

CONVEYANCE

1. Date: _____
2. Place: Kolkata
3. Parties:

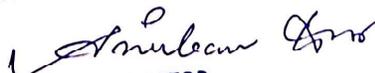
3.1 (a) DWARKAPATI INFRA PROJECTS PVT.LTD (PAN AAECD7991C), a company registered under the Companies Act, 1956, having its principal place of business at BF-300, Salt Lake City, Sector-1, P.O. **CC Block**, P.S. **Bidhannagar(North)**, Kolkata – 700064, represented by its Director **Monalisa Mimani**, (PAN **AFCPG2995K**) (Aadhar No: **5717 0035 9868**) (Mobile No. **9831239990**), aged about 38 years, wife of **Sudarshan Mimani**, by faith – **Hindu** , by occupation **Business**, residing at BF-300, Salt Lake City, Sector-1, P.O. **CC Block**, P.S. **Bidhannagar(North)**, Kolkata – 700064,

(b) MAREO SALES PVT.LTD (PAN AAECM7796E), a company registered under the Companies Act, 1956, having its principal place of business at CF-300, Salt Lake City, Sector-1, P.O. **CC Block**, P.S. **Bidhannagar(North)**, Kolkata – 700064, represented by its Director **Monalisa Mimani**, (PAN **AFCPG2995K**) (Aadhar No: **5717 0035 9868**) (Mobile No. **9831239990**), aged about 38 years, wife of **Sudarshan Mimani**, by faith – **Hindu** , by occupation **Business**, residing at BF-300, Salt Lake City, Sector-1, P.O. **CC Block**, P.S. **Bidhannagar(North)**, Kolkata – 700064,

(c) NATURAL DEVELOPERS PVT.LTD (PAN AACCN7049R), a company registered under the Companies Act, 1956, having its principal place of business at 28/3/N/1, Ram Krishna Samadhi Road, P.O. **Kankurgachi**, P.S. **Phoolbagan**, Kolkata – 700054, represented by its Director **Monalisa Mimani**, (PAN **AFCPG2995K**) (Aadhar No: **5717 0035 9868**) (Mobile No. **9831239990**), aged about 38 years, wife of **Sudarshan Mimani**, by faith – **Hindu** , by occupation **Business**, residing at BF-300, Salt Lake City, Sector-1, P.O. **CC Block**, P.S. **Bidhannagar(North)**, Kolkata – 700064,

(d) NEWTRAL HOLDINGS PVT.LTD (PAN AAACN8484C), a company registered under the Companies Act, 1956, having its principal place of business at CF-305, Salt Lake City, Sector-1, P.O. **CC Block**, P.S. **Bidhannagar(North)**, Kolkata – 700064, represented by its Authorised Signatory **Monalisa Mimani**, (PAN **AFCPG2995K**) (Aadhar No: **5717 0035 9868**) (Mobile No. **9831239990**), aged about 38 years, wife of **Sudarshan Mimani**, by faith – **Hindu** , by occupation **Business**, residing at BF-300, Salt Lake City, Sector-1, P.O. **CC Block**, P.S. **Bidhannagar(North)**, Kolkata – 700064,

RUPALEKHYA INFRASTRUCTURES PVT. LTD.


DIRECTOR

(e) **OSCAR BUSINESS PVT.LTD (PAN AAACO3468M)**, a company registered under the Companies Act, 1956, having its principal place of business at CF-305, Salt Lake City, Sector-1, P.O. **CC Block**, P.S. **Bidhannagar(North)**, Kolkata – 700064, represented by its Director **Monalisa Mimani**, (PAN **AFCPG2995K**) (**Aadhar No: 5717 0035 9868**) (**Mobile No. 9831239990**), aged about 38 years, wife of **Sudarshan Mimani**, by faith – **Hindu** , by occupation **Business**, residing at BF-300, Salt Lake City, Sector-1, P.O. **CC Block**, P.S. **Bidhannagar(North)**, Kolkata – 700064,

(f) **SMART CHAMP BUSINESS PVT.LTD (PAN AATCS3730K)**, company registered under the Companies Act, 1956, having its principal place of business at BF-300, Salt Lake City, Sector-1, P.O. **CC Block**, P.S. **Bidhannagar(North)**, Kolkata – 700064, represented by its Director **Monalisa Mimani**, (PAN **AFCPG2995K**) (**Aadhar No: 5717 0035 9868**) (**Mobile No. 9831239990**), aged about 38 years, wife of **Sudarshan Mimani**, by faith – **Hindu** , by occupation **Business**, residing at BF-300, Salt Lake City, Sector-1, P.O. **CC Block**, P.S. **Bidhannagar(North)**, Kolkata – 700064,

(g) **SIMPLICITY DEVELOPERS PVT.LTD (PAN AALCS5585N)**, a company registered under the Companies Act, 1956, having its principal place of business at CF-300, Salt Lake City, Sector-1, P.O. **CC Block**, P.S. **Bidhannagar(North)**, Kolkata – 700064, represented by its Authorised Signatory **Monalisa Mimani**, (PAN **AFCPG2995K**) (**Aadhar No: 5717 0035 9868**) (**Mobile No. 9831239990**), aged about 38 years, wife of **Sudarshan Mimani**, by faith – **Hindu** , by occupation **Business**, residing at BF-300, Salt Lake City, Sector-1, P.O. **CC Block**, P.S. **Bidhannagar(North)**, Kolkata – 700064

hereinafter called and referred to as the "OWNERS/VENDORS" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, successors, legal representatives and assigns) of the FIRST PART.

(collectively **Owners**, includes their successors-in-interest)

AND

3.2 (a) ADVANTAGE BENGAL INFRASTRUCTURE LTD.(PAN-AAFCA2974B), having its principal place of business at GN-38/5,9th Floor, Sector-V, Kolkata – 700091, P.O. Sector-V, P.S. Electronics Complex, Sector-V, **represented by its Director, Sri Milan Chakraborty** (PAN-ACBPC4416B) & (Aadhar No:8880 0405 0405) (Mobile no.9593200469), son of Late Kushi Lal Chakraborty, by faith -Hindu, by occupation Business , residing at Jems Residency,1 Motilal Gupta Road, P.S. Horidevpur, P.O. Barisha , District Kolkata, Kolkata –700008

(b) RUPALEKHYA INFRASTRUCTURES PVT. LTD (PAN- AAMCR6013R), a Company duly registered and/or incorporated under the meanings and provisions of the Companies Act, 2013 /registered office at DGK-708, 7th Floor, DLF GALLERIA, AA-I, New Town, Kolkata 700 156 and **represented by its director namely SRI Anirban Dey**

(PAN: AWYPD9116C) (Aadhar No: 8616 3096 2923), Son of Sri Asok Kumar De , by nationality - Indian, by faith- Hindu , by occupation – business, residing at 3/4, Bipin Krishna Kumar Street, Howrah, West Bengal- 711 202.

Hereinafter jointly referred to as the “DEVELOPERS/SELLERS” (Which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in office or successors- in-intereste, Legal representatives, authorized signatory, office bearers, assigns and / or nominees of the SECOND PART.

(Promoter/Developer, includes successors-in-interest and/or assign/s)

And

3.3

_____, son of _____, by faith _____, by nationality Indian, by _____,
residing at _____, PIN _____, Post Office
_____, Police Station _____, District _____,
(PAN _____)

(collectively, Buyer(s)/Allottees, include/s his/her heirs, executors, administrators, successors-in-interest and/or permitted assigns)

Owners, Promoter/Developer and Buyers/Allottees are hereinafter individually referred to as such or as **Party** and collectively as **Parties**.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance

4.1 Said Apartment: Residential Apartment No. _____ on the __ floor, having carpet area of _____ (_____) square feet, more or less, with attached balcony measuring _____ (_____) square feet, more or less, and the said apartment with attached balcony collectively having built up area of _____ (_____) square feet, more or less, being more particularly described in the **Schedule B** below and the layout of the apartment is delineated in **Green** colour on the **Plan** annexed hereto and marked as **Annexure “2” (Said Apartment)**, in the Project, being part of the Real Estate Project (defined in Clause 5.3 below) registered under the provisions of the West Bengal Real Estate Regulatory Authority at Kolkata on _____ under Registration No. _____, the Real Estate Project is constructed on land measuring 61.2840 (Sixty one point two thousand eight hundred and forty) decimal, [equivalent to 37.06 (Thirty seven point zero six) *cottah* equivalents to 2480.078 (two thousand four hundred and eighty point zero seven eight) square meter], more or less, comprised in *Dag* Nos. 1308, 1309, 1310, 1311, 1312, 1313 and 1316 with *Mouza - Jamalpara*, J.L. No. 42, within the jurisdiction of Rajarhat-Bishnupur (RB-II) Gram Panchayat , R.S No. 124, Touzi No. 173 at present 10, Additional District Sub-Registration Office Rajarhat, NewTown, Under Rajarhat Police Station in the district of North 24 Parganas (**Project Property**), as delineated in **Red** colour boundary line on the **Plan** annexed hereto and marked as **Annexure “1”** and more particularly described in the **Schedule A** below (**Project Property**). The Real Estate Project has been developed as of the Whole Project (defined in 5.10.1).

4.2 Land Share: Undivided, impartible, proportionate and variable share in the land underneath the Said Block/Building as be attributable and appurtenant to the Said Apartment (**Land Share**). The Land Share has been derived by taking into consideration the proportion which the area of the Said Apartment bears to the total area of the Said Block/Building.

4.3 Said Parking Space: The right to park in the parking space/s described in the **Schedule B**, below (**Said Parking Space**), if any.

4.4 Share In Common Areas: Undivided, impartible, proportionate and variable share in the common areas of the Real Estate Project (**Share In Common Areas**), the said common areas of the Real Estate Project being described in the **Schedule C** below (**Common Areas**).

4.5 Said Apartment And Appurtenances: The subject matter of this Conveyance are 4.1, 4.2, 4.3 and 4.4 above, being the Said Apartment, the Land Share, the Said Parking Space (if any) and the Share In Common Areas, respectively, which are collectively described in the **Schedule B** below (collectively **Said Apartment And Appurtenances**).

5. Background

5.1 Ownership of Larger Property:

A. The Owner Nos. 1 to 7 are the joint owners of land measuring 61.2840 (Sixty one point two thousand eight hundred and forty) decimal, [equivalent to 37.06 (Thirty seven point zero six) *cottah* equivalents to 2480.078 (two thousand four hundred and eighty point zero seven eight) square meter], more or less, comprised in *Dag* Nos. 1308, 1309, 1310, 1311, 1312, 1313 and 1316 with *Mouza - Jamalpara*, J.L. No. 42, within the jurisdiction of Rajarhat-Bishnupur (RB-II) Gram Panchayat, R.S No. 124, Touzi No. 173 at present 10, Additional District Sub-Registration Office Rajarhat, NewTown, Under Rajarhat Police Station in the district of North 24 Parganas (**Project Property**)

SL.N O.	OWNER	DAG NO.	AREA (in dec.)	LR KH. NO.	DEED NO.	BOOK NO.	VOL. NO.	PAGE NO.
1	Dwarkapati Infra Projects Pvt.Ltd	1308	3.5000	3782	2808/20	1	1523- 2020	126788 to 126815
2	Dwarkapati Infra Projects Pvt.Ltd	1309	0.5000	3782	2808/20	1	1523- 2020	126788 to 126815
3	Dwarkapati Infra Projects Pvt.Ltd	1316	5.1832	3782	2808/20	1	1523- 2020	126788 to 126815
4	Mareo Sales Pvt.Ltd	1310	2.0000	3631	12916/ 18	1	1523- 2018	429810 to 429836
5	Mareo Sales	1313	8.0000	3631	12916/ 18	1	1523-	429810

	Pvt.Ltd						2018	to 429836
6	Natural Developers Pvt.Ltd	1309	10.0000	3783	2810/20	1	1523- 2020	126604 to 126630
7	Newtral Holdings Pvt.Ltd	1308	2.9176	3664	13112/ 18	1	1523- 2020	435916 to 435944
8	Oscar Business Pvt.Ltd	1311	2.0000	3531	12915/ 18	1	1523- 2018	429597 to 429623
9	Oscar Business Pvt.Ltd	1312	8.0000	3531	12915/ 18	1	1523- 2018	429597 to 429623
10	Smart Champ Business Pvt.Ltd	1308	3.5000	3781	2809/20	1	1523- 2020	126178 to 126205
11	Smart Champ Business Pvt.Ltd	1316	5.1832	3781	2809/20	1	1523- 2020	126178 to 126815
12	Simplicity Developers Pvt.Ltd	1309	10.5000	3380	7410/16	1	1523- 2016	228577 to 228600

Total 61.2840 decimal, which is more particularly described in **Schedule A** below and is delineated by **Red** colour boundary line on the **Plan** annexed hereto and marked as **Annexure“1”**. The details pertaining to the title of the Owners to the Larger Property are elucidated in the Title Reports issued by _____, Advocate, copies whereof have been uploaded on the website of the West Bengal Real Estate Regulatory Authority (collectively **“Title Report”**).

5.2 Development Agreement ,Power of Attorney and Sanction Plan: The Owners have become the joint owners of the Said land by the Deed of Amalgamation dated : 26th June,2023 being no. 152309491, Volume no. 1523-2023, Book no- 1, Pages from 314878 to 314909 ,free from all encumbrances and the Owners are in peaceful possession thereof.

For the purposes of developing the Project Property, the Owners and the Promoter have entered into a development agreements i.e. the Development Agreement , dated 7th July,2023, registered in the Office of the A.D.S.R, Rajarhat, in Book I, Volume- 1523-2023, Pages from 337913 to 337961, being Deed No. 152310194 for the year 2023(**“Development Agreement”**).

By a Power of Attorney dated 27th July, 2023, registered in the Office of the Additional District Sub-Registrar office of the A.D.S.R. Rajarhat, in Book No. I, Volume No. 1523-2023, at Pages to 372589 to 372616, being Deed No. 152311199 for the year 2023, the Owners have appointed the Developers as their lawful attorney and empowered the Developers to do all acts, things and deeds in relation to development of the entire land by constructing the Said Building and to sell various saleable areas out of the Developers' Allocation (defined in Clause no. _____ of the Development Agreement) comprised in the Said Complex and to execute this agreement (hereinafter referred to as the "**Agreement**") on their behalf.

Sanctioned Plans: Afterward the Developer obtained, caused to obtain and taking steps to obtain all required consents, approvals, sanctions, clearance, NOCs and permission, etc in respect of the said project and also obtain sanctioned building plan being no : _____ dated _____ from the competent authority for the said proposed project. (the "**Sanctioned Plan**", which includes all sanctioned / permissible modifications made thereto, if any, from time to time).

5.3 Real Estate Project: The Property is earmarked for the purpose of building a residential project comprising multi-storeyed apartment buildings and car parking spaces and the said project shall be known as Rupalekhya "OZONE" ("**Said Complex**"). The development of the Said Complex known as '**OZONE**' *inter alia* consisting of *inter-alia* comprising of B+ Ground Floor+ 7 (B+G+7) storied residential buildings, being constructed on the Project Property on Basement and Ground level Car Parking being constructed on the Project Property, including Club, Community Hall, Gym, swimming pool, Club House, rooftop garden and party area, meditation and yoga space, Children Play area, jogging track, pets play zone etc being constructed on the Project Property and multiple multi-storied residential building having 1BHK, 2BHK and 3BHK flats on respective floors and car parking spaces proposed as a "real estate project" by the Promoter and is being registered as a 'real estate project' ("**the Real Estate Project or Project**") with the West Bengal Real Estate Regulatory Authority ("**Authority**"), under the provisions of the Act, Rules and Regulations and other rules, regulations, circulars and rulings issued thereunder from time to time.

5.4 Intimation to competent Authority (North 24 Parganas Zilla Parishad) and Sanction of Plans: The Owners duly intimated the competent authority about commencement of construction of the Project vide its letter dated _____. The Promoter/Developer has obtained the layout plan, sanctioned plan, specifications and approvals for the Real Estate Project (including for the Said Apartment and the Said Block/Building from the competent authority),

5.5 Registration under the Act: The Promoter/Developer has registered the Real Estate Project under the provisions of the Act with the Authority at Kolkata on _____ under Registration No. _____.

5.6 Announcement of Sale: The Promoter/Developer formulated a scheme and announced sale of Apartments and parking spaces to prospective purchasers (**Transferees**).

5.7 Application and Allotment to Buyers/Allottees: The Buyers/Allottees, intending to be

Transferees, upon full satisfaction of the Owners' title and the Promoter's/Developer's

authority to sell, applied for purchase of the Said Apartment And Appurtenances and the Promoter/Developer has allotted the same to the Buyers/Allottees, who in due course entered into an agreement for sale dated __, _____ (**Said Agreement**) for purchase of the Said Apartment And Appurtenances, on the terms and conditions contained therein.

5.8 Construction of Said Block/Building: The Promoter/Developer has completed construction of the Said Block/Building.

5.9 Conveyance to Buyers/Allottees: In furtherance of the above, the Owners and the Promoter/Developer are completing the Conveyance of the Said Apartment And Appurtenances in favour of the Buyers/Allottees, by these presents, on the terms and conditions contained herein.

5.10 Acceptance of Conditions Precedent: Notwithstanding anything contained in the Said Agreement, the Buyers/Allottees confirm that the Buyers/Allottees have accepted and agreed that the following are and shall be the conditions precedent to this Conveyance:

5.10.1 Understanding of Scheme by Buyers/Allottees: The undertaking and covenant of the Buyers/Allottees that the Buyers/Allottees have understood and accepted the under mentioned scheme of development as disclosed by the Promoter/Developer:

- (i) **Real Estate Project:** The Property is earmarked for the purpose of building a residential project comprising multi-storeyed apartment buildings and car parking spaces and the said project shall be known as Rupalekhya “OZONE”(“**Said Complex**”). The development of the Said Complex known as ‘**OZONE**’ *inter alia* consisting of *inter-alia* comprising of B+ Ground Floor+ 7 (B+G+7) storied residential buildings, being constructed on the Project Property on Basement and Ground level Car Parking being constructed on the Project Property, including Club, Gym, swimming pool, community hall, rooftop garden and party area, meditation and yoga space etc being constructed on the Project Property and multiple multi-storied residential building having 1BHK, 2BHK and 3BHK flats on respective floors and car parking spaces proposed as a “real estate project” by the Promoter and is being registered as a ‘real estate project’ (“**the Real Estate Project or Project**”) with the West Bengal Real Estate Regulatory Authority (“**Authority**”), under the provisions of the Act, Rules and Regulations and other rules, regulations, circulars and rulings issued thereunder, as delineated in **Red** colour boundary line on the **Plan** annexed and marked as **Annexure “1”** hereto and more particularly described in the **Schedule A** below.
- (ii) **Whole Project:** The Promoter/Developer is undertaking the development of the Property as a whole as mentioned in Clause 5.3 above (development of the entirety of the Property as envisaged in the Said Agreement, Clause 5.3 above and as also mentioned/contemplated in the other portions of this Conveyance hereinafter referred to as “**the Whole Project**”).

- (iii) **Residential Component:** the Promoter/Developer proposes to develop residential buildings/structures along with its/their common areas, facilities and amenities in the Whole Project and upon the Property (**Residential Component**)
- (iv) **Residential Exclusive Amenities:**The Residential Component proposed to be developed as part of the Whole Project, may be provided with certain common areas, facilities and amenities (**Residential Exclusive Amenities**) and which may exclusively be made available to and usable by such person(s) as the Promoter/Developer may in its sole discretion deem fit including the allottees of the Residential Component and, may not be available to the Buyers/Allottees or any other buyer/occupants of apartments/flats in the Real Estate Project.
- (v) **Further Development:** The Promoter/Developer is entitled to amend, modify and/or substitute the proposed future and further development of the Larger Property, in full or in part, subject to the necessary permission/sanction being granted by the competent Authority and all other concerned authorities
- (vi) **Limited Areas And Facilities:** The Buyers/Allottees agree that the Promoter/Developer shall be entitled to provide and designate certain common areas and facilities appurtenant to apartments/flats in the Real Estate Project as limited and exclusive common areas and facilities, the usage whereof shall be limited and exclusive to the buyer/s of such apartments/flats and to the exclusion of other buyers in the Real Estate Project (**Limited Areas And Facilities**). The Buyers/Allottees agree to use only the Limited Areas And Facilities (if any) specifically identified for the Buyers/Allottees in the Said Apartment And Appurtenances and as more particularly described in the **Schedule B** hereunder written. The Buyers/Allottees agree to not use the Limited Areas And Facilities identified for other buyer(s) nor shall the Buyers/Allottees have any claim of any nature whatsoever with respect to the Limited Areas And Facilities identified for other Buyers/Allottees and/or the usage thereof.

- (vii) **Common Areas:** The Common Areas in the Real Estate Project that may be usable by the Buyers/Allottees and other buyers on a non-exclusive basis are listed in the **Schedule C** hereunder written.
- (viii) **Whole Project Included Amenities:** The common areas, facilities and amenities in the Whole Project including the Real Estate Project that may be usable by the Buyers/Allottees and other buyers in the Whole Project on a non-exclusive basis (**Whole Project Included Amenities**) are listed in the **Schedule D** hereunder written. The Buyers/Allottees agree and accept that the Whole Project Included Amenities may be completed/provided only after completion of the Whole Project. The Buyers/Allottees agree and accept that it shall not be obligatory for the Promoter/Developer to complete the Whole Project Included Amenities (as listed in **Schedule D** below) in all respects prior to handing over of possession of the Said Apartment to the Buyers/Allottees and the Whole Project Included Amenities may be completed/provided only after completion of the Whole Project and the Buyers/Allottees expressly agree not to raise any objection regarding the same and also further waives the right, if any, to do so.
- (ix) **Maximum FAR:** The Promoter/Developer shall be entitled to utilize the Maximum FAR (Floor Area Ratio) or any part thereof, subject to the necessary permission/sanction being granted by all other concerned authorities, and construct additional built-up area by way of – (i) additional apartments and/or additional floors on the Said Block/Building; and/or (ii) additional buildings on any part of the remaining portion of the Property. For the purpose aforesaid, the Promoter/Developer will be entitled from time to time to vary, amend and/or alter the building plans in respect of the Said Block/Building without however, adversely affecting the Said Apartment being sold hereunder, and to carry out construction work accordingly. The Buyers/Allottees hereby irrevocably agrees and gives his/her/its express consent to the Promoter/Developer for carrying out amendments, alternations, modifications, and/or variations in the building plans of the Said Block/Building for the aforesaid purpose and to put up construction accordingly. This consent shall be considered to be the Buyers/Allottees' consent contemplated under the relevant provisions of the Act, Rules and Regulations. The Buyers/Allottees shall not raise any objection or cause any hindrance in the said development/construction by the Promoter/Developer whether on the grounds of noise or air pollution, inconvenience, annoyance or otherwise or on the ground that light and air and/or ventilation to the Said Apartment or any other part of the Said Block/Building being affected by such construction. The Buyers/Allottees hereby agree to give all facilities and co-operation as the Promoter/Developer may require from time to time after taking possession of the Said Apartment, so as to enable the Promoter/Developer to complete the development smoothly and in the manner determined by the Promoter/Developer. It is expressly agreed by the Parties that the Promoter/Developer will be entitled to sell and transfer on ownership basis or otherwise and for its own benefit the additional apartments that may be constructed by the Promoter/Developer as aforesaid.

- (x) **Possession of Said Parking Space comprised in Basement and Ground Floor:** In the event the Said Parking Space (if any has been taken by the Buyers/Allottees in this Conveyance) is situate in the Basement and ground floor, then in such event the Buyers/Allottees agree

and accept that the physical possession of the Said Parking Space shall be given to the Buyers/Allottees only after completion of construction of the basement/ground floor.

5.10.2 Satisfaction of Buyers/Allottees: The undertaking of the Buyers/Allottees to the Owners and the Promoter/Developer that the Buyers/Allottees are acquainted with, fully aware of and are thoroughly satisfied about the title of the Owners, right and entitlement of the Promoter/Developer in the Project Property, the sanctioned plans, all background papers, the right of the Owners and the Promoter/Developer to grant this Conveyance, the scheme of development described above and the extent of the rights being granted in favour of the Buyers/Allottees and the negative covenants mentioned above and/or elsewhere in this Conveyance and the Buyers/Allottees hereby accept the same and shall not raise any objection with regard thereto.

5.10.3 Rights Confined to Said Apartment And Appurtenances: The undertaking of the Buyers/Allottees to the Owners and the Promoter/Developer that the right, title and interest of the Buyers/Allottees are confined only to the Said Apartment And Appurtenances and the Promoter/Developer is entitled to deal with and dispose off all other portions of the Project Property and the Said Block/Building to third parties at the sole discretion of the Promoter/Developer, which the Buyers/Allottees hereby accept and to which the Buyers/Allottees, under no circumstances, shall be entitled to raise any objection.

6. Transfer

6.1 Hereby Made: The Owners and the Promoter/Developer hereby sell, convey and transfer to and unto the Buyers/Allottees, absolutely and forever, free from all encumbrances of any and every nature whatsoever, the Said Apartment And Appurtenances, described in the **Schedule B** below, being:

6.1.1 Said Apartment: Residential Apartment No. _____ on the ___ floor, having carpet area of _____ (_____) square feet, more or less, with attached balcony measuring _____ (_____) square feet, more or less, and the said apartment with attached balcony collectively having built up area of _____ (_____) square feet, more or less, being more particularly described in the **Schedule B** below and the layout of the apartment is delineated in **Green** colour on the **Plan** annexed hereto and marked as **Annexure "2" (Said Apartment)**, in the Project, being part of the Real Estate Project (defined in Clause 5.3 below) registered under the provisions of the West Bengal Real Estate Regulatory Authority at Kolkata on _____ under Registration No. _____, the Real Estate Project is constructed on land measuring 61.2840 (Sixty one point two thousand eight hundred and forty) decimal, [equivalent to 37.06 (Thirty seven point zero six) *cottah* equivalent to 2480.078 (two thousand four hundred and eighty point zero seven eight) square meter], more or less, comprised in *Dag* Nos. 1308, 1309, 1310, 1311, 1312, 1313 and 1316 with *Mouza - Jamalpara*, J.L. No. 42, within the jurisdiction of Rajarhat-Bishnupur (RB-II) Gram Panchayat, R.S No. 124, Touzi No. 173 at present 10, Additional District Sub-Registration Office Rajarhat, NewTown, Under Rajarhat Police Station in the district of North 24 Parganas

6.1.2 Land Share: The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Block/Building as be attributable and appurtenant to the Said Apartment. The Land Share has been derived by taking into consideration the proportion which the area of the Said Apartment bears to the total area of the Said Block/Building.

6.1.3 Said Parking Space: The Parking Space, being the right to park in the parking space/s described in the **Schedule B** below, if any.

6.1.4 Share In Common Areas: The Share In Common Areas, being the undivided, impartible, proportionate and variable share in the Common Areas of the Real Estate Project, the said Common Areas of the Real Estate Project being described in **Schedule C** below.

7. Consideration and Payment

7.1 Consideration: The aforesaid conveyance of the Said Apartment And Appurtenances is being made by the Owners and the Promoter/Developer in consideration of a sum of Rs.

_____ /- (Rupees _____), paid by the Buyers/Allottees to the Owners and the Promoter/Developer, receipt of which the Promoter/Developer hereby and by the Memo and Receipt of Consideration by Owners and Promoter/Developer below, admit and acknowledge.

8. Terms of Transfer

8.1 Title, Sanctioned Plans and Construction: The Buyers/Allottees have examined or caused to be examined the following and the Buyers/Allottees are fully satisfied about the same and shall not be entitled to and covenants not to raise any requisition, query, clarification or objection regarding the same and also further waives the right, if any, to do so:

- (a) The right, title, interest and authority of the Owners and the Promoter/Developer in respect of the Project Property, the Said Block/Building and the Said Apartment And Appurtenances;
- (b) The sanctioned plans sanctioned by the Competent Authority;
- (c) The construction and completion of the Said Block/Building, the Common Areas, the Said Apartment and the Said Parking Space (if any) including the quality, specifications, materials, workmanship and structural stability thereof.

8.2 Measurement: The Buyers/Allottees have measured the area of the Said Apartment and are satisfied regarding the same and agree and covenant not to ask for any details or question the computation of area or make any claims in respect thereof.

8.3 Clarification on GST Input Credit: The Buyers understand, confirm and accept that the Consideration of the Said Apartment And Appurtenances has been arrived at after adjusting the full GST input credit to be passed on to the Buyers and the Buyers consequently shall not be entitled to and covenant not to raise any manner of dispute, claim and/or demand against the Owners and/or the Promoter/Developer in this regard.

8.4 Salient Terms: The transfer of the Said Apartment And Appurtenances being effected by this Conveyance is:

8.4.1 Conveyance: sale within the meaning of the Transfer of Property Act, 1882.

8.4.2 Absolute: absolute, irreversible and in perpetuity.

8.4.3 Free from Encumbrances: free from all encumbrances of any and every nature whatsoever including but not limited to *lis pendens*, attachments, liens, charges, mortgages, trusts, *debentures*, reversionary rights, residuary rights, claims and statutory prohibitions.

8.4.4 Benefit of Common Areas: subject to the terms and conditions of this Conveyance, together with proportionate ownership, benefit of user and enjoyment of the Common Areas described in the **Schedule C** below, in common with the other co-owners of the Said Block/Building, including the Owners and the Promoter/Developer (if the Owners and/or the Promoter/Developer retain any Apartment in the Said Block/Building).

8.5 Subject to: The sale of the Said Apartment And Appurtenances being effected by this Conveyance is subject to:

8.5.1 Payment of Rates & Taxes: the Buyers/Allottees regularly and punctually paying costs, expenses, deposits and charges for Municipal Tax, surcharge, levies, cess, etc. (collectively **Rates & Taxes**), as be assessed for the Said Apartment And Appurtenances.

8.5.2 Payment of Monthly Subscription, User Charge for Said Club: the Buyers/Allottees regularly and punctually paying the monthly subscription of the Said Club and user charge for use of facilities at the recreational club, as determined by the Promoter/Developer.

8.5.3 Payment of Maintenance Charge: the Buyers/Allottees regularly and punctually paying proportionate share (**Maintenance Charge**) in the common expenses for maintenance and upkeep of the Common Areas, indicatively described in the **Schedule F** below (collectively **Common Expenses/Maintenance Charge**).

8.5.4 Observance of Covenants: the Buyers/Allottees observing, performing and accepting the stipulations, regulations and covenants (collectively **Covenants**), described in the **Schedule E** below.

8.5.5 Indemnification by Buyers/Allottees: indemnification by the Buyers/Allottees about the Buyers/Allottees faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Buyers/Allottees hereunder. The Buyers/Allottees agree to keep indemnified the Owners and the Promoter/Developer and/or their successors-in-interest, of, from and against any losses, damages, costs, charges and expenses which may be suffered by the Owners and the Promoter/Developer and/or their successors-in-interest by reason of any default of the Buyers/Allottees.

9. Possession

9.1 Delivery of Possession: *Khas*, vacant, peaceful, satisfactory, acceptable and physical possession of the Said Apartment And Appurtenances has been handed over by the Promoter/Developer to the Buyers/Allottees, which the Buyers/Allottees admit, acknowledge and accept.

10. Outgoings

10.1 Payment of Outgoings: All municipal taxes on the Said Apartment And Appurtenances, relating to the period till the date of expiry of the notice of possession of the Said Apartment And Appurtenances to the Buyers/Allottees (**Date Of Possession**), whether as yet demanded or not, shall be borne, paid and discharged by the Promoter/Developer and all liabilities,

outgoings, charges, taxes and levies relating to the Said Apartment And Appurtenances from the Date Of Possession shall be borne, paid and discharged by the Buyers/Allottees.

11. Holding Possession

11.1 Buyers/Allottees Entitled: The Owners and the Promoter/Developer hereby covenant that the Buyers/Allottees shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Apartment And Appurtenances and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Buyers/Allottees, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Owners and the Promoter/Developer or any person lawfully or equitably claiming any right or estate therein from, under or in trust from the Owners and the Promoter/Developer.

12. Further Acts

12.1 Owners and Promoter/Developer to do: The Owners and the Promoter/Developer hereby covenant that the Owners and the Promoter/Developer or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Buyers/Allottees and/or successors-in-interest of the Buyers/Allottees, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Buyers/Allottees to the Said Apartment And Appurtenances.

12.2 Promoter/Developer to do: The Promoter/Developer hereby covenants that the Promoter/Developer or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Buyers/Allottees and/or successors-in-interest of the Buyers/Allottees, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Buyers/Allottees to the Said Apartment And Appurtenances.

13. Defect Liability:

13.1 The Promoter/Developer shall rectify all reasonable construction related defects in the Said Apartment, if any, brought to the notice of the Promoter/Developer, at its own cost and effort, within five calendar years from the date of completion certificate, issued by the Competent Authority.

13.2 It is clarified that the Promoter/Developer shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Buyers/Allottees and/or any other buyers in the Real Estate Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Buyers/Allottees and/or any other buyer/person in the Real Estate Project and/or the Whole Project and/or the Property. The Buyers/Allottees are aware that the Said Block/Building is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Said Block/Building at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's obligation to rectify any defect(s) as mentioned in this Clause and the Buyers/Allottees and/or the association of buyers shall have no claim(s) of whatsoever nature against the Promoter in this regard.

13.3 It is clarified that the above said responsibility of the Promoter/Developer shall not cover defects, damage, or malfunction resulting from (a) misuse (b) unauthorised modifications or repairs done by the Buyers/Allottees or his/her/their/its nominee/agent (c) cases of force majeure (d) failure to maintain the amenities/equipment (e) accident and (f) negligent use.

13.4 Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. Provided that where the manufacturer warranty as shown by the Promoter/Developer to the Buyers/Allottees end before the defect liability period and such warranties are covered under the maintenance of the Said Complex and if the annual maintenance contracts are not done/renewed by the Buyers/Allottees, the Promoter shall not be responsible for any defects occurring due to the same. The Real Estate Project/Project Property as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as to be sustainable and in proper working condition to continue warranty in both the Apartments and the Common Areas wherever applicable. The Buyers/Allottees have been made aware and the Buyers/Allottees expressly agree that the regular wear and tear of the Real Estate Project/Project Property excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20⁰ Centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Buyers/Allottees it shall be necessary to appoint an expert/surveyor to be nominated by the Architect of the Real Estate Project/Project Property, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Said Apartment and in the workmanship executed.

14. General

14.1 Conclusion of Contract: The Parties have concluded the contract in respect of the Said Apartment And Appurtenances by this Conveyance after having exhaustively and comprehensively satisfied each other with regard to their respective rights, duties and obligations, statutory as well as contractual. Hence, any claim, under law or equity, shall be barred and shall not be maintainable by the Parties against each other in future.

14.2 Overriding Effect: It is clarified that this Conveyance shall supersede and/or shall have overriding effect on the agreement for sale and/or any other documents executed prior to the date of this Conveyance.

15. Interpretation

15.1 Number: Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa.

15.2 Headings: The headings in this Conveyance are inserted for convenience only and shall be ignored in construing the provisions of this Conveyance.

15.3 Definitions: Words and phrases have been defined in the Conveyance by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.

15.4 Documents: A reference to a document includes an amendment and supplement to, or replacement or novation of that document.

**SCHEDULE ‘A’
(Property)**

land measuring 61.2840 (Sixty one point two thousand eight hundred and forty) decimal, [equivalent to 37.06 (Thirty seven point zero six) *cottah* equivalents to 2480.078 (two thousand four hundred and eighty point zero seven eight) square meter], more or less, comprised in *Dag* Nos. 1308, 1309, 1310, 1311, 1312, 1313 and 1316 with *Mouza - Jamalpara*, J.L. No. 42, within the jurisdiction of Rajarhat-Bishnupur (RB-II) Gram Panchayat, R.S No. 124, Touzi No. 173 at present 10, Additional District Sub-Registration Office Rajarhat, NewTown, Under Rajarhat Police Station in the district of North 24 Parganas (**Project Property**), which is more particularly described in **Schedule A** below and is delineated by **Red** colour boundary line on the **Plan** annexed hereto and marked as **Annexure “1”**. thereon and butted and bounded as follows:

On the North :

On the East :

On the South :

On the West :

**SCHEDULE ‘B’
(Said Apartment And Appurtenances)**

- (a) The Said Apartment, being Residential Apartment No. _____ on the ___th floor, having carpet area of _____ (_____) square feet, more or less, with attached balcony measuring _____ (_____) square feet, more or less, and the said apartment with attached balcony collectively having built up area of _____ (_____) square feet, more or less, constructed in the Building. The layout of the Said Apartment is delineated in **Green** colour on the **Plan** annexed hereto and marked as **Annexure “2”**;
- (b) The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Block/Building, as be attributable and appurtenant to the Said Apartment;
- (c) The Said Parking Space, being the right to park 1 (one) medium sized car in the Basement/Ground floor, admeasuring _____ (____) square feet, in the said Building of the Said Complex;

Or

The Said Parking Space, being the right to park 1 (one) medium sized car in the open space, bearing no. _____, admeasuring _____ (_____) square feet, adjacent to the said Block/Building of the Said Complex;

Or

The Said Parking Space, being the right to park 1 (one) medium sized car in the covered space, bearing no. _____, admeasuring _____ (_____) square feet, on the ground level of the Said Block/Building of the Said Complex;

Or

The Said Parking Space, being the right to park 1 (one) medium sized car in the covered space _____, bearing no. ____,
admeasuring _ (_____) square feet, at the ground level adjacent to the Said Building in the Said Complex;

- (d) The Share In Common Areas, being the undivided, impartible, proportionate and variable share and/or interest in the Common Areas of the Real Estate Project described in the **Schedule C** below, as be attributable and appurtenant to the Said Apartment.

SCHEDULE 'C'

(Common Areas Of the Real Estate Project)

(Which Are Part Of the Real Estate Project)

- Entrance Lobby at the ground level of the Said Block/Building
- Lift machine room(s) and lift well(s) of the Said Block/Building
- Water supply pipeline in the Said Block/Building (save those inside any apartment)
- Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other common portions of the Said Block/Building
- Intercom Network in the Said Block/Building
- Broadband connection in the Said Block/Building, if any
- Lift(s) and allied machineries in the Said Block/ Building
- Roof Area
- CCTV
- Lobbies on all floors and the staircase(s) of Said Block/Building
- Water reservoirs/tanks of the Said Block/Building
- Drainage and sewage pipeline in the Said Block/Building (save those inside any apartment)
- Electricity meter(s) for common installations and space for their installation
- Network of Cable TV/DTH in the Said Block/Building, if any
- Fire fighting system in the Said Block/Building
- External walls of the Said Block/Building
- Stair case

SCHEDULE 'D'
(Whole Project Included Amenities)
(Being description of the common areas, facilities and amenities in the Whole Project that may be used by the Buyers/Allottees on a non-exclusive basis along with buyer(s)/occupants in

Sl.	Whole Project Included Amenities
1	Club and Spacious Community Hall
2	Swimming Pool
3	Driveways, fire tender paths, walkways, Jogging track
4	Rooftop Garden and Party area
5	Tranquil Meditation & yoga space
6	Gym area
7	Children Play area
8	Pets play zone
9	Central drainage & sewage pipeline and central water supply pipeline
10	All other areas, facilities and amenities for common use and enjoyment of Said Complex
11	Ingress and Egress Easement Right to Patharghata Bishnupur Road

SCHEDULE 'E'
(Covenants)

The Buyers/Allottees covenant with the Promoter/Developer (which expression includes the body of apartment owners of the Real Estate Project under the West Bengal Apartment Ownership Act, 1972 (“**Association**”), wherever applicable) and admits and accepts that:

1. **Satisfaction of Buyers/Allottees:** The Buyers/Allottees are acquainted with, fully aware of and are thoroughly satisfied about the title of the Owners, right and entitlement of the Promoter/Developer, the sanctioned plans, all the background papers, the right of the Owners and the Promoter/Developer to enter into this Conveyance, the scheme of development described in this Conveyance and the extent of the rights being granted in favour of the Buyers/Allottees and the negative covenants mentioned in this Conveyance and the Buyers/Allottees hereby accept the same and shall not raise any objection with regard thereto.

2. **Buyers/Allottees Aware of and Satisfied with Common Areas and Specifications:** The Buyers/Allottees, upon full satisfaction and with complete knowledge of the Common Areas, quality, specifications, materials, workmanship and structural stability thereof and all other ancillary matters, is entering into this Conveyance. The Buyers/Allottees have examined and is acquainted with the Said Complex and has agreed that the Buyers/Allottees shall neither have nor shall claim any right over any portion of the Said Block/Building and/or the Said Complex and/or the Whole Project **save and except** the Said Apartment And Appurtenances.

3. **Facility Manager:** The Promoter/Developer shall hand over management and upkeep of all Common Areas to a professional facility management organization (**Facility Manager**). In this regard, it is clarified that (1) the Facility Manager shall operate, manage and render specified day to day services with regard to the Common Areas of the Said Complex (2) the Facility Manager shall levy and collect the Common Expenses/Maintenance Charges (3) the Buyers/Allottees shall be bound to pay the Common Expenses/Maintenance Charges to the Facility Manager (4) the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Buyers/Allottees and it shall be deemed that the Facility Manager is rendering the services to the Buyers/Allottees for commercial

considerations (5) the Facility Manager shall merely be the service provider for rendition of services with regard to the Common Areas and no superior rights with regard to the Common Areas shall vest in the Facility Manager and (6) the Facility Manager may be replaced by consent of 80% (eighty percent) or more of the buyers of the Said Complex/Whole Project.

4. **Buyers/Allottees to Mutate and Pay Rates & Taxes:** The Buyers/Allottees shall (1) pay the Tax, surcharge, levies, cess etc. (proportionately for the Said Block /Building and/or the Said Complex and wholly for the Said Apartment And Appurtenances and until the Said Apartment And Appurtenances is separately mutated and assessed in favour of the Buyers/Allottees, on the basis of the bills to be raised by the Promoter/Developer/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Buyers/Allottees in respect thereof and (2) have mutation completed at the earliest. The Buyers/Allottees further admit and accept that the Buyers/Allottees shall not claim any deduction or abatement in the bills of the Promoter/Developer/the Facility Manager or the Association (upon formation)/the Apex Body (upon formation).
5. **Buyers/Allottees to Pay Common Expenses/Maintenance Charges:** The Buyers/Allottees shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Promoter/Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Buyers/Allottees in respect thereof. The Buyers/Allottees further admit and accept that (1) the Buyers/Allottees shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges and (2) the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Promoter/Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation). In regard to the Common Expenses/Maintenance Charges it is clarified that notwithstanding anything contained in the Said Agreement (defined in Clause 5.7 above), including the Maintenance Charges for Common Areas specified in Schedule C of the Said Agreement, the Buyers/Allottees agree and accept that the CAM charges paid by the Buyers/Allottees to the Promoter/Developer at and/or before the date of execution of this Deed of Conveyance (**Maintenance Deposit**) shall always be treated as Maintenance Deposit, which shall be held by the Promoter/Developer, as security for payment of Common Expenses/Maintenance Charges and in the event of any non-payment/default by the Buyers/Allottees in paying the Common Expenses/Maintenance Charge, the Promoter/Developer shall be entitled to deduct from the Maintenance Deposit the amount in default. Immediately upon such deduction, the Buyers/Allottees shall deposit with the Promoter/Developer an amount equivalent to such deduction so that the Maintenance Deposit remains intact at all times.
6. **Buyers/Allottees to Pay Interest for Delay and/or Default:** The Buyers/Allottees shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Promoter/Developer /the Facility Manager/the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Buyers/Allottees shall pay interest @ 2% (two percent) per month or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment, to the Promoter/Developer /the Facility Manager/the Association (upon

formation), as the case may be. The Buyers/Allottees also admit and accept that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Buyers/Allottees and the

Buyers/Allottees shall be disallowed from using the Common Areas Of the Real Estate Project/Whole Project Included Amenities.

7. **Promoter/Developer's Charge/Lien:** The Promoter/Developer shall have first charge and/or lien over the Said Apartment And Appurtenances for all amounts due and payable by the Buyers/Allottees to the Promoter/Developer **provided however** if the Said Apartment And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Promoter/Developer shall stand extinguished on the financial institution clearing all dues of the Promoter/Developer.
8. **No Obstruction by Buyers/Allottees to Further Construction:** Subject to compliance with Section 14 of the Act, the Promoter/Developer shall be entitled to construct further floors on and above the top roof of the Said Block/Building and/or make other constructions elsewhere on the Said Complex and/or Whole Project and the Buyers/Allottees shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Buyers/Allottees due to and arising out of the said construction/developmental activity. The Buyers/Allottees also admit and accept that the Promoter/Developer and/or employees and/or agents and/or contractors of the Promoter/Developer shall be entitled to use and utilize the Common Areas for movement of building materials and for other purposes and the Buyers/Allottees shall not raise any objection in any manner whatsoever with regard thereto.
9. **No Rights of or Obstruction by Buyers/Allottees:** All open areas in the Project Property proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Conveyance and the Promoter/Developer shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.
10. **Variable Nature of Land Share and Share In Common Areas:** The Buyers/Allottees fully comprehend and accept that (1) the Share In Common Areas is a notional proportion that the Said Apartment bears to the currently proposed area of the Said Block/Building/Real Estate Project (2) if the area of the Said Block/Building/ Real Estate Project is recomputed by the Promoter/Developer, then the Share In Common Areas shall vary accordingly and proportionately and the Buyers/Allottees shall not question any variation (including diminution) therein (3) the Buyers/Allottees shall not demand any refund of the Consideration paid by the Buyers/Allottees on the ground of or by reason of any variation of the Share In Common Areas and (4) the Share In Common Areas are not divisible and partible and the Buyers/Allottees shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter/Developer, in its absolute discretion.
11. **Buyers/Allottees to Participate in Formation of Association and Apex Body:** The Buyers/Allottees admit and accept that the Buyers/Allottees and other intending buyers of apartments in the Said Complex shall form the Association and the Buyers/Allottees shall become a member thereof. Further, the Association shall be bound to form a common maintenance body with all similar associations of all building/s in the Other Residential Component for supervision of maintenance of the facilities common for occupants of the Said Complex (**Apex Body**). The Buyers/Allottees shall bear and pay the proportionate expenses of the Association and the Apex Body and shall acquire and hold membership with voting rights and in this

regard the Buyers/Allottees shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required.

Notwithstanding formation of the Association and the Apex Body, the Facility Manager shall look after the maintenance of the Common Areas. Each apartment owner will be entitled to cast a vote irrespective of his/her/its size of Apartment. The Buyers/Allottees further admit and accept that the Buyers/Allottees shall ensure and not object to the Association joining the Apex Body.

12. **Obligations of Buyers/Allottees:** The Buyers/Allottees shall:

- (a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Block/Building, the Real Estate Project, the Whole Project and the Said Complex by the Promoter/Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).
- (b) **Observing Rules:** observe the rules framed from time to time by the Promoter/Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the beneficial common enjoyment of the Said Block /Building, the Real Estate Project, the Whole Project and the Said Complex.
- (c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Apartment And Appurtenances, wholly and the Common Areas, proportionately, from the Date Of Possession.
- (d) **Meter and Cabling:** be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter/Developer or to the other apartment owners. The main electric meter shall be installed only at the common meter space in the Said Complex. The Buyers/Allottees shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Block /Building, the Project Property, and outside walls of the Said Block /Building **save** in the manner indicated by the Promoter/Developer/the Facility Manager/the Association (upon formation). The Promoter/Developer shall endeavor to provide T.V. cable line or DTH connection with cabling but set top boxes shall have to be purchased by the Buyers/Allottees.
- (e) **Residential Use:** use the Said Apartment for residential purpose only. Under no circumstances shall the Buyers/Allottees use or allow the Said Apartment to be used for commercial, industrial or other non-residential purposes. The Promoter/Developer shall also not use or allow the Said Apartment to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- (f) **No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Apartment and the Said Block /Building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Apartment. In the event the Buyers/Allottees make any alterations/changes, the Buyers/Allottees shall compensate the Promoter/Developer /the Association (upon formation) (as the case may be) as

estimated by the Promoter/Developer /the Association (upon formation) for restoring it to its original state.

- (g) **No Structural Alteration and Prohibited Installations:** not alter, modify or in any manner change the structure or any civil construction in the Said Apartment And

Appurtenances or the Common Areas or the Said Block /Building. The Buyers/Allottees shall not install any dish-antenna on the balcony and/or windows of the Said Block /Building and/or on any external part of the Said Block /Building and/or the roof thereof. The Buyers/Allottees shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. The Buyers/Allottees shall install pipelines and ledge only at such places, as be specified and prescribed by the Promoter/Developer. Grills may only be installed by the Buyers/Allottees on the inner side of the doors and windows of the Said Apartment. The Buyers/Allottees shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Promoter/Developer, it being clearly understood by the Buyers/Allottees that no out-door units of split air-conditioners will be installed on the external walls of the Said Block /Building and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Buyers/Allottees shall install the out-door unit of the same either inside the Buyers/Allottees' own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place. The Buyers/Allottees shall also not install any collapsible gate on the main door/entrance of the Said Apartment. The Buyers/Allottees accept that the aforesaid covenants regarding grills, air- conditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Complex, which is beneficial to all.

- (h) **No Sub-Division:** not sub-divide the Said Apartment And Appurtenances and the Common Areas, under any circumstances.
- (i) **No Changing Name:** not change/alter/modify the names of the Said Block /Building and the Said Complex from that mentioned in this Conveyance.
- (j) **Trade Mark Restriction:** not to use the name/mark *RUPALEKHYA* in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever **save and except** for the purpose of address of the Said Apartment and if the Buyers/Allottees does so, the Buyers/Allottees shall be liable to pay damages to the Promoter/Developer and shall further be liable for prosecution for use of the mark *RUPALEKHYA*.
- (k) **No Nuisance and Disturbance:** not use the Said Apartment or the Common Areas or the Said Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Block /Building and/or the neighbouring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.
- (l) **No Storage:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.
- (m) **No Obstruction to Promoter/Developer/Facility Manager/Association/ Apex Body:**not obstruct the Promoter/Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) in their acts

relating to the Common Areas and not obstruct the Promoter/Developer in constructing on other portions of the Said Block/Building and/or the Said Complex/Whole Project/Project Property and selling or granting rights to any person on any part of the Said Block

/Building/Said Complex/Whole Project/Project Property (excepting the Said Apartment and the Said Parking Space, if any).

- (n) **No Obstruction of Common Areas:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Apartment and the Said Parking Space, if any.
- (o) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Promoter/Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the use of the Common Areas.
- (p) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas **save** at the places indicated therefor.
- (q) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Apartment, the Said Parking Space, if any or the Common Areas.
- (r) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Apartment and the Said Parking Space, if any.
- (s) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Areas or outside walls of the Said Apartment/Said Block /Building/Said Complex **save** at the place or places provided therefor **provided that** this shall not prevent the Buyers/Allottees from displaying a standardized name plate outside the main door of the Apartment.
- (t) **No Floor Damage:** not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment **save** usual home appliances.
- (u) **No Installing Generator:** not install or keep or run any generator in the Said Apartment and the Said Parking Space, if any.
- (v) **No Use of Machinery:** not install or operate any machinery or equipment except home appliances.
- (w) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Apartment.
- (x) **No Damage to Common Areas:** not damage the Common Areas in any manner and if such damage is caused by the Buyers/Allottees and/or family members, invitees or servants of the Buyers/Allottees, the Buyers/Allottees shall compensate for the same.
- (y) **Fire Safety and Air Conditioning Equipment:** not object to any fire safe equipment including fire sprinklers and Air Conditioning equipment being

installed inside the

Said Apartment and/or the Common Areas, as per statutory requirements. The Buyers/Allottees hereby understand and accept that as per the present statutory requirements/fire norms, the fire extinguisher pipe line/fire sprinklers cannot be concealed within any wall and/or ceiling of the Said Apartment and consequently all fire extinguisher pipe line/fire sprinklers installed in the Said Apartment shall always remain exposed and the Buyers/Allottees shall not raise any objection in any manner whatsoever with regard thereto and further the Buyers/Allottees hereby confirm that the Buyers/Allottees shall not violate any terms of the statutory requirements/fire norms.

- 12.1 **Notification Regarding Letting/Transfer:** If the Buyers/Allottees lets out or sells the Said Apartment And Appurtenances, the Buyers/Allottees shall immediately notify the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) of the tenant's address and telephone number. Further, prior to any sale and/or transfer of the Said Apartment And Appurtenances, the Buyer shall obtain a No Objection Certificate (**Maintenance NOC**) from the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), which shall only be issued to the Buyer after payment of all outstanding Common Expenses/Maintenance Charges, if any.
- 12.2 **No Objection to Construction:** The Buyers/Allottees have accepted the scheme of the Promoter/Developer to construct/develop the Said Complex/Whole Project in phases and to construct on other portions of the Larger Property and hence the Buyers/Allottees have no objection to the continuance of construction in the other portions of the Larger Property/the Said Complex, even after the date of possession notice. The Buyers/Allottees shall not raise any objection to any inconvenience that may be suffered by the Buyers/Allottees due to and arising out of the said construction/developmental activity.
- 12.3 **No Right in Other Areas:** The Buyers/Allottees shall not have any right in the other portions of the Property/the Said Complex and the Buyers/Allottees shall not raise any dispute or make any claim with regard to the Promoter/Developer either constructing or not constructing on the said other portions of the Property/the Said Complex.
- 12.4 **Roof Rights:** A demarcated portion of the top roof of the Said Block /Building shall remain common to all owners of the Said Block/Building (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in the Common Roof and the balance of the top roof of the Said Block /Building shall belong to the Promoter/Developer with right of exclusive transfer and the Buyers/Allottees specifically agree not to do any act which prevent or hinder such transfer. Notwithstanding the demarcation of the top roof of the Said Block /Building as aforesaid, the Promoter/Developer shall always have the right of further construction on the entirety of the top roof and the Buyers/Allottees specifically agree not to do any act which prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all owners of the Said Block /Building.
- 12.5 **Hoardings:** The Promoter/Developer shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter/Developer is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter/Developer may in its sole discretion deem fit on the Larger Property and on the façade, terrace, compound wall or other part of the buildings as may be

developed from time to time. The Promoter/Developer shall also be entitled to place, select, decide hoarding/board sites.

- 12.6 **Transfer of Common Areas to Association:** Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that if at any time,

under the provisions of the applicable laws, the Common Areas and all deposits relating thereto and/or the common areas within the MLCP and/or the land comprised in the Project Property and/or any part thereof are required to be transferred to the association of buyers, then the Promoter/Developer and/or the Owners, as per their respective entitlements, shall be entitled to do so and the Buyers/Allottees shall do all acts, deeds and things and sign, execute and deliver all papers documents etc., as be required therefor and if any stamp duty, registration fee, legal fees, other expenses, etc., is payable therefor, then the same shall be borne paid and discharged by the buyers of the Project (including the Buyers/Allottees herein) proportionately and the Promoter/Developer and/or the Owners shall not be liable therefor in any manner whatsoever and the Buyers/Allottees and the other buyers shall keep the Promoter/Developer and the Owners fully indemnified with regard thereto.

13. Said Club:

13.1 The Promoter/Developer has decided to provide several amenities and facilities in a social and recreational club within the Said Complex (**Said Club**), intended for use and enjoyment of all buyers of the Whole Project. It is clarified that (1) the decision of the Promoter/Developer as to what amenities and facilities shall be included in the Said Club shall be final and binding on the Buyers/Allottees (2) the Buyers/Allottees hereby unconditionally accept the proposed usage of the Said Club by the other allottees of the Whole Project and shall not, under any circumstances, raise any objection or hindrance to the other allottees of the Whole Project using all or part of the amenities and facilities provided in the Said Club.

13.2 **Membership Obligation of Buyers/Allottees:** Membership of the Said Club being compulsory for all buyers of the Whole Project, the Buyers/Allottees [which expression, in the context of the Said Club, means only 1 (one) person if the number of Buyer/Allottee(s) is more than 1 (one), as be nominated *inter se* among the Buyers/Allottees], the Buyers/Allottees agree to become a member of the Said Club, on the preliminary terms and conditions recorded herein. The Buyers/Allottees understand and accept that (1) detailed terms and conditions of membership and rules and regulations governing use of the Said Club and its facilities will be formulated by the Club Manager (defined below) in due course and circulated to members before the Said Club is made operational (2) all members (including the Buyers/Allottees) will be required to abide by these terms and conditions and rules and regulations **and** (3) the acceptance by the Buyers/Allottees of the club scheme shall be a condition precedent to completion of sale of the Said Apartment And Appurtenances in terms of this Conveyance.

13.3 **Membership Scheme of Said Club:** The Buyers/Allottees understand and accept that (1) membership of the Said Club shall be open only to the buyers of the Whole Project/Said Complex (2) each apartment is entitled to 1 (one) membership, irrespective of the number of owners of such apartment (3) membership is open only to individuals (i.e. no corporate membership) and if the Buyers/Allottees are body corporate, it will be required to nominate 1 (one) occupier of the Said Apartment, who, for all purposes, shall be treated as the member of the Said Club (4) the Said Club can be used by the member and his/her immediate family i.e. spouse and dependent children below 21 (twenty one) years subject to a maximum of 4 (four) dependents (5) members may, subject to the reservation of rights of admission and club rules, bring in guests on payment of guest fees (6) in the event of sale/transfer of the Said Apartment, the membership will stand terminated and the Buyers/Allottees

shall be granted a new membership at the then applicable terms and as per the rules and regulations of the Said Club then in force **and (7)** if the Buyers/Allottees let out

his/her apartment, he/she may request a temporary suspension of his/her usage right of the Said Club and permission for usage of the Said Club by the tenant under his/her membership; if such permission is granted, the tenant may use the Said Club only during the tenure of the tenancy subject to payment of all charges as would have been payable by the Buyers/Allottees.

- 13.4 **Facilities of Said Club:** The Buyers/Allottees understand and accept that the Promoter/Developer shall have the sole rights and discretions in planning the details and facilities of the Said Club and the same may also be varied at the sole discretion of the Promoter/Developer.
- 13.5 **Commencement of Operation of Said Club:** The Promoter/Developer reasonably expects that the Said Club shall be made operational after the entirety of the Real Estate Project is completed and made ready. The Buyers/Allottees understand and accept that the date of possession of the Said Apartment and/or Completion Date of the Said Block/Building has no connection and correlation with the Said Club becoming operational and the Buyers/Allottees shall not raise any claim or objection in this regard.
- 13.6 **Club Manager:** The Buyers/Allottees understand and accept that the Said Club (at the sole discretion of the Promoter/Developer) shall be managed and operated professionally through a club operation and management agency (**Club Manager**), to be exclusively engaged by the Promoter/Developer, at its sole discretion. Notwithstanding formation of the Association and the Apex Body, the Club Manager shall at all times continue to look after the maintenance and running of the Said Club. The Buyers/Allottees further understand and accept that the Club Manager can only be changed and/or replaced at the sole discretion of the Promoter/Developer and the Buyers/Allottees shall have no right to replace the Club Manager.
- 13.7 **Membership Fee /Security Deposit / Extra cost / Misc. cost :** The Allottee understands and accepts that the Allottee have to pay all membership fee / security deposit/ extras/misc. cost for membership of the Said Club , electricity transformer, generator maintainance charges etc as per extras and deposit mentioned in **SCHEDULE-C**.
- 13.8 **User Charge:** The Buyers/Allottees understand and accept that **(1)** some facilities of the Said Club will be available for use free of charge by members while other facilities will be on a pay by use basis **and (2)** the rate, schedule etc. will be determined at the time of the opening of the Said Club, at the sole discretion of the Club Manager.

SCHEDULE 'F' **(Common Expenses)**

1. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.

2. **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Block /Building and the Said Complex and the road network, STP etc.
 3. **Association:** Establishment and all other capital and operational expenses of the Association of buyers.
 4. **Litigation:** All litigation expenses incurred for the common purposes and relating to commonuse and enjoyment of the Common Areas.
 5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas [including the exterior or interior (but not inside any apartment) walls of the Said Block / Building] and the road network, STP etc.
 6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas, including elevators, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas and the road network.
 7. **Rates and Taxes:** Municipal Tax, surcharge, Water Tax and other levies in respect of the Said Block /Building and the Said Complex **save** those separately assessed on the Buyers/Allottees.
 8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.
 9. **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipment and personnel, if any.
- 16. Execution and Delivery**
- 16.1 **In Witness Whereof** the Parties have executed and delivered this Conveyance on the date mentioned above.

1. Dwarkapati Infra Projects Pvt. Ltd
2. Dwarkapati Infra Projects Pvt. Ltd
3. Dwarkapati Infra Projects Pvt. Ltd
4. Mareo Sales Pvt. Ltd.
5. Mareo Sales Pvt. Ltd.
6. Natural Developers Pvt. Ltd.
7. Newtral Holdings Pvt. Ltd.
8. Oscar Business Pvt. Ltd.
9. Oscar Business Pvt. Ltd.
10. Smart Champ Business Pvt. Ltd.
11. Smart Champ Business
12. Simplicity Developers Pvt. Ltd.

**Represented by their Authorized
Signatory(_____)
[Owners]**

Rupalekhya Infrastructure Pvt. Ltd

**Represented by its Authorized
Signatory(_____)
Rupalekhya Infrastructure Pvt. Ltd**

[Promoter/Developer]

[Buyers/Allottees]

Drafted by:

Advocate at High Court, Calcutta

Witnesses:

Signature_____

Signature_____

Name:_____

Name:_____

Father's Name: _____

Father's Name: _____

Address:

Address:

Kolkata-700

Kolkata-700

**Represented by its Authorized
Signatory(_____)
[Owners]**

Rupalekhya Infrastructure

**Represented by its Authorized
Signatory
(

)Rupalekhya
Infrastructure
[Promoter/Developer]**

Witnesses:

Signature_____

Signature_____

Name : _____

Name : _____

Witnesses:

Signature _____

Name : _____

Signature _____

Name : _____

RUPALEKHYA INFRASTRUCTURES PVT. LTD.

Rupalekha Anand
DIRECTOR