

## **CONVEYANCE**

This Conveyance executed on this \_\_\_\_\_(Date) day of \_\_\_\_\_(Month), 2018,

**-:BY& BETWEEN:-**

1. Indraloke Tradelinks Private Limited, [PAN AACCI1204P],
2. Panther Management Services Private Limited, [PAN AAFCP0877Q],
3. Integrity Consultancy Services Private Limited, [PAN AACCI0934Q],
4. Welkin Dealers Private Limited, [PAN AAACW8727H],
5. Sunfast Vinimay Private Limited, [PAN AANCS1693R],
6. Monopoly Tradelinks Private Limited, [PAN AAGCM0695J],
7. Jackpot Advisory Services Private Limited, [PAN AACCCJ1866G],
8. Octagon Tradelinks Private Limited, [PAN AABCO1747N],
9. Butterfly Advisory Services Private Limited, [PAN AADCB7887Q],
10. Pankaj Management Services Private Limited, [PAN AAFCP0942E],
11. Fairland Suppliers Private Limited, [PAN AABCF3715B],
12. Mountview Advisory Services Private Limited, [PAN AAGCM0954Q],
13. Everlink Vincom Private Limited, [PAN AACCE1964C],
14. Daylight Distributors Private Limited, [PAN AADCD1723H],
15. Aakav Devcon Private Limited, [PAN AALCA1425F],
16. Amazing Residency Private Limited, [PAN AALCA1423D],
17. Anandmayee Housing Private Limited, [PAN AALCA1424E],
18. Balkrishan Infracon Private Limited, [PAN AAFCB3133K],
19. Bemishal Promoters Private Limited, [PAN AAFCB2748E],
20. Bhavsaga Niwas Private Limited, [PAN AAFCB2747M],
21. Goodside Realtors Private Limited, [PAN AAECG9844K],
22. Dios Realtors Private Limited, [PAN AAECD5042Q],
23. Circular Realcon Private Limited, [PAN AAFCC0789C],
24. Vedvani Residency Private Limited, [PAN AAECV2869F],
25. Winsher Realtors Private Limited, [PAN AABCW3217B],
26. Everlink Residency Private Limited, [PAN AADCE2542D],
27. Gajrup Complex Private Limited, [PAN AAECG9894K],
28. Everrise Realtors Private Limited, [PAN AADCE2264N],
29. Parrot Complex Private Limited, [PAN AAGCP9166K],

30. Bhootnath Housing Private Limited, [PAN AAFCB2812B],
31. ELK Devcon Private Limited, [PAN AADCE2311G],
32. Hilmil Infracon Private Limited, [PAN AADCH0612B],
33. Hence Promoters Private Limited, [PAN AADCH0613A],
34. Hardsoft Realtors Private Limited, [PAN AADCH0787K],
35. Pattern Nirman Private Limited, [PAN AAGCP9498N],
36. Queencity Complex Private Limited, [PAN AAACQ2995B],
37. Sagam Devcon Private Limited, [PAN AASCS4634D],
38. Sarvlok Hirise Private Limited, [PAN AASCS3514Q],
39. Namchi Devcon Private Limited, [PAN AAECN1882A],
40. Shivpariwar Developers Private Limited, [PAN AASCS3728A],
41. Siddhibhumi Niwas Private Limited, [PAN AASCS3515R],
42. Snowberry Buildtech Private Limited, [PAN AASCS3727R],
43. Linton Towers Private Limited, [PAN AACCL3830A],
44. Zaljog Complex Private Limited, [PAN AAACZ6297R],
45. Topmost Complex Private Limited, [PAN AAECT4834A],
46. Seabird Niwas Private Limited, [PAN AASCS3516N],
47. Viewline Hirise Private Limited, [PAN AAECV2591G],
48. Katrina Realtors Private Limited, [PAN AAECK9903D],
49. Amrit Realcon Private Limited, [PAN AALCA1555G],
50. Lucky Hirise Private Limited, [PAN AACCL3905A],
51. Jota Builders Private Limited, [PAN AACJ9786F],
52. Quality Residency Private Limited, [PAN AAACQ2977R],
53. Premkunj Residency Private Limited, [PAN AAGCP9293D],
54. Prayas Residency Private Limited, [PAN AAGCP9165L],
55. Panchwati Infracon Private Limited, [PAN AAGCP9164M],
56. Oversure Nirman Private Limited, [PAN AABCO7583Q],
57. Motilal Hirise Private Limited, [PAN AAICM3109P],
58. Daava Realcon Private Limited, [PAN AAECD4997L],
59. Meantime Buildcon Private Limited, [PAN AAICM3016D],
60. Mangalmayee Realtors Private Limited, [PAN AAICM3243L],
61. Anju Promoters Private Limited, [PAN AALCA1556F],
62. Linkview Housing Private Limited, [PAN AACCL3904B],
63. Linkplan Properties Private Limited, [PAN AACCL3865B],

64. Likewise Construction Private Limited, [PAN AACCL4000G],
65. Evertime Residency Private Limited, [PAN AADCE2309N],
66. Kush Residency Private Limited, [PAN AAECK9851C],
67. Balmukund Marketing Private Limited, [PAN AAECB2894C],
68. Clock Tradelink Private Limited, [PAN AA ECC1608H],
69. Desire Sales Private Limited, [PAN AADCD5984A],
70. Lord Dealers Private Limited, [PAN AABCL5279L],
71. Moonlight Dealtrade Private Limited, [PAN AAGCM8009G],
72. Orchid Infracon Private Limited, [PAN AAACO9390G],
73. Orchid Realcon Private Limited, [PAN AAACO9595R],
74. Queen Dealers Private Limited, [PAN AAACQ2316G],
75. Smile Dealcom Private Limited, [PAN AAOCS8759D],
76. Sunlight Dealtrade Private Limited, [PAN AAOCS8881J],

All the above 76 parties are companies duly incorporated under the Companies Act, 1956 and having their registered offices at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur, P.O. Joka, hereafter collectively called the "**First Owners**", which expression shall, unless excluded by or repugnant to the subject or context, include their respective successors-in-interest and/or assigns and all are represented by their authorized signatory **Mr. Jitendra Kumar Singh**, son of Late Ramchabila Singh, residing at 2, Dakshinpara, 3<sup>rd</sup> Lane, Rishra, under P.S. Rishra, Post Office- Morepukur, Dist-Hooghly-712 250 having (**PAN : ENOPS1448K**) and Mobile No.6290585106.

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-:AND:-

1. Cydigo Developers Private Limited. [PAN- AAGCC2319H],
2. Dasvani Residency Private Limited. [PAN-AAFCD4898K],
3. Fence Promoters Private Limited. [PAN-AACCF6732F],
4. Flyhigh Complex Private Limited. [PAN-AACCF6789Q],
5. Handshake Conclave Private Limited. [PAN-AADCH7282D],
6. Honeybee Devcon Private Limited. [PAN-AADCH7211E],
7. Kalyankari Niwas Private Limited. [PAN-AAFCK9616E],
8. Lazerjet Complex Private Limited. [PAN AACCL9422C],
9. Montec Nirman Private Limited. [PAN-AAJCM9908R],
10. Navyog Developers Private Limited. [PAN-AAFCN0628R],
11. Octal Complex Private Limited. [PAN-AACCO2138C],

12. Polpit Real Estate Private Limited. [PAN-AAICP3291P],
13. Revoke Nirman Private Limited. [PAN-AAHCR5032M],
14. Rudresh Realtors Private Limited. [PAN-AAHCR5031J],
15. Serikos Enclave Private Limited. [PAN-AAWCS3441C],
16. Shrawan Hirise Private Limited. [PAN-AAWCS3442B],
17. Tripack Construction Private Limited. [PAN-AAFCT5183K],
18. Streedom Real Estate Private Limited. [PAN-AAWCS3440D],
19. Treeline Construction Private Limited. [PAN-AAFCT5182J],
20. Sudama Complex Private Limited. [PAN-AAWCS3132Q],
21. Glasseye Developers Private Limited. [PAN-AAGCG1781M],
22. Jyotshnadip Realty Private Limited. [PANAADCJ6082B],
23. Panchlok Realtors Private Limited. [PAN-AAICP3754H],
24. Subinay Infrastructure Private Limited. [PANAAWCS4093G],
25. Superwell Real Estates Private Limited. [PAN-AAWCS4665C]
26. Trinabh Infrastructure Private Limited. [PAN-AAFCT5595H]
27. Triwave Developers Private Limited. [PAN-AAFCT5597F]
28. Mahalon Construction Private Limited. [PAN-AAKCM0487E]
29. Salmon Residency Private Limited. [AAWCS6008H]
30. DTC Intertrade Private Limited [AAACD9481D]
31. DTC Minerals Private Limited [AAACG9574A]
32. Ayush Finvest Private Limited. [PAN AADCA6570F]
33. Abstar Infracon Private Limited. [PAN AANCA8896J]
34. Accro Developers Private Limited. [PAN AANCA8895M]
35. Avocado Construction Private Limited. [PAN AAOCA0561H]
36. Bellview Niwas Private Limited [PAN AAGCB4899R]
37. Bhumi Complex Private Limited. [PAN AAGCB4829D]
38. Bisque Constructions Private Limited. [PAN AAGCB5590B]
39. Bluesky Niketan Private Limited. [PAN AAGCB4804L]
40. Brajbihari Complex Private Limited. [PAN AAGCB5591A]
41. Browline Estates Private Limited. [PAN AAGCB4780P]
42. Bufflehead Towers Private Limited. [PAN AAGCB5588H]

43. **Burlywood Construction Private Limited. [PAN AAGCB5589G]**
44. **Circular Niwas Private Limited. [PAN AAGCC2343H]**
45. **Clementine Construction Private Limited. [PAN AAGCC3096B]**
46. **Coactive Construction Private Limited. [PAN AAGCC2316J]**
47. **Dies Devcon Private Limited. [PAN AAFCD5037L]**
48. **Drishti Niwas Private Limited. [PAN AAFCD5036M]**
49. **Drove Projects Private Limited. [PAN AAFCD4991D]**
50. **Dwarkapati Residency Private Limited. [PAN AAFCD5687C]**
51. **Ekonkar Enclave Private Limited. [PAN AAECE1419J]**
52. **Elderberry Construction Private Limited. [PAN AAECE1549F]**
53. **Firebrick Complex Private Limited. [PAN AACCF7270Q]**
54. **Fitina Realtors Private Limited. [PAN AACCF6790K]**
55. **Gameplan Tower Private Limited. [PAN AAGCG1636F]**
56. **Greenlong Developers Private Limited. [PAN AAGCG1673C]**
57. **Greenwall Infracon Private Limited. [PAN AAGCG1942A]**
58. **Holemart Properties Private Limited. [PAN AADCH7705F]**
59. **Indonep Developers Private Limited. [PAN AAECI0057Q]**
60. **Jazz Realtors Private Limited. [PAN AADCJ5999H]**
61. **Jupiter Reality Private Limited. [PAN AADCJ5982C]**
62. **Lemongrass Realtors Private Limited. [PAN AACCL9519J]**
63. **Lightcoral Complex Private Limited. [PAN AACCL9898C]**
64. **Lossen Realty Private Limited. [PAN AACCL9518K]**
65. **Mistyrose Construction Private Limited. [PAN AAKCM1132E]**
66. **Motihari Real Estates Private Limited. [PAN AAKCM0015A]**

67. Navybeans Conclave Private Limited. [PAN AAFCN0652B]
68. Nectarine Complex Private Limited. [PAN AAFCN1205N]
69. Nettles Devcon Private Limited. [PAN AAFCN0691L]
70. Nightangels Complex Private Limited. [PAN AAFCN0651C]
71. Onetouch Realcon Private Limited. [PAN AACCO2465L]
72. Overween Estates Private Limited. [PAN AACCO2356A]
73. Passim Nirman Private Limited. [PAN AAICP4079M]
74. Prevail Infracon Private Limited. [PAN AAICP4077F]
75. Quatre Realcon Private Limited. [PAN AAACQ4084H]
76. Youngest Realcon Private Limited. [PAN AAACY7630H]
77. Sandman Realcon Private Limited. [PAN AAWCS3667E]
78. Seventh Sky Complex Private Limited. [PAN AAWCS3722Q]
79. Shivpam Realtors Private Limited. [PAN AAWCS4709F]
80. Shivpariwar Enclave Private Limited. [PAN AAWCS6237J]
81. Skybeans Complex Private Limited. [PAN AAWCS3566J]
82. Subhpah Projects Private Limited. [PAN AAWCS4711R]
83. Sulochna Towers Private Limited. [PAN AAWCS3560Q]
84. Sunlike Developers Private Limited. [PAN AAWCS6236K]
85. Swarnyug Hirise Private Limited. [PAN AAWCS6044D]
86. Thistle Complex Private Limited. [PAN AAFCT6024M]
87. Utzsho Housing Development Private Limited. [PAN AABCU8677M]
88. Vinicab Infracorps Private Limited. [PAN AAFCV3380A]
89. Wellpan Infracon Private Limited. [PAN AABCW7260N]
90. Wellpan Properties Private Limited. [PAN AABCW7495H]

91. Windstrom Realtors Private Limited. [PAN AABCW7239B]
92. Winterland Properties Private Limited. [PAN AABCW7238A]
93. Vighnraja Complex Private Limited. [PAN AAFCV3315B]
94. Livehigh Towers Private Limited. [PAN AACCL9509L]
95. Uniworth Complex Private Limited. [PAN AABCU8694E]
96. Allworth Complex Private Limited. [PAN AANCA8818N]
97. Kesuri Realty Private Limited. [PAN AAGCK0281Q]
98. Mishan Infraproperties Private Limited. [PAN AAKCM0856F]
99. Gurunam Realtors Private Limited. [PAN AAGCG2147P]
100. Yellowline Infrastructure Private Limited. [PAN AAACY7647Q]

- the Parties above having serial Nos. 30, 31 & 32 above are companies within the meaning of the Companies Act, 2013, having their registered offices at 1, Netaji Subhash Road, Kolkata-700 001, P.S. Hare Street, P.O. GPO and the Parties above having serial Nos. 1 to 29 and 33 to 100 are companies within the meaning of the Companies Act, 2013 having their registered offices at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur, Post Office Joka, and all the 100 Parties are hereafter collectively called the "**Second Owners**", which expression shall, unless excluded by or repugnant to the subject or context, include their respective successors-in-interest and/or assigns, and all are represented by their authorized signatory **Mr. Jitendra Kumar Singh**, son of Late Ramchabila Singh, residing at 2, Dakshinpara, 3<sup>rd</sup> Lane, Rishra, under P.S. Rishra, Post Office- Morepukur, Dist-Hooghly-712 250 having (PAN : ENOPS1448K) and Mobile No.6290585106.

**- A N D -**

**DTC Projects Private Limited**, [PAN AAECs1016K], a company within the meaning of the Companies Act, 2013 and having its registered office at 1, Netaji Subhash Road, Kolkata-700 001, hereafter called the "**Developer**", which expression shall, unless excluded by or repugnant to the subject or context, include their respective successors-in-interest and/or assigns, and represented by their authorized signatory **Mr. Jitendra Kumar Singh**, son of Late Ramchabila Singh, residing at 2, Dakshinpara, 3<sup>rd</sup> Lane, Rishra, under P.S. Rishra, Post Office- Morepukur, Dist-Hooghly-712 250 having (PAN : ENOPS1448K) and Mobile No.6290585106.

- The First Owners, the Second Owners and the Developer are hereafter collectively called the "**Vendors**", which term or expression shall, unless excluded by

or repugnant to the subject or context, include their respective successors-in-interest and permitted assigns of the **First Part**;

**AND**

Mr./Ms. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_ residing at \_\_\_\_\_, (PAN \_\_\_\_\_), hereafter called the "**Purchaser**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns of the **Second Part**.

**WHEREAS:**

- A. Irrespective of the number of the Purchasers and irrespective of their gender, they have been referred to herein in singular number and in neutral gender.
- B. The First Owners amongst themselves own the plots of land more fully described in **Schedule-A** hereunder written, shaded '**RED**' in the annexed **Plan-A** and hereafter referred to as the "**First Land**".
- C. The First Owner Nos. 1 to 14 and the Developer amongst themselves own the land more fully described in the **Schedule-B** hereunder written, shaded '**YELLOW**' in the annexed **Plan-A** and hereafter referred to as the "**Connecting Land**". The Connecting Land connects the First Land to the main road.
- D. By an Agreement dated 7<sup>th</sup> January, 2015, hereafter referred to as the "**First Development Agreement**", registered with the ARA-I, Kolkata in Book No.I, CD Volume No.10, Pages from 882 to 920, Being No. 03631 for the year 2015, the First Owners had appointed the Developer to develop the First Land, inter alia, on the following terms:
  - (i) No construction will be made over the Connecting Land, except for gates and rooms for the persons who will be guarding the gate, and it is to be used only



for ingress to and egress from the Original Project, hereafter referred to as the "**Connecting Area Easement Right**".

- (ii) The Developer will construct residential, commercial and/or residential-cum-commercial buildings, hereafter referred to as the "**Blocks**", each of which will consist of separate and self-contained enclosed spaces, hereafter called the "**Units**", sell these and collect all the proceeds from such sales.
  - (iii) In the event any of the First Owners or the Developer purchased any lands contiguous and/or adjacent to the First Land or, if any of them entered into any development arrangement for any lands contiguous and/or adjacent to the First Land, hereafter referred to as the "**Further Land**", besides the Connecting Area Easement Right, right of ingress and egress over the First Land, hereafter referred to as the "**Easement Rights of the Further Land**", will also be extended for the developmental works at the Further Land as also to the purchasers of the areas that will be transferred as exclusively usable, heritable and transferable immovable properties within the Further Land, hereafter referred to as the "**Further Land Purchasers**".
  - (iv) The developmental works over the Further Lands would be deemed to a part of the Original Project, and all such developmental works will be deemed to be part and parcel of a single project, hereafter called the "**Said Project**".
- E. By a Power of Attorney dated 7<sup>th</sup> January, 2015, hereafter referred to as the "**First Owners' POA**", registered with the A.R.A.-III, in Book No. IV, CD Volume No 6, Pages 3668 to 3700, Being No. 02442 for the year 2015, the First Owners had granted the Developer the necessary powers required for executing the Original Project.
- F. The Second Owners amongst themselves initially owned the plots of land more fully described in **Schedule-C** hereunder written, shaded '**LIGHT BLUE**' in the annexed **Plan-A** and hereafter referred to as the "**Second Land**".

G. The Second Owners were in the know of the First Development Agreement and the Original Project, especially that in the event they appointed the Developer to develop the Second Land, the same would be added to the Original Project and become part and parcel thereof. In contemplation of awarding the developmental rights of the Second Land to the Developer and to aid the constructional works of the Said Project:

- (i) By a Memorandum of Agreement dated 14<sup>th</sup>/18<sup>th</sup> July, 2017, registered with the A.D.S.R. Bishnupur in Book No. I, Volume No.1613-2017, Pages from 72811 to 72848, being No. 161303787 for the year 2017, hereafter referred to as the "**BSNL Arrangement**", the Second Owner having Serial Nos. 94, 95 and 96, inter alia, had jointly handed over to the Bharat Sanchar Nigam Limited, hereafter called "**BSNL**", free of cost the plot of land more fully described in **Schedule-D** and shaded '**ORANGE**' in the annexed **Plan-A** and hereafter referred to as the "**BSNL Land**", owned by them for obtaining the 'no objection certificate' to construct buildings up to the height of 80 (eighty) Metres, inter alia, within the First Land and the Second Land, where the Developer at its cost would construct a tower and a room with attached toilet. BSNL had to be also given the right of way from the public main road to the BSNL Land, again without any cost, inter alia, for ingress and ingress thereto and for laying of various cables, lines and wires to the BSNL Land.
- (ii) By a gift dated 30<sup>th</sup> July, 2018, registered with the A.R.A.-I, in Book No. I, Volume No. 1901-2018, Pages 257513 to 257561, being No. 190106187 for the year 2018 the Second Owners Nos. 97, 98 and 99 had jointly gifted to M/s West Bengal State Electricity Distribution Company Limited, hereafter called as "**WBSEDCL**", out of the Second Land the plot of land more fully described in **Schedule-E** and shaded '**PINK**' in the annexed **Plan-A** and hereafter referred to as the "**WBSEDCL Land**", to ensure supply of electric power, inter alia, to the First Land and the Second Land.

H. Thereafter, by an Agreement dated 10<sup>th</sup> October, 2018, hereafter referred to as the "**Second Development Agreement**", registered with Additional Registrar of Assurances -I, Kolkata in Book No. I, CD Volume No. 1901-2018, Pages from 330635 to 330808, Being No. 190108008 for the year 2018, the Second Owners had appointed the Developer to develop the Second Land, save the BSNL Land and the WBSEDCL Land, which plot of land is more fully described in **Schedule-F** and shaded 'LIGHT BLUE' in the annexed **Plan-A** and hereafter referred to as the "**Second Owners' Developable Land**", inter alia, on the following terms:

- (i) The Developer will construct residential, commercial and/or residential-cum-commercial Blocks, sell the Units therein and collect all the proceeds from such sales.
- (ii) In the event any of the Second Owners or the Developer purchased any lands contiguous and/or adjacent to the Second Owners' Developable Land or, if any of them entered into any development arrangement for any lands contiguous and/or adjacent thereto, hereafter referred to as the "**Second Further Land**", besides the Easement Rights of the Further Lands mentioned in the First Development Agreement, easement rights over the common areas of the Second Further Land would also be extended to all the acquirers Units within the Second Further Land.
- (iii) The developmental works over the Second Further Lands would be also be deemed to be a part and parcel of the Said Project.
- (iv) Although the Developer will include the 7.5 Meter wide passage more fully described in **Schedule-G** and shaded '**GREY**' in the annexed **Plan-A**, hereafter referred to as the "**Exclusive Passage**", in the Said Project and utilise its area to avail F.A.R. but to ensure that the covenants of the Second Owner Nos. 94, 95 and 96 contained in the BSNL Arrangement is adhered to at all times, no construction will be made thereon, the same will not be included within the 'Common Areas' of the Said Project though however all Purchasers of Saleable Areas within the Said Project as also those within the

Second Further Land, if any, will have the right of way for ingress and egress with men, servants and agents with vehicles over the same along with BSNL.

- I. By a Power of Attorney dated 31<sup>st</sup> October, 2018 hereafter referred to as the "**Second Owners' POA**", registered with the Additional Registrar of Assurances -III, Kolkata, in Book No. IV, Volume No 1903-2018, Pages 196579 to 196620, Being No. 190306876 for the year 2018, the Second Owners have granted the developer the necessary powers required for developing the Second Owners' Developable Land in the manner as stated above.
- J. The Vendors are developing the First Land, the Connecting Land and the Second Owners' Developable Land, hereafter collectively referred to as the "**Said Land**", more fully described in the **Schedule-H** hereunder written, shaded '**RED**' in the annexed **Plan-A** in the following manner:
- i) It will be a gated complex named "**DTC Southern Heights**", hereafter referred to as the "**Complex**".
  - ii) The Connecting Land will be used only for ingress to and egress from the Complex having the bare minimum constructions like the gate at the entrance from the Diamond Harbour Road and the guard room for the security personnel manning that gate.
  - iii) The entirety of the Complex will not be developed at a time but in different portions, hereafter referred to as the "**Phases**".
  - iv) There will be places for parking of cars and two wheelers, hereafter referred to as the "**Parking Spaces**", which will be covered, open and mechanised as sanctioned. The Parking Spaces will be sold along with the Units and will form an integral part thereof but the same may not be in the same Phase as that of the Unit.

- v) Certain portions of each Phase will be earmarked for the common use and enjoyment, hereafter referred to as the "**Phase Common Portions**". The Unit owners and occupiers of all the Phases will be entitled to use and enjoy the Phase Common Portions of all the other Phases so that upon completion of the entirety of the Complex, all the Phase Common Portions together will become the common portions of the Complex, hereafter referred to as the "**Complex Common Portions**".
  - vi) After completion of each Phase, an association of the purchasers of the Units of that Phase will be formed, hereafter called the "**Phase Associations**". The owners of all Units will compulsorily become members of the Phase Association of the Phase within which its Unit is situated. Till formation of the Phase Association of any particular Phase, the Developer shall manage and maintain the Phase Common Portions of that Phase and upon formation of its Phase Association, the Developer shall handover the management and maintenance of that Phase to its Phase Association. Upon completion of all the Phases, all the Phase Associations will form one single association, hereafter called the "**Complex Association**", who will then manage and maintain the Complex Common Portions. Upon formation of more than two Phase Associations, the then existing Phase Associations may be amalgamated to form the Complex Association and the Common Portions of such Phases will also be amalgamated. In such an event, upon completion of any other Phase, the owners having Units in such a completed Phase will be inducted as members of the Complex Association and the Phase Common Portions of that Phase brought under the Complex Association.
  - vii) There will be a club, hereafter the "**Club**", in the Complex for the recreational activities for only the owners and occupiers of the Units in the Complex which will be part of the Complex Common Portions.
- K. The Developer had the plan for one of the Phases of the Complex, hereafter called the "**Said Phase**", to be constructed on the portion of the Said Land

described in **Schedule-I** and shaded 'RED' in the annexed **Plan-A** and hereafter referred to as the "**Said Phase Land**", duly sanctioned by the Zilla Parishad, 24-Parganas (South) and the Kulerdari Gram Panchayat, Bishnupur-1 Block, 24-Parganas (South), hereafter called the "**Sanctioning Authority**". The Said Phase was duly registered under the West Bengal Housing Industry Regulation Act, 2017, hereafter referred to as the "**Said Act**", being Registration No. \_\_\_\_\_, dated \_\_\_\_\_.

- L.** Thereafter, by a registered agreement for sale, the date and registration details whereof are mentioned in **Schedule-L** and which is hereafter referred to as the "**Sale Agreement**", the Purchaser had agreed to purchase and the Vendors had agreed to sell the Unit and such other rights appurtenant thereto as also more fully described in **Schedule-M** hereto and hereafter referred to as the "**Said Apartment**", at and for the price mentioned in **Schedule-N**, hereafter referred to as the "**Total Price**", and such other terms and conditions as mentioned in the Said Agreement. The Block Common Portions of the Block in which the Unit of the Purchaser is situated are mentioned in **Schedule-J** and the Phase Commons of the Said Phase are detailed in **Schedule-K**.
- M.** The Completion Certificate [Occupancy Certificate, Partial Completion Certificate, and Partial Occupancy Certificate] in respect of the Said Block in which the Unit of the Purchaser is situated has been granted by the Sanctioning Authority on \_\_\_\_\_.
- N.** The Developer had thereafter caused the carpet area of the Unit of the Purchaser to be measured whereupon the same was found to be less than the carpet area mentioned in the Sale Agreement. The Developer therefore refunded to the Purchaser the excess money paid by it along with the prescribed interest thereon at the rate and within the time stipulated therefor in the Rules under the Said Act and the refunded amount is mentioned in **Part-I** of **Schedule-O**, hereafter referred to as the "**Reduced Carpet Area Amount**". The amount for which the Said Apartment is now being sold by the Vendors to

the Purchaser is mentioned in **Part-II** of **Schedule-O** and hereafter referred to as the "**Said Consideration**".

OR

The Developer had thereafter caused the carpet area of the Unit of the Purchaser to be measured whereupon the same was found to be more than the carpet area mentioned in the Sale Agreement. The Developer had therefore demanded the amount mentioned in **Part-I** of **Schedule-O** hereafter referred to as the "**Excess Carpet Area Amount**", being the excess money to be paid by the Purchaser as prescribed in the Rules under the Said Act. The Purchaser has duly paid the Excess Carpet Area Amount and the amount for which the Said Apartment is now being sold by the Vendors to the Purchaser is mentioned in **Part-II** of **Schedule-O** and hereafter referred to as the "**Said Consideration**".

OR

The Developer had thereafter caused the carpet area of the Unit of the Purchaser to be measured whereupon the same was found to be the same as mentioned in the Sale Agreement and the amount for which the Said Apartment is now being sold by the Vendors to the Purchaser is the Total Price and is again mentioned in **Schedule-O** and hereafter referred to as the "**Said Consideration**".

- O. The Vendors had duly offered to hand over possession to the Purchaser of its Unit within the time specified therefor and the Purchaser shall, for all purposes, be deemed to have taken possession of its Unit on the date mentioned in **Schedule-R**, hereafter referred to as the "**Possession Date**".
- P. In pursuance of the above, this Deed of Conveyance is now being executed by the Vendors in favour of the Purchaser to give effect to the transfer by way of sale of the Said Apartment.

**NOW THIS DEED WITNESSES as follows:**

- I. **SALE:** In pursuance of the Sale Agreement and in consideration of the Purchaser having paid the entirety of the Said Consideration mentioned in **Schedule-O** and agreeing to observe and perform all the terms and conditions herein mentioned, the Vendors and each of them doth hereby jointly sell, grant, convey and transfer **ALL THAT** the Said Apartment more fully described in **Schedule-M** hereto **AND** the pro-rata share of the Said Land, the Block Common Portions and the Phase Common Portions, to be used by the Purchaser in common with the purchasers and/or occupiers of all the Units of the Said Project together with all easements, rights and appurtenances belonging thereto **AND TO HAVE AND HOLD** the Said Apartment absolutely and forever as its exclusive owner free from all encumbrances, *subject however to* the Purchaser observing and performing all its specific covenants, stipulations, restrictions and/or obligations mentioned herein which shall be covenants running with the Said Apartment in perpetuity.
- II. **Acceptance and Acknowledgement:** The Purchaser doth hereby, agree, accept and covenant with each of the Vendors as follows:
- (i) **Inspection of Plan, Fixtures, Fittings:** The Purchaser has, *inter alia*, inspected, perused and/or verified:
- (a) All the documents relating to the title of the Vendors to the Said Land.
- (b) All the documents, *inter alia*, the First Development Agreement and the Second Development Agreement, relating to the right of the Developer to execute the Said Project.
- (c) The plan of the Unit of the Purchaser, the Said Block and the Said Phase as sanctioned by the Sanctioning Authority.
- (d) The construction and workmanship of the Said Block and the Unit of the Purchaser and the condition and description of all the fixtures and fittings



installed and/or provided therein and also as to the amenities and facilities appertaining to the Said Apartment.

- (e) The measurement of the Carpet Area of the Unit of the Purchaser.
- (ii) **Satisfaction:** The Purchaser hereby declares that it is fully satisfied with all the above and shall never raise any objection with regard to any of the above.
- (iii) **Complex Common Portions:** In case the Vendors add any Second Further Lands to be part and parcel of the Complex, the Purchaser shall allow unhindered access to the Vendors and their men, servants and agents over and/or through the Complex Common Portions for the constructional works thereon and, after completion thereof, the common portions of such additional areas will form part of the Complex Common Portions and the existing Unit owners and/or occupiers of the Complex as also those of the Further Land, will use and enjoy such enlarged Complex Common Portions in common with each other.
- (iv) **Limited Common Areas & Facilities:** In the event the Vendors reserve and allot any part or portion of the Complex Common Portions for the purchaser of any Unit in accordance with provisions of the West Bengal Apartment Ownership Act, 1972, the Purchaser shall not raise any objection thereto.

### III. Association:

- (i) The Vendors shall cause an association of the purchasers of the Units of the Said Phase to be formed, hereafter called the "**Phase Association**". All Unit owners of the Said Phase, including the Purchaser, shall compulsorily become members of the Phase Association as and when the same is formed.
- (ii) Upon completion of construction of each of the Phases, the Vendors shall cause similar associations to be formed of the Unit owners of such completed Phases.

- (iii) Upon completion of all the Phases, all the Phase Associations will form one single association, hereafter called the "**Complex Association**".
- (iv) The Phase Association or the Complex Association, as the case may be, shall ultimately be in charge of and be responsible for the management and maintenance, including the upkeep, hereafter referred to as the "**Maintenance**", of the Phase Common Portions or the Complex Portions, as the case may be.
- (v) As and when construction of any new Phase is completed and the possession of the Units handed over to their respective owners, the owners of such new Phase may be inducted into the already existing Phase Association so that the already existing Association can execute the Maintenance of all the completed Common Portions of the Complex and upon completion of the Said Project this existing Phase Association automatically becomes the Complex Association.
- (vi) The concerned Association may execute the Maintenance by itself and/or by engaging one or more agencies, hereafter referred to as the "**Other Agencies**".
- (vii) In case the Vendors add any Second Further Lands to be part and parcel of the Complex, similar associations may be formed for the completed constructional Phases upon such Second Further Lands. If formed, these associations will also become part of the Complex Association. Upon completion of construction of any Phase on the Second Further Lands, its common portions may be immediately added in the Complex Common Portions and the owners of the Units of such Phase be inducted in the Complex Association.
- (viii) In respect of the Phase Association and/or the Complex Association, as the case may be, the Purchaser shall:

- (a) Accept, without any objection of any nature whatsoever, the rules and regulations of the concerned Association hereafter called the "**Association Rules**".
  - (b) Diligently observe, perform and abide by all the Association Rules.
  - (c) Co-operate with the concerned Association and its other members in all activities.
  - (d) Pay all the charges, costs and fees as be levied by the concerned Association for the Maintenance, hereafter referred to as the "**Maintenance Charge**", that will be levied upon the Purchaser from time to time, at the rates and within the due dates for payment as be fixed by the concerned Association.
  - (e) Bear and pay pro rata share of any legal, statutory and/or incidental costs that the concerned Association may have to bear for any part or portion of the Complex.
- (vii) The Purchaser hereby declares that it accepts that the outstanding Maintenance Charges or any other costs and/or fees of the concerned Association shall be a charge on the Said Apartment.

**IV. Club:** The Club shall be a part of the Complex Common Portions. The Developer will initially manage it by itself or through its nominee or nominees, which can be an agency having knowledge, competency and expertise in running a Club. The Developer will hand over the management of the Club to the Complex Association upon its formation. All the purchasers of Units of the Complex will be members of the Club. All purchasers may request for additional membership to the Club for the occupants of their Units, which may be permitted by the Developer or the concerned Association on such terms and

conditions as the Developer or the concerned Association may deem fit and proper, which will, inter alia, be as under:

- (i) If the Purchaser is a Body Corporate or a Partnership firm or a HUF or any other Association of Persons, it will be required to nominate the occupier of the Unit as the member of the Club.
- (ii) If the members bring guests to use the Club facilities, they will be required to pay guest charges and this will be governed by the rules and regulations of the Club.
- (iii) Some of the facilities at the Club shall be available to the members, subject to payment only of the Monthly Subscription, while other facilities will be available on "pay and use" basis over and above the Monthly Subscription.
- (iv) Detailed terms and conditions of the Club membership, different charges and rules and regulations governing the usage of the Club will be formulated in due course and circulated to all the members and the same will be binding on all the members, including Additional Members.
- (v) The Purchaser hereby accepts that all the facilities of the Club may not be ready or operational for use as on the Possession Date and that as soon as any of the Club facilities becomes operational, use thereof shall immediately be made available to the Purchaser.
- (vi) If the Said Apartment is transferred, the Purchaser's membership of the Club will automatically stand transferred to its transferee and the Purchaser's membership and those of its additional members, if any, will automatically stand cancelled.

**V. Maintenance of the Common Portions:** The Developer shall carry out the Maintenance till such time the Phase Association is formed and it may do so either directly or by engaging one or more Other Agencies. After the formation

of the Phase Association, the Developer shall hand over the Maintenance to it. In case the Developer has been carrying on the Maintenance, or any part or portion thereof, through one or more Other Agencies, such Other Agencies shall automatically come under the Phase Association. Upon formation of the Complex Common Portion, it will take over the Maintenance and the Other Agencies shall also come under it.

**VI. Maintenance Charge:** The Purchaser shall pay the Maintenance Charge from the Possession Date mentioned in **Schedule-R**. The rate of the Maintenance Charge at any given point of time will be fixed on the then prevailing market prices, costs and/or rates. The Maintenance Charge and all other charges that the Purchaser will be required to pay will be calculated on the Super Built-Up Area of the Unit of the Purchaser mentioned in **Schedule-M**. In case the Purchaser defaults in making any payment to the Developer, Phase Association or the Complex Association, as the case may be, within the time stipulated to make such payment, hereafter referred to as the "**Default Amount**", the Developer, Phase Association or the Complex Association, as the case may be, shall be entitled to withhold all or any of the utilities, facilities and/or services to the Purchaser till the entire Default Amount and the interest thereon is paid. The Developer, Phase Association or the Complex Association, as the case may be, shall further be entitled to charge interest on the Default Amount or the unpaid part or portion thereof, @ 2% (two per cent) per month, compoundable monthly, till the Default Amount including damages suffered or costs incurred due to delay in making payment of the Default Amount or for realisation of the Default Amount is fully paid.

**VII. Manner of Maintenance:** Till such time the Developer is in charge of the Maintenance, the Purchaser shall abide by such Rules and Bye Laws as be framed by the Developer Maintenance of the Phase Common Portions and the Club, if completed, with such restrictions as be necessary and deemed fit by the Developer.

**VIII. Maintenance Security Deposit:** To secure the payment of the Maintenance Charge, at or before execution hereof, the Purchaser has deposited the amount mentioned in **Schedule-P** being Rs.2.50 per Square Feet of the Super Built Up Area of the Unit of the Purchaser for 12 (twelve) months hereafter referred to as the "**Maintenance Security Deposit**". In case the Purchaser defaults to timely pay any payment whatsoever to be made by it to the Developer, the Phase Association or the Complex Association, as the case may be:

- (i) The Developer, the Phase Association or the Complex Association, as the case may be, shall be entitled to utilise such part or portion of Maintenance Deposit to adjust any recoverable dues from the Purchaser.
- (ii) In the event, any part or portion of the Maintenance Deposit has to be utilised by the Developer, the Phase Association or the Complex Association, as the case may be, the Purchaser shall be bound to replenish the withdrawal amount within the time as demanded by the Developer, the Phase Association or the Complex Association, as the case may be.
- (iii) As and when the Maintenance Charge is increased, the Purchaser shall be asked to pay such further sum towards this Maintenance Security Deposit so that at all material times it is equal to 12 (twelve) months Maintenance Charge for the Unit of the Purchaser.
- (iv) The Developer shall transfer/hand over the Maintenance Security Deposit without any interest, after adjustment/recovery of any dues if any, to the Phase Association at the time of handing over the Maintenance to it.

**IX. Sinking Fund:** For creation of a maintenance corpus for major repairs, renovation and/or reconstruction of any part or portion of the Complex Common Portions, and/or for similar other eventualities, hereafter referred to as the "**Sinking Fund**", at or before execution hereof the Purchaser has deposited the amount mentioned in **Schedule-Q** being Rs.2.50 per Square Feet of the Super Built Up Area of the Unit of the Purchaser for 12 (twelve) months.

The Developer shall deposit the Sinking Funds received from all the purchasers in fixed deposits without requiring the express consent or approval of the Purchaser. The Sinking Fund together with accruals thereon (net of Income Tax) will be handed over to the Complex Association upon its formation after deducting therefrom the expenses, if any, incurred by the Developer on account of any repairs, renovation and/or reconstruction of any part or portion of the Complex Common Portions. The Complex Association may ask the Purchaser, along with all the other owners of the Units, to pay such further sums, calculated on the Super Built-Up areas of their Units, towards the Sinking Fund if in its opinion the deposit in it should be increased.

- X. Right to enter the Apartment for repairs:** The Developer, the Phase Association or the Complex Association, as the case may be, shall have the unrestricted access rights to all the Common Portions, covered Parking Spaces for providing necessary maintenance services. For providing Maintenance to the Block Common Portions and to set right any defect in any portion thereof or any of the other Units in the Said Block, the Purchaser agrees to permit the Developer, the Phase Association or the Complex Association, as the case may be, to enter into the Unit of the Purchaser or any part thereof, after due notice but during the normal working hours, unless the circumstances warrant otherwise.
- XI. Compliance with respect to the Unit:** After taking possession of its Unit, the Purchaser shall:
- (i) Be solely responsible at its own costs and expenses to maintain its Unit and keep it in good repairs and condition and shall not do or suffer to be done anything therein or in the Said Block or any part or portion thereof, including without limitation, its staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority.

- (ii) Not make any changes or any additions or alterations to its Unit and keep the same, its walls and partitions, electrical fittings, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition to ensure that the support, shelter etc. of the Said Block is not in any manner whatsoever damaged or jeopardized.
- (iii) Not remove any wall, including the outer and load bearing walls of its Unit.
- (iv) Not put any sign board/name plate, neon light, publicity material or advertisement material etc. on any part or portion of the Said Block, any other Block or anywhere within the Complex Common Portions.
- (v) Not change the colour scheme of the outer walls or painting of the any portion of the Said Block or the windows or carry out any change whatsoever in the design of the Unit of the Purchaser that may cause any change anywhere in the Said Block.
- (vi) Not store any hazardous or combustible goods in its Unit or place any heavy material in its Unit or anywhere or in the common passages or staircase of the Said Block that may damage the structure of the Said Block.
- (vii) Plan and have the electrical load in its Unit distributed in such a manner that the same is in conformity with the electrical systems installed by the Developer, the Phase Association or the Complex Association, as the case may be.
- (viii) Not dry or allowed to be dried any clothes etc in the verandah or balcony of its Unit, if it has one, to maintain the aesthetics of the Said Block.
- (ix) Always keep the balcony or the verandah of its Unit, if it has one, open and not cover it with glazed glass or grill or otherwise so as to enclose the space.
- (x) Not interfere with the elevation or façade of the Said Block and maintain the design intent of the architect of the Said Project.



- (xi) Not divide or separate nor claim division or separation of any part or portion of the Complex Common Portions and use the same in common along with other occupants of the Complex without causing any inconvenience or hindrance to any of them.
- (xii) Be solely responsible for any loss or damage arising out of breach of any of the aforesaid conditions.

**XII. The Vendors doth hereby covenant with the Purchaser as follows:**

- (i) **Further Assurance:** The Vendors in future shall, at the request and cost of the Purchaser, execute such documents that may be required for perfecting and bettering the title of the Purchaser to the Said Apartment or for more effectually transferring the Said Apartment to the Purchaser.
- (ii) **Receipt:** The Vendors have received the entirety of the Said Consideration mentioned in **Schedule-O for selling** the Said Apartment to the Purchaser and the Vendors do hereby jointly and severally and by the Memorandum of Consideration below confirm, admit and acknowledge the receipt thereof and do hereby further release and relinquish all their respective rights, title and/or interests in the Said Apartment in favour of the Purchaser.
- (iii) **Title:** The Vendors have good right, full power and absolute authority to sell, transfer and convey the Said Apartment.
- (iv) **Same Terms:** The Vendors shall sell all the Units in the Complex with the selfsame covenants and stipulations as herein contained which covenants will run in perpetuity with the all the Units of the Said Project, to be observed and performed by their respective owners.
- (v) **Defect Liability:** In the event of any structural defect or any other defect in the workmanship, quality or provision of services or any other obligations of the Vendors as per the Sale Agreement is brought to the notice of the Vendors within a period of 5 (five) years from the Possession Date, the

Vendors will rectify such defects without further charge *provided however*, they shall not be held liable or responsible for any defects and to rectify the same in any of the following circumstances:

- (a) If the Purchaser has made any changes, modifications and/or alteration in the internal plumbing pipes and/or any fittings and/or fixtures, or the walls and/or the floor tiles of its Unit, then any defect in waterproofing, cracks, in the plumbing pipes, and/or fittings and/or fixtures, the development of which can be directly or indirectly attributable to the changes so made including but not limited to any damage done during such interior work.
- (b) If the Purchaser has made any changes, modifications and/or alteration in the electrical lines then any defect in the electrical lines that can, directly or indirectly, be attributable to the changes, modifications and/or alterations so made including but not limited to the damage to the concealed electrical wiring during interior work.
- (c) If the Purchaser has made any changes, modifications and/or alterations to any of the doors, their fittings, and/or other related items of its Unit, then any defect of such door, including its lock or locking system or alignments or any other related defects, that can be attributable directly or indirectly to the changes, modifications and/or alterations so made.
- (d) If the Purchaser has made any changes, modifications and/or alterations to any of the windows, their fittings and/or other related items of its Unit, then any defect of such window, its locks or alignment, or seepage from such a window or any other related defects which can be attributable directly or indirectly due to such changes, modifications and/or alterations.

- (e) If the Purchaser has made any alterations and/or changes in its Unit during execution of the interior decorations or fit-outs of its Unit then defects like damp, hair line cracks, breakage of the floor tiles or other defects that can be attributable, directly or indirectly, to be in consequence of such alterations and/or changes.
- (f) If the damages are to any glass pane of the windows and/or louvers and/or any defects of the doors and/or windows, including without limitation their fittings like locks or locking systems or alignments, which is caused due to any external impact or forces, other than the forces required to normally operate such doors and/or windows, or if cracks develop between the door frame and the wall due to impacts caused due to improper handling or external impact or forces.
- (g) If there are scratches or damages to the floor or wall tiles due to wear and tear or direct or indirect impact on the floor or the wall tiles.
- (h) If the waste pipes or waste lines from the basins or floor traps get choked due to accumulation of garbage or dust or otherwise due to improper usage or maintenance.
- (i) If the damage is of a nature attributable to installation of air-conditioners, whether indoor or outdoor units, directly or indirectly.
- (j) Damages in pipelines or electrical lines during installation of any furniture or fixtures or any electrical installations or any other household equipments due to improper drilling or otherwise, whether directly or indirectly.
- (k) Any changes, modifications and/or alterations made in the openable/Non-openable/balcony MS grills or the grills that are required to be maintained properly and are not done so.

- (l) Damages caused due to non-maintenance of such things or items or fixtures which require regular maintenance and which gets damaged due to such non-maintenance.
- (m) Normal cracks developing on the joints of brick walls and/or RCC beams and/or columns due to different coefficient of expansion and contraction of materials.
- (n) If the defect in the materials, fittings, equipments, and/or fixtures provided are owing to any manufacturing defect or for not proper maintenance thereof or changes made by the Purchaser is not in the manner in which the same are required to be maintained or changed, as the case may.
- (o) If the defect is certified by the Architects or the concerned structural engineers for the Said Project to be not manufacturing defects and/or arising due to bad workmanship and/or bad quality of materials used.
- (p) If the Purchaser has used its Unit for any purposes other than residential.

*Provided that* notwithstanding anything contained hereinabove, in case the Purchaser alters the state and/or condition of the area of the purported defect without first notifying the Developer and without giving the Developer the opportunity to inspect, assess and/or determine the nature of the purported defect complained of, the Vendors shall not be responsible for such Defect Liability.

**IX. Purchaser's Covenants:** The Purchaser do hereby agree, accept and covenant with each of the Vendors as follows:

- (i) **Objection:** The Purchaser shall not ever hereafter raise any objection and/or complaint whatsoever regarding without limitation about the designs, layout, accommodation, specifications, fittings and fixtures in the Said

Apartment or any part or portion thereof, the amenities, utilities and/or facilities provided therein and/or in the Said Block, the Phase Common Portions or the Complex Common Portions, or the carpet area of its Unit.

- (ii) **Apportionment:** The Purchaser shall not question any apportionment of the Maintenance Charge or any other expense or matter on the basis of the Super Built Up Area of its Unit.
- (iii) **Completion of the Complex:** The Purchaser has fully comprehended and is aware that further constructional works will have to be carried on for the other Phases and the Second Further Lands, if any, and for that purpose, while such construction will be in progress, the Purchaser shall not raise any objection of any nature or kind whatsoever.
- (iv) **Permission for further Construction:** The Purchaser hereby specifically grants each of the Vendors the right, power and authority and consents to the Vendors amalgamating further areas to the Said Land and the Said Project and make further constructions in such amalgamated added areas using the FAR for the entire area, that is, the totality of the Said Land and the lands amalgamated to it and hereby declares that it shall never claim any right title and/or interest over or in respect of any such additional constructions that the Vendors, or any of them, may make in the areas that will be amalgamated to the Said Land and the Purchaser shall not obstruct in any manner whatsoever to such construction work by obstructing the passage of men, materials, servants and/or vehicles engaged for carrying on such construction work or by any other means whatsoever.
- (v) **Parking:** The Purchaser shall park its car or two wheeler, as the case may be and if any, at such place within the Complex as the Developer shall earmark and shall not disagree to do so or oppose the decision of the Developer in this regard or disagree to park at the place stipulated by the Developer.

- (vi) **Parking Allotment:** The Purchaser hereby consents that where the right to Park in an Open Parking Space has been granted, the place for parking initially allotted may be provisional and in such a case:
- (a) The final allotment will be done after completion of one or two of the other Phases.
  - (b) The Car Park of the Purchaser may be in a different Phase than in the Said Phase.
  - (c) The Purchaser shall not raise any objection of whatsoever nature or kind to such allotment even if such allotment be in a Mechanical Car Parking System for which however the Purchaser shall not have to bear or pay any additional cost for installation but shall have to pay the charges for maintaining the same.
- (vii) **Utilities:** The Purchaser grants specific non-revocable authority to the Vendors and to the Complex Association, as the case may be, to decide the manner and place of laying the utilities for the Complex including without limitation sewerage, electric lines, water pipes, cables and gas lines.
- (viii) **Purpose of Use:** The Purchaser shall not use or allowed to be used its Unit or its Car Park, if any, or any parts or portions of either of these to be used for any office, club, meeting, conference hall, school, clinic, guest house, boarding/lodging house, catering place, restaurant or other public purpose or any other non-residential purpose but use the same only for residential purposes.
- (ix) **Car Park Restriction:** The Purchaser shall not use or allow its Car Park, if any, to be used for any other purpose but for parking of cars or two-wheelers and sell the same only along with its Unit *provided however* it

may, with the prior permission of the Developer, the Phase Association or the Complex Association, as the case may be, allow its temporary use to any person having an Unit in the Complex.

- (x) **Change of Interior Layout:** The Purchaser shall not make any structural addition or alteration in its Unit without first obtaining due clearance/permission of the Sanctioning Authority and commence the work of such addition and/or alteration only after due intimation to the Developer or the Complex Association, as the case may be.
- (xi) **Interiors of its Unit:** The Purchaser shall not change the external façade including position of the windows, colour scheme of the varandah or balcony of its Unit, if there be one, nor the overall ambience of the Complex in any manner whatsoever.
- (xii) **Installations:** The Purchaser shall not install any apparatuses including without limitation antennas, dish or otherwise, anywhere outside its Unit, including its outer walls, without the prior written permission of the Developer, the Phase Association or the Complex Association, as the case may be.
- (xiii) **Installation of Air Conditioners:** The Purchaser shall not install air-conditioners anywhere in its Unit except at the places earmarked therefor.
- (xiv) **Heavy Goods:** The Purchaser shall not keep any item of heavy load in its Unit which may cause structural damage to the Said Block.
- (xv) **Signage of the Vendors:** The Purchaser shall not in any manner whatsoever obstruct the Developer and/or any of its agents from affixing its signage at the roof top of Said Block, the cost of installation and the running electrical cost for which shall be borne and paid by Developer and/or its agents.

- (xvi) **Registration Cost for Common Portions:** Although the pro rata shares of the Said Land and the Complex Common Portions is hereby being transferred to the Purchaser, upon formation of the Complex Association it will be deemed that the right, title and interest to these have been transferred to that Association. However, in the event the share of the Purchaser in the Said Land and in the Complex Common Portions are required to be separately transferred to the Complex Association by operation of any statute, the Purchaser shall be bound to pay the pro rata cost of Stamp Duty, Registration Fees and incidental cost for such registration.
- (xvii) **Insurance Cost:** In the event any part or portion of the Complex is to be insured, the cost of premium and other expenses for such insurance shall be included in the Maintenance Charge and the Purchaser shall not object to the same.
- (xviii) **Good Repairs:** The Purchaser shall keep its Unit and the Parking Space, if any, and every part thereof and all fixtures and fittings therein properly painted and in good repairs and in a neat, clean and decent condition and use the Complex Common Portions for the purpose for which it is meant unless otherwise approved by the Developer or the Complex Association, as the case may be.
- (xix) **Sign & Execute:** As and when called upon to do so, the Purchaser shall execute and sign such forms, give such authorities and render such co-operation as may be required by the any of Vendors, the Phase Association or the Complex Association, as the case may be, for the common purposes and/or in the common interest of the Complex and/or in way in pursuance thereof.
- (xx) **Harm or Damage:** The Purchaser shall not cause any harm or damage any part or portion of the Complex Common Portions or any of the other



Units or the Said Block by making any modification and/or alterations and/or withdrawing any support or otherwise.

- (xxi) **Accumulation:** The Purchaser shall not throw, cause or allow accumulation of any dust, rubbish or other refuse or place any article or objects including Shoe Rack or any similar things in the Block Common Portions, save at the places if earmarked therefore by the Developer or the Phase Association.
- (xxii) **Nuisance:** The Purchaser shall not do or allow or permit to be done any act, whether of commission or omission, which may cause or likely to cause nuisance or annoyance to any of the occupiers of the Complex.
- (xxiii) **Affixing:** The Purchaser shall not put up or affix any sign board, name plate or other things or other similar articles anywhere in the Complex Common Portions or outside walls of the Said Block or any of the other Blocks save at the places provided or approved therefore *provided however* that the Purchaser shall not be prevented from displaying a small and decent name-plate outside the main door of its Unit.
- (xxiv) **Storing:** The Purchaser shall not keep, store, carry on or cause to be kept, stored or carried on any offensive, combustible, obnoxious, hazardous or dangerous articles in its Unit or anywhere in the Said Block or the Complex Common Portions that may be injurious or obnoxious to any occupier of the Complex.
- (xxv) **Drawing of Wires:** The Purchaser shall not affix, tamper or draw any wire, cable, pipe from, to or through any part or portion of the Complex Common Portions or outside walls of the Said Block without prior approval of the Developer or the Complex Association and in the event the Purchaser draws any wires directly to its Unit from outside the Said

Block, all responsibilities for any consequences therefor will solely be that of the Purchaser.

- (xxvi) **Question Payment:** The Purchaser shall not question the quantum of any amount levied upon it for payment by the Developer, the Phase Association or the Complex Association, as the case may be, on any account herein.
- (xxvii) **Partition:** The Purchaser shall not partition, cause or allow to be partitioned its Unit for any reason whatsoever.
- (xxviii) **Mutation:** The Purchaser shall allow the Vendors to have the Said Apartment mutated and apportioned in the name of the Purchaser and in this regard, the Purchaser shall:
  - (a) **Mutation Expenses:** Pay such amount as may be ascertained by the Developer therefor.
  - (b) **Impositions till Mutation:** Till such time the Said Apartment is mutated and taxes for it is separately assessed in the name of the Purchaser, pay pro rata share all rates, taxes, outgoings and/or impositions levied on the Complex and/or the Said Block which will accrue from the Possession Date.
  - (c) **Penalty:** Besides the Impositions mentioned in the immediate preceding Sub-Clause, also be liable to pay pro rata share of any penalty, interest, costs, charges and/or expenses.
- (xxix) **Easements:** The Purchaser shall not restrict the other occupiers of any of the other Units of the Said Block and, along with the owners of the other Units in the Said Block, allow each other the full and unrestricted enjoyment of the following:
  - (a) The right of ingress to and egress from their respective Units.

- (b) The right of passage of wires, cables and other equipments and of utilities including connections for water, electricity, telephone, internet and all other utilities to and through the ducts and spaces specifically provided therefor in the Block Common Portions.
  - (c) The right of support, shelter and protection of each portion of the Said Block by the other portions thereof.
  - (d) Such rights, supports, easements and appurtenances as are usually held, occupied or enjoyed as part or parcel of the Units or necessary for the exclusive use or enjoyment thereof by their respective occupiers in common with each other *subject however* to the conditions contained elsewhere herein.
  - (e) The right of the owners of the other Units in the Said Block, with or without workmen, and necessary materials, to enter into all parts of the Said Block and the other Units, including that of the Purchaser, for repairs at day time upon giving 48 (forty-eight) hours prior notice to the persons affected thereby *provided however* that no prior notice or timing shall be required in emergency circumstances.
- (xxx) **Ensure Abidance:** The Purchaser shall ensure that all its men, servants, agents and/or visitors also strictly abide by these Covenants of the Purchaser as also the Common Rules. For this purpose, persons temporarily engaged and/or employed by the Purchaser, directly or indirectly, or in any way connected to the Purchaser shall be considered to be its agents and the Purchaser shall be fully responsible and liable for all acts of omission or commission of all such persons as also its visitors.
- X. **MUTUAL COVENANTS:** The Parties hereto shall abide all laws, rules, regulations, notifications applicable to the Said Project.

**Schedule-A**  
**[First Land]**

**ALL THAT** the piece or parcel of Sali Land *TOGETHER WITH* all the rights, liberties, easements, privileges, advantages and appurtenances thereto containing an area of 932 Decimals (9 Acres and 32 Decimals), be the same a little more or less, comprised in several R.S. Dag Nos. and R.S. Khatian Nos. mentioned below in **Mouza Daulatpur**, P.S. Bishnupur, P.O. Joka, currently recorded in L.R. Khatian Nos. 3028, 3029, 3065, 3051, 3025, 3035, 3067, 3094, 3036, 3034, 3039, 3070,3023,3081,3038, 3033, 3042, 3044, 3020, 3043, 3037, 3031, 3030, 3032, 3048, 3064, 3019,3021, 3092, 3026, 3060, 3082, 3050, 3087, 3024, 3093, 3089, 3056, 3083, 3084, 4111, 3047, 3045, 3052, 3046, 3091, 3049, 3090, 3053, 3054, 3055, 3063, 3057, 3058, 3085, 3059, 3086, 3062, 3040, 3088, 3041, 3061, 3075, 3078, 3077, 3080, 3068, 3069, 3073, 3072, 3079, 3074, 3076, 3066, 3071, 3027 (previous L.R. Khatian No.2323 and before this 2231), J.L. No. 79, R.S. No. 341, Touzi Nos. 1299, 1774 and 1775, P.S. Bishnupur, under Kulerdari Gram Panchayat, District South 24 Parganas comprised in:-

<b>R.S. and L.R. Dag No.</b>	<b>R.S. Khatian No.</b>	<b>Total Land (in Acres)</b>
12 (part)	134 (part)	0.06
13 (part)	466, 467 & 285 (part)	1.75
18 (part)	571 (part)	0.09
19 (part)	363 (part)	0.12
21 (part)	439 & 239 (part)	0.23
24 (part)	439 & 239 (part)	0.67
25	470, 318, 468, 472, 467	2.72
26	96	1.48
56 (part)	134 (part)	0.75
55 (part)	268 (part)	1.45
		<b>9.32</b>

*TOGETHER WITH* all the rights, liberties, easements, privileges, advantages and appurtenances thereto as shown in the Plan annexed hereto and shaded '**RED**' thereon.

**Schedule-B**  
**[Connecting Land]**

**ALL THAT** the piece or parcel of Sali Land containing an area of 20 Decimals, be the same a little more or less, comprised in R.S. Dag No. 506 (part), corresponding to L.R. Dag No. 709 and R.S. Khatian Nos. 581, 582, 583 (Part), L.R. Khatian No.1682 (previously L.R. Khatian No.721) J.L. No. 23, R.S. No. 36, Touzi Nos. 3, 4 and 5, in **Mouza Hanspukuria**, P.S. Thakurpukur, P.O. Joka, District South 24 Parganas. *TOGETHER WITH* all the rights, liberties, easements, privileges, advantages and appurtenances thereto as shown in the Plan annexed hereto and shaded '**YELLOW**' thereon.

**Schedule-C**  
[Second Land]

**PART-I**  
[The DaulatpurMouza Land]

ALL THAT the piece or parcel of land containing an area of **9.64 Acres** (964 Decimals), be the same a little more or less, comprised in several R.S.& L.R. Dag Nos. and Khatian Nos. mentioned below, in **Mouza Daulatpur**, J.L. No. 79, R.S. No. 341, Touzi Nos. 1299, 1774 and 1775, P.S. Bishnupur, under Gram Panchayat Kulerdari, District South 24 Parganas:-

R.S. & L.R. Dag Nos.	R.S. Khatian Nos.	Previous L.R. Khatian Nos.	Nature of Land	Total Land (in Acres)
11	285	2381	Doba	0.11
12 (part)	134 (part)	2381	Sali	0.67
13 (part)	466, 467, 470& 285 (part)	2381	Sali	0.70
16	425	2381	Sali	0.57
17	358	2381	Sali	0.67
18 (part)	571 (part)	2381	Sali	0.31
19 (part)	363 (part)	2381	Sali	0.10
51	123	2381	Sali	0.33
52	112	2381	Danga	0.05
53	112	2381	Doba	0.06
54	122	2381	Sali	0.08
55 (part)	268 (part)	2381	Sali	0.67
56 (part)	134 (part)	2381	Sali	0.08
57	301	2381	Sali	0.62
58	479	2381	Sali	0.70
67(part)	126 (part)	2381	Sali	0.33
87	286, 279	2381	Sali	0.64
88	550	2381	Sali	0.66
89	580	2381	Sali	0.71
96	174, 508, 507	2381	Sali	0.75
98	192	2381	Sali	0.73

99	146	2381	Danga	0.10
			<b>Total:</b>	<b>9.64</b>

TOGETHER WITH all the rights, liberties, easements, privileges, advantages and appurtenances thereto as shown in the map or plan annexed hereto and shaded 'LIGHT BLUE' thereon.

**The above land is recorded in the names of the current owners in the following L.R. Khatian Nos.:**

Sl No	Name of The Owner	Dag No	Khatian No.
1	Dasvani Residency Private Limited	57,58,55	4383
2	Fence Promoters Private Limited	57,58,55	4382
3	Honeybee Devcon Private Limited	57,58,55	4384
4	Octal Complex Private Limited	57,58,55	4370
5	Sudama Complex Private Limited	57,58,55	4371
6	Lazerjet Complex Private Limited	57,58,55	4377
7	Kalyankari Niwas Private Limited	57,58,55	4378
8	Flyhigh Complex Private Limited	57,58,55	4372
9	Shrawan Hirise Private Limited	57,58,55	4379
10	Handshake Conclave Private Limited	57,58,55	4381
11	Streedom Real Estate Private Limited	57,58,55	4375
12	Montec Nirman Private Limited	57,58,55	4386
13	Rudresh Realtors Private Limited	57,58,55	4376
14	Serikos Enclave Private Limited	57,58,55	4388
15	Tripack Construction Private Limited	57,58,55	4389
16	Treeline Construction Private Limited	57,58,55	4374
17	Cyديو Developers Private Limited	57,58,55	4387
18	Navyog Developers Private Limited	57,58,55	4373
19	Polpit Real Estate Private Limited	57,58,55	4385
20	Revoke Nirman Private Limited	57,58,55	4380
21	Coactive Construction Private Limited	87,96,98, 99	4367
22	Utzsho Housing Development Private Limited	87,96,98, 99	4365
23	Jazz Realtors Private Limited	87,96,98, 99	4366
24	BellviewNiwas Private Limited	87,96,98, 99	4364
25	Seventh Sky Complex Private Limited	87,96,98, 99	4342
26	Nightangels Complex Private Limited	87,96,98,99	4341
27	Dies Devcon Private Limited	87,96,98,99	4335

28	Nettles Devcon Private Limited	53,87,96,98,99	4467
29	Bhumi Complex Private Limited	87,96,98,99	4464
30	Uniworth Complex Private Limited	11,87,96,98,99	4465
31	Blue Sky Niketan Private Limited	53,87,96,98,99	4466
32	Allworth Complex Private Limited	11,87,96,98,99	4468
33	Gameplan Tower Private Limited	87,96,98,99	4402
34	Sulochna Towers Private Limited	87,96,98,99	4403
35	Drishti Niwas Private Limited	87,96,98,99	4401
36	Jupiter Reality Private Limited	87,96,98,99	4394
37	Circular Niwas Private Limited	87,96,98,99	4397
38	Sandman Realcon Private Limited	87,96,98,99	4398
39	Accro Developers Private Limited	87,96,98,99	4393
40	Yellowline Infrastructure Private Limited	87,96,98,99	4399
41	Lemongrass Realtors Private Limited	87,96,98,99	4400
42	Youngest Realcon Private Limited	87,96,98,99	4392
43	Livehigh Towers Private Limited	11,87,96,98,99	4404
44	Navybeans Conclave Private Limited	12,13,18,19,56,88,89	4344
45	Skybeans Complex Private Limited	12,13,18,19,56,88,89	4343
46	Browline Estates Private Limited	12,13,18,19,56,88,89	4469
47	Greenlong Developers Private Limited	12,13,18,19,56,88,89	4405
48	Abstar Infracon Private Limited	12,13,18,19,56,88,89	4470
49	Fitina Realtors Private Limited	12,13,18,19,56,88,89	4421
50	Drove Projects Private Limited	12,13,18,19,56,88,89	4417
51	Windstrom Realtors Private Limited	12,13,18,19,56,88,89	4418
52	Subhpah Projects Private Limited	12,13,18,19,56,88,89	4356
53	Overween Estates Private Limited	12,13,18,19,56,88,89	4360
54	Greenwall Infracon Private Limited	12,13,18,19,56,88,89	4358
55	Shivpam Realtors Private Limited	12,13,18,19,56,88,89	4357
56	Wellpan Properties Private Limited	12,13,18,19,56,88,89	4348
57	Sunlike Developers Private Limited	12,13,18,19,56,88,89	4355
58	Vinicab Infraprojects Private Limited	12,13,18,19,56,88,89	4359
59	Shivpariwar Enclave Private Limited	12,13,18,19,56,88,89	4363
60	Motihari Real Estates Private Limited	12,13,18,19,56,88,89	4362
61	Bisque Constructions Private Limited	12,13,18,19,56,88,89	4361
62	Swarnyug Hirise Private Limited	12,13,18,19,56,88,89	4419
63	Dwarkapati Residency Private Limited	12,13,18,19,56,88,89	4420
64	AyushFinvest Pvt Ltd	12,13,18,19,56,88,89	4471

65	Brajbihari Complex Private Limited	12,13,18,19,56,88,89	4416
66	Vighnraja Complex Private Limited	12,13,18,19,56,88,89	4415
67	Firebrick Complex Private Limited	12,13,18,19,56,88,89	4407
68	Burlywood Construction Private Limited	12,13,18,19,56,88,89	4408
69	Lightcoral Complex Private Limited	12,13,18,19,56,88,89	4409
70	Mistyrose Construction Private Limited	12,13,18,19,56,88,89	4410
71	Thistle Complex Private Limited	12,13,18,19,56,88,89	4411
72	Elderberry Construction Private Limited	12,13,18,19,56,88,89	4406
73	Clementine Construction Private Limited	12,13,18,19,56,88,89	4472
74	Avocado Construction Private Limited	12,13,18,19,56,88,89	4412
75	Bufflehead Towers Private Limited	12,13,18,19,56,88,89	4413
76	Nectarine Complex Private Limited	12,13,18,19,56,88,89	4414
77	Glasseye Developers Private Limited	51,52,54,67	4340
78	Jyotshnadip Realty Private Limited	51,52,54,67	4336
79	Subinay Infrastructure Private Limited	51,52,54,67	4338
80	Triwave Developers Private Limited	51,52,54,67	4339
81	Superwell Real Estates Private Limited	51,52,54,67	4347
82	Mahalon Construction Private Limited	51,52,54,67	4346
83	Panchlok Realtors Private Limited	51,52,54,67	4337
84	Trinabh Infrastructure Private Limited	51,52,54,67	4345
85	Lossen Realty Private Limited	16,17	4519
86	Winterland Properties Private Limited	16,17	4513
87	Wellpan Infracon Private Limited	16,17	4514
88	Mishan Infraproperties Private Limited	16,17	4520
89	Quatre Realcon Private Limited	16,17	4512
90	Ekonkar Enclave Private Limited	16,17	4517
91	Kesuri Realty Private Limited	16,17	4516
92	Passim Nirman Private Limited	16,17	4522
93	Prevail Infracon Private Limited	16,17	4523
94	Onetouch Realcon Private Limited	16,17	4521
95	Indonep Developers Private Limited	16,17	4518
96	Holemart Properties Private Limited	16,17	4515
97	Gurunam Realtors Private Limited	16,17	4527

**PART-II**  
**[The Hanspukuria Mouza Land]**



**ALL THAT** the piece or parcel of 'Sali' land containing an area of **25 Decimals**, be the same a little more or less, in R.S. Dag No. 506 (part) corresponding to L.R. Dag No. 709, recorded in R.S. Khatian Nos. 1734 currently recorded in L.R. Khatian No.8955, 8956 & 8971 in **Mouza Hanspukuria**, J.L. No. 120 (*previously 20 and before that 23*), R.S. No. 36, Touzi Nos. 3, 4 and 5, P.S. Haridevpur (previously Thakurpukur), District South 24-Parganas TOGETHER WITH all the rights, liberties, easements, privileges, advantages and appurtenances thereto

SI No.	Name of The Owner	Dag No.	Khatian No.
1	DTC Intertrade Private Limited	709	8955
2	DTC minerals Private Limited	709	8956
3	Salmon residency Private Limited	709	8971

### **Schedule-D** [The BSNL Land]

**ALL THAT** piece and parcel of the land measuring about **11 Decimals** in R.S. & L.R. Dag No.11 recorded in L.R. Khatian No.4404,4465 & 4468 (Previous L.R. Khatian No.4368 & before that 2381) in Mouza-Daulatpur, J.L. No.79, R.S. No.341, Touzi Nos.1299, 1774 and 1775, P.S. Bishnupur, P.O. Joka, under Kulerdari Gram Panchayat, District: South 24 Parganas together with all the rights, liberties, easements, privileges, advantages and appurtenance thereto.

### **Schedule-E** [The WBSSEDCL Land]

**ALL THAT** piece and parcel of land measuring about **15.75 Decimals** in R.S. & L.R. Dag Nos. 16 & 17, recorded in L.R. Khatian Nos. 4516, 4520 & 4527, (Previous L.R. Khatian No. 2381) in Mouza-Daulatpur, J.L. No.79, R.S. No.341, Touzi Nos.1299, 1774 and 1775, P.S. Bishnupur, P.O. Joka, under Kulerdari Gram Panchayat, District: South 24 Parganas together with all the rights, liberties, easements, privileges, advantages and appurtenance thereto.

### **Schedule-F** [Second Owners' Developable Land]

**ALL THAT** the piece or parcel of land containing an area of about **9.6225 Acres (962.25 Decimals)** out of which about 9.3725 Acres (937.25 Decimals) is in Daulatpur Mauza, detailed in **Part-I** hereunder written and about 25 Decimals is in Hanspukuria Mouza detailed in **Part-II** hereunder written.

**Part-I**  
**[Daulatpur Mouza]**

**ALL THAT** piece and parcel of land measuring about 9.3725 Acres (937.25 Decimals) in R.S. & L.R. Dag Nos. 12, 13, 16, 17, 18, 19, 51, 52, 53, 54, 55, 56, 57, 58, 67, 87, 88, 89, 96, 98, 99 recorded in L.R. Khatian Nos.4383, 4382, 4384, 4370, 4371, 4377, 4378, 4372, 4379, 4381, 4375, 4386, 4376, 4388, 4389, 4374, 4387, 4373, 4385, 4380, 4367, 4365, 4366, 4364, 4342, 4341, 4335, 4467, 4464, 4465, 4466, 4468, 4402, 4403, 4401, 4394, 4397, 4398, 4393, 4399, 4400, 4392, 4404, 4344, 4343, 4469, 4405, 4470, 4421, 4417, 4418, 4356, 4360, 4358, 4357, 4348, 4355, 4359, 4363, 4362, 4361, 4419, 4420, 4471, 4416, 4415, 4407, 4408, 4409, 4410, 4411, 4406, 4472, 4412, 4413, 4414, 4340, 4336, 4338, 4339, 4347, 4346, 4337, 4345, 4368, 4519, 4513, 4514, 4520, 4512, 4517, 4516, 4522, 4523, 4521, 4518, 4515, 4527 in Mouza–Daulatpur, J.L. No.79, R.S. No.341, Touzi Nos.1299, 1774 and 1775, P.S. Bishnupur, P.O. Joka, under Kulerdari Gram Panchayat, District: South 24 Parganas together with all the rights, liberties, easements, privileges, advantages and appurtenance thereto.

**Part-II**  
**[Hanspukuria Mouza]**

**ALL THAT** the piece or parcel of ‘Sali’ land containing an area of **25 Decimals**, be the same a little more or less, in R.S. Dag No. 506 (part) corresponding to L.R. Dag No. 709, recorded in R.S. Khatian Nos. 1734 and currently recorded in L.R. Khatian No. 8955, 8956 & 8971 in **Mouza Hanspukuria**, J.L. No. 120 (*previously 20 and before that 23*), R.S. No. 36, Touzi Nos. 3, 4 and 5, P.S. Haridevpur (previously Thakurpukur), P.O. Joka, District South 24-Parganas TOGETHER WITH all the rights, liberties, easements, privileges, advantages and appurtenances thereto.

**Schedule-G**  
**[The Exclusive Passage]**

**ALL THAT** piece and parcel of land measuring about **134.89** Decimals out of which about 109.89 Decimals in L.R. & R.S. Dag Nos. 19, 18, 13, 12, 11, 89, 96, 98 & 99 recorded in L.R. Khatian Nos. 4367, 4365, 4366, 4364, 4342, 4341, 4335, 4467, 4464, 4465, 4466, 4468, 4402, 4403, 4401, 4394, 4397, 4398, 4393, 4399, 4400, 4392, 4404, 4344, 4343, 4469, 4405, 4470, 4421, 4417, 4418, 4356, 4360, 4358, 4357, 4348, 4355, 4359, 4363, 4362, 4361, 4419, 4420, 4471, 4416, 4415, 4407, 4408, 4409, 4410, 4411, 4406, 4472, 4412, 4413, 4414 and 4368 in **Mouza–Daulatpur**, P.S. Bishnupur, P.O. Joka, under Kulerdari Gram Panchayat, within J.L. No.79, R.S. No.341, Touzi Nos.1299, 1774 and 1775, and area of 25 Decimals, be the same a little more or less, in R.S. Dag No. 506 (part) corresponding to L.R. Dag No. 709, recorded in R.S. Khatian Nos. 1734 currently recorded in L.R. Khatian Nos. 8955, 8956 & 8971 in **Mouza Hanspukuria**, J.L. No. 120 (*previously 20 and before that 23*), R.S. No. 36, Touzi Nos. 3, 4 and 5, P.S. Haridevpur (previously Thakurpukur), District South 24-Parganas TOGETHER

WITH all the rights, liberties, easements, privileges, advantages and appurtenance thereto.

### **Schedule-H** [Said Land]

The First land is more fully described in **Schedule A** and the Second Owners Developable Land is more fully described in **Schedule F**. And all THAT the piece or parcel of land containing an area of about **18.9425 Acres (1894.25 Decimals)** in Daulatpur Mauza, and about **45 Decimals** is in Hanspukuria Mouza comprised in various Dag nos. and Khaitan Nos. as mentioned in the said Schedule as shown in the plan annexed hereto and shaded in 'RED' and 'LIGHT BLUE' respectively.

### **Schedule-I** [Said Phase Land]

**ALL THAT** piece and parcel of land measuring about 1.69 Acres (169.9 Decimals) in R.S. & L.R. Dag Nos. 25, 26 & 55 recorded in R.S/L.R. Khatian Nos. 3019 to 3021, 3023 to 3094, 4111 & 4370- 4389 in Mouza-Daulatpur, J.L. No.79, R.S. No.341, Touzi Nos.1299, 1774 and 1775, P.S. Bishnupur, P.O. Joka, under Kulerdari Gram Panchayat, District: South 24 Parganas together with all the rights, liberties, easements, privileges, advantages and appurtenance thereto.

### **Schedule-J** [Block Common Portions]

- 1) The Entrance Lobby and the lobbies on each of its floors and the staircase from the ground floor upto the terrace,
- 2) Ultimate roof of the Block,
- 3) Elevators in each Block,
- 4) System for telephone & Intercom,
- 5) Overhead water tank and distribution pipes from overhead water tank to the different Units and from the reservoir to the overhead tank,
- 6) Electrical wiring and fittings and fixtures for lighting the staircase lobby, the common areas for operating the lift, the water pump and motor, and from the ground floor to all the Units and the main switch, Air Circuit Breaker, Meters, Sub-Meters and other fittings, transformer and the electrical.

### **Schedule-K**

**[Phase Common Portions]**

**Upon completion of the Said Project, Complex Common Portions will, inter alia, have the following:**

- 1) Club,
- 2) Sewerage Treatment Plant,
- 3) Water filter Plant,
- 4) Roads, installations, signage and security arrangements,
- 5) The water pump, the pump room, water reservoirs, tube-wells and the distribution pipes from the same to the Blocks,
- 6) Fire Fighting and protection system,
- 7) Playing area for children,
- 8) Fences, hedges boundary walls and main gate of the Complex,
- 9) The air conditioned banquet cum community hall,
- 10) Generator, office, store room, space to be used by the Developer/FMC/Association, Ramps, driveway except the car parking spaces,
- 11) Any park and any other facility and or amenity to be used in common in or about the Complex.
- 12) Generator for operations of elevators, lighting of the common areas, pumps and common utilities of the Blocks.

**Schedule-L**  
**[Sale Agreement Details]**

The Agreement for Sale dated \_\_\_\_\_ registered with \_\_\_\_\_ in Book No.I, Volume No. \_\_\_\_\_, Pages \_\_\_\_\_ to \_\_\_\_\_, being Deed No. \_\_\_\_\_ for the year \_\_\_\_\_

**Schedule-M**  
**[Said Apartment]**

Apartment No. \_\_\_\_\_ having carpet area of \_\_\_\_\_ Square Feet [equivalent to \_\_\_\_\_ Square Feet of Super Built up Area, which is its Built-up Area *together with* the pro-rata share of the Phase Common Portions that bears to the Built-Up

area of the Apartment] \_\_\_\_\_ type, on \_\_\_\_\_ floor in [tower/ block/building] No. \_\_\_\_\_, hereafter the "**Said Block**", along with garage/covered Parking No. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet in the \_\_\_\_\_ , and the floor plan or the apartment is annexed hereto and marked as **Plan-B** ).

**Note:** In the event the Parking Space of the Allottee is non-dedicated, then the Allottee shall cooperate with allottee(s) of other non-dedicated parking space(s) with his/her Parking Space to facilitate each other for parking their respective vehicles.

**Schedule-N**  
[Total Price]

(As mentioned in the Sale Agreement, need not give break up, only the total figure)

**Schedule-O**  
**Part-I**  
[Reduced Carpet Area Amount]  
OR  
[Excess Carpet Area Amount]

**Part-II**  
[Said Consideration]

**Schedule-P**  
[Maintenance Security Deposit]

**Schedule-Q**  
[Sinking Fund]

**Schedule-R**  
[Possession Date]

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Purchaser:

Please affix  
Photographs  
and Sign  
across the  
photograph

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Please affix  
Photographs  
and Sign  
across the  
photograph

(2) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Please affix  
Photographs  
and Sign  
across the  
photograph

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

First Owners by their authorised signatory:

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Second Owners by their authorised signatory:

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Developer by its authorised signatory:

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ in the  
presence of

-----  
-----

**WITNESSES:**

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_