

CONVEYANCE

This Conveyance executed on this (Date) day of _____ (Month), 2025

-: BY & BETWEEN:-

Sl.No.	Owner Name	PAN
1	STEEWART PROJECTS LLP	ACRFS8878F
2	NIKOSH PROJECTS LLP	AALFN4491K
3	SUNBERG PROJECTS LLP	ACRFS8879E
4	SURYAMINI PROJECTS LLP	ACRFS8880R
5	AGRAHKOSH BUILDERS LLP	ABBFA3600L
6	VISARD PROMOTERS LLP	AAMFV2021Q
7	KINGTRAD PROMOTERS LLP	AAOFK7930M
8	YAMINI PROJECTS LLP	AABFY5083A
9	MANIRATAN PROJECTS LLP	AAZFM8946Q
10	TRANCHE BUILDERS LLP	AAJFT7755L
11	S.M. CONCRETE PROMOTERS LLP	ACSFS0346K
12	SILVERWING PROJECTS LLP	ACSFS0345L
13	SILVERED PROJECTS LLP	ACSFS0338K
14	VICINITY PROJECTS LLP	AAMFV2022P
15	DHANLABH PROJECTS LLP	AAKFD8567B
16	GOODRISE PROJECTS LLP	AANFG8244P
17	SARVOPRIYA PROJECTS LLP	ACSFS0344M
18	RANGMAHALA PROJECTS LLP	AARFR8119G
19	RUDRAKASH PROJECTS LLP	AARFR8121J
20	KALAKIRTI PROJECTS LLP	AAOFK7928B
21	SMRIDHI PROJECTS LLP	ACSFS0340R
22	MANGALGOURI PROJECTS LLP	AAZFM8185H
23	STAR SHELL REALTORS LLP	ACSFS0339J
24	SIDHINAV PROJECTS LLP	ACSFS0341Q
25	AQUARIES PROMOTERS LLP	ABBFA3756F
26	SHIIVDHAN PROJECTS LLP	ACSFS0347J
27	SEA HOLM BUILDERS LLP	ACSFS0342P
28	MANSAMATA PROJECTS LLP	ABBFM2110M
29	KARMROOP BUILDERS LLP	AAOFK7649D
30	NILAMBUR PROJECTS LLP	AAMFN1170G
31	VEDAMINI BUILDERS LLP	AAMFV1792N
32	GYANMURTI BUILDERS LLP	AAOFG6613K
33	DHANTERASH BUILDERS LLP	AALFD5413H
34	BHUMIDHAR PROJECTS LLP	AAPFB3875K
35	RANBHUMI PROJECTS LLP	AASFR8274K
36	RAMRAJYA INFRA LLP	AAUFR3194C
37	SNOW BUZZ PROPERTIES LLP	ADBFS8566K
38	AAGRAHSHEEL AGENCIES LLP	ABBFA3601M
39	AMRAVANT PROJECTS LLP	ABBFA3160D
40	DENBERG BUILDERS LLP	AAKFD8343D
41	JUPITER REALITY PRIVATE LIMITED	AADCJ5982C
42	JAZZ REALTORS PRIVATE LIMITED	AADCJ5999H
43	HOLEMART PROPERTIES PRIVATE LIMITED	AADCH7705F
44	INDONEP PROMOTERS PRIVATE LIMITED	AAECI0057Q

45	LEMON GRASS REALTORS PRIVATE LIMITED	AACCL9519J
46	UTZSHO HOUSING DEVELOPEMENT PRIVATE LIMITED	AABCU8677M

1 to 40 are Limited Liability Partnership Firms incorporated under the provisions of the Limited Liability Partnership Act, 2008, all having their registered office at 1, Netaji Subhas Road, P.O. – GPO, P.S – Hare Street, Kolkata – 700001, West Bengal and Owner Nos. 41-46 are the Private Limited Companies within the meaning of the Companies Act, 2013, having their respective registered offices at Diamond Harbour Road, P.O. Joka, P.S. Bishnupur, South 24 Parganas, West Bengal- 700104, and all are hereafter collectively called the "Land Owners" (which expression shall, unless excluded by the subject or context, include their respective successors-in-interest and/or assigns) of the **Second Part** and all are represented by their constituted attorney M/s. DTC Projects Private Limited, duly authorised by the Power of Attorney dated 09-07-2024, registered with the Additional Registrar of Assurances-IV, Kolkata, in Book No I, Volume No.1904-2024, Pages 561533 to 561563, being No. 190409975 for the year 2024 through its Authorised Signatory Mr. Jitendra Kumar Singh, (PAN ENOPS1448K, Aadhaar No. 435348070521) Son of Late Ramchabila Singh by faith Hindu, by occupation Service, working for gain at 1, Netaji Subhas Road, Kolkata-700001.

- 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 Subhas Road, Kolkata – 700 001, hereafter called the "Promoter", which expression shall, unless excluded by the subject or context, include its successors-in-interest and/or assigns, and represented by Mr. Jitendra Kumar Singh, (PAN ENOPS1448K, Aadhaar No. 435348070521) Son of Late Ramchabila Singh by faith Hindu, by occupation Service, working for gain at 1, Netaji Subhas Road, Kolkata-700 001, hereinafter referred to as the 'Promoter' (which term or expression shall, unless repugnant to or inconstant with the context or meaning thereof, be deemed to mean and include their respective successors-in-interest and permitted assigns) of the **Second Part**;

- A N D -

Mr., son of Mr., (PAN, Aadhar No.& Mobile No.....) by faith Hindu, by occupation and **Mrs.**, wife of Mr., (PAN, Aadhar No. & Mobile No.....) by faith Hindu, by occupation both residing at,, P.O -, P.S - hereinafter

collectively called the "**Allottees**", (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, executors, administrators, successors-in-interest and permitted assigns) of the **Third Part**.

The **Land Owners**, the **Promoter** and the **Allottee/s** shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**" and the Allottee has been referred to herein in singular number and neuter gender.

WHEREAS:

- A.** Irrespective of the number of the Allottees and irrespective of their gender, they have been referred to herein in singular number and in neutral gender.
- B.** The Land Owners amongst themselves are the absolute and lawful owners of the land, hereafter referred to as the "**Said Land**", described in **Part-I of Schedule-B** hereunder written and comprises of the entirety of the portions shaded '**RED**' in the annexed **Plan-A**. The devolution of title and/or purchase of the Said Land by the Land Owners is detailed in **Schedule-A**.
- C.** By an Agreement dated 09th July, 2024 hereafter referred to as the "**Development Agreement**", registered with the Additional Registrar of Assurances -IV, Kolkata in Book No. I, CD Volume No. 1904- 2024, Pages from 560814 to 560857, Being No. 190409970 for the year 2024, the Land Owners, appointed the Promoter to develop the Said Land on such terms as described therein.
- D.** By a Power of Attorney dated 9th July, 2024 hereafter referred to as the "**POA**", registered with the Additional Registrar of Assurances -IV, Kolkata, in Book No. I, Volume No 1904-2024, Pages 561533 to 561563, Being No. 190409975 for the year 2024, the Fourth Owners have granted the Promoter the necessary powers required for developing the Fourth Land in the manner as stated above.
- E.** The Landowners and the Promoter are developing the "**Said Land**" in the following manner:
 - (i) It will be a gated complex named "**DTC Good Earth**", hereinafter referred to as the "**Complex**".
 - (ii) The Complex will be comprised with residential and residential-cum-commercial units as follows:
 - a) The Promoter has decided to construct five buildings comprising several units for residential use in the said Project hereafter referred to as the "**Residential Blocks**";

- b) The Promoter has also decided to construct a building comprising several units/shops for residential-cum-commercial use in the said Project hereafter referred to as the "**Residential-cum-Commercial Block**".
 - (iii) There will be places for parking of cars and two wheelers, hereinafter referred to as the "**Parking Spaces**", which will be covered, open and mechanised as be sanctioned. The Parking Spaces will be sold along with the Units and will form an integral part thereof.
 - (iv) Certain portions of each Phase will be earmarked for the common use and enjoyment, hereinafter referred to as the "**Phase Common Portions**". The Unit owners and occupiers of all the Blocks will be entitled to use and enjoy the Phase Common Portions of all the other Blocks so that upon completion of the entirety of the Complex, all the Phase Common Portions together will become the common portions of the Complex, hereinafter referred to as the "**Complex Common Portions**".
 - (v) After completion of the Project an association will be formed, hereinafter called the "**Project Association**", who will then manage and maintain the Project Common Portions.
- F.** The Promoter had the plan for one of the Phases of the Complex, hereinafter called the "**Said Phase**", to be constructed on the portion of the Said Land described in **Part-II** of **Schedule-B** and shaded '**BLUE**' in the annexed **Plan-A** and hereinafter referred to as the "**Said Phase Land**", duly sanctioned by the Madhyamgram Municipality, 24-Parganas (North), hereinafter called the "**Sanctioning Authority**". The said project was duly registered under the RERA Act, 2016, hereinafter referred to as the "**Said Act**", being Registration No., dated
- G.** Thereafter, by an Agreement for Sale, the details whereof are mentioned in **Schedule-D** and which is hereinafter referred to as the "**Sale Agreement**", the Allottee had agreed to purchase and the Land owners and the Promoter had agreed to sell the Unit and such other rights appurtenant thereto as more fully described in **Schedule-E** hereto and hereinafter referred to as the "**Said Apartment/Unit**", at and for the price mentioned in **Schedule-F**, hereinafter referred to as the "**Total Price**", and such other terms and conditions as mentioned in the Sale Agreement. The Block Common Portions of the Block in which the Unit of the Allottee is situated are mentioned in **Part-I** of **Schedule-C** and the Phase Commons of the Said Phase are detailed in **Part-II** of **Schedule-C**.
- H.** The Partial Completion Certificate and/or Completion Certificate and/or Partial Occupancy Certificate and/or Occupancy Certificate, as the case may be, in respect of the Said Phase has been granted by the Madhyamgram Municipality, 24-Parganas (North), West Bengal on

- I. The Promoter had thereafter caused the carpet area of the Said Apartment 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 Land owner to the Allottee is the Total Price and is again mentioned in **Schedule-F** and hereinafter referred to as the "**Said Consideration**".
- J. The Allottee was duly informed of having obtained the Partial Completion Certificate and/or Completion Certificate and/or Partial Occupancy Certificate and/or Occupancy Certificate and offered to take possession of its Unit (**Possession Notice**). Inasmuch as the Allottee is required to take possession of its Unit within three months from the date of Possession Notice, the Allottee shall be deemed to have taken possession of its Unit for all purposes on[Date]....., hereinafter referred to as the "**Possession Date**".
- K. In pursuance of the above, this Deed of Conveyance is now being executed by the Landowners and the Promoter in favour of the Allottee to give effect to the transfer by way of sale of the Said Unit.

NOW THIS DEED WITNESSES as follows:

- I. **Sale:** In pursuance of the Sale Agreement and in consideration of the Allottee having paid the entirety of the Said Consideration, alongwith the sinking fund and the maintenance charge payable, which is mentioned in **Schedule-G, H & I** and agreeing to observe and perform all the terms and conditions herein mentioned, the Land owners and each of them doth hereby jointly sell, grant, convey and transfer **ALL THAT** the Said Unit more fully described in **Schedule-E** hereto **AND** the pro-rata share of the Block/Phase Common Portions and the Project Common Portions, to be used by the Allottee in common with the Allottees 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 Unit absolutely and forever as its exclusive owner free from all encumbrances, *subject however to* the Allottee observing and performing all its specific covenants, stipulations, restrictions and/or obligations mentioned herein which shall be covenants running with the Said Apartment/Unit in perpetuity.
- II. **Acceptance and Acknowledgement:** The Allottee doth hereby, agree, accept, confirm and covenant with each of the Land owners and the Promoter as follows:
 - (a) **Inspection of Plan, Fixtures, Fittings:** The Allottee has, *inter alia*, inspected, perused and/or verified:
 - (1) All the documents relating to the title of the Land Owners to the Said Land.

- (2) All the documents, inter alia, the Development Agreement, POA relating to the right of the Promoter to execute the Said Phase.
 - (3) The plan of the Unit of the Allottee, the said Block and the Said Phase as sanctioned by the Sanctioning Authority.
 - (4) The construction and workmanship of the said Block and the Unit of the Allottee 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/Unit.
 - (5) The measurement of the Carpet Area of the Unit of the Allottee.
- (b) Satisfaction:** The Allottee hereby declares that it is fully satisfied with all the above and shall never raise any objection with regard to any of the above.
- (c) Complex Common Portions:** In case the Land Owners add any Further Lands to be part and parcel of the Complex, the Allottee shall allow unhindered access to the Promoter 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 Lands, will use and enjoy such enlarged Complex Common Portions in common with each other.
- (d) Limited Common Areas & Facilities:** In the event the Promoter reserve and allot any part or portion of the Complex Common Portions for the Allottee of any Unit in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972, the Allottee shall not raise any objection thereto.
- (e) Possession:** At or before execution hereof, the Allottee has been handed over actual physical possession of the Said Apartment.

III. Association:

- (a) The Promoter shall cause an association of the Allottees of the Units of the Said Project to be formed, hereinafter called the "**Project Association**". All Unit owners of the Said Project, including the Allottee, shall compulsorily become members of the Project Association as and when the same is formed.
- (b) The Project Association shall ultimately be in charge of and be responsible for the management and maintenance, including the upkeep, hereinafter referred to as the "**Maintenance**", of the Project Common Portions.
- (c) The concerned Association may execute the Maintenance by itself and/or by engaging one or more agencies, hereinafter referred to as the "**Other Agencies**".

- (d) In case the Land Owners and the Promoter add any Further Lands to be part and parcel of the Complex, similar associations may be formed for the completed constructed Project of such Further Land and in such case these associations will also become part of the Project Association. Upon completion of construction of any Phase on the Further Lands, its common portions shall be immediately added in the Project Common Portions and the owners of the Units of such portion will be inducted in the Project Association.
- (e) In respect of the Project Association the Allottee shall:
- (1) Accept, without any objection of any nature whatsoever, the rules and regulations of the Association hereinafter called the "**Association Rules**".
 - (2) Diligently observe, perform and abide by all the Association Rules.
 - (3) Co-operate with the concerned Association and its other members in all activities.
 - (4) Pay all the charges, costs and/or fees as may be levied by the Association for the Maintenance, hereinafter referred to as the "**Maintenance Charge**", that will be levied upon the Allottee from time to time, at the rates and within the due dates for payment as be fixed by the Association.
 - (5) 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.
- (f) The Allottee shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Allottees shall be liable to pay interest @2% per mensem on the due amounts and if such default shall continue for a period of three months then and in that event the Allottee shall not be entitled to avail of any of the facilities, amenities and utilities provided in the "Said Project" and the Promoter/Association as the case may be, shall be entitled to take the following measures and the Allottee hereby consents to the same:
- i) to discontinue the facility of DG Power back-up.
 - ii) to discontinue the usage of all amenities and facilities provided in the said project to the Allottee and his/her/their family members/guests.
 - v) the Promoter / Association as the case may be shall be having lien on the "Said Unit" for such unpaid amount of Maintenance Charges.
- (g) The above said discontinuation of some services and facilities shall not be restored until such time the Allottee has made payment of all the due together with interest accrued at the aforesaid rate, including all costs

charges and expenses incurred till then by the Promoter/Association to realize the due amount from the Allottee.

IV. Community Hall : Use the Community Hall for small functions of their families or for the meeting of Apartment Owners or for the use of any function / meeting by all the Apartment Owners of the Project.

- a) Not to use the Community Hall for weddings/religious festivals, or any ceremonial rite that require lighting up of a fire /spraying of color/sacrifice of animals, within and outside the community hall.
- b) Not to use or permit the use of any loud speakers beyond the time limit and confines of the Community Hall.
- c) Not to use the said hall, and any other covered/ enclosed area of the said Project for sprinkling or spraying of colour and paints/lighting up of fire /sacrifice of animals during any festival, but to celebrate the same, in the outdoor areas of the premises, if and as may be allowed by the Promoter/ Association as the case may be, and only in the area as may be designated by them, provided however, that such celebrations shall not continue beyond 10 p.m. and music, if any played, will be within tolerable limits, so as no objection is raised from any other occupants.

V. Maintenance of the Common Portions: The Promoter shall carry out the Maintenance till such time the Project Association is formed and it may do so either directly or by engaging one or more Other Agencies. After the formation of the Project Association, the Promoter shall hand over the Maintenance to it. In case the Promoter 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 Project Association.

VI. Maintenance Charge: The Allottee shall pay the Maintenance Charge from the Possession Date. 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 Allottee will be required to pay will be calculated on the Super Built-Up Area of the Unit of the Allottee mentioned in **Schedule-E**. In case the Allottee defaults in making any payment to the Promoter or the Association, as the case may be, within the time stipulated to make such payment, hereinafter referred to as the "**Default Amount**", the Promoter or the Association, as the case may be, shall be entitled to withhold all or any of the utilities, facilities and/or services to the Allottee till the entire Default Amount and the interest thereon is paid. The Promoter or the 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 Promoter is in charge of the Maintenance, the Allottee shall abide by such Rules and Bye Laws as be framed by the Promoter for Maintenance of the Phase Common Portions and the Complex Common Portion, if completed, with such restrictions as be necessary and deemed fit by the Promoter.

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

- (a) The Promoter or the Association, as the case may be, shall be entitled to utilise such part or portion of the Maintenance Deposit to adjust any recoverable dues from the Allottee.
- (b) In the event, any part or portion of the Maintenance Deposit has to be utilised by the Promoter or the Association, as the case may be, the Allottee shall be bound to replenish the withdrawn amount within the time as demanded by the Promoter or the Association, as the case may be.
- (c) As and when the Maintenance Charge is increased, the Allottee shall be asked to pay such further sum towards the Maintenance Security Deposit so that at all material times it is equal to 12 (twelve) months Maintenance Charge for the Unit of the Allottee.
- (d) The Promoter shall transfer/hand over the Maintenance Security Deposit without any interest, after adjustment/recovery of any dues if any, to the 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, hereinafter referred to as the "**Sinking Fund**", at or before execution hereof the Allottee has deposited the amount mentioned in **Schedule-I** being Rs..... per Square Feet of the Super Built Up Area of the Unit of the Allottee for 12 (twelve) months. The amount received as Sinking Fund, will be handed over without any interest to the Association upon its formation after deducting therefrom the expenses, if any, incurred by the Promoter on account of any repairs, renovation and/or reconstruction of any part or portion of the Complex Common Portions. The Project Association may ask the Allottee, 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 Promoter or the Project 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 Allottee agrees to permit the Promoter or the Project Association, as the case may be, to enter into the Unit of the Allottee 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 Allottee shall:

- (a) 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.
- (b) Not make any changes or any additions or alterations to its Unit and keep, its walls and partitions, electrical fittings, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable 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 jeopardised.
- (c) Not remove any wall, including the outer and load bearing walls of its Unit.
- (d) Not separate, divide or partition its Unit in any manner whatsoever.
- (e) Not put any sign board/name plate, neon light, publicity material or advertisement material etc. on any part or portion of the Said Block, or any other Block or anywhere within the Complex Common Portions.
- (f) Not change the colour scheme of the outer walls or paintings of any portion of the Said Block or the windows or carry out any change whatsoever in the design of the Unit of the Allottee that may cause any change anywhere in the Said Block.
- (g) Not store any hazardous or combustible goods in its Unit or place any heavy material in its Unit or anywhere in the common passages or staircase of the Said Block that may damage the structure of the Said Block.
- (h) 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 Promoter or the Project Association, as the case may be.

- (i) Not dry or allowed to be dried any clothes etc. in the verandah or balcony of its Unit, if it has one, in order to maintain the aesthetics of the Said Block.
- (j) 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.
- (k) Not interfere with the elevation or façade of the Said Block and maintain the design intent of the architect of the Said Project.
- (l) 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.
- (m) Be solely responsible for any loss or damage arising out of breach of any of the aforesaid conditions.

XII. Promoter & Land Owners Covenants: The Promoter doth hereby covenant with the Allottee as follows:

- (a) Receipt:** The Promoter has received the entirety of the Said Consideration mentioned in **Schedule-G** for selling the Said Apartment and Parking Space, if any, to the Allottee and the Promoter do hereby jointly and severally and by the Memorandum of Consideration below confirm, admit and acknowledge the receipt thereof and do hereby along with the Landowners further release and relinquish all their respective rights, title and/or interests in the Said Apartment and Parking Space, if any, in favour of the Allottee.
- (b) Title:** The Landowners have good right, full power and absolute authority to sell, transfer and convey the Said Apartment.
- (c) Same Terms:** The Landowners and the Promoter shall sell all the Units in the Complex with the same covenants and stipulations as herein contained which covenants will run in perpetuity with all the Units of the Said Project, to be observed and performed by their respective owners.
- (d) 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 Promoter as per the Sale Agreement is brought to the notice of the Promoter within a period of 5 (five) years from the Possession Date, the Promoter will rectify such defects without further charge *provided however*, neither of them shall not be held liable or responsible for any defects and to rectify the same in any of the following circumstances:
 - (1) If the Allottee has made any changes, modifications and/or alterations 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.

- (2) If the Allottee has made any changes, modifications and/or alterations 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.
- (3) If the Allottee 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.
- (4) If the Allottee 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.
- (5) If the Allottee has made any changes, modifications and/or alterations 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.
- (6) 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 can be attributed to have been 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.
- (7) 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.
- (8) 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.
- (9) If the damage is of a nature attributable to installation of air-conditioners, whether indoor or outdoor units, directly or indirectly.

- (10) 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.
- (11) 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.
- (12) Damages caused due to non-maintenance of such things or items or fittings or fixtures which require regular maintenance and which gets damaged due to such non-maintenance.
- (13) 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.
- (14) 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 Allottee is not in the manner in which the same are required to be maintained or changed, as the case may.
- (15) If the defect is certified by the Architects or the concerned structural engineers for the Said Project to be not manufacturing defects and/or not arising due to bad workmanship and/or not due to bad quality of materials used.
- (16) If the Allottee has used its Unit for any purposes other than residential.

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

XIII. Allottee's Covenants: The Allottee do hereby agree, accept and covenant with each of the Land owners and the Promoter as follows:

- (a) Objection:** The Allottee shall not ever hereinafter 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.

- (b) Apportionment:** The Allottee 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.
- (c) Completion of the Complex:** The Allottee has fully comprehended and is aware that further constructional works will have to be carried on for the other Phases and on the Further Lands, if any, and for that purpose, while such construction will be in progress, the Allottee shall not raise any objection of any nature or kind whatsoever.
- (d) Permission for further Construction:** The Allottee hereby specifically grants each of the Land owners and the Promoter the right, power and authority and consents to the Land owners and Promoter 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 Land owners and the Promoter or any of them, may make in the areas that will be amalgamated to the Said Land and the Allottee 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.
- (e) Parking:** The Allottee shall park its car or two wheeler, as the case may be and if any, at such place within the Complex as the Promoter shall earmark and shall not disagree to do so or oppose the decision of the Promoter in this regard or disagree to park at the place stipulated by the Promoter.
- (f) Parking Allotment:** The Allottee hereby consents that where the right to Park has been granted in an Open Parking Space, the place for parking initially allotted may be provisional and in such a case:
- (1) The final allotment will be done after completion of one or two of the other Phases.
 - (2) The Car Park of the Allottee may be in a different Phase than in the Said Phase.
 - (3) The Allottee 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 Allottee shall not have to bear or pay any additional cost for installation but shall have to pay the charges for maintaining the same.
- (g) Utilities:** The Allottee grants specific non-revocable authority to the Promoter and to the Project 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.
- (h) Purpose of Use:** The Allottee shall not use or allow 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.

- (i) Car Park Restriction:** The Allottee 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 Promoter or the Association, as the case may be, allow its temporary use to any person having an Unit in the Complex.
- (j) Change of Internal Layout:** The Allottee 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 Promoter or the Project Association, as the case may be.
- (k) Exterior of its Unit:** The Allottee shall not change the external façade including position of the windows, exterior side of the main gate of the unit, 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.
- (l) Installations:** The Allottee 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 Promoter or the Association, as the case may be.
- (m) Installation of Air Conditioners:** The Allottee shall not install air-conditioners anywhere in its Unit except at the places earmarked therefore.
- (n) Heavy Goods:** The Allottee shall not keep any item of heavy load in its Unit which may cause structural damage to the Said Block.
- (o) Signage of the Promoter:** The Allottee shall not in any manner whatsoever obstruct the Promoter 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 Promoter and/or its agents.
- (p) Registration Cost for Common Portions:** Although the pro rata shares of the Said Land and the Complex Common Portions are hereby being transferred to the Allottee, upon formation of the Project 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 Allottee in the Said Land and in the Complex Common Portions are required to be separately transferred to the Project Association by operation of any statute, the Allottee shall be bound to execute necessary documents and to pay the pro rata cost of Stamp Duty, Registration Fees and incidental cost for such registration.

- (q) 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 Allottee shall not object to the same.
- (r) Good Repairs:** The Allottee 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 Promoter or the Project Association, as the case may be.
- (s) Sign & Execute:** As and when called upon to do so, the Allottee shall execute and sign such forms, give such authorities and render such co-operation as may be required by any of Land owners and the Promoter or the 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.
- (t) Harm or Damage:** The Allottee 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.
- (u) Accumulation:** The Allottee shall not throw, nor 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 earmarked therefore by the Promoter or the Association.
- (v) Nuisance:** The Allottee 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.
- (w) Affixing:** The Allottee 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 Allottee shall not be prevented from displaying a small and decent name-plate outside the main door of its Unit.
- (x) Storing:** The Allottee 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.
- (y) Drawing of Wires:** The Allottee 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

Promoter or the Project Association and in the event the Allottee draws any wires directly to its Unit from outside the Said Block, all responsibilities for any consequences therefore will solely be that of the Allottee.

- (z) Partition:** The Allottee shall not partition, cause or allow to be partitioned its Unit for any reason whatsoever.
- (aa) Mutation:** The Allottee shall apply for and obtain at his / her own costs separate assessment and mutation of the Apartment in the records of appropriate authority within 06 (Six) months from the date of possession.
- (bb) Easements:** The Allottee 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:
- (1) The right of ingress to and egress from their respective Units to the main road.
 - (2) The right of passage of wires, cables and other equipments and 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.
 - (3) The right of support, shelter and protection of each portion of the Said Block by the other portions thereof.
 - (4) 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.
 - (5) 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 Allottee, 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.
- (cc) Maintenance of Commercial Unit:** Allottees of the Commercial Units shall have unhindered access to the common area of the Residential-cum-Commercial Block for maintenance/repair of their respective units and Allottees of the Residential Units or the Association shall not cause obstruction/hindrance to such maintenance and/or repair works.
- (dd) Preservation of Environment :** The Allottee for the general benefit of the environment, shall ensure that,

1. LED lighting should be used as much as possible inside the Unit to reduce the consumption and wastage of electricity.
2. Allottee shall keep the lights, fan and other electrical appliances in switch off position, as and when not required.
3. Allottee should prefer to buy and use the electrical appliances with maximum star rating, which consumes less energy.
4. Allottee should try to avoid the usage of A.C during the day hours, to avoid heat generation.
5. To reduce the water consumption, Allottee should use the foamer at the outlet of the tap.

(ee) Ensure Abidance: The Allottee shall ensure that all its men, servants, agents and/or visitors also strictly abide by these Covenants of the Allottee as also the Common Rules. For this purpose, persons temporarily engaged and/or employed by the Allottee, directly or indirectly, or in any way connected to the Allottee shall be considered to be its agents and the Allottee shall be fully responsible and liable for all acts of omission or commission of all such persons as also its visitors.

XIX. Mutual Covenants: The Parties hereto shall abide all laws, rules, regulations, notifications applicable to the Said Project.

Schedule-A
[Devolution of Title]

The devolution of title and/or purchase of the Said Land by the Land Owners is as follows:

1. Details of deed of conveyances in favour of the Land Owners are as follows:

Deed No.	Owner Name	LR Dag No.	Area (In Decimal)
10031/2024	Holemart Properties Pvt Ltd	348	2
		349	7
10033/2024	Jupiter Realty Pvt Ltd	354	5.5
		359	2
10035/2024	Indonep Developers Pvt Ltd	351	6
		356	2
10037/2024	Jazz Realtors Pvt Ltd	345	6
		348	3
7081/2024		348	1.5

	Lemon Grass Realtors Pvt Ltd	349	2
7082/2024	Utzsho Housing Development Pvt Ltd	322	5.16
		322/1145	1.5
7510/2016	Tranche Builders LLP	323	5
7511/2016	Kingtrad Developers LLP	349	9
7512/2016	Mangalgouri Projects LLP	349	9
7513/2016	Dhanlabh Projects LLP	347	9
7514/2016	Silvered Projects LLP	354	9
7515/2016	Karmroop Builders LLP	348	9
7516/2016	Yamini Projects LLP	352	4
		355	5
7517/2016	Mansamata Projects LLP	350	9
7518/2016	Maniratan Projects LLP	350	9
7519/2016	Rangmahala Projects LLP	352	9
7520/2016	Nilambur Projects LLP	351	9
7521/2016	Sarvopriya Projects LLP	353	9
8134/2016	Suryamini Projects LLP	344	4
		360	5
8135/2016	Visard Developers LLP	330	1
		346	1
		347	3
		350	1
		353	2
		357	1
8136/2016	Vedamini Builders LLP	322/1145	9
8137/2016	Vicinity Projects LLP	322	3.42
		322/1145	2
8142/2016	Silverwing Projects LLP	355	9
8306/2016	Snow Buzz Properties LLP	357	9
8307/2016	Aagrahsheel Agencies LLP	330	9
8308/2016	Stewart Projects LLP	359	9
8309/2016	Kalakirti Projects LLP	348	9
8310/2016	Amravant Projects LLP	344	9
8311/2016	Denberg Builders LLP	347	9
8312/2016	Gyanmurti Builders LLP	348	9
8313/2016	Dhanterash Builders LLP	348	9

8314/2016	Goodrise Projects LLP	348	9
8315/2016	Bhumidhar Projects LLP	346	9
8316/2016	Agrahkosh Builders LLP	330	9
8317/2016	Aquaries Developers LLP	345	9
8318/2016	Smridhi Projects LLP	356	9
8319/2016	Sidhinav Projects LLP	354	9
8320/2016	Shiivdhan Projects LLP	354	9
8321/2016	Sea Holm Builders LLP	353	9
8322/2016	Ranbhumi Projects LLP	351	9
8323/2016	S. M. Concrete Developers LLP	353	9
8324/2016	Sunberg Projects LLP	359	9
8325/2016	Nikosh Projects LLP	350	9
8326/2016	Ramrajya Infra LLP	351	9
8327/2016	Rudrakash Projects LLP	353	9
8328/2016	Star Shell Realtors LLP	359	9
Total			396.08

2. By an Agreement dated 09th July, 2024 hereafter referred to as the "**Development Agreement**", registered with the Additional Registrar of Assurances -IV, Kolkata in Book No. I, CD Volume No. 1904- 2024, Pages from 560814 to 560857, Being No. 190409970 for the year 2024, the Land Owners, appointed the Promoter to develop the Said Land on such terms as described therein.
3. By a Power of Attorney dated 9th July, 2024 hereafter referred to as the "**POA**", registered with the Additional Registrar of Assurances -IV, Kolkata, in Book No. I, Volume No 1904-2024, Pages 561533 to 561563, Being No. 190409975 for the year 2024, the Fourth Owners have granted the Promoter the necessary powers required for developing the Fourth Land in the manner as stated above.

Schedule-B
Part-I
[Said Land]

All that piece and parcel of land admeasuring 396 Decimals equivalent to 240 Cottah, more or less as per purchase deeds but as per physical measurement the said Land is admeasuring 379.76 Decimal equivalent to 229.74 Cottah, comprised in several dag numbers as described in the table below, lying and situated at 68, Badu Road, Ward No. 4 under Madhyamgram Municipality, at Mouza- Humaipur, J.L. No. 52, and Mouza-

Abdalpur, J.L No. 53, Police Station- Barasat, District- North 24 Parganas, West Bengal.

Mouza	L.R. Dag No.	Area (in Decimal)
Humaipur	330	17.41
	344	12.49
	345	14.58
	346	9.54
	347	21
	348	46.09
	349	26.41
	350	25.52
	351	32.43
	352	13
	353	37.74
	354	34
	355	14
	356	11
	357	10
	359	28.56
	360	4.28
Abdalpur	322	7.87
	322/1145	11
	323	2.83
Total		379.76

Part-II
[Said Phase Land]

All that piece and parcel of land admeasuring 130.76 Decimals equivalent to 79.11 Cottahs out of the Said Land, lying and situated at 68, Badu Road, Ward No. 4 under Madhyamgram Municipality, at Mouza- Humaipur, J.L. No. 52, and Mouza- Abdalpur, J.L No. 53, Police Station- Barasat, District- North 24 Parganas, West Bengal.

Schedule-C
PART-I
[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,
- 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.

PART-II
[Phase Common Portions]

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

- 1) Sewerage Treatment Plant,
- 2) Water filter Plant,
- 3) Roads, installations, signage and security arrangements,
- 4) The water pump, the pump room, water reservoirs, tube-wells and the distribution pipes from the same to the Blocks,
- 5) Fire Fighting and protection system,
- 6) Fences, hedges boundary walls and main gate of the Complex,
- 7) The community hall,
- 8) Generator, office, store room, space to be used by the Promoter/FMC/Association, Ramps, driveway except the car parking spaces,
- 9) Generator for operations of elevators, lighting of the common areas, pumps and common utilities of the Blocks.

Schedule-D
[Sale Agreement Details]

The Agreement for Sale dated registered with the Additional Register of Assurances-....., Kolkata in Book No., Volume no....., Pages to, being deed no. for the year

Schedule-E
[Said Apartment]

The Unit No. having carpet area of about **Square Feet** together with a balcony having a carpet area of about **Square Feet**, that is collectively having a usable area of about **Square Feet**, [which is equivalent to about **Square Feet** of Super Built up Area] being a type Unit on theth **floor** of the storied **building No.**, being the "**Said Block**", within the said Phase "**DTC GOOD EARTH PHASE- ____**" at the project namely "**DTC GOOD EARTH**" together with **1(one) Nos. of** Car parking Space admeasuring **Square Feet** bearing No..... together with the pro-rata share of the Said Block Common Portions, the Phase Common Portions and the Said Phase Land. The Floor plan of the Apartment is annexed hereto and marked as **Plan-B**. The Layout plan of Car Parking is annexed hereto and marked as **Plan-C**.

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-F
[Total Price]

The breakup of the Total Price of the Apartment is as follows:

Particulars	Rate per Square Feet	Amount (In INR)
Apartment		
Exclusive Balcony/Varandah		
Exclusive open Terrace		
Proportionate cost of Common Areas		
Car Parking		
Consideration of the Unit		
Amenities Charges		
Infrastructure Development Charges		
Consideration of Other Allied Services		

Note:

The applicable amount of GST on the Unit, the Car Parking space and other extra charges has been charged separately (not mentioned above).

Schedule-G
[Said Consideration]

Rs. /- (Rupees only).

Schedule-H
[Maintenance Security Deposit]

Rs. /- (Rupees) only

Schedule-I
[Sinking Fund]

Rs. /- (Rupees) only

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Conveyance at Kolkata (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

Signature _____

Name _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Authorised Signatory of the Owners: Authorised Signatory of the Promoter:

At Kolkata on _____ in the presence of

WITNESSES:

1. Name _____

Address _____

2. Name _____

Address _____

ANNEXURES

ANNEX-A	Layout plan of the building/ phase/wing as also of the future proposed developments.
ANNEX-B	Floor plan of the Said Apartment.
ANNEX-C	Layout plan of Car Parking.

Memo of Consideration

The Promoter confirms having received from the Allottee the entirety of the Said Consideration amount mentioned in **Schedule-G** being Rs./- (Rupees only) on behalf of itself, the First Owners, Second Owners, the Third Owners and Fourth Owners by several drafts, pay-orders and/or direct bank transfers.