 2013, as the case may be], having its Regd. Office at \_\_\_\_\_, P.O. \_\_\_\_\_, Police Station \_\_\_\_\_, Pin – \_\_\_\_\_ [having **PAN** \_\_\_\_\_] &represented by its authorized signatory/Director**Mr.** \_\_\_\_\_, son of \_\_\_\_\_, by faith – \_\_\_\_\_, by Profession – Business, by Nationality – Indian and presently residing at \_\_\_\_\_, P.O. \_\_\_\_\_, Police Station – \_\_\_\_\_, District: \_\_\_\_\_ Pin – \_\_\_\_\_, (having Aadhar no. \_\_\_\_\_), authorized vide Board resolution dated \_\_\_\_\_, hereinafter referred to as the **PURCHASER**[which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor-in-interest, successor-in-officeand assigns]of the**THIRD PART;**

**[OR]**

**[If the Purchaser is a Partnership Firm]**

\_\_\_\_\_, having Firm Registration No. \_\_\_\_\_, a Partnership Firm, Registered under the Indian Partnership Act 1932, having its Principal Place of Business at \_\_\_\_\_, P.O. \_\_\_\_\_, Police Station \_\_\_\_\_, Pin - \_\_\_\_\_ [having PAN \_\_\_\_\_] & represented by its authorized signatory/Partner Mr. \_\_\_\_\_, son of \_\_\_\_\_, by faith - \_\_\_\_\_, by Profession - Business, by Nationality - Indian and presently residing at \_\_\_\_\_, P.O. \_\_\_\_\_, Police Station - \_\_\_\_\_, District: \_\_\_\_\_ Pin - \_\_\_\_\_, (having Aadhar no. \_\_\_\_\_), authorized vide resolution dated \_\_\_\_\_, hereinafter referred to as the **PURCHASER** [which term or expression shall unless excluded by or repugnant to the subject or context or meaning thereof be deemed to mean and includes the Partners or Partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors administrators of the last surviving Partners and his/her/their assigns] of the **THIRD PART**;

[OR]

**[If the Purchaser is a LLP]**

\_\_\_\_\_ (**LLP**), a Limited Liability Partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 [Act 6 of 2009] and Rules made there under and having certificate of incorporation No. \_\_\_\_\_ dated \_\_\_\_\_ issued by the **Registrar of Companies, Delhi** and having PAN. \_\_\_\_\_ and having its Regd. Office at \_\_\_\_\_, P.O. \_\_\_\_\_, Police Station \_\_\_\_\_, District \_\_\_\_\_, Pin - \_\_\_\_\_ and represented by its authorized Designated Partner/authorized signatory Mr. \_\_\_\_\_, son of \_\_\_\_\_, by faith - \_\_\_\_\_, by Profession - Business, by Nationality - Indian and presently residing \_\_\_\_\_, P.O. \_\_\_\_\_, Police Station - \_\_\_\_\_, District \_\_\_\_\_, Pin - \_\_\_\_\_ (vide resolution adopted in the Minute of the said \_\_\_\_\_ LLP dated \_\_\_\_\_), having Aadhar no. \_\_\_\_\_, hereinafter referred to as the **PURCHASER** [which term or expression shall unless excluded by or repugnant to the subject or context or meaning thereof be deemed to mean and includes the Partners or Partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors administrators of the last surviving Partners and his/her/their assigns] of the **THIRD PART**;

[OR]

**[If the Purchaser is a HUF]**

**SRI** \_\_\_\_\_, having Aadhar no. \_\_\_\_\_, son of \_\_\_\_\_, aged about \_\_\_\_\_ Years, by faith – \_\_\_\_\_, by Profession – \_\_\_\_\_, by Nationality – Indian for self and as Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ **HUF**, having its place of business /residence at \_\_\_\_\_, P.O. \_\_\_\_\_, Police Station – \_\_\_\_\_, District \_\_\_\_\_, Pin – \_\_\_\_\_ & having **PAN** \_\_\_\_\_, hereinafter referred to as the **PURCHASER** [which term or expression shall unless excluded by or repugnant to the subject or context or meaning thereof be deemed to mean the members of such Hindu Undivided Family from time to time and represented by its Karta and includes his/her heirs, executors administrators, successor-in-interest and permitted assigns] of the **THIRD PART**;

[OR]

**[If the Purchaser is a TRUST]**

\_\_\_\_\_ **TRUST**, registered under the Society Registration Act, having Registered No. \_\_\_\_\_ and having its office at \_\_\_\_\_, P.O. \_\_\_\_\_, Police Station – \_\_\_\_\_, District \_\_\_\_\_, Pin – \_\_\_\_\_ & having **PAN** \_\_\_\_\_, represented by its Managing Trustee namely **SRI** \_\_\_\_\_, having AADHAR NO. \_\_\_\_\_, son of \_\_\_\_\_, aged about \_\_\_\_\_ Years, by faith – \_\_\_\_\_, by Profession – \_\_\_\_\_, by Nationality – Indian and residing at \_\_\_\_\_, P.O. \_\_\_\_\_, Police Station – \_\_\_\_\_, District \_\_\_\_\_, Pin – \_\_\_\_\_ & having **PAN** \_\_\_\_\_, hereinafter referred to as the **PURCHASER** [which term or expression shall unless excluded by or repugnant to the subject or context or meaning thereof be deemed to mean the Trust itself represent by the Trustees for the time being in office inclusive of subsequent Trustees of such Trust from time to time as per terms of the Trust and their respective successors-in-office and assigns] of the **THIRD PART**;

[Details of other Purchaser(s), in case of more than one Purchaser, to be included accordingly)

All Parties to this Deed of Conveyance deed i.e. Promoter/Vendor, Confirming Parties and the Purchaser/s are hereinafter collectively referred to as the "**PARTIES**" and sometimes individually referred to as "**PARTY**"

**DEFINITIONS:**

**In this Deed of Conveyance, unless the context otherwise requires or unless contrary to or repugnant to the subject or context, and in addition to terms otherwise defined herein, the following terms and/or expressions shall in these presents have their respective meanings as specifically assigned against them as hereunder written:**

- (a) **“ACT”** means the West Bengal Housing Industry Regulations Act, 2017 (West Ben. Act XLI of 2017) and subsequent amendments thereto;
- (b) **“RULES”** means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- (c) **“REGULATIONS”** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- (d) **“APARTMENT” / “FLAT”** shall have the same meaning and always shall be destined any residential flat/Apartment in the Two Buildings of the project **“ORCHARD 126”**, which is capable of being exclusively owned, used and/or be enjoyed and/or the open terrace, if any, appurtenant to the **same with facilities of One Car Parking**;
- (e) **“APARTMENT UNIT”** shall mean any Apartment/Flat in the said Two Buildings (**“GRANDEUR TOWER” / “MYRIAD TOWER”**) of the Project **“ORCHARD 126”**, with right to park car in any Parking Space allotted to such Apartment/Flat, the Proportionate Share in the Common Portions attributable to such Apartment/Flat and wherever the context so intends or permits, shall include the Land Share attributable to such Apartment/Flat;
- (f) **“APARTMENT OWNERS”** shall mean all purchasers/Purchaser/s and/or intending purchasers/Purchaser/s of different Apartment Units/Flats in the said Two Buildings (**“GRANDEUR TOWER” & “MYRIAD TOWER”**) of the Project **“ORCHARD 126”**, and shall also include the Vendors in respect of such Flat Units which are retained and/or not alienated and/or not agreed to be alienated for the time being;
- (g) **“APARTMENT OWNERSHIP ACT”** shall mean West Bengal Apartment Ownership Act, 1983;
- (h) **“APPLICABLE LAWS”** shall mean and include any applicable Central, State or local laws, statutes, ordinances, rules, regulations, codes, bye-laws etc. including amendments/modification thereto, any Govt. Notifications, circular, office orders, directives, guidelines, policies etc or any Govt. Order or directions,

Judgment Decree or interim or otherwise all orders of judicial, quasi-judicial authority, Hon'ble High Court and Hon'ble Apex Court or any competent authority, whether in effect on the date of this Deed of Conveyance or subsequently thereafter;

- (i) **"SECTION"** means a section of the Act as would be applicable;
- (j) **"APPLICABLE TAXES"** shall mean all the taxes, cess, revenue, by whatever name called, payable by Promoter;
- (k) **"AUTHORITY"** shall mean the authority constituted under the West Bengal Housing Industry Regulations Act, 2017;
- (l) **"ASSOCIATION OF PURCHASERS"** shall mean the Condominium/Association/ Syndicate/ Committee/ Body/ Society or Company, which would comprise the Vendor and the representatives of all the Purchasers of residential Flat Units (i.e. Apartment Owners in the Real Estate Projects) and be formed or incorporated with such rules and regulations as shall be framed at the instance of the Developer/Promoter under the Applicable Laws for the Common Purposes in respect of the Property other than Common Portions described in **Part \_\_\_\_\_ of Schedule \_\_\_\_\_**;
- (m) **"(SAID) AGREEMENT"** shall mean the Memorandum of Agreement for Sale dated \_\_\_\_\_;
- (n) **"AGREED CONSIDERATION"** shall mean the consideration paid by the Purchaser to the Vendor including the earnest money and all other additional payments, GST and/or applicable Taxes etc. as specified in the Memorandum of Agreement for Sale dated \_\_\_\_\_ (and for which receipt have been granted by the Promoter) and specified also in the schedule \_\_\_\_\_ to this Deed of Conveyance for acquiring the subject Flat being No. \_\_\_\_\_ in \_\_\_\_\_ Floor at **"GRANDEUR TOWER" / "MYRIAD TOWER"** in the **Development project** known and/or familiar with the name as **"ORCHARD 126"**;
- (o) **"ARCHITECTS"** shall mean \_\_\_\_\_, having its Regd. Office at \_\_\_\_\_, who has been assigned the responsibility and engaged as principle architect of the Project **"ORCHARD 126"**;



- (p) **“BUILDINGS”** shall mean the Total Two Buildings namely **“GRANDEUR TOWER”** [Comprising of Ground Plus ---- storied (of which First Floor to \_\_\_\_ Floors are fully residential) with part of Groundfloor (for use of Car Parking and other common purposes etc.)] and **“MYRIAD TOWER”**[Comprising of Ground Plus ---- storied (of which First Floor to \_\_\_\_ Floors are fully residential) with part of Ground floor (for use of Car Parking and other common purposes etc.)] at the real Estate Project **“ORCHARD 126”** and newly constructed over land specified in **SCHEDULE \_\_\_\_\_** hereunder written together with all other existing constructions and existing structures in the said Project **“ORCHARD 126”** including future construction that may be undertaken and/or be constructed on the Property **specified in SCHEDULE \_\_\_\_\_** hereunder written by the Developer/promoter from time to time;
- (q) **“BUILT-UP AREA” AND/OR “COVERED AREA”** shall mean the covered area in its entirety as sanctioned by the \_\_\_\_\_ Municipality from time to time and includes the plinth area of the Unit/Apartment, balconies, verandahs, and other constructions appurtenant thereto Bath rooms etc. and also the thickness of the external wall or internal wall and pillars and half of common walls in the event there exist common walls in between two units, which shall be included in each such unit while calculating relevant area as defined;
- (r) **“BOOKING AMOUNT”** shall mean 10% (Ten Percent) of the Total Price of the Apartment;
- (s) **“CARPET AREA”** shall have the same meaning as ascribed to it under the Act’
- (t) **“CAR PARKING SPACE”** shall mean an area either enclosed or unenclosed, covered or open excluding open car parking areas reserved for common areas and facilities to park vehicles located at any level having sufficient drive way and maneuvering space for loading and unloading as sanctioned by the competent authority and includes all types of car parking areas sanctioned by the competent authority in the ground floor of the Two Buildings **“GRANDEUR TOWER”** and **“MYRIAD TOWER”**;
- (u) **“COMMON EXPENSES”** shall mean and include all expenses time to time payable proportionately by the Purchaser to the Maintenance Agency for the management, maintenance and upkeep of the Property, Buildings and the Common Portions of the entire project on monthly basis or on the basis as would be

levied time to time by the Agency in-charge for Maintenance of the said project as **“Maintenance Charges”** without delay or default for availing common benefits/common services;

- (v) **“COMMON AREAS”** shall mean
- (i) The entire land of the Complex or project and as specified in **SCHEDULE \_\_\_\_\_** hereunder written;
  - (ii) The Stair Cases, Lifts, Stair Case and Lift Lobbies, fire Escapes and common entrances and exits of the Buildings;
  - (iii) The Common terraces, parks, play areas, open parking areas and common storage spaces;
  - (iv) The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
  - (v) Installations of central services such as electricity, air conditioning and incinerating, system for water conservation and renewable energy;
  - (vi) The water tanks, pumps, motors, fans, compressors, duct and all apparatus connected with installations for common use;
  - (vii) **All community to be provided in the Real Estate Project;**
  - (viii) All other portion of the real Estate Project/Complex necessary or convenient for its maintenance, safety etc, and in common use including the common areas/services/facilities as mentioned in **Schedule \_\_\_\_\_**;
- (w) **“COMMON PURPOSES”** shall include the purpose of maintaining and managing the Property, the Buildings and in particular the Common areas of the project, rendition of services in common to the Apartment Owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Apartment Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments exclusively and the Common areas in common;
- (x) **“COMMON ROOF AREA”** shall mean the entire ultimate roofs of the Buildings including roof of connected Lift /Machine room of the said Buildings (which is well included within Common areas) and shall be used in common by the Apartment Owners of the said Two Buildings provided however it is expressly agreed

that notwithstanding anything to the contrary contained elsewhere in this Deed or otherwise the Private Roof Area if any with the Apartment shall under no circumstances form part of the Common Roof Area;

- (y) **“COMPETANT AUTHORITY”** shall mean any central or state Judicial, quasi-Judicial or Government Authority, Body, Department, Agency, Instrumentality (Whether statutory or otherwise) having authority or jurisdiction over the Complex/project lands and/or the Complex.
- (z) **“DATE OF POSSESSION”** shall mean the date on which the Purchaser has taken physical possession of the said Apartment/Flat with Car Parking at the Project Building or the schedule date fixed for possession in the notice of Possession, whichever is earlier;
- (aa) **“FORCE MAJEURE EVENT”** shall have the same meaning as ascribed to the term ‘Force Majeure Event’ under the said Act which includes all natural calamities, Acts of God, floods, earthquakes, riots, wars, storms, cyclones, tempests, fire, civil commotions, civil wars and obviously circumstances beyond control of the Vendors in the event of air raids, strikes, lockouts, transport strikes, shortage or unavailability of construction materials, acquisitions, requisitions from Central or State Govt. or other statutory body and even any notices or prohibitory orders from any Government or statutory body or Civil Court, High Court, Supreme Court or any other subordinate or local Courts of all destinations or any other authority or authorities, government regulations, Govt. act, actions, directions or change in laws of the land including municipal or other rules, laws or policies affecting or likely to affect the Property or the Buildings of the project **“ORCHARD-126”**;
- (bb) **“GOVERNMENT”** usually means Government of West Bengal unless specified otherwise or inclusive of Government of India, where by statute or by law it is applicable;
- (cc) **“LAND”** shall mean in general the land on which the Two Buildings namely **“GRANDEUR TOWER”** and **“MYRIAD TOWER”** have been erected out of the total area of the land of the project **“ORCHARD 126”** [measures 3(Three) Bighas 15(Fifteen) Cottahs equivalent to 1.24 Acres be the same a little more or less (as per R.O.R) but as per measurement of commissioner of Partition in suit no. 236 of 1925 and as also on physical measurement, 3(Three) Bighas 17(Seventeen) Cottahs and 8(Eight) Chittacks be the same little more or less comprising in C.S./R.S. Dag nos. 1192, 1193, 1191/1308 & 1191/1314 appertaining to C.S. Khatian no. 65, R.S. Khatian No. 702, [later modified as Khatian no. 404 and now further modified

as new Khatian no. 1197(in the name of present Vendor)], all in Mouza Agarpara, J.L. No. 11, Revenue Survey no. 31, Touzi no. 155, Police Station Khardah, Sub-Registration Office, Barrack pore in the District of 24 Parganas presently within North 24 Parganas [after Delimitation of the District of 24 Parganas] together with old existing Structure, messuage, tenement hereditament and premises since been mutated as a separate Holding No 126F, B.T.Road, Kolkata, within Panihati Municipality and specified in details in

**SCHEDULE “ \_\_\_\_\_ ” hereunder written;**

- (dd) **“MAINTENANCE AGENCY”** shall mean at the preface the Developer/Promoter itself and later the Association of Purchasers of Apartment or any third Party employed/hired by the Promoter initially and later by Association of Purchasers of Flat/Apartment, carrying out maintenance services in the Real Estate Project;
- (ee) **“MUNICIPALITY”** shall mean the Panihati Municipality and all other authorities responsible for sanction of Plan, modified or extension Plan, Additional Plan, and all other Plan/s including completion Plan and grant of Completion Certificate, Occupancy Certificate, mutation, within the local limits and or jurisdiction of the subject property of the project situates;
- (ff) **“PROPORTIONATE SHARE OF LAND”** shall mean proportionate, variable, undivided, indivisible and impartible share or interest in the said Land attributable to such Apartment/Flat (excluding the open terrace, if any, appurtenant thereto);
- (gg) **“PROPERTY”** shall mean the land of the project **“ORCHARD 126”** [measures 3(Three) Bighas 15(Fifteen) Cottahs equivalent to 1.24 Acres be the same a little more or less (as per R.O.R) but as per measurement of commissioner of Partition in suit no. 236 of 1925 and as also on physical measurement, 3(Three) Bighas 17(Seventeen) Cottahs and 8(Eight) Chittacks be the same little more or less comprising in C.S./R.S. Dag nos. 1192, 1193, 1191/1308 & 1191/1314 appertaining to C.S. Khatian no. 65, R.S. Khatian No. 702, [later modified as Khatian no. 404 and now further modified as new Khatian no. 1197(in the name of present Vendor)], all in Mouza Agarpara, J.L. No. 11, Revenue Survey no. 31, Touzi no. 155, Police Station Khardah, Sub-Registration Office, Barrack pore in the District of 24 Parganas presently within North 24 Parganas [after Delimitation of the District of 24 Parganas] together with old existing Structure, messuage, tenement hereditament and premises since been mutated as a separate Holding

No 126F, B.T.Road, Kolkata, within Panihati Municipality and specified in details in **SCHEDULE “\_\_\_\_\_” hereunder written** inclusive of the Buildings and other structures thereon, wherever the context permits;

- (hh) **“PROPORTIONATE”** with all its related variations shall always mean and indicate to such ratio as the Covered Area of any Apartment or Flat be in relation to the Covered Area of all the Apartments/Flats in the said Two Buildings;
- (ii) **“PURCHASER”** shall mean and/or defined in the specification of the Parties after the end of preamble of this Deed of conveyance against the name of the Purchaser of different types viz
- (a) If the Purchaser be an individual, then the Purchaser shall mean the individual and include his/her heirs, executors, administrators, legal representatives and assigns;
  - (b) If the Purchaser be a Company then the Purchaser shall mean the Company and include its successor-in-interest, successor-in-office and assigns;
  - (c) If the Purchaser be an Partnership Firm, then the Purchaser shall mean the Partnership Firm and include the Partners or Partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors administrators of the last surviving Partners and his/her/their assigns;
  - (d) If the Purchaser be an LLP, then the Purchaser shall mean the Limited Liability Partnership Firm and includes the Partners or Partner for the time being of the said LLP firm, the survivor or survivors of them and their heirs, executors administrators of the last surviving Partners and his/her/their assigns;
  - (e) If the Purchaser be an HUF, then the Purchaser shall mean the members of such Hindu Undivided Family from time to time and represented by its Karta and includes his/her/their heirs, executors administrators, successor-in-interest and permitted assigns, then the members of such Hindu Undivided Family from time to time and their respective heirs, successors, executors, administrators, legal representatives and assigns;

- (f) If the Purchaser be a Trust, then the Purchaser shall mean the trust itself represent by the Trustees for the time being in office inclusive of subsequent Trustees of such Trust from time to time as per terms of the Trust and their respective successors-in-office and assigns;
- (jj) **SANCTIONED PLAN/PLANS** shall mean all sanctioned plans sanctioned and approved by the Panihati Municipality for erection of the Buildings of the Project "ORCHARD 126" INCLUDING SANCTION OF SITE PLAN, \_\_\_\_\_ vide sanctioned Plan No. \_\_\_\_\_ dated \_\_\_\_\_ dated \_\_\_\_\_, \_\_\_\_\_ dated \_\_\_\_\_ including such plans, drawings, designs, elevations and specifications as have been drawn/modified/submitted/revised/renewed/extended/approved at the guideline/instructions and/or instance of the Architect working in the project;
- (kk) **"PROPORTIONATE SHARE IN COMMON AREAS/COMMON PORTIONS"** shall mean such proportionate, variable, undivided, indivisible and impartible share or interest in the Common areas/Portions in relation to subject Apartment/Flat of the Purchaser as specified in **Schedule** \_\_\_\_\_ and obviously attributable to the subject Apartment/Flat (excluding the open terrace, if any, appurtenant thereto), inclusive of right to use and enjoy the same in common with other Apartment/Flat Owners of the said Buildings of the Project;
- (ll) **"SUPER BUILT-UP AREA"** of the Flat/Apartment shall comprise of the built-up area of such Flat/Apartment together with the Proportionate Share in the Common Areas/Portions and such super built-up area shall be applicable for the purpose of calculation of the liabilities of the Purchaser inclusive of assessment of Municipal Taxes, Maintenance Charges etc.;
- (mm) **"VENDORS"** shall always mean the **PARTY OF THE FIRST PART** herein jointly with the **CONFIRMING PARTIES** herein of the Second Part and where the context so permits refer to only such of them as is/are concerned with the relevant matter/issue;

**SYNOPSIS OF TITLE & BACKGROUND:**

A. One Dwarka Prasad Jhunjhunwala, son of Kunjlal Jhunjhunwala, since deceased, by faith Hindu by occupation Merchant & resident of 1B Nando Mullick Lane, Kolkata was the sole and absolute owner and

absolutely seized possessed of and/or otherwise well and sufficiently entitled to all that piece or parcel of Rayati stithiban land by estimation measuring 3(Three) Bighas 15(Fifteen) Cottahs equivalent to 1.24 Acres be the same a little more or less (as per R.O.R) but as per measurement of commissioner of Partition in suit no. 236 of 1925 3(Three Bighas 17(Seventeen) Cottahs and Eight Chittacks be the same a little more or less **TOGETHER WITH** structures and appurtenances thereunto belonging situate lying at and being holding no. formerly 471 and now 501, Agarpara Road within Panihati Municipality comprised in C.S. Dag no. 1192, 1193, 1191/1308 & 1191/1314 appertaining to C.S. Khatian no. 65 in Mouza Agarpara, J.L. No. 11, Revenue Survey no. 31, Touzi no. 155, Police Station Khardah, Sub-Registration Office, Barrack pore in the District of 24 Parganas presently within North 24 Parganas [after Delimitation of the District of 24 Parganas] more fully and specifically described in **schedule "A" hereunder** written and hereinafter referred to as "the said property" by way of purchase from the erstwhile recorded owner namely Akshoy Kumar Pal son of Late Amulya Charan Pal by a deed of conveyance dated January 7<sup>th</sup> 1948 duly executed by the said Akshoy Kumar Pal, therein referred to as the Vendor of the One Part in favour of the said Dwarka Prasad Jhunjunwala, therein referred to as the Purchaser of the Other Part and registered on 07.01.1948 at the office of the Sub-Registrar at Barrackpore, and recorded in Book no. 1, Volume no. 4, Pages 270 to 277, Being no. 50 for the Year 1948 against valuable considerations mentioned therein the said deed of conveyance;

B. While the said Dwarka Prasad Jhunjunwala was absolutely seized possessed of and/or otherwise well and sufficiently entitled to the said property [i.e. All that piece or parcel of Rayati stithiban land by estimation measuring 3(Three) Bighas 15(Fifteen) Cottahs equivalent to 1.24 Acres be the same a little more or less (as per R.O.R) but as per measurement of commissioner of Partition in suit no. 236 of 1925, - 3(Three Bighas 17(Seventeen) Cottahs and 8(Eight) Chittacks be the same a little more or less **TOGETHER WITH** structures and appurtenances thereunto belonging situate lying at and being holding no. formerly 471 and now 501, Agarpara Road within Panihati Municipality comprised in C.S. Dag no. 1192, 1193, 1191/1308 & 1191/1314 appertaining to C.S. Khatian no. 65 in Mouza Agarpara, J.L. No. 11, Revenue Survey no. 31, Touzi no. 155, Police Station Khardah, Sub-Registration Office, Barrack pore in the District of 24 Parganas presently within North 24 Parganas [after Delimitation of the District of 24 Parganas] more fully and specifically described in schedule "A" hereunder written with specific boundaries] for diverse bonafide causes the said Dwarka Prasad Jhunjunwala subsequently sold transferred assigned and parted with possession of the same I.e. All that piece and parcel of Rayati stithiban land by estimation measuring 3(Three) Bighas 15(Fifteen) Cottahs equivalent to 1.24 Acres be the same a little more or less (as per R.O.R) but as per measurement of commissioner of Partition in suit no. 236 of 1925, - 3(Three) Bighas 17(Seventeen)

Cottahs and 8(Eight) Chittacks be the same a little more or less **TOGETHER WITH** structures go - downs and appurtenances thereunto belonging situate lying at and being holding no. formerly 471 and thereafter 501, Agarpara Road and Later known and numbered as Municipal holding/Premises no. 110F, B.T.Road and presently 126F, B.T.Road Kolkata within Panihati Municipality to MANGILAL ESTATE PRIVATE LIMITED [a Company incorporated under the Companies Act, 1956, having its Registered Office at P – 16, Kalakar Street, Kolkata and thereafter P-564, Lake Road, Kolkata], by a Registered deed of conveyance dated 6<sup>th</sup> January 1954 executed by the said Dwarka Prasad Jhunjhunwala (therein mentioned as Vendor) in favour of the said MANGILAL ESTATE PRIVATE LIMITED (therein mentioned as Purchaser) and Registered in the office of the Registrar of Assurances, Kolkata and recorded in Book No. I, Volume No.14, Page No.94 to 98 being no.44 in the year 1954 against valuable consideration mentioned therein the said deed.

C. While the said MANGILAL ESTATE PRIVATE LIMITED was absolutely seized possessed of and/or otherwise well and sufficiently entitled to the said situate lying at and being holding no. formerly 471 and thereafter 501, Agarpara Road and later 110F, B.T.Road and presently 126F, B.T.Road within Panihati Municipality comprised in C.S. Dag no. 1192, 1193, 1191/1308 & 1191/1314 appertaining to C.S. Khatian no. 65 in Mouza Agarpara, J.L. No. 11, Revenue Survey no. 31, Touzi no. 155, Police Station Khardah, Sub-Registration Office, Barrack pore in the District of North 24 Parganas after erecting boundary walls on all sides and on construction of Tin sheds structures etc thereon, it inducted therein one tenant namely M.G.R.IRON & STEEL WORKS PRIVATE LIMITED [a Company incorporated under the Companies Act, 1956, having its Registered Office at 4/1, Kundan Lane, Liluah, Howrah, on monthly rent;

D. Later after surrender of tenancy and delivery of vacant possession of the entire property described in schedule "A" hereunder written including all Tin Sheds constructions therein by the said tenant namely M.G.R.IRON & STEEL WORKS PRIVATE LIMITED to the Landlord/Owner, the said MANGILAL ESTATE PRIVATE LIMITED, for diverse bonafide causes, sold transferred assigned and parted with possession the said entire piece and parcel of Rayati stithiban land situate lying at and being holding no. formerly 471 and thereafter 501, Agarpara Road and Later known and numbered as Municipal holding/Premises no. 110F, B.T.Road and presently 126F, B.T.Road Kolkata within Panihati Municipality together with tin shed structures lying therein covered by boundary walls to S.R.TRADERS PRIVATE LIMITED [a Company incorporated under the Companies Act, 1956, having its Registered Office at 6, Alipore Park Road, Kolkata], by Eight numbers of Registered deeds of conveyance all dated 30<sup>th</sup> August 2001 all executed by the said MANGILAL ESTATE PRIVATE LIMITED represented through its authorized Director namely Mr. N.L.Rungta (therein mentioned as Vendor of the First Part) in confirmation of the said M.G.R.IRON & STEEL WORKS PRIVATE LIMITED, through its



authorized Director namely Mr. S.K.Rungta (therein mentioned as Confirming Party of the Second Part) in favour of the said S.R.TRADERS PRIVATE LIMITED (therein mentioned as Purchaser) and all Registered in the office of the Addl. District Sub-Registrar at Barrackpore and recorded respectively in (1) Book No. I, Volume No.223, Page No. 179 to 194, being no. 8593 for the year 2001, (2) Book No. I, Volume No. 223, Page No. 195 to 208 being no. 8594 for the year 2001, (3) Book No. I, Volume No. 223, Page No. 209 to 222 being no. 8595 for the year 2001, (4) Book No. I, Volume No. 223, Page No. 223 to 236, being no. 8596 for the year 2001, (5) Book No. I, Volume No. 223, Page No. 237 to 252, being no. 8597 for the year 2001, (6) Book No. I, Volume No. 223, Page No. 253 to 266, being no. 8598 for the year 2001, (7) Book No. I, Volume No. 223, Page No. 267 to 280 being no. 8599 for the year 2001, (8) Book No. I, Volume No. 223, Page No. 281 to 294 being no. 8600 for the year 2001, against valuable consideration mentioned therein the said deeds.

E. While the said property was absolutely free from all encumbrances, charges, liens, lispendens, litigations, acquisition, requisition, claims, demands whatsoever and while the said S.R.TRADERS PRIVATE LIMITED, [represented by its authorized Director SRI AMIT GOENKA, son of Sri Shiv Ratan Goenka, by faith – Hindu, by Occupation – Business, by Nationality – Indian and presently residing at 6, Alipore Park Road, Police Station Alipore, Kolkata-700027], sold transferred assigned and parted with possession the entirety of the said piece and parcel of freehold land measuring 3(Three) Bighas 15(Fifteen) Cottahs equivalent to 1.24 Acres be the same a little more or less (as per R.O.R) but as per measurement of commissioner of Partition in suit no. 236 of 1925, - 3(Three) Bighas 17(Seventeen) Cottahs and 8(Eight) Chittacks be the same a little more or less **TOGETHER WITH** structures and appurtenances thereunto belonging situate lying at and being holding no. formerly 471 and thereafter 501, Agarpara Road and Later known and numbered as Municipal holding/Premises no. 110F, B.T.Road and presently 126F, B.T.Road Kolkata within Panihati Municipality, together with brick built tin shed Structure, messuage, tenement, hereditament and premises whatsoever were lying thereon and more fully and particularly described in the schedule 'A' hereunder written with all rights, title and interest along with the right of ways, passages, drains, water course, sewers, underlying, electrical cables, water pipe line, right of right, liberties, privileges belonging to or in otherwise appurtenant to or usually held or enjoyed or reputed thereto with all rights to hold the plot of land and the structure or structures sheds etc. erected thereon, including tress, etc. standing thereon forever, and while the said property was absolutely free from all encumbrances, charges, liens, lispendens, litigations, acquisition, requisition, claims, demands whatsoever, by virtue of eight Deed of conveyance all dated 30<sup>th</sup> June 2013 and all executed by **S.R.TRADERS PRIVATE LIMITED**, the erstwhile recorded owner, through its authorized Director namely SRI AMIT GOENKA in the joint favour of **FDHANSHREE HIGHRISE PRIVATE LIMITED, RANDATA COMMERCIAL PRIVATE LIMITED, RASHIAMRIT VINTRADE PRIVATE LIMITED, PANCHPARV COMMODEAL PRIVATE LIMITED, SHIVRASHI EXPORTS PRIVATE LIMITED**

, BLUELAND PROMOTER PRIVATE LIMITED and NIRMALMAYA PROJECTS PRIVATE LIMITED, i.e. the Land Owners/Confirming Parties of the Third Part herein and all Registered on 4<sup>th</sup> July 2013 in the office of the Additional Registrar of Assurances – II, Kolkata and respectively recorded in(1) [Book No. I C.D. Volume No. 29, Pages 4508 to 4533, Being No. 09729 for the Year 2013], (2) [Book No. I C.D. Volume No. 29, Pages 4534 to 4558, Being No. 9730 for the Year 2013], (3) [Book No. I C.D. Volume No. 29, Pages 4559 to 4584, Being No. 9731 for the Year 2013], (4) [Book No. I C.D. Volume No. 29, Pages 4585 to 4609, Being No. 9732 for the Year 2013], (5) [Book No. I C.D. Volume No. 29 Pages 4610 to 4634, Being No. 9733 for the Year 2013], (6) [Book No. I C.D. Volume No. 29, Pages 4635 to 4659 Being No. 9734 for the Year 2013], (7) [Book No. I C.D. Volume No. 30, Pages 255 to 280, Being No. 9743 for the Year 2013], (8) [Book No. I C.D. Volume No. 30, Pages 292 to 316, Being No. 9744 for the Year 2013], against valuable considerations mentioned therein the said respective deeds of conveyance;

F. The said DHANSHREE HIGHRISE PRIVATE LIMITED, RANDATA COMMERCIAL PRIVATE LIMITED, RASHIAMRIT VINTRADE PRIVATE LIMITED, PANCHPARV COMMDEAL PRIVATE LIMITED , SHIVRASHI EXPORTS PRIVATE LIMITED , BLUELAND PROMOTER PRIVATE LIMITED and NIRMALMAYA PROJECTS PRIVATE LIMITED, hereinafter for the sake of brevity referred to as “the said Land Owners” have mutated their joint names in the office of the B.L.L.R.O as well as in Panihati Municipality, within whose jurisdiction the said property situates and the said Companies for their mutual and maximum advantage and best convenience already entered into an agreement on 6<sup>th</sup> July 2013, amalgamating their purchased properties specified in Part I to Part VIII of schedule “A” hereunder written, and more particularly their 1/8<sup>th</sup> undivided share each therein, in amalgamation to each other for all practical purposes and forever in order to utilize the same in common and without asking for partition or division of the same and in consequence the entire land measuring 3(Three) Bighas 15(Fifteen) Cottahs equivalent to 1.24 Acres be the same a little more or less (as per R.O.R) but as per measurement of commissioner of Partition in suit no. 236 of 1925, 3(Three) Bighas 17(Seventeen) Cottahs and 8(Eight) Chittacks be the same a little more or less **TOGETHER WITH** structures and appurtenances thereunto belonging situate lying at and being holding no. formerly 471 and thereafter 501, Agarpara Road and Later known and numbered as Municipal holding/Premises no. 110F, B.T.Road together with brick built tin shed Structure, messuage, tenement, hereditament and premises whatsoever were lying thereon and more fully and particularly described in the schedule ‘A’ hereunder written purchased by the said Land Owners have been amalgamated and new amalgamated holding being Holding no. 126F, B. T. Road Kolkata, has come into being and duly recorded in the said Panihati Municipality.

G. The said Land Owners namely DHANSHREE HIGHRISE PRIVATE LIMITED, RANDATA COMMERCIAL PRIVATE LIMITED, RASHIAMRIT VINTRADE PRIVATE LIMITED, PANCHPARV COMMDEAL PRIVATE LIMITED , SHIVRASHI EXPORTS PRIVATE LIMITED , BLUELAND PROMOTER PRIVATE LIMITED and NIRMALMAYA PROJECTS PRIVATE LIMITED, being joint owners of

their said amalgamated holding and for their better interest and convenience, subsequently on the basis of their unanimous resolution adopted on 03.06.2013, 04.06.2013 and 05.06.2013, formed a Limited Liability Partnership by and amongst themselves under the nomenclature “OSWAL TOWERS LLP”, hereinafter for the sake of brevity referred to as “the said LLP”, under the Limited Liability Partnership Act, 2008 and rules there under by treating their respective purchased share in the said property [i.e land admeasuring 3(Three) Bighas 17(Seventeen) Cottahs & 8(Eight) Chittacks be the same a little more or less comprised in CS/RS Dag nos. 1192,1193,1191/1308 & 1191/1314 appertaining to CS Khatian no.65, RS Khatian No. 702 [Later modified as Khatian no. 404 and presently further modified as new Khatian no. 1197] all in Mouza Agarpara, J.L. No. 11, Revenue Survey no. 31, Touzi no. 155, Police Station Khardah, Sub-Registration Office, Barrack pore in the District of 24 Parganas presently within North 24 Parganas [after Delimitation of the District of 24 Parganas] **TOGETHER WITH** the then Existing dwelling structures and appurtenances thereunto belonging situate lying at and being holding formerly no. 471 and thereafter 501, Agarpara Road and Later known and numbered as Municipal holding/Premises no. 110F, B.T.Road and subsequently 126F, B.T.Road, Kolkata within Panihati Municipality together with boundary wall, passages and all other easements, right, title, interest and amenities, facilities for beneficial enjoyment of the said property and hereinafter referred to as “the said Property” as part of their share capital within the said LLP as per terms and conditions of the said LLP in or about 21.04.2014 and the same has been duly notarized before Madhumita Kundu, Notary, Kolkata, Govt of India [Regd no. 596/95] **and subsequently registered before ARA – II, Kolkata and recorded in Book No. IV, Volume No. 1506-2017, Pages from 624 to 658, Being No. 150600043 for the Year 2017** and accordingly on compliance of all formalities and fulfillment of statutory obligations obtained its certificate of incorporation being No.AAC3033 from the appropriate authority i.e. Registrar of Companies, West Bengal according to law and therefore the said Purchased share of the said respective companies namely DHANSHREE HIGHRISE PRIVATE LIMITED, RANDATA COMMERCIAL PRIVATE LIMITED, RASHIAMRIT VINTRADE PRIVATE LIMITED, PANCHPARV COMMODEAL PRIVATE LIMITED , SHIVRASHI EXPORTS PRIVATE LIMITED , BLUELAND PROMOTER PRIVATE LIMITED and NIRMALMAYA PROJECTS PRIVATE LIMITED, the Confirming Parties/Land Owners herein of the Third Part,in respect of land & existing structures therein specified in schedule “A” hereunder written, has been fully vested in the said LLP by virtue of their treating the respective purchased share in the said property specified in schedule “A” hereunder written as part of their share capital within the said LLP as per terms and conditions of the said LLP and accordingly with effect from the said date of incorporation, the said Land Owners through the said LLP namely OSWAL TOWERS LLP, the Promoter/Vendor herein, have become the sole and absolute Owner of the said Property specified in schedule “A” hereunder written and is competent to develop the same by developing desired housing complex thereupon, which property of the

Promoter/Vendor is absolutely free from all encumbrances, charges, liens, claims, attachments, acquisition, requisition and the Promoter/Vendor herein of the First Part have every right to sell, transfer, Develop and enjoy the said property described in schedule "A" hereunder written and the Promoter/Vendor herein accordingly has been carrying on business of construction with right to sale areas to be constructed (including other sellable areas and proportionate undivided impartible share of land specified in Schedule "A" hereunder written) after developing desired housing complex upon the said amalgamated joint holding being Holding no. 126F, B. T. Road, Kolkata measuring 3(Three) Bighas 17(Seventeen) Cottahs & 8(Eight) Chittacks be the same a little more or less.

H. The Said Land specified in in schedule "A" hereunder written had been earmarked for the purpose of construction of Two residential multistoried apartments/buildings nomenclated respectively as "**GRANDEUR TOWER**" & "**MYRIAD TOWER**" in the **Development project** to be known and/or familiar with the name as "**ORCHARD 126**";

I. The Promoter/Vendor herein and being fully competent have entered into Agreement with the Purchaser herein (where the confirming parties herein also joined hands) and obviously upon completion of all legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project have been completed and in as much as in terms of the said Limited Liability Partnership, the designated Partners named in the said LLP, who are also the respective authorized Directors of the said Land Owners namely **DHANSHREE HIGHRISE PRIVATE LIMITED, RANDATA COMMERCIAL PRIVATE LIMITED, RASHIAMRIT VINTRADE PRIVATE LIMITED, PANCHPARV COMMDEAL PRIVATE LIMITED, SHIVRASHI EXPORTS PRIVATE LIMITED, BLUELAND PROMOTER PRIVATE LIMITED** and **NIRMALMAYA PROJECTS PRIVATE LIMITED**, the Confirming Parties/Land Owners herein of the Third Part, authorized Sri Sourav Bafna, one of the designated Partner, to sign, execute, and/or to enter into any agreement to sale with prospective Purchaser/s and to sign execute and Register requisite deeds of conveyance to the prospective Purchaser/s and to admit execution of such sale or conveyance or agreement to sale before any Registrar, Sub-Registrar, District Registrar, additional Sub Registrar, Additional District Sub Registrar, Registrar of Assurances, Kolkata or any additional Registrar of Assurances, Kolkata, or before any competent Registration authorities having Jurisdiction, to fix the consideration of sale and its terms and conditions, to accept Booking money, earnest money, Part consideration, full consideration and to acknowledge and grant receipt for and on behalf of the said LLP and to represent the said **OSWAL TOWERS LLP** as its authorized Designated Partner and/or to enter into any further agreement with men, sales agent, marketing agent, broker, and other agents, professional, employee, architect, Engineer, mason, labour etc. for the purpose of fulfillment of the ultimate object of the said LLP including for the purpose of construction, sanction of Plan and for providing all service connections such as electricity, water

connections, drainage, sewerage system, fittings, fixtures of the said Housing complex and for taking all other steps which may arise time to time accordingly as the said authorized designated Partner feel justified.

J. Thus in pursuance of the terms and conditions of the said LLP and resolution of the designated Partners adopted in the general meeting of the said LLP amongst the designated Partners, **OSWAL TOWERS LLP**, the Promoter/Vendor herein of the First Part through its said authorized designated Partner, having competent to construct the said Buildings namely “**GRANDEUR TOWER**” & “**MYRIAD TOWER**” of the project, to be known and/or familiar as “**ORCHARD 126**”, undertaken and completed work of construction accordingly on the basis of Building Plans already sanctioned by the appropriate authority and have already obtained Completion Certificate/occupancy certificate and being fully competent and being entitled to dispose of flats with Car parking spaces etc. the said Two Buildings namely “**GRANDEUR TOWER**” & “**MYRIAD TOWER**” of the project “**ORCHARD 126**”, including one self-contained Apartment and/or Flat being Apartment No. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet, type \_\_\_\_\_, on \_\_\_\_\_ floor **inclusive of area of exclusive balconies on \_\_\_\_\_ sides having Carpet Area of \_\_\_\_\_ square feet all in GRANDEUR TOWER/ MYRIAD TOWER** with facilities of use of one Car Parking space for parking One Car at car Parking space no. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet in the \_\_\_\_\_ of the **Ground Floor** inclusive of proportionate share in the common areas in one of such proposed buildings to be known and familiar with the name as **GRANDEUR TOWER/MYRIAD TOWER** and specified in respective Part I and Part II of schedule ‘B’ hereunder written and hereinafter referred for brevity as “**the said Apartment**” along with proportionate impartible unpartitioned share of land specified in Schedule “A” hereunder written by way of absolute Transfer and/or sale and/or Assignment to the intending Purchaser/s/s, have already entered into agreement with the **Purchaser/s** herein or about \_\_\_\_\_ on accepting earnest money and subsequent part considerations specified in the memo of consideration and the Vendor herein is competent to execute instant transfer deed conveying and/or transferring and or assigning the same in favour of the said Purchaser/s on receipt of balance consideration from **him/her/them**;

K. It is pertinent to mention that **Chairman** of Panihati Municipality has granted the commencement certificate to develop the Project vide approval dated **18.05.2016** bearing registration/Plan no. **125 and after completion of the building also granted Completion Certificate cum occupancy certificate against both the Buildings “GRANDEUR TOWER” & “MYRIAD TOWER”** of the project “**ORCHARD 126**”;

L. The Promoter herein has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be, **from Chairman, Panihati Municipality**. The Promoter agree/s and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

M. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration no. \_\_\_\_\_;

N. The Purchaser/s had applied for an apartment in the Project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted an apartment and/or Flat being Apartment No. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet, type \_\_\_\_\_, on \_\_\_\_\_ floor **inclusive of area of exclusive balconies on \_\_\_\_\_ sides having Carpet Area of \_\_\_\_\_ square feet all in GRANDEUR TOWER/ MYRIAD TOWER** with facilities of one Car Parking space for parking One Car at car Parking space no. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet in the \_\_\_\_\_ in the **Ground Floor** inclusive of proportionate share in the common areas as defined in definition (v) herein above and as specifically described in **Schedule B hereunder written** and as delineated in the floor plan of the apartment as annexed hereto and marked with colour "**RED**";

O. Accordingly by and under an **Agreement dated \_\_\_\_\_** made between the Vendor herein jointly with the Confirming Party herein, of the respective First and Second Part, and the Purchaser of the Third Part, the Vendors jointly in confirmation with the confirming Parties herein of the Second Part, agreed to sell, convey and transfer and the Purchaser herein agreed to purchase the said Apartment and/or Flat being Apartment No. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet, type \_\_\_\_\_, on \_\_\_\_\_ floor **inclusive of area of exclusive balconies on \_\_\_\_\_ sides having Carpet Area of \_\_\_\_\_ square feet all in GRANDEUR TOWER/ MYRIAD TOWER** along with facilities of one Car Parking space for parking One Car at Car Parking space no. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet in the \_\_\_\_\_ of the **Ground Floor** inclusive of proportionate share in the common areas as permissible under the applicable law and of proportionate share in the common areas ("**Common Areas**") as defined in definition (v) herein above, (hereinafter referred to as the "**Apartment**") and more particularly described in **Schedule B hereunder written** and delineated in the floor plan of the apartment as annexed hereto and marked with colour "**RED**";

P. It is pertinent to mention that in the meantime the **Purchaser/s** of the Third Part herein confessed and admitted that **he/she/they/it has/ have** prior to this date hereof,

- (i) Examined the copy of the HIRA Certificate and has caused the HIRA Certificate to be examined in detail by **his/her/its Advocates and planning and architectural consultants/Authorized representatives**. The Purchaser/s has agreed and consented to the development of the Real Estate Project on the Complex Lands.
- The Promoter shall ensure that prior to the conveyance of the Complex Lands to the Association of the Purchaser/s, which conveyance shall be in conformity with the provisions of Apartment Act, the said facilities shall be fully repaid and satisfied by the Promoter.
- (ii) Examined all documents and information uploaded by the Promoter on the website of the Authority as required by Act and the Rules and has understood the documents and information in all respects and individually caused requisite searching investigation of Title, of the Property, the respective right, title, interest of the Owner and the Developer in respect of the Property and of the Confirming Party;
- (iii) Appraised **himself/herself/themselves/itself** as to the right title and interest of the Promoter/Vendor of the First Part herein as well as the Right title interest of the Confirming Parties herein of the Second Part and also about power and authority of Promoter/ Vendor's authorized designated Partner as well as power and authority of Confirming Parties common authorized Director, regarding entering into agreement with prospective Purchaser/s in confirmation and/or jointly with confirming parties herein including Power and authority of Common Authorized Designated Partners (of the Party of the First Part) as well as common authorized Director of Confirming Parties of the Second Part towards disposal of the 'B' Schedule property hereunder written by executing and Registering appropriate deed of conveyance before appropriate Registering authority having jurisdiction and competence;
- (iv) The Purchaser/s represent/s and confirm/s that he/she/it/they has/have inspected all the documents pertaining to the Complex and the Complex Lands including but not limited to all the title documents and has/have fully satisfied **himself/herself/itself/themselves** in all respects, with regard to the right, title and interest of the Promoter and confirming parties herein in the Real Estate Project and their right to convey the Apartment to the **Purchaser/s** and the **Purchaser/s** through **his/her/its/their** authorized competent persons /Engineer about all concerned certificate, registration certificates in relation to the said constructions of buildings in the project and also inspected the subject Apartment under sale with facilities of one car parking and in respect of the measurement, specification of construction, sanctioned plan, structural configuration, architectural safeguard, and specifically

measurement of areas i.e carpet areas, common areas, built up areas and also super built up areas including locations of the said Apartment and the materials used in completion of the Apartment and in as much as the Purchaser/s have visited the project site and made assess the extent of Development of the project and particularly his/her/its/their Apartment under sale and also the plot on which the Buildings have been constructed and the Purchaser/s herein admit/s that the same have been made as per agreement dated \_\_\_\_\_ and that **he/she/it/they** have got no grievance whatsoever in respect of the above and also in respect of his/her/its/their aforesaid confession and admissions.

Q. The Parties hereby confirm that they are signing this Conveyance Deed with full knowledge of the Applicable Laws;

R. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Conveyance Deed and all applicable laws, are now willing to enter into this Conveyance Deed on the terms and conditions appearing hereinafter;

**NOW THEREFORE** in furtherance to receipt of the Total Price, the Parties are executing this Conveyance Deed for recording the sale, conveyance and transfer of the Apartment along with proportionate undivided interest in the Common Areas and exclusive right to use and occupy the Car Parking space, absolutely and forever, in favour of the Purchaser/s on the terms and conditions mutually agreed by and between the Parties and contained in this Conveyance Deed.

**1. CONVEYANCE:**

1.1 In consideration of the payment of the entire consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) ("**Total Price**") and the statutory and other charges by the **Purchaser/s** in terms of the Agreement Dated \_\_\_\_\_ amongst the Parties herein and in consideration of the adherence to and compliance with various terms, conditions, covenants and obligations of the **Purchaser/s** stated in this Deed of Conveyance, the Apartment being Apartment No. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet, type \_\_\_\_\_, on \_\_\_\_\_ floor **inclusive of area of exclusive balconies on \_\_\_\_\_ sides having Carpet Area of \_\_\_\_\_ square feet** **all in GRANDEUR TOWER/ MYRIAD TOWER**, inclusive of proportionate share in the common areas as permissible under the applicable law and of proportionate share in the common areas ("**Common Areas**") as defined in definition (v) herein above, is hereby sold, conveyed and transferred in favour of



the Purchaser/s absolutely and forever, free from all encumbrances, along with proportionate undivided interest in the Common Areas with right to use and occupy one Car Parking space at Car Parking space no. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet in the \_\_\_\_\_ of the **Ground Floor**.

- 1.2 The Total Price for the Apartment based on the Carpet Area is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) ("**Total Price**"). The breakup and description of the Total Price is as follows:

Block/Building/Tower no. <b>GRANDEUR TOWER/ MYRIAD TOWER</b> Apartment no. _____ Type _____ Floor _____		Rate of Apartment per square feet of Carpet Area = Rs. _____/- per Sq. ft. as per unit charge details appearing hereunder written:
<b>CARPET AREA OF THE APARTMENT:</b>		_____ SQ.FT
<b>UNIT CHARGES DETAILS:</b>		
PARTICULARS	RATES PER SQ.FT.OF	TOTAL
BASIC PRICE	@ _____/-	Rs. _____/-
ESCALATION	@ _____/-	Rs. _____/-
EDC	@ _____/-	Rs. _____/-
COST OF EXCLUSIVE BALCONY	@ _____/-	Rs. _____/-
COST OF EXCLUSIVE BALCONY	@ _____/-	Rs. _____/-
COST OF EXCLUSIVE OPEN TERRACE AREAS	@ _____/-	Rs. _____/-
PROPORTIONATE COST OF COMMON AREAS,	@ _____/-	Rs. _____/-
PREFERENTIAL LOCATION CHARGES	@ _____/-	Rs. _____/-
<b>TOTAL</b>	=	

TAXATION:

PARTICULARS	On Cost of total Consideration	TOTAL
GST/VAT/S.T/CESS (As Applicable) / or other Taxes and imposition payable	@ _____% on cost of consideration	Rs. _____
<b>TOTAL</b>		Rs. _____

MAINTENANCE & MUNICIPAL TAXES & IMPOSITION

PARTICULARS	Details of Payment	TOTAL
Monthly Maintenance	@ _____/- per Sq. ft. of carpet area of the Flat subject to variation time to time as would be determined in the project commonly	Rs. _____
Municipal Taxes	<b>Tentatively @ Rs. _____/- per Sq. ft. subject to variation time to time as would be levied by the Concerned Municipality chargeable till before Mutation &amp; separation of Assessment for the subject Flat</b>	Rs. _____
Advance Maintenance	@ _____/- per Sq. ft. of carpet area of the Flat.	Rs. _____
<b>TOTAL</b>		<b>Rs. _____</b>

GARAGE/COVERED CAR PARKING DETAILS:

PARTICULARS	RATES PER CP.	TOTAL
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Car Parking Space	@ Rs. _____/-/Nil	Rs. _____/-/Nil
<b>TOTAL PRICE IN RUPEES</b>	=	

Explanation:

- (i) The Total Price above includes the Booking Amount paid by the **Purchaser/s** to the Promoter towards the Apartment;
- (ii) **The Total Price above includes taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Real Estate Project and payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Apartment to the Purchaser/s and the Project to the Association of Purchasers or the competent authority, as the case may be, after obtaining the occupation / completion certificate;**
- (iii) The Total Price of the Apartment **includes recovery of price of land**, construction of the Apartment and the Common Areas, preferential location charges, charges for **exclusive use of balcony (ies)/ open terrace(s)**, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, **maintenance charges for the first 12 months** as mentioned above and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Real Estate Project.
- (v) **The Purchaser/s is/are aware that as per the amended Income Tax Act, 1961, any payment made on or after 01.06.2013 for acquisition of any immovable property other than agricultural land is subject to Tax Deduction at Source ("TDS") at the rate of 1% where the aggregate consideration is equal to or more than Rs. 50,00,000/-. As may be applicable, the Purchaser/s has/have to deduct the 1% TDS as would be informed by the Promoter at the time of actual payment and within 30 days of such deduction the Purchaser/s shall submit the original TDS certificate to Promoter which shall be a condition precedent to the handover of possession and execution of the Conveyance Deed in favour of the Purchaser/s. The Purchaser/s agrees and undertakes that**

if the Purchaser/s fail/s and / or neglect/s to deduct the TDS or fail/s to deposit the same with the authorities after such deduction, the Purchaser/s alone shall be deemed to be an assessee in default in respect of such tax and the Promoter shall not be liable for any statutory obligations / liability or non-deposit of such TDS. In case the credit of TDS deducted by the Purchaser/s is/are not reflected in Form No. 26AS of the Income Tax Act, 1961 and the rules thereunder, and if the original TDS certificate is not submitted by the Purchaser/s to the Promoter then the amount of TDS shall be considered as receivable from the Purchaser/s and handover of the possession of the Apartment shall be subject to adjustment/recovery of such amount.

- 1.3 The Promoter herewith confirms the final carpet area that has been allotted to the **Purchaser/s** after the construction of the Building is complete and the occupancy certificate has been granted by the competent authority, by furnishing details of the changes, if any, in the carpet area.
- 1.4 It is agreed that the Promoter shall not make any further additions and alterations in the sanctioned plans, layout plans and specifications & amenities which are part of the Apartment (as mentioned in **Schedule \_\_\_\_\_ hereto**, and **which are in conformity with the advertisement, prospectus etc. on the basis of which sale is effected**) in respect of the Apartment without the previous written consent of the **Purchaser/s** as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the **Purchaser/s**, or such minor changes or alterations as per the provisions of the Act which is required for the betterment and welfare of the project.
- 1.5 The Purchaser/s shall have the right to the Apartment as mentioned below:
- (i) The Purchaser/s shall have exclusive ownership of the Apartment.
  - (ii) The Purchaser/s shall have undivided proportionate share in the Common Areas. Since the share/ interest of the Purchaser/s in the Common Areas is/are undivided and cannot be divided or separated, the Purchaser/s shall use the Common Areas along with other occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them.
  - (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, preferential location charges, charges for

exclusive use of balcony(ies)/ open terrace(s)/ garden(s), internal development charges, external development charges, infrastructure augmentation charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges for the first 12 months as mentioned above and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Real Estate Project.

1.6 It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the **Purchaser/s**. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the **Purchaser/s** of the Project.

1.7 The Promoter has paid all outgoings before transferring the physical possession of the apartments to the **Purchaser/s**, which it has collected from **all Purchaser/s**, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, **including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions**, which are related to the Real Estate Project). **If the Promoter fails to pay all or any of the outgoings collected by it from the Purchaser/s or any liability, mortgage loan and interest thereon before transferring the apartments to the Purchaser/s**, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

## 2. **CONSTRUCTION OF THE REAL ESTATE PROJECT AND HANDOVER OF APARTMENT:**

2.1 **The Building in which the Apartment is located has been completed and the necessary occupation / part occupation certificate** in respect of the said Building have been obtained from the

Competent Authority. However, the Promoter have made it clear to the Purchaser/s that as far as the other building / tower in the Complex is **concerned the same is being completed in full/in parts / phases** and the Promoter have obtained full occupancy certificate of the said Building namely **“GRANDEUR TOWER” or “MYRIAD TOWER** “or shall obtain part occupation certificates for the other Building of the Project, Other than where Apartment under sale is located. The Promoter and/or its agents or contractors shall be entitled to carry on the remaining work, including further and additional construction work in the Complex including the areas adjoining / near the Building in which the Apartment is located.

2.2 The Purchaser/s has seen and accepted the proposed layout plan, floor plan and common areas / services / facilities [as mentioned in Schedule \_\_\_\_\_, Schedule \_\_\_\_\_ and Schedule \_\_\_\_\_] and which has been approved by the Competent Authority, as represented by the Promoter. The Promoter have develop the Complex in accordance with the said layout plans, floor plans and specifications, amenities and facilities. The Promoter have undertaken to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the State of West Bengal and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act.

2.3 The Purchaser/s understands and agrees that the Promoter have carried out the internal development within the Project, which inter alia, includes laying of roads, water lines, sewer lines, electrical lines etc., however, it is understood that external linkages for these services beyond the periphery of the Project, such as water lines, sewer lines, storm water drains, roads, electricity, and other such integral services have been provided by the appropriate Government and/or the local authorities and the Promoter is dependent on the appropriate Government for providing such external linkage and the Promoter shall bear no responsibility for such unfinished work save and except towards payment of requisite charges if any or similar charges to the extent set out herein.

It is further clarified and the Purchaser/s agrees that in the event the appropriate Government fails to provide the external linkages for water lines and electricity at the time of execution of this Conveyance Deed, the Promoter shall make arrangements for water supply through tankers or otherwise, and electricity supply through DG sets, the charges for which shall be payable by the Purchaser/s at the Real Estate Project to be calculated on the basis of actual cost including applicable taxes and duties plus a mark-up.

- 2.4 The Promoter have handed over the vacant, physical and peaceful possession of the Apartment to the Purchaser/s as per the specifications & amenities mentioned in Schedule \_\_\_\_\_ hereto. On and from the date of execution of this Conveyance Deed, the Purchaser/s shall be liable to bear and pay the proportionate charges of all outgoing / charges in respect of the said Apartment as may be levied by the Association of Purchaser/s or Maintenance Agency, as the case may be, together with all rates, taxes, cesses, assessments, betterment charges, levies etc. payable to any Competent Authority.
- 2.5 Upon handing over possession of the Apartment, the Purchaser/s shall, after obtaining all permissions, approvals etc. as may be required and at **his/her/its/their** own costs and expenses, carry out the fit-outs/ interior works in the Apartment, as per its requirement and use. All such works in respect of fit-outs/ interior works in the Apartment will be done as permitted by the Association of Purchaser/s / Maintenance Agency and upon payment of charges, if any, as may be levied by the Association of Purchaser/s / Maintenance Agency. The Purchaser/s shall ensure and undertake/s that all such fit-outs done internally within the Apartment shall not pose any nuisance to the other occupants/purchasers and also protect against fire, pollution or health hazards, noise, etc. in the Complex.
- 2.6 On and from the date of handover of the Apartment the Purchaser/s shall be liable to pay for the electricity & water consumption at the Apartment as per the bills issued by the Competent Authorities or the Maintenance Agency, from time to time.
- 2.7 The Purchaser/s hereby agrees and undertakes to be a member of the Association of Purchaser/s to be formed under the Act / Apartment Ownership Act and to sign and execute the application for registration, other papers and documents necessary for the formation of and registration of such

Association of Purchaser/s. The Purchaser/s shall observe and perform all the rules, regulations of the Association of Purchaser/s that may be specified in detail under its bye-laws.

### 3. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represent and warrants to the Purchaser/s as follows:

- (i) The Confirming Parties and their lawfully constituted **OSWAL TOWERS LLP** the party of the First Part herein have absolute, clear and marketable title with respect to the Complex Lands;
- (ii) The Promoter have lawful rights and requisite approvals from the Competent Authorities to carry out development of the Real Estate Project;
- (iii) There are no litigations pending before any Court of law or authority with respect to the Complex Lands, Real Estate Project or the Apartment;
- (iv) All approvals, licenses and permits issued by the Competent Authorities with respect to the Complex Lands, the Real Estate Project, the Buildings and the Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter have been and shall, at all times, remain to be in compliance with all the Applicable Laws in relation to the Complex Lands, the Real Estate Project, the Building, the Apartment and the Common Areas;
- (v) The Promoter and the Confirming Parties have the right to enter into this Conveyance Deed and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may be prejudicially affected;
- (vi) The Promoter have not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the Complex Lands, including the Real Estate Project and the Apartment which will, in any manner, affect the rights of Purchaser/s under this Deed of Conveyance;
- (vii) The Promoter and Confirming Parties confirm that they are not restricted in any manner whatsoever from selling the Apartment to the Purchaser/s in the manner contemplated in this Conveyance Deed;
- (viii) The Complex Lands are not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the same;
- (ix) The Promoter shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings,

whatsoever, payable with respect to the Real Estate Project to the Competent Authorities **till the occupation / part occupation certificate has been issued** and possession of the apartments along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over respectively to the Purchasers/allottees and the Association of Purchaser/s or the Competent Authority, as the case may be;

- (x) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition) has been received by or served upon the Promoter or upon the confirming parties in respect of the Complex Lands and/or the Real Estate Project.

#### **4. MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ REAL ESTATE:**

- 4.1 The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association of Purchasers upon the issuance of the completion certificate of the Real Estate Project. The maintenance charges for the first 12 months (commencing from the date of offering possession) have been included in the Total Price of the Apartment.
- 4.2 The Purchaser/s shall pay the maintenance charges in relation to the Apartment as may be levied by the Maintenance Agency and shall also enter into a maintenance agreement with the Maintenance Agency in the format to be provided by the Promoter. It is made clear to the Purchaser/s that the Maintenance Agency shall render maintenance services only with respect to the Common Areas and these shall mainly relate to services, amongst others, in respect to the public roads, security, landscaping, sewerage, drainage, rain water harvesting, garbage clearance, water, street lights, pavements, horticulture, power back up provision lift, and such other services for the proper running, maintenance and operation of Common Areas.
- 4.3 The Purchaser/s agree/s to maintain at the close of each financial year ending on 31<sup>st</sup> March an interest bearing maintenance security deposit (which shall be non-refundable) with the Association of Purchaser/s computed at the **rate of \_\_\_\_\_ per square feet of the Carpet Area of the Apartment**



**(which rate shall be uniformly applicable to all Purchaser/s at the Complex). The applicable interest rate on this deposit shall be as per the prevailing interest rates of the bank in which the said amount is deposited.**

4.4 As and when any plant, machinery, equipment etc. within the Real Estate Project including but not limited to lifts, DG sets, electric substation, pumps, firefighting equipment, etc. requires replacement, up-gradation, addition etc. the cost thereof shall be contributed by all the Purchasers / occupants of apartments at the Real Estate Project / Complex, as the case may be, on pro-rata basis (i.e. in proportion to the Carpet Area of the Apartment to the total Carpet Area of all the apartments in the Real Estate Project / Complex, as the case may be).

4.5 The service areas, if any, as located within the Real Estate Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformers, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Purchaser/s shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Purchaser/s formed by the Purchaser/s for rendering maintenance services.

## **5. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement to sale dated \_\_\_\_\_, is brought to the notice of the Promoter within a period of 5 (five) years by the Purchaser/s from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoters' failure to rectify such defects within such time, the aggrieved Purchaser/s shall be entitled to receive appropriate compensation in the manner as provided under the Act.

However, the Promoters shall not be liable for rectification of defects in the following circumstances:

- (i) if the same has resulted due to any act, omission or negligence attributable to the **Purchaser/s** or non-compliance of any Applicable Laws by the Purchaser/s; and
- (ii) the defects that are the result of ordinary wear and tear in due course.

Provided that the Purchaser/s understands that there is a fundamental difference between hand over of the building/ constructions or infrastructure services and systems free from defects on the one hand and maintenance of handed over building/ constructions or infrastructure services and systems so as to maintain defect free functioning which by its nature is a lifelong process. Accordingly, the continued maintenance of the systems handed over would not be the responsibility of the Promoters, and the Promoters shall not be liable for rectification of any defects therein.

Provided further that in case any such structural defect or any other defect in Workmanship, quality or provision of services by the Promoters at the Real Estate Project, reasonably and in the ordinary course requires additional time beyond the said 30 (thirty) days, then the Promoter shall be entitled to the same, provided an intimation thereof has been provided to the Purchaser/s prior to expiry of the said initial 30 (thirty) days. The Purchaser/s hereby agree/s to such additional time/extension of time without being entitled to / making any claim to receive appropriate compensation in the manner as provided under the Act and/or otherwise under the Applicable Laws.

**6. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Maintenance Agency shall have right of unrestricted access to all Common Areas, garages/ covered parking and parking spaces for providing necessary maintenance services and the Purchaser/s agree/s to permit the Maintenance Agency to enter into the Apartment or any part thereof, after due notice and during the normal daytime hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**7. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

- a. Subject to Clause 5 above, the **Purchaser/s** shall, after taking possession, be solely responsible to maintain the Apartment at **his/her/its/their** own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the Real Estate Project which may be in violation of the Applicable Laws or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

- b. The **Purchaser/s** further **undertake/s, assure/s and guarantee/s** that **he/she/it/they** would not put any signboard/ name-plate, neon light, publicity material or advertisement material, any stickers or allow lamination of the exterior glass, etc. on the face/ facade of the Building or anywhere on the exterior of the Real Estate Project, buildings or the said Apartment or the Common Areas. The **Purchaser/s** shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or permit any re-modelling, alteration, variation, change or build upon the look, design, texture, fixtures, materials or any combination thereof or carry out any change in the exterior elevation or design of the Building or the Apartment. Further, the **Purchaser/s** shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the Common Areas.
- c. The **Purchaser/s** shall neither encroach upon the Common Areas in the Project nor store any goods, objects, articles, belongings etc. in such areas or block the same in any manner whatsoever.
- d. If any damage is caused to the Apartment, Common Areas or to the Real Estate Project on account of any act, negligence or default on part of the **Purchaser/s** or **his/her/its/their** employees, agents, servants, guests, men or invitees, the **Purchaser/s** shall be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and/ or damage caused as may be levied by the Promoter or the Association of Purchaser/s or the Maintenance Agency, as the case may be.
- e. The **Purchaser/s** shall not remove any wall, including the outer and load bearing wall of the Apartment. The **Purchaser/s** is/are strictly prohibited from making any alterations or modifications in the Apartment or outside the Apartment to the structure or the services and systems laid out in the Apartment / Real Estate Project including any changes that are either structural changes or such that would lead to disruption of the services laid out in the buildings or along the buildings for the use by one or more apartments. The Purchaser/s shall not under any circumstances do or allow any alteration/ modification/ change to the interior walls, layout or finishes within the said Apartment save and except with the prior permission of the Architect worked in the project or and also subject to permission of Association of **Purchaser/s** in writing.

- f. The **Purchaser/s** shall not cover or construct on the balcony (ies), open terrace(s) or garden(s) reserved exclusively for the dedicated use of the Apartment and shall only use the same as open balcony (ies), terrace(s) or garden(s), as the case may be, and in no other manner whatsoever.
- g. The Purchaser/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoters and thereafter the Association of Purchaser/s and/or Maintenance Agency. The Purchaser/s shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- h. The **Purchaser/s** shall not use/ cause to be used the said Apartment for any purpose except residential use and shall not permit any commercial activity, and shall always ensure that the Apartment be put to residential use only. Furthermore, the **Purchaser/s** specifically **undertake/s** not to use the said Apartment or offer it to be used in any manner and/or for any activity that is prohibited/ irregular/ illegal or other activity that is hazardous or may cause a nuisance of any nature in the Real Estate Project.
- i. The **Purchaser/s** undertake/s not to sub-divide/amalgamate the Apartment(s) with any other apartment / area in the Real Estate Project.
- j. The name of the Complex and Real Estate Project shall always be "ORCHARD 126" and the Purchaser/s or **his/her/its/their** lessees / occupant(s) / transferee(s) / assignee(s) or the Association of Purchaser/s shall not be entitled to change the same.
- k. The **Purchaser/s** shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Apartment in the Common Areas or any portion of the Complex.

**8. COMPLIANCE OF LAWS, NOTIFICATIONS, OTHER OBLIGATIONS ETC. BY THE PARTIES:**

- a. The Parties are entering into this Conveyance Deed with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.
- b. The Promoters has made it expressly clear to the **Purchaser/s** that the rights of the Promoters in the Apartment agreed to be conveyed/ sold/ transferred herein are circumscribed by and subject to the conditions imposed by the WBHIRA and/or any other statutory authority(ies).
- c. The Purchaser/s shall observe all terms and conditions of this Conveyance Deed, and also those conditions, restrictions and other stipulations imposed in respect of the Project and shall also abide by

the applicable zoning plans, building plans and other Applicable Laws applicable to the Apartment and /or the Project.

**9. ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plans, layout plan, sanctioned plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

**10. COMPLIANCE WITH APARTMENT ACT AND THE ACT:**

**The Promoters have assured the Purchaser/s that the Project in its entirety is in accordance with the provisions of the Apartment Act, Act and rules framed / to be framed thereunder.**

**11. ENTIRE CONVEYANCE DEED:**

This Deed of Conveyance Deed, along with its schedules, constitutes the entire understanding/contract between the Parties with respect to the subject matter hereof and supersedes all previous understanding, documents, communications, discussions, arrangements whether written or oral, negotiations held between the Parties (including but not limited to Application, Allotment Letter and the Apartment Purchaser/s's Agreement) and there are no promises or assurances or representations, oral or written, express or implied, of the Promoters, other than those contained in this Deed of Conveyance.

**12. PROVISIONS OF THIS CONVEYANCE DEED APPLICABLE ON PURCHASER/S/ SUBSEQUENT PURCHASERS OF THE APARTMENT:**

It is clearly understood and agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent purchaser of the Apartment, as in case of a transfer, all obligations go along with the Apartment for all intents and purposes.

**13. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE CONVEYANCE DEED:**

Wherever in this Deed of Conveyance, there has been stipulation that the **Purchaser/s** has/have to make any payment, in common with other Purchasers) in the Project, the same shall always be in proportion to which the Carpet Area of the Apartment bears to the total Carpet Area of all the apartments in the Real Estate Project / Complex, as the case may be.

**SCHEDULE 'I' ABOVE REFERRED TO:**

**DESCRIPTION OF TOTAL LAND OF THE PROJECT**

Revenue redeemed homestead land admeasuring 3(Three) Bighas 15(Fifteen) Cottahs equivalent to 1.24 Acres be the same a little more or less (as per R.O.R) but as per measurement of commissioner of Partition in suit no. 236 of 1925 and as also on physical measurement, 3(Three) Bighas 17(Seventeen) Cottahs and 8(Eight) Chittacks be the same little more or less since been since been mutated as a separate Holding No 126F, B.T.Road, Calcutta within Panihati Municipality, within Mouza Agarpara, Police Station Khardah, Sub-Registration Office, Barrack pore in the District of North 24 Parganas comprised in the following Dag, Khatian etc numbers:

Sl. No.	Particulars of Mouza with J.L. No/ Re. Sa. No. /Touzi No.	Particulars of C.S/R.S. Dag. No	Particulars of C.S. /R.S.Khatian no.	Area	Nature of land/interest	Boundaries
1	Mouza Agarpara, J.L. No. 11, Re.sa. no. 31, Touzi no. 155	1192, 1193, 1191/1308 & 1191/1314	C.S. Khatian no. 65, R.S. Khatian No. 702, [later modified as Khatian no. 404 and now further modified as new Khatian no. 1197	1.24 Acre (ROR) equivalent to 3(Three) Bighas 15(Fifteen) Cottahs physical measurement, 3(Three) Bighas 17(Seventeen) Cottahs and 8(Eight) Chittacks	Revenue redeemed homestead Rayati Dakhali land	North: Pre. No. 613, BT Road; South: By North Station Road, Agarpara; East: 136, North Station Road, Agarpara; West: B.T.Road;

**SCHEDULE 'II' ABOVE REFERRED TO:****DETAILS OF TITLE DEEDS:**

<b>Sl No</b>	<b>Particulars of sale Deeds/conveyance</b>
<b>1</b>	Deed of Conveyance dated 30th June 2013, Registered in A.R.A. – II, Kolkata and recorded in Book No. I, C.D. Volume No. 29 Pages from 4508 to 4533, Being No. 09729 for the Year 2013, executed by S.R.TRADERS PRIVATE LIMITED, the erstwhile recorded owner, through its authorized Director namely SRI AMIT GOENKA in the joint favour of DHANSHREE HIGHRISE PRIVATE LIMITED, RANDATA COMMERCIAL PRIVATE LIMITED, RASHIAMRIT VINTRADE PRIVATE LIMITED, PANCHPARV COMMODEAL PRIVATE LIMITED, SHIVRASHI EXPORTS PRIVATE LIMITED, BLUELAND PROMOTER PRIVATE LIMITED and NIRMALMAYA PROJECTS PRIVATE LIMITED;
<b>2</b>	Deed of Conveyance dated 30th June 2013, Registered in A.R.A. – II, Kolkata and recorded in Book No. I, C.D. Volume No. 29 Pages from 4534 to 4558, Being No. 9730 for the Year 2013, executed by S.R.TRADERS PRIVATE LIMITED, the erstwhile recorded owner, through its authorized Director namely SRI AMIT GOENKA in the joint favour of DHANSHREE HIGHRISE PRIVATE LIMITED, RANDATA COMMERCIAL PRIVATE LIMITED, RASHIAMRIT VINTRADE PRIVATE LIMITED, PANCHPARV COMMODEAL PRIVATE LIMITED, SHIVRASHI EXPORTS PRIVATE LIMITED, BLUELAND PROMOTER PRIVATE LIMITED and NIRMALMAYA PROJECTS PRIVATE LIMITED;
<b>3</b>	Deed of Conveyance dated 30th June 2013, Registered in A.R.A. – II, Kolkata and recorded in Book No. I, C.D. Volume No. 29 Pages from 4559 to 4584, Being No. 9731 for the Year 2013, executed by S.R.TRADERS PRIVATE LIMITED, the erstwhile recorded owner, through its authorized Director namely SRI AMIT GOENKA in the joint favour of DHANSHREE HIGHRISE PRIVATE LIMITED, RANDATA COMMERCIAL PRIVATE LIMITED, RASHIAMRIT VINTRADE PRIVATE LIMITED, PANCHPARV COMMODEAL PRIVATE LIMITED, SHIVRASHI EXPORTS PRIVATE LIMITED, BLUELAND PROMOTER PRIVATE LIMITED and NIRMALMAYA PROJECTS PRIVATE LIMITED;
<b>4</b>	Deed of Conveyance dated 30th June 2013, Registered in A.R.A. – II, Kolkata and recorded in Book No. I, C.D. Volume No. 29 Pages from 4585 to 4609, Being No. 9732 for the Year 2013, executed by S.R.TRADERS PRIVATE LIMITED, the erstwhile recorded owner, through its authorized Director namely SRI AMIT GOENKA in the joint favour of DHANSHREE HIGHRISE PRIVATE LIMITED, RANDATA COMMERCIAL PRIVATE LIMITED, RASHIAMRIT VINTRADE PRIVATE LIMITED, PANCHPARV COMMODEAL PRIVATE LIMITED, SHIVRASHI EXPORTS PRIVATE LIMITED, BLUELAND PROMOTER PRIVATE LIMITED and NIRMALMAYA PROJECTS PRIVATE LIMITED;
<b>5</b>	Deed of Conveyance dated 30th June 2013, Registered in A.R.A. – II, Kolkata and recorded in Book No. I, C.D. Volume No. 29 Pages from 4610 to 4634, Being No. 9733 for the Year 2013, executed by S.R.TRADERS PRIVATE LIMITED, the erstwhile recorded owner, through its authorized Director namely SRI AMIT GOENKA in the joint favour of DHANSHREE HIGHRISE PRIVATE LIMITED, RANDATA COMMERCIAL PRIVATE LIMITED, RASHIAMRIT VINTRADE PRIVATE LIMITED, PANCHPARV COMMODEAL PRIVATE LIMITED, SHIVRASHI EXPORTS PRIVATE LIMITED, BLUELAND PROMOTER PRIVATE LIMITED and NIRMALMAYA PROJECTS PRIVATE LIMITED;
<b>6</b>	Deed of Conveyance dated 30th June 2013, Registered in A.R.A. – II, Kolkata and recorded in Book No. I, C.D. Volume No. 29 Pages from Pages 4635 to 4659 Being No. 9734 for the Year 2013, executed by S.R.TRADERS PRIVATE LIMITED, the erstwhile recorded owner, through its authorized Director namely SRI AMIT GOENKA in the joint favour of DHANSHREE HIGHRISE PRIVATE LIMITED, RANDATA COMMERCIAL PRIVATE LIMITED, RASHIAMRIT VINTRADE PRIVATE LIMITED, PANCHPARV COMMODEAL PRIVATE LIMITED, SHIVRASHI EXPORTS PRIVATE LIMITED, BLUELAND PROMOTER PRIVATE LIMITED and NIRMALMAYA PROJECTS PRIVATE LIMITED;
<b>7</b>	Deed of Conveyance dated 30th June 2013, Registered in A.R.A. – II, Kolkata and recorded in Book No. I, C.D. Volume No. 30 Pages from 255 to 280, Being No. 9743 for the Year 2013, executed by S.R.TRADERS PRIVATE LIMITED, the erstwhile recorded owner, through its authorized Director namely SRI AMIT GOENKA in the joint favour of DHANSHREE HIGHRISE PRIVATE LIMITED, RANDATA COMMERCIAL PRIVATE LIMITED, RASHIAMRIT VINTRADE PRIVATE LIMITED, PANCHPARV COMMODEAL PRIVATE LIMITED, SHIVRASHI EXPORTS PRIVATE LIMITED, BLUELAND PROMOTER PRIVATE LIMITED and NIRMALMAYA PROJECTS PRIVATE LIMITED;
<b>8</b>	Deed of Conveyance dated 30th June 2013, Registered in A.R.A. – II, Kolkata and recorded in Book No. I, C.D. Volume No. 30 Pages from 292 to 316, Being No. 9744 for the Year 2013, executed by S.R.TRADERS PRIVATE LIMITED, the erstwhile recorded owner, through its authorized Director namely SRI AMIT GOENKA in the joint favour of DHANSHREE HIGHRISE PRIVATE LIMITED, RANDATA COMMERCIAL PRIVATE LIMITED, RASHIAMRIT VINTRADE PRIVATE LIMITED, PANCHPARV COMMODEAL PRIVATE LIMITED, SHIVRASHI EXPORTS PRIVATE LIMITED, BLUELAND PROMOTER PRIVATE LIMITED and NIRMALMAYA PROJECTS PRIVATE LIMITED;
<b>9</b>	Registered Deed of formation of Oswal Towers LLP dated 30th June 2013 amongst DHANSHREE HIGHRISE PRIVATE LIMITED, RANDATA COMMERCIAL PRIVATE LIMITED, RASHIAMRIT VINTRADE PRIVATE LIMITED, PANCHPARV COMMODEAL PRIVATE LIMITED, SHIVRASHI EXPORTS PRIVATE LIMITED, BLUELAND PROMOTER PRIVATE LIMITED and NIRMALMAYA PROJECTS PRIVATE LIMITED, being joint owners of their said amalgamated holding specified in schedule 'I' above in terms of unanimous resolution adopted on 03.06.2013, 04.06.2013 and 05.06.2013, by and amongst themselves, registered before ARA – II, Kolkata and recorded in Book No. IV, Volume No. 1506-2017, Pages from 624 to 658, Being No. 150600043 for the Year 2017

**SCHEDULE 'III' ABOVE REFERRED TO:**

(Description of the APARTMENT)

**DESCRIPTION OF THE APARTMENT APPLIED FOR:**

<b><u>Sl No</u></b>	<b><u>Particulars of the Apartment</u></b>
<b><u>1</u></b>	<b><u>APARTMENT NO:</u></b>
<b><u>2</u></b>	<b><u>TOWER:</u></b>
<b><u>3</u></b>	<b><u>FLOOR NO:</u></b>
<b><u>4</u></b>	<b><u>FINAL CARPET AREA ON PHYSICAL MEASUREMENT: _____ Sq. M. =</u></b> <b><u>_____ Sq. Ft.</u></b>
<b><u>5</u></b>	<b><u>EXCLUSIVE BALCONY AREA: : _____ Sq. M. = _____ Sq. Ft.</u></b>
<b><u>6</u></b>	<b><u>CAR PARKING SPACE: ONE IN THE GROUND FLOOR NO. _____</u></b>
<b><u>7</u></b>	<b><u>APARTMENT BOUNDARIES:</u></b>  <b><u>BY NORTH:</u></b>  <b><u>BY SOUTH:</u></b>  <b><u>BY EAST:</u></b>  <b><u>BY WEST</u></b>



**SCHEDULE 'IV' ABOVE REFERRED TO:**

**(FLOOR PLAN OF THE APARTMENT)**



**(The Specification & Amenities which are part of the Apartment)**  
**SPECIFICATIONS**

1. **FOUNDATION:**  
EARTHQUAKE RESISTANT RCC STRUCTURE
2. **INTERNAL WALLS:**  
RCC WALLS WITH PUTTY FINISH
3. **EXTERIOR WALLS :**  
EXTERIOR WALLS WITH TEXTURE / HIGH QUALITY PAINT
4. **FLOORING -**
  - i. WOODEN FINISHED TILES IN MASTER BEDROOM
  - ii. VITRIFIED TILES IN ALL FLOOR AREA OF THE FLATS
  - iii. MARBLE/GRAVITE/DESIGNER TILES IN STAIRCASE, LOBBY AND COMMON AREAS.
5. **TOILET-**
  - i. ANTI SKID CERAMIC/VITRIFIED TILES ON FLOOR
  - ii. DESIGNER CERAMIC TILES UPTO (door height) 7 FT HEIGHT ON WALLS
  - iii. SANITARY WARE OF HINDWARE/PARRYWARE OR EQUIVALENT
  - iv. CP FITTINGS OF JAQUAR/ESS OR EQUIVALENT
  - v. ELECTRICAL POINTS FOR GEYSER AND EXHAUST FAN
6. **DOORS:**  
IMPORTED MALAYSIAN SAL WOOD FRAME WITH FLUSH DOORS.  
MAIN DOORS WITH NIGHT LATCH AND HANDLES WITH EYEPIECE
7. **WINDOWS:**  
ANODIZED/POWDER COATED ALUMINIUM WINDOWS
8. **KITCHEN:**
  - i. GRANITE KITCHEN PLATFORM WITH STAINLESS STEEL SINK.
  - ii. VITRIFIED TILES IN ALL FLOOR AREA OF THE FLATS.
  - iii. ANTI-SKID TILES ON FLOOR
  - iv. CERAMIC GLAZED TILES UPTO 2 FT HEIGHT ABOVE PLATFORM,
  - v. ELECTRICAL POINTS FOR WATER FILTER, EXHAUST FAN, MICRO WAVE
9. **ELECTRICALS**  
FIRE RESISTANT COPPER WIRES WITH MCB (HAVELLS OR EQUIVALENT) AND MODULAR SWITCHES (HAVELLS/TOYAMA OR EQUIVALENT)
  - i. AC POINTS IN LIVING/DINING AND ALL ROOMS FOR SPLIT AIR-CONDITIONERS ONLY
  - ii. GEYSER POINT IN ALL BATHROOMS.
  - iii. CABLE/DTH, TELEPHONE, INTERCOM CONNECTION IN LIVING/DINING
  - iv. ADEQUATE 16 AMP AND 6 AMP POINTS.
10. ELEVATORS - TWO (2) AUTOMATIC ELEVATORS (OTIS/KONE/SCHNEIDER) IN EACH BLOCK.
11. **SOCIAL INFRASTRUCTURE & AMENITIES**
  1. **WATER SUPPLY-**
    - A. 24 HOURS WATER SUPPLY FROM DEEP TUBE WELLS

**SCHEDULE 'VI' ABOVE REFERRED TO**

**(COMMON AREAS/SERVICES/FACILITIES WHICH ARE PART OF REAL ESTATE PROJECT)**

**FACILITIES**

- A. LANDSCAPED CENTRAL GARDEN WITH ADEQUATE GREENERIES ALL AROUND THE COMPLEX.
- B. SWIMMING POOL
- C. AC COMMUNITY HALL
- D. GYMNASIUM
- E. INDOOR GAMES ROOM

**2. POWER & FIRE SAFETY**

- A. 24 HOURS POWER BACK UP
  - I. 100% POWER BACK UP FOR ALL COMMON AREAS,
  - II. 2BHK-500W, 3BHK-750W
- B. STATE OF ART FIRE FIGHTING EQUIPMENT

**3. SECURITY**

- A. 24 HOURS SECURITY
- B. CLOSED CIRCUIT TV CAMERAS.
- C. INTERCOM CONNECTIVITY WITHIN THE WHOLE COMPLEX.

**4. COMMON AREAS**

- 1. THE FOUNDATION COLUMN, BEAMS, SUPPORTS CORRIDORS, LOBBIES, STAIRS, ROOF, TERRACE, STAIRWAYS, ENTRANCE AND EXISTS.
- 2. PUMP AND MOTOR WITH INSTALLATION.
- 3. COMMON PASSAGE AND COMMON AREAS INSIDE OR OUTSIDE THE TWO BUILDINGS.
- 4. OVERHEAD TANKS AND WATER PIPES AND OTHER COMMON PLUMBING INSTALLATIONS.
- 5. ELECTRICAL FITTINGS, METERS AND FITTINGS AND FIXTURES FOR LIGHTING THE STAIRCASE AND OTHER COMMON AREAS (EXCLUDING THOSE THAT ARE INSTALLED INSIDE ANY PARTICULAR FLAT)
- 6. DRAINS AND SEWERS FROM THE TWO BUILDINGS TO THE MUNICIPALITY DUCT.
- 7. WATER AND SEWERAGE EVACUATION PIPES FROM THE FLAT TO DRAIN SEWERS COMMON TO THE TWO BUILDINGS.
- 8. DOORS AND WINDOWS ON THE STAIRCASE.
- 9. BOUNDARY WALLS INCLUDING OUTSIDE PLASTERING OF THE WALLS OF THE SAID TWO BUILDINGS AND MAIN GATES.
- 10. SUCH OTHER PARTS, AREAS, EQUIPMENTS, INSTALLATIONS, FIXTURES, FITTINGS, COVERED AND OPEN SPACES IN OR ABOUT THE SAID TWO BUILDINGS AS ARE EASEMENTS OF NECESSITY OF THE TWO BUILDINGS.

**SCHEDULE 'VII' ABOVE REFERRED TO**  
**(COMMON AREAS/SERVICES/FACILITIES WHICH ARE PART OF COMPLEX)**

**FACILITIES**

- A. LANDSCAPED CENTRAL GARDEN WITH ADEQUATE GREENERIES ALL AROUND THE COMPLEX.
- B. SWIMMING POOL
- C. AC COMMUNITY HALL
- D. GYMNASIUM
- E. INDOOR GAMES ROOM

**2. POWER & FIRE SAFETY**

- A. 24 HOURS POWER BACK UP
  - I. 100% POWER BACK UP FOR ALL COMMON AREAS,
  - II. 2BHK-500W, 3BHK-750W
- B. STATE OF ART FIRE FIGHTING EQUIPMENT

**3. SECURITY**

- A. 24 HOURS SECURITY
- B. CLOSED CIRCUIT TV CAMERAS.
- C. INTERCOM CONNECTIVITY WITHIN THE WHOLE COMPLEX.

**4. COMMON AREAS**

- 1. THE FOUNDATION COLUMN, BEAMS, SUPPORTS CORRIDORS, LOBBIES, STAIRS, ROOF, TERRACE, STAIRWAYS, ENTRANCE AND EXISTS.
- 2. PUMP AND MOTOR WITH INSTALLATION.
- 3. COMMON PASSAGE AND COMMON AREAS INSIDE OR OUTSIDE THE TWO BUILDINGS.
- 4. OVERHEAD TANKS AND WATER PIPES AND OTHER COMMON PLUMBING INSTALLATIONS.
- 5. ELECTRICAL FITTINGS, METERS AND FITTINGS AND FIXTURES FOR LIGHTING THE STAIRCASE AND OTHER COMMON AREAS (EXCLUDING THOSE THAT ARE INSTALLED INSIDE ANY PARTICULAR FLAT)
- 6. DRAINS AND SEWERS FROM THE TWO BUILDINGS TO THE MUNICIPALITY DUCT.
- 7. WATER AND SEWERAGE EVACUATION PIPES FROM THE FLAT TO DRAIN SEWERS COMMON TO THE TWO BUILDINGS.
- 8. DOORS AND WINDOWS ON THE STAIRCASE.
- 9. BOUNDARY WALLS INCLUDING OUTSIDE PLASTERING OF THE WALLS OF THE SAID TWO BUILDINGS AND MAIN GATES.
- 10. SUCH OTHER PARTS, AREAS, EQUIPMENTS, INSTALLATIONS, FIXTURES, FITTINGS, COVERED AND OPEN SPACES IN OR ABOUT THE SAID TWO BUILDINGS AS ARE EASEMENTS OF NECESSITY OF THE TWO BUILDINGS.

**IN WITNESS WHEREOF** the parties of the entire First, Second and Third Parts hereunto set and subscribed their hand and seal on the day month and year first above written.

**SIGNED & SEALED AND DELIVERED** by the Land Owner  
Vendor at Kolkata in the Presence of the:

**WITNESSES:**

1.

**V E N D O R S**

2.

**SIGNED & SEALED AND DELIVERED** by the **Purchasers**  
at Kolkata in the Presence of the:

**WITNESSES:**

**PURCHASERS**

1.

2.

**SIGNED & SEALED AND DELIVERED** by the Confirming  
Parties at Kolkata in the Presence of the:

**WITNESSES:**

1.

2.

Drafted by me and Typed  
and Printed in my Office  
SANKAR NARYAN SAHA

**CONFIRMING PARTIES**

Advocate

7C, Kiran Sankar Roy Road,  
Ground Floor, Kolkata - 700001.

**MEMO OF CONSIDERATION**

**RECEIVED** from the within named **Purchaser/s** the sum of **Rs. \_\_\_\_\_/- (Rupees- \_\_\_\_\_)** as detailed herein below for proposed sale of the said Flat with facilities to enjoy One Car Parking at **GRANDEUR TOWER/MYRAID TOWER**.

1.	Paid on the sum of Rs. _____/- by an a/c Payee Cheque bearing no. _____ dated _____ drawn on _____ Bank _____ Branch in the name of Oswal Towers LLP;	Rs. _____/-
2.	Paid on the sum of Rs. _____/- by an a/c Payee Cheque bearing no. _____ dated _____ drawn on _____ Bank _____ Branch in the name of Oswal Towers LLP;	Rs. _____/-
Total	=	<b>Rs. _____/-</b>

(Rupees \_\_\_\_\_ only)

**WITNESSES:**

1.

2.

-----  
Signature of the Vendor

# DEED OF CONVEYANCE

BETWEEN

OSWAL TOWERS LLP

.....VENDOR

AND

M/S. SHIVRASHI EXPORTS PRIVATE LIMITED & OTHERS

.....LAND OWNERS/CONFIRMING PARTIES

AND

\_\_\_\_\_

.....PURCHASERS

DATED THIS THE      DAY OF NOVEMBER 2018

**BETWEEN**

OSWAL TOWERS LLP      .....VENDOR

**AND**

**M/S. SHIVRASHI EXPORTS PRIVATE LIMITED & OTHERS**

.....LAND OWNERS/CONFIRMING PARTIES

**AND**

.....PURCHASER/S

**DEED  
OF  
CONVEYANCE**

**Mr. Sankar Narayan Saha**  
Advocate

C/O Mr A.N. Das, Advocate  
High Court, Kolkata  
Chamber: 7C, K.S. Roy Road,  
Ground Floor, Kolkata-700001.