

CONVEYANCE

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

-: BY & BETWEEN: -

Sl. No.	COMPANY NAME	PAN
1	AALAYAM ESTATES LLP	ABPFA7234A
2	AVENUE ESTATES LLP	ABPFA7236C
3	BIRCHBURY HIRISE LLP	AAVFB3583A
4	BUILDNEST COMPLEX LLP	AAVFB3584H
5	CAPITVAL REALTY LLP	AAOFC7658J
6	CASCADUS PROMOTERS LLP	AAOFC7660C
7	DENPLEX BUILDERS LLP	AAQFD4212K
8	DOVIMO BUILDERS LLP	AAQFD3398C
9	FLAT DELUXE DEVCON LLP	AAGFF7292R
10	HALF CIRCLE TOWERS LLP	AAMFH4976L
11	HERRINGBONE INFRACON LLP	AAMFH4196C
12	HIGH SAIL PROMOTERS LLP	AAMFH4362G
13	HIGHREALTY PROMOTERS LLP	AAMFH4091G
14	HIGHREX REALTORS LLP	AAMFH4771M
15	HEMOCROWN INFRAPROPERTIES LLP	AAMFH4096B
16	HOMEMOVER BUILDCON LLP	AAMFH4363H
17	HOMEPAD REALTORS LLP	AAMFH4261L
18	HOMEPLAN HIRISE LLP	AAMFH6904Q
19	HOMEROOF ESTATES LLP	AAMFH4364A
20	HOMESPHERE BUILDERS LLP	AAMFH4668P
21	HOSTHOME BUILDERS LLP	AAMFH4197D
22	HOUSEBRICKS CONSTRUCTORS LLP	AAMFH4365B
23	HOUSEMOVER REALTORS LLP	AAMFH4366C
24	KINGION BUILDERS LLP	AAVFK1251C
25	LANDBEAN DEVELOPERS LLP	AAIFL4437C
26	HOMERLEY DEVELOPERS LLP	AAMFH4030K
27	KEEP CASTLE REAL ESTATE LLP	AAVFK1157B
28	LENDURY INFRAPROPERTIES LLP	AAIFL4113D

DTC PROJECTS PVT. LTD.

Kai Khai Go
Authorised Signatory

29	LUSH TOWERS LLP	AAIFL4014H
30	LUXERIOR DEVELOPERS LLP	AAIFL4242P
31	MODERNIVA PROMOTERS LLP	ABMFM2321H
32	MORNINGVALE DEVELOPERS LLP	ABMFM2147H
33	NEWLEIGH DEVELOPERS LLP	AAQFN8050M
34	NEXOVALT ESTATES LLP	AAQFN8049L
35	NINTHQUARTER PROMOTERS LLP	AAQFN8458B
36	OAKSIDE REALTY LLP	AAGFO5987Q
37	ONI ESTATE LLP	AAGFO5986R
38	PRIMDALE ESTATES LLP	AAXFP7927J
39	RAVISHING REALTY LLP	ABAFR1493D
40	REGALESTATE PROMOTERS LLP	ABAFR1591G
41	SUMMERMEAD DEVELOPERS LLP	ADZFS6292E
42	SEQUOIA TOWERS LLP	ADZFS8566R
43	STRIVE DEVELOPERS LLP	ADZFS8562M
44	SWANSGEEN DEVELOPERS LLP	ADZFS6293F
45	TUSTI INFRASTRUCTURE LLP	AAPFT4025M
46	UDAYA INFRASTRUCTURE LLP	AAGFU1047H
47	UPNVETA BUILDERS LLP	AAGFU1048J
48	WHICHWOOD NIWAS LLP	AADFW2798J
49	XELVA HIRISE LLP	AAAFX3147P
50	YASHILA DEVELOPERS LLP	AACFY4318B
51	NEXOVALT CONCLAVE LLP	AAQFN8457Q
52	SUKHI NIVAS DEVELOPERS LLP	AEHFS1923F
53	SWEETPALM REALTORS LLP	AEDFS4438P

All are Limited Liability Partnership Firms incorporated under the provisions of the Limited Liability Partnership Act, 2008, among which LLPs mentioned at serial nos. 1 to 25 are having their respective registered offices at Diamond Harbour Road, Joka, P. O. – Joka, P. S. – Bishnupur, South 24 Parganas, West Bengal, Kolkata-700104, LLPs mentioned at serial nos. 26 to 51 are having their respective registered offices at Kamduni More, Near North Point School, P. S. Rajarhat, North 24 Parganas, Kolkata-700135, and LLPs mentioned at serial nos. 52 and 53 are having their respective registered offices at 6/1/B, Kumarpara Road, P. S. Liluah, Howrah-711204, hereinafter collectively called the “**First Owners**”, which expression shall unless excluded by the subject or context, include their respective successors-in-interest and/or assigns, and all are represented by their constituted attorney **M/s. DTC Projects Pvt. Ltd.** duly authorised by the Power of Attorney dated 25th February 2023, registered with the Additional Registrar of Assurances-II, Kolkata in Book No. 1, CD Volume No. 1902-2023, Pages 88025 to 88051, being No. 190202562 for the year 2023.

Sl. No	COMPANY NAME	PAN
1	AAKAV DEVCON PRIVATE LIMITED	AALCA1425F
2	AMAZING RESIDENCY PRIVATE LIMITED	AALCA1423D
3	ANJU PROMOTERS PRIVATE LIMITED	AALCA1556F
4	BEMISHAL PROMOTERS PRIVATE LIMITED	AAFCEB2748E
5	BHAVSAGAR NIWAS PRIVATE LIMITED	AAFCEB2747M
6	BHOOTNATH HOUSING PRIVATE LIMITED	AAFCEB2812B
7	BUTTERFLY ADVISORY SERVICES PRIVATE LIMITED	AADCEB7887Q
8	CLOCK TRADEILINK PRIVATE LIMITED	AAECC1608H
9	DASVANI RESIDENCY PRIVATE LIMITED	AAFCD4898K
10	DAYLIGHT DISTRIBUTORS PRIVATE LIMITED	AADCD1723H
11	DESIRE SALES PRIVATE LIMITED	AADCD5984A
12	EVERTIME RESIDENCY PRIVATE LIMITED	AADCE2309N
13	HILMIL INFRACON PRIVATE LIMITED	AADCH0612B
14	HONEYBEE DEVCON PRIVATE LIMITED	AADCH7211E
15	INDRALOKE TRADELINKS PRIVATE LIMITED	AACCI1204P
16	JOTA BUILDERS PRIVATE LIMITED	AACCEJ9786F
17	KALYANKARI NIWAS PRIVATE LIMITED	AAFCEK9616E
18	LAZERJET COMPLEX PRIVATE LIMITED	AACCL9422C
19	LINKVIEW HOUSING PRIVATE LIMITED	AACCL3904B
20	MAHALON CONSTRUCTION PRIVATE LIMITED	AAKCM0487E
21	MOUNTVIEW ADVISORY SERVICES PRIVATE LIMITED	AAGCM0954Q
22	NAMCHI DEVCON PRIVATE LIMITED	AAECN1882A
23	NAVYOG DEVELOPERS PRIVATE LIMITED	AAFCN0628R
24	OCTAL COMPLEX PRIVATE LIMITED	AACCO2138C
25	OCTAGON TRADELINKS PRIVATE LIMITED	AABCO1747N
26	ORCHID INFRACON PRIVATE LIMITED	AAACO9390G
27	ORCHID REALCON PRIVATE LIMITED	AAACO9595R
28	PANCHLOK REALTORS PRIVATE LIMITED	AAICP3754H
29	PANCHWATI INFRACON PRIVATE LIMITED	AAGCP9164M
30	PANKAJ MANAGEMENT SERVICES PRIVATE LIMITED	AAFCP0942E
31	PANTHER MANAGEMENT SERVICES PRIVATE LIMITED	AAFCP0877Q
32	PARROT COMPLEX PRIVATE LIMITED	AAGCP9166K
33	SHRAWAN HIRISE PRIVATE LIMITED	AAWCS3442B
34	SUPERWELL REAL ESTATES PRIVATE LIMITED	AAWCS4665C
35	TRINABH INFRASTRUCTURE PRIVATE LIMITED	AAFCT5595H
36	STREEDOM REAL ESTATE PRIVATE LIMITED	AAWCS3440D

All are Companies within the meaning of the Companies Act, 2013, having their respective registered offices at Diamond Harbour Road, Joka, P.O.– Joka, P.S.–

Bishnupur, South 24 Parganas, West Bengal, Pincode– 700104, hereinafter collectively called the “**Second Owners**”, which expression shall unless excluded by the subject or context, include their respective successors-in-interest and/or assigns, and all are represented by their constituted attorney **M/s. DTC Projects Pvt. Ltd.** duly authorised by the Power of Attorney dated 25th February 2023 in Book No. 1, CD Volume No. 1902-2023, Pages 87886 to 87912, being No. 190202557 for the year 2023.

Sl. No.	COMPANY NAME	PAN
1	STREEDOM REAL ESTATE PRIVATE LIMITED	AAWCS3440D
2	OCTAGON TRADELINKS PRIVATE LIMITED	AABCO1747N
3	SUNLIKE DEVELOPERS PRIVATE LIMITED	AAWCS6236K
4	WELLPAN INFRACON PRIVATE LIMITED	AABCW7260N
5	OVERWEEN ESTATES PRIVATE LIMITED	AACCO2356A
6	NECTARINE COMPLEX PRIVATE LIMITED	AAFCE1205N
7	NIGHTANGELS COMPLEX PRIVATE LIMITED	AAFCE0651C
8	ONETOUCH REALCON PRIVATE LIMITED	AACCO2465L
9	NAMCHI DEVCON PRIVATE LIMITED	AAECN1882A
10	SEABIRD NIWAS PRIVATE LIMITED	AASCS3516N
11	MISTYROSE CONSTRUCTION PRIVATE LIMITED	AAKCM1132E

All are Companies incorporated under the provisions of the Companies Act, 2013, having their registered office at Diamond Harbour Road, Joka, P.O.- Joka, P.S.- Bishnupur, District- South 24 Parganas, West Bengal-700 104, hereinafter collectively called the “**Third Owners**”, which expression shall unless excluded by the subject or context, include their respective successors-in-interest and/or assigns, and all are represented by their constituted attorney **M/s. DTC Projects Pvt. Ltd.** duly authorised by the Power of Attorney dated 30th September 2024, registered with the Additional Registrar of Assurances-II, Kolkata in Book No. 1, Volume No. 1902-2024, Pages 699784 to 699806, being No. 190212574 for the year 2024.

Both the above “**First Owners**”, “**Second Owners**” and “**Third Owners**” shall hereafter collectively be referred to as the “**Land Owners**”(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 **First Part**.

- 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, 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, Mobile No. 6290585106, Son of Late Ramchabila Singh, by faith Hindu, by occupation Service, working for gain at 1, Netaji Subhas Road, Kolkata- 700001, 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 - hereafter collectively called the **"Allottees"**, (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her/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 hereafter 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.

DEFINITIONS:

For the purpose of this Agreement for Sale, unless the context otherwise requires,
-

- a) **"Act"** means the Real Estate (Regulation and Development) Act, 2016 (Act 16 of 2016);
- b) **"Rules"** means the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Act, 2016;
- c) **"Regulations"** means the Regulations made under the West Bengal Real Estate (Regulation and Development) Rules, 2021;
- d) **"Section"** means a Section of the Act.

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, hereinafter referred to as the "**Said Land**", described in **Schedule-B** hereunder written and comprises the entirety of the portions shaded in '**RED**', in the annexed **Plan-A**. The devolution of title of the Land owners in the Said Land is detailed in **Schedule-A**.
- C. The Said Land has been earmarked for executing a project, hereafter referred to as the "**Said Project**". The Said Project is to have residential buildings, hereafter referred to as the "**Blocks**", each of which will consist of separate and self-contained enclosed spaces, hereafter called the "**Apartments**" and the Apartments along with one Car parking space, if any, allotted in respect of the same shall be considered as one single Unit, hereinafter called the "**Unit**". The manner in which the Said Project is being executed is detailed in **Schedule-D**. The Said Project is being executed in phases, hereinafter referred to as the "**Phases**".
- D. The Promoter is fully competent to enter into this Deed of Conveyance and all the legal formalities with respect to the right, title and interest of the Land Owners regarding the Said Land on which Said Project is to be constructed have been completed.
- E. The Promoter has obtained a sanctioned building plan for said Phase, duly sanctioned by the Zilla Parishad, 24-Parganas (North) and the Kirtipur-II Gram Panchayat, 24-Parganas (North), hereafter called the "**Sanctioning Authority**". The Sanctioning Authority has granted the sanction plan to develop the Said Phase vide approval dated 06th September 2022 bearing No. 042 and revised vide approval dated 01st April 2024 bearing no. 76 and further revised vide approval dated _____ bearing no.____ hereafter referred to as the "**Approved Plan**". The portion of the said Land over which the said Phase is being developed is described in **Schedule-C** hereinafter written, which is shaded in **BLUE** in the annexed **Plan-A** and hereafter referred to as "**The Phase Land**". The common portions of the Said Phase shall hereinafter be referred to as the "**Phase Common Portions**".
- F. The Promoter has obtained the sanctioned plan and approvals for the Said Phase and also includes the space that the Allottee is hereby agreeing to purchase, hereafter referred to as the "**Apartment**", and the said Apartment alongwith the Car Parking space, if any, and the pro-rata share in the common portions and amenities will be hereinafter referred to as "**the Unit**". The Promoter agrees and undertakes that they shall not make

any changes to these Approved Plan except in strict compliance with Section 14 of the Act and other laws as applicable.

- G. The Promoter has duly applied for the registration of the said phase before the West Bengal Real Estate Regulatory Authority under the relevant provisions of the Act and as a standalone project which is to be completed by 31/12/2029.
- H. The Allottee had applied for a Unit in the Said Phase and was allotted the Apartment in the under-construction building, hereafter referred to as the "**Said Block**" along with a Covered / Dependent / MLCP Car Parking space, as may be applicable. The details of the carpet area of the Apartment, the Said Block, the Parking Space and its location, are described in **Schedule-K** and the pro-rata share in the Phase Common Portions, as defined in Clause (n) of Section 2 of the Act, are detailed in **Part – I** of **Schedule-E**. The Block Common Portions of the Said Block is detailed in **Part – II** of **Schedule-E**.
- I. The Allottee hereby declares that it has or has caused to be examined, enquired and/or verified *inter alia*, the rights and titles of the land owners and the rights of the Promoter to the **Said Land**, the plan for the Said Phase and all the terms and conditions herein contained and only after being fully and totally satisfied about these, the Allottee is entering into this Deed of Conveyance and the Allottee hereby further undertakes not to ever raise any objection of whatsoever nature or kind in these regards.
- J. The Parties have gone through all the terms and conditions set out in this Deed of Conveyance and understood the mutual rights and obligations detailed herein.
- K. The Unit owners and occupiers of all the Phases will be entitled to use and enjoy the common portions of all the other Phases so that upon completion of the Said Project, the common portions of all the Phases together become the common portions of the Said Project.
- L. Thereafter, by an Agreement for Sale, the details whereof are mentioned in **Schedule-J** and which is hereafter 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-K** hereto and hereafter referred to as the "**Said Apartment**", at and for the price mentioned in **Schedule-L**, hereafter 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-II of **Schedule-E** and the Phase Commons of the Said Phase are detailed in Part-I of **Schedule-E**.
- M. The Partial Completion Certificate or Completion Certificate in respect of the Said Phase has been granted by the Zilla Parishad, North 24 Parganas, West Bengal on

- N. 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-M** and hereafter referred to as the "**Said Consideration**".
- O. The Allottee was duly informed of having obtained the Completion Certificate or the Partial Completion Certificate or the Occupancy Certificate or the Partial Occupancy Certificate, as the case may be, and offered to take possession of its Unit. Inasmuch as the Allottee is required to take possession of its Unit within two months from the date of the Completion Certificate or the Partial Completion Certificate or the Occupancy Certificate or the Partial Occupancy Certificate, the Allottee shall be deemed to have taken possession of its Unit for all purposes on[Date]....., hereafter referred to as the "**Possession Date**".
- P. 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 Apartment.

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 mentioned in **Schedule-M** 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 Apartment more fully described in **Schedule-K** hereto **AND** the pro-rata share of the Said Land, the Block Common Portions and the Phase 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 Apartment 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 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 and the Power of Attorney, relating to the right of the Promoter to execute the Said Project.
 - (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.
 - (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, 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 Phase to be formed, hereafter called the "**Phase Association**". All Unit owners of the Said Phase, including the Allottee, shall compulsorily become members of the Phase Association as and when the same is formed.
- (b) Upon completion of construction of each of the Phases, the Promoter shall cause similar associations to be formed of the Unit owners of such completed Phases.
- (c) Upon completion of all the Phases, all the Phase Associations will form one single association, hereafter called the "**Complex Association**".

- (d) The Phase Association or the Complex Association, as the case may be, shall ultimately be in charge of and be responsible for the management and maintenance, including the upkeep, hereafter referred to as the "**Maintenance**", of the Phase Common Portions or the Complex Portions, as the case may be.
- (e) As and when construction of any new Phase is completed and the possession of the Units therein are handed over to their respective owners, the owners the Units of such new Phase may be inducted into the already existing Phase Association so that the already existing Association can execute the Maintenance of all the completed Common Portions of the Complex and upon completion of the Said Project this existing Phase Association automatically becomes the Complex Association.
- (f) The concerned Association may execute the Maintenance by itself and/or by engaging one or more agencies, hereafter referred to as the "**Other Agencies**".
- (g) In case the Landowners and the Promoter add any Further Lands to be part and parcel of the Complex, similar associations may be formed for the completed constructed Phases of such Further Land. If formed, these associations will also become part of the Complex Association. Upon completion of construction of any Phase on the Further Lands, its common portions may be immediately added in the Complex Common Portions and the owners of the Units of such Phase be inducted in the Complex Association.
- (h) The Allottee(s) shall be entitled to use such Shared Common Facilities, subject to the rules, regulations / guidelines framed by the Promoter and / or the Association/ Apex Association (to be formed) as the case may be and the Allottee is aware that the Shared Common Infrastructure shall not form part of the Project Land and shall not form part of the Declaration required under the West Bengal Apartment Ownership Act as and when Association in respect of the Project is being made. The Allottee(s) hereby confirms and acknowledges that the Shared Common Infrastructure shall be managed/controlled by the Owners, and Promoter and shall be transferred to the apex association (which shall comprise of all the association of various phases including the owners/promoter in respect of the land/area retained by them) as and when all the phases in the Complex/Project are constructed and completed in all respects which shall be certified by the Promoter.
- (i) In respect of the Phase Association and/or the Complex Association, as the case may be, the Allottee shall:
 - (1) Accept, without any objection of any nature whatsoever, the rules and regulations of the concerned Association hereafter 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 be levied by the concerned Association for the Maintenance, hereafter 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 concerned 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.
- (j) 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) not to allow the usage of lifts, either by Allottee, his/her/their family members, domestic help and visitors.
 - iv) to discontinue the facility of DG Power back-up.
 - v) to discontinue the usage of all amenities and facilities provided in the said project to the Allottee and his/her/their family members/guests.
 - vi) the Promoter / Association as the case may be shall be having lien on the "Said Apartment" for such unpaid amount of Maintenance Charges.
- (k) 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. Club:

A Club is being constructed having various recreational activities by M/s Welkin Dealers Private Limited and Others (hereinafter referred to as the "Club Owners") adjacent and contiguous to project land being a proprietary club namely "**ATLAS**" more fully described in Schedule-F here under.

- V. 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. Although the

Community Hall will be provided with a Pantry/Kitchen, however, it shall be used only for warming of the pre-cooked food or final dressing of the food etc. and for the safety purpose, in no circumstances, the full-fledged cooking shall be allowed.

- 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.

VI. Maintenance of the Common Portions: The Promoter shall carry out the Maintenance till such time the Phase Association is formed and it may do so either directly or by engaging one or more Other Agencies. After the formation of the Phase Association, the 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 Phase Association. Upon formation of the Complex Association, it will take over the Maintenance and the Other Agencies shall also come under it.

VII. 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-K**. In case the Allottee defaults in making any payment to the Promoter, Phase Association or the Complex Association, as the case may be, within the time stipulated to make such payment, hereafter referred to as the "**Default Amount**", the Developer, Phase Association or the Complex Association, as the case may be, shall be entitled to withhold all or any of the utilities, facilities and/or services to the Allottee, till the entire Default Amount and the interest thereon is paid. The Developer, Phase Association or the Complex Association, as the case may be, shall further be entitled to charge interest on the Default Amount or the unpaid part or portion thereof, @ 2% (two per cent) per month, compoundable monthly, till the Default Amount including damages suffered or costs incurred due to delay in making payment of the Default Amount or for realisation of the Default Amount is fully paid.

VIII. 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, if completed, with such restrictions as be necessary and deemed fit by the Developer.

IX. 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-N** being Rs.____ per Square Feet of the Super Built Up Area of the Unit of the Allottee for 12 (twelve) months hereafter 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 Developer, the Phase Association or the Complex Association, as the case may be:

- (a) The Developer, the Phase Association or the Complex 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 Developer, the Phase Association or the Complex Association, as the case may be, the Allottee shall be bound to replenish the withdrawn amount within the time as demanded by the Developer, the Phase Association or the Complex 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 Phase Association at the time of handing over the Maintenance to it.

X. Sinking Fund: For creation of a maintenance corpus for major repairs, renovation and/or reconstruction of any part or portion of the Complex Common Portions, and/or for similar other eventualities, hereafter referred to as the "**Sinking Fund**", at or before execution hereof the Allottee has deposited the amount mentioned in **Schedule-O** 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 Complex Association upon its formation after deducting therefrom the expenses, if any, incurred by the Developer on account of any repairs, renovation and/or reconstruction of any part or portion of the Complex Common Portions. The Complex Association may ask the 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.

XI. Right to enter the Apartment for repairs: The Developer, the Phase Association or the Complex Association, as the case may be, shall have the unrestricted access rights to all the Common Portions, covered Parking Spaces for providing necessary maintenance services. For providing Maintenance to the Block Common Portions and to set right any defect in any portion thereof or any of the other Units in the Said Block, the Allottee agrees to permit the Developer, the Phase Association or the Complex 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.

XII. 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 the same, 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 Developer, the Phase Association or the Complex 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.

XIII. 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-M** for selling the Said Apartment 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 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) The Promoter will not be liable to rectify any defect in the private garden area arising out of soil filling or any other such act done by the allottee on the concrete flooring of the private garden of their unit.
- (17) 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.

XIV. 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 hereafter raise any objection and/or complaint whatsoever regarding without limitation about the designs, layout, accommodation, specifications, fittings and fixtures in the Said Apartment or any part or portion thereof, the amenities, utilities and/or

facilities provided therein and/or in the Said Block, the Phase Common Portions or the Complex Common Portions, or the carpet area of its Unit.

- (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 Developer.
- (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 Complex Association, as the case may be, to decide the manner and place of laying the utilities for the Complex including without limitation sewerage, electric lines, water pipes, cables and gas lines.

- (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 Developer, the Phase Association or the Complex Association, as the case may be, allow its temporary use to any person having a 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 Complex 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 Developer, the Phase Association or the Complex Association, as the case may be.
- (m) Private Garden:** The Allottee may do soil filling after proper water proofing on the concrete flooring in the private garden area of their concerned unit at their own cost and may make such plantation which will not cause nuisance to other allottees and/or the promoter. However, the allottee will not be allowed to make any structural changes in the private garden area.
- (n) Installation of Air Conditioners:** The Allottee shall not install air-conditioners anywhere in its Unit except at the places earmarked therefore.
- (o) Heavy Goods:** The Allottee shall not keep any item of heavy load in its Unit which may cause structural damage to the Said Block.
- (p) 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.

- (q) **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 Complex Association it will be deemed that the right, title and interest to these have been transferred to that Association. However, in the event the share of the Allottee in the Said Land and in the Complex Common Portions are required to be separately transferred to the Complex Association by operation of any statute, the Allottee shall be bound to pay the pro rata cost of Stamp Duty, Registration Fees and incidental cost for such registration.
- (r) **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.
- (s) **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 Complex Association, as the case may be.
- (t) **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, the Phase Association or the Complex Association, as the case may be, for the common purposes and/or in the common interest of the Complex and/or in way in pursuance thereof.
- (u) **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.
- (v) **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 Phase Association.
- (w) **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.
- (x) **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.

- (y) 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.
- (z) 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 Complex 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.
- (aa) Question Payment:** The Allottee shall not question the quantum of any amount levied upon it for payment by the Developer, the Phase Association or the Complex Association, as the case may be, on any account herein.
- (bb) Partition:** The Allottee shall not partition, cause or allow to be partitioned its Unit for any reason whatsoever.
- (cc) 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.
- (dd) 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 more fully described in Schedule-I
- (ee) 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
- (ff) 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 First Owners, the Second Owners and the Third Owners amongst themselves own the plots of Land morefully described in **Schedule-B**, shaded '**RED**' in the annexed **Plan-A** and hereafter referred to as the "**Said Land**".

By an Agreement dated 10th February 2023, hereafter referred to as the "**First Development Agreement**", registered with A.R.A-II, Kolkata in Book No. 1, CD Volume No. 1902-2023, Pages from 64479 to 64533, Being No. 190201793 for the year 2023, the First Owners had appointed the Promoter to develop the Said Land, inter alia on the terms as set out in the First Development Agreement.

By a Power of Attorney dated 25th February 2023, registered with the Additional Registrar of Assurances-II, Kolkata in Book No. 1, CD Volume No. 1902-2023, Pages 88025 to 88051, being No. 190202562 for the year 2023 hereafter referred to as the "First Owner's POA" the First Owners had granted the Promoter the necessary powers required for executing the Project.

By an Agreement dated 10th February 2023, hereafter referred to as the "**Second Development Agreement**", registered with A.R.A-II, Kolkata in Book No. 1, CD Volume No. 1902-2023, Pages from 64792 to 64841, Being No. 190201798 for the year 2023, the Second Owners had appointed the Promoter to develop the Said Land, inter alia on the terms as set out in the Second Development Agreement.

By a Power of Attorney dated 25th February 2023, registered with the Additional Registrar of Assurances-II, Kolkata in Book No. 1, CD Volume No. 1902-2023, Pages 87886 to 87912, being No. 190202557 for the year 2023 hereafter referred to as the "Second Owner's POA" the Second Owners had granted the Promoter the necessary powers required for executing the Project.

By an Agreement dated 27th September 2024, hereafter referred to as the "**Third Development Agreement**", registered with A.R.A-II, Kolkata in Book No. 1, Volume No. 1902-2024, Pages from 679283 to 679318, Being No. 190211997 for the year 2024, the Third Owners had appointed the Promoter to develop the Said Land, inter alia on the terms as set out in the Third Development Agreement.

By Power of Attorney dated 30th September 2024, registered with the Additional Registrar of Assurances-II, Kolkata in Book No. 1, Volume No. 1902-2024, Pages

699784 to 699806, being No. 190212574 for the year 2024, hereafter referred to as the "Third Owner's POA" the Third Owners had granted the Promoter the necessary powers required for executing the Project.

By an Agreement dated 10th February 2023, registered at A.R.A-II, in Book No. 1, CD Volume No. 1902-2023, Pages from 64357 to 64434, Being No. 190201791 for the year 2023, the Promoter will include 24 meters wide passage more fully described in Schedule-I and shaded '**GREY**' in the annexed 'Plan-A' hereafter referred to as the 'Exclusive Passage', in the said Project for the Arterial Road. Such arterial road shall not form part of the project land and at all material times, the Promoter shall have the exclusive right over such land along with the underground sewerage lines, water pipes, electrical & optical fibre cables, and overhead wirings and connectivity and the Allottee under no circumstance shall claim any other right apart from the rights mentioned hereunder over the Arterial Road.

In the event any of the Land Owners or the Promoter purchase any lands contiguous and/or adjacent to the said Land or, if any of them enter into any development arrangement for any lands contiguous and/or adjacent to the said Land, hereafter referred to as the "**Further Land**", besides the Main Arterial Road Easement Right, right of ingress and egress over the Land, hereafter referred to as the "**Easement Rights of the Further Land**", will also be extended for the developmental works at the Further Land as also to the Allottees of the areas that will be transferred as exclusively usable, heritable and transferable immovable properties within the Further Land, hereafter referred to as the "**Further Land Allottees**".

The developmental works over the Further Lands would be deemed to a part of the Original Project, and all such developmental works will be deemed to be part and parcel of a single project, being the "**Said Project**".

Schedule-B **[Said Land]**

ALL THAT the piece or parcel of Land **TOGETHER WITH** all the rights, liberties, easements, privileges, advantages and appurtenances thereto containing an area of **884.23 Decimals**, be the same a little more or less, comprised in several L.R. Dag Nos. 4291, 4327, 4292/5210 & 4292/5211 in Mouza - Matiagacha, P.S. Rajarhat, P.O. Kamduni, currently recorded in L.R. Khatian Nos. 5833, 5835, 5837, 5838, 5864, 5866, 5872, 5879, 5881, 5891, 5892, 5894, 5901, 5902, 5917, 5918, 5919, 5940, 5942, 5944, 5946, 5947, 5949, 5950, 5951, 5952, 5953, 5957, 5958, 5960, 5961, 5962, 5963, 5964, 5965, 5966, 5967, 5968, 6006, 6007, 6008, 6009, 6011, 6012, 6015, 6016, 6019, 6020, 6028, 6029, 6030, 6031, 6032, 6033, 6037, 6043, 6044, 6045, 6046, 6047, 6050, 6056, 6061, 6062, 6063, 6064, 6065, 6067, 6079, 6081, 6082, 6084, 6085, 6086, 6088, 6114, 6115, 6116, 6117, 6119, 6120, 6122, 6158, 6160, 6163, 6165, 6166, 6168, 6174, 6175, 6410, 6426, 6478, 6493, 6495, 6583, 6754, 6756,

6763, 6770, 7305, 7441, 7443, 7445, 7447, 7458, 7463, 7464, 7465, 7467, 7539, 7661, 7662, 7700, J.L. No. 187, P.S. Rajarhat, under Kirtipur-II Gram Panchayat, District North 24 Parganas comprised in:-

L. R. Dag No.	Area (Decimal)
4291	17.0729
4327	194.9905
4292/5210	542.9716
4292/5211	129.1953
TOTAL	884.2303

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

Schedule-C
[Said Phase Land]

ALL THAT the piece or parcel of Land **TOGETHER WITH** all the rights, liberties, easements, privileges, advantages and appurtenances thereto containing an area of **92.9943 Decimals** be the same a little more or less currently recorded in several L.R. Khatian Nos., comprised in several L.R. Dag Nos. 4327 & 4292/5210 in Mouza - Matiagacha, J.L. No. 187, under Kirtipur-II Gram Panchayat, P.S. Rajarhat, P.O. Kamduni, District North 24 Parganas, **TOGETHER WITH** all the rights, liberties, easements, privileges, advantages and appurtenances thereto.

Schedule-D
[Manner of Execution of the Said Project]

1. It will be a gated complex named "**DTC CAPITAL CITY**", hereafter referred to as the "Said Complex". A hoarding with the words "**CREST CAPITAL CITY**" and a Logo of the Promoter may be affixed within the Said Complex at a place to be decided by the Promoter. However, the name and style of "**CREST CAPITAL CITY**" is being used for branding and marketing purpose only.
2. The Said Complex will comprise of residential buildings, hereafter referred to as the "**Blocks**".

3. Each Block will consist of separate and self-contained enclosed spaces, hereafter called the "**Apartments**", to be used for residential purposes.
4. The units with private gardens shall have concrete flooring in the private garden area with grass carpet on top of it.
5. Certain portions of each Phase will be earmarked for the common use and enjoyment of the Unit owners and occupiers of that Phase, hereafter the "**Phase Common Portions**". However, the Unit owners and occupiers of all the Phases will be entitled to use and enjoy the Phase Common Portions of all the other Phases so that upon completion of the entirety of the Said Complex, the Phase Common Portions of all the Phases will together become the Project Common Portions.
6. Each of the Blocks will have its common areas, amenities and facilities, hereafter referred to as the "**Block Common Portions**", which will be for exclusive use and enjoyment of the occupiers of that Block.

As per the development plan of the Complex, there shall be a sewerage treatment plant and a water purifier plant installed in the said complex and the same shall be used in common for running the Club as mentioned in Schedule -N here under. The Allottee agrees and undertakes that at no point will the Allottee and/ or the Association object to such usage by the Club and/or demand and/or charge additional fee/charge/deposit, by whatever term it is called, for the usage of the same.

7. After completion of each Phase, an association of the Allottees of the Units of that Phase will be formed, hereafter called the "**Phase Associations**". All Unit owners of a Phase shall compulsorily become members of the Phase Association of that Phase. Till formation of the Phase Association of any particular Phase, the Promoter shall manage and maintain the Phase Common Portions of that Phase and upon formation of its Phase Association, the Promoter shall handover the management and maintenance of that Phase to its Phase Association. Upon completion of all the Phases, all the Phase Associations will form one single association, hereafter called the "**Complex Association**", who will then manage and maintain the Project Common Portions.
8. An Agreement dated 10th February 2023, registered at A.R.A-II, in Book No. 1, CD Volume No. 1902-2023, Pages from 64357 to 64434, Being No. 190201791 for the year 2023 has been entered between the Promoters and the Land owners of the said arterial road as mentioned therein, for the Arterial Road. Such arterial road shall not form part of the project land and at all material times, the Promoter shall have the exclusive right over such land along with the underground sewerage lines, water pipes, electrical & optical fibre cables, and

overhead wirings and connectivity and the Allottee under no circumstance shall claim any other right apart from the rights mentioned hereunder over the Arterial road. The Arterial Road will be used by the allottees only for the purpose of ingress to and egress from the Said Complex having the bare minimum constructions like the gate at the entrance from the Khariberia Road and the guard room for the security personnel manning that gate. However, the allottee shall be able to use for such ingress and egress only to the extent of 12 metres in width out of 24 metres of the arterial road till the completion of the development of all the other phases. The entire width of 24 metres of the arterial road shall be made available to the allottee after the completion of all such phases. Furthermore, the Arterial road shall be used by the Promoter for access and development of the further projects on portions of Larger Land and the Allottee and the phase Association shall not raise any objection to the same at all. Furthermore, the said arterial road shall give a common access, at absolute discretion of the Promoter, for all future developments and also for club and common amenities related to future development by the promoter. The said road will remain the exclusive property of the Land owners of the arterial road always but all phases including future development of the promoter will utilize this road as demarcated in a plan.

9. 'Parking spaces' shall mean the space either covered or open or in open land sufficient in size for parking of car, two wheeler or cycle in the portion of the basement, ground floor level or at other level including mechanised parking, whether open or covered, of the said complex and/or other spaces as earmarked, expresses or intended to be reserved for parking of motor cars, two wheelers, cycles etc and shown in the plan approved by the planning authority to be allowed by the promoter for exclusive use of the allottee who opts to take it from the promoter at a consideration. the specifically allocated car parking spaces (dependent/independent) to a particular allottee shall be regarded as a limited common portion 'limited common area/reserved car park' to be allotted for the exclusive use by the individual allottee as decided by the promoter. Places for parking of cars and two wheelers, hereafter referred to as the "**Parking Spaces**", will be provided within the Said Project, which will be covered, open and mechanised as be sanctioned.
10. The Promoter will decide which portion of the Said Project is to be developed within which Phase, and each of such Phases will be deemed to be a separate real estate project within the meaning of the Rule.
11. That the project shall be constructed in phase wise manner and all common portions shall be constructed in different phases. Therefore, all the common portions and facilities may not be made available for the use of the allottee all at once and it shall be made available to the allottee in part wise manner after completion of each phase.

Schedule-E
Part - I
[Phase Common Portions]

Upon completion of the Said Project, the Complex Common Portions will, interalia, have the following, some of which will be common for the usage of the Club as well as the Complex:

- 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) Playing area for children,
- 7) Fences, hedges boundary walls and main gate of the Complex,
- 8) The air conditioned banquet cum community hall,
- 9) Generator for the common areas, office, store room, space to be used by the Promoter/FMC/Association, Ramps, driveway except the car parking spaces,
- 10) Any park and any other facility and or amenity to be used in common in or about the Complex.
- 11) Generator for operations of elevators, lighting of the common areas, pumps and common utilities of the Blocks.

Schedule-E
Part - II
[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.

Schedule-F
[Club]

A Club is being constructed having various recreational activities by M/s Welkin Dealers Private Limited and Others (hereinafter referred to as the “Club Owners”) adjacent and contiguous to project land being a proprietary club namely **“ATLAS”**.

Allottee has been granted the membership of the said club **“ATLAS”**.

Rules and regulations of the club shall be governed by the board of Club Owners and as per the terms and conditions mentioned in the Club Membership Form.

Schedule-G
[Defects for which the Promoter will not be Liable]

1. The Promoter will not be liable to rectify any defect in the Apartment or the Said Block in the following instances:
 - 1.1 If the Allottee makes any changes, modifications and/or alteration in the internal plumbing pipes and/or any fittings and/or fixtures, or the walls and/or the floor tiles of the Apartment, then any defect in waterproofing, cracks, in the plumbing pipes, and/or fittings and/or fixtures in the Apartment, the development of which can be directly or indirectly attributable to the changes so made including but not limited to any damage done during the interior work.
 - 1.2 If the Allottee makes any changes, modifications and/or alteration in the electrical lines of the Apartment then, any defect in the electrical lines of the Apartment that can, directly or indirectly, be attributable to the changes, modifications and/or alterations so made including but not limited to the damage to concealed electrical wiring during interior work.
 - 1.3 If the Allottee makes any changes, modifications and/or alterations to any of the doors, their fittings, and/or other related items in the Apartment 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.
 - 1.4 If the Allottee makes any changes, modifications and/or alterations to any of the windows, their fittings and/or other related items of the Apartment 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.
 - 1.5 If the Allottee makes any alterations and/or changes in the Apartment during execution of the interior decorations or fit-outs then defects like

damp, hair line cracks, breakage in the floor tiles or other defects that can be attributable to be in consequence of such alterations and/or changes.

- 1.6 If the damage to any glass pane of the windows and/or louvers and/or any defects of the doors and/or windows of the Apartment, including without limitation their fittings like locks or locking systems or alignments, is caused due to any external impact or forces, other than the forces required to normally operate such doors and/or windows, or if cracks develop between the door frame and the wall due to impacts caused due to improper handling.
- 1.7 If there are scratches or damages to the floor or wall tiles of the Apartment due to wear and tear or direct or indirect impact on the floor or wall tiles.
- 1.8 If the waste pipes or waste lines of the Apartment from the basins or floor traps get choked due to accumulation of garbage or dust or otherwise due to improper usage or maintenance.
- 1.9 The damages of any nature in the Apartment due to installation of air-conditioners, whether indoor or outdoor units, directly or indirectly.
- 1.10 The damages in pipelines or electrical lines of the Apartment during installation of any furniture or fixtures or any electrical installations or any other household equipments due to improper drilling or otherwise, directly or indirectly.
- 1.11 The changes, modifications and/or alterations made in the openable/Non-openable/balcony MS grills or the grills of the Apartment that are required to be maintained properly and are not maintained properly.
- 1.12 The damages due to non-maintenance of such things or items or fixtures of the Apartment which require regular maintenance and which gets damaged due to such non-maintenance.
- 1.13 The normal cracks developing on the joints of brick walls and/or RCC beams and/or columns of the Apartment or the Said Block due to different coefficient of expansion and contraction of materials.
- 1.14 If the defects in the materials, fittings, equipments, and/or fixtures provided are in the Apartment or the Said Block owing to any manufacturing defect or for not proper maintenance thereof or changed by the Allottee in the manner in which the same are required to be maintained or changed, as the case may be or the any defects in these materials.
- 1.15 Where the defects, whether in the Apartment or the Said Block, are certified by the Architects or the concerned structural engineers for the Said Project not to be manufacturing defects and/or arising due to bad workmanship and/or bad quality of materials used.

- 1.16 If the Apartment is used for any purposes other than residential.
2. Notwithstanding anything contained hereinabove, in case the Allottee alters the state and 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.
 3. Warranty for all consumables or equipment used such as generators, lifts, fittings and fixtures will be as provided by the respective manufacturers on their standard terms. notwithstanding anything contrary contained in the above clause the following exclusions are made:-
 - 3.1. equipment (lifts, generator, motors, STP, transformers e.t.c) which carry manufacturer's guarantee for a limited period. thereafter, the welfare association/society shall take annual maintenance contracts with the suppliers. the promoter shall transfer manufacturers guarantees/warranties to the allottee or association of allottees as the cases may be,
 - 3.2. Fittings related to plumbing, sanitary, electrical, hardware e.t.c having natural wear and tear,
 - 3.3. The terms of work like painting e.t.c which are subject to wear and tear.

Provided that where the manufacturer warranty as shown by the promoter to the allottee ends before the defect liability period and such warranties are covered under the maintenance of the said unit/building/phase wing and if the annual maintenance contracts are not done/renewed by the allottees, the promoter shall not be responsible for any defects occurring due to the same. the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipments, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the apartments and the common project amenities wherever applicable.
 4. If however the defect is such that it cannot be rectified, the Promoter shall pay such compensation for the complained defect, the quantum whereof will be decided by the Architects for the Said Project whose decision shall be final and binding upon the Allottee and the Promoter.

Schedule-H **[Covenants]**

- A. The Allottee shall:
- i) Co-operate and assist in all manner with the Promoter or the Association, as the case may be, in carrying out its day to day activities and obligations

and, in particular, abide by, observe and/or perform all the relevant laws, terms, conditions, rules and regulations regarding usage and/or operation of water, electricity, drainage, sewerage, lifts, tube-wells, generator and/or other installations and/or amenities facilities in the Complex including, but not restricted to, those under the West Bengal Fire Service Act, 1974 and/or the rules made there under and shall indemnify and keep each of the Promoter and the Association saved, harmless and indemnified from and against all losses, damages, costs, claims, demands, actions and/or proceedings that any of the Promoter or the Association may suffer or incur due to any non-abidance, non-observance, non-performance, default or negligence on the part of the Allottee;

- ii) The Allottee agrees and understands that the Generator installed in the complex is for the purpose of the common areas and not for individual units in the Complex. However, in case the Allottee wishes to avail the Generator facility for his individual unit, he may apply for the same by paying such charges as may be required by the Promoter and/or the Association.
- iii) Pay the entire charges for electricity for the Apartment and proportionately for the Phase Common Portions;
- iv) Pay proportionate charges for electricity, including those for loss of transmission, till such time a separate meter is not installed for the Apartment and after installation by WBSEDCL, timely pay all charges and/or deposits to ensure that none of the other Unit owners or the Association is hindered in any manner for any none or untimely payment;
- v) Pay the proportionate rates, charges and fees of the municipal authority or the panchayat till such time the Apartment is not mutated and separately assessed by these authorities and thereafter timely pay all rates and taxes to ensure that none of the other Unit owners or the Association is hindered in any manner for any none or untimely payment;
- vi) Sign such forms, give such authorities and render such co-operation as may be required by the Promoter or the Association for common purposes and/or in the common interest and/or in way in pursuance thereof;
- vii) Pay, wholly in respect of the Apartment, and proportionately in respect of the Said Block, the Said Phase and/or the Complex all costs, charges and expenses as may arise due to any reason whatsoever provided that the Allottee shall have the right to claim reimbursement if the same be occasioned due to default by any other person;
- viii) Allow the Promoter and/or the Association and/or their men and agents, with or without workmen, upon prior reasonable notice to enter into the Apartment for repairing purposes;

- ix) Pay, and hereby undertakes to pay, such damages on demand as ascertained by the Promoter and/or the Association for the breach of any of the covenants herein contained within the due date therefore as mentioned in the demand;

B. The Allottee shall not:

- i) Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse or place any article or objects in the Block Common Portions or the Phase Common Portions, save at the places earmarked therefore;
- ii) Do or permit anything to be done which is likely to cause nuisance or annoyance to owners and/or the occupiers of any of the other Units in the Said Phase;
- iii) Use or allow the Apartment or any part thereof to be used for any club, meeting, conference hall, school, clinic, nursing home, hospital, boarding/lodging house, guest house, hotel, catering place, restaurant or other such purpose or for any chamber for business or professional chamber or office;
- iv) Hang from or attach to the beams or the rafters of any part of the Apartment or the Said Block any articles or machinery the weight whereof may or likely to affect, damage or endanger the construction of the Said Block or any part thereof;
- v) Do or cause to be done anything which may cause any damage to or affect the Said Block, or any portion thereof in any manner whatsoever, including but not restricted to, the flooring, ceiling, walls, pillars or beams, or the use or enjoyment of any of the owners or occupiers of the other Units in the Said Block;
- vi) Affix, tamper or draw any wire, cable, pipe from, to or through any Phase Common Portions or outside walls of the Said Block or other parts of the Complex, without approval of the Promoter or the Association, as the case may be, and in the event any wires are drawn directly to the Apartment from the road or anywhere else, all responsibilities for any consequences for that will solely be that of the Allottee;
- vii) Install sink and faucets along with pipes and in general do any plumbing work in any portion of the bedrooms and living room
- viii) Affix any or install any antenna on the ultimate roof of the Said Block or any open terrace that may be part of the Apartment or in its windows;
- x) Do or permit to be done any act, deed or thing which may hurt, injure or cause provocation of the religious sentiments and/or feelings of any of any other occupants of the Complex or cause disharmony amongst them;

- xi) Affix or change the design or the place of the grills, the windows or the main door of the Apartment without having obtained the written approval of the Promoter or the Association, as the case may be;
- xii) Claim any right of pre-emption or otherwise regarding any of the other Units or any portion of the Said Block, the Said Phase and/or the Complex;
- xiii) Do or permit any act, deed, matter or thing to be done which may render void or make voidable any insurance in respect of the Apartment or the Said Block or cause the premium for the insurance to be increased;
- xiv) Allow any of its invitees or visitors to park their cars or two wheelers in any part of the open space unless otherwise expressly permitted by the Promoter or the Association, as the case may be.
- xv) Obstruct or hinder the construction on any part or portion of the Said Land, any of the Phases or the Blocks or any Further Other Land, if any.
- xvi) Change the name of the Said Project nor the numbering or the names, as the case may be, of any of the Blocks.
- xvii) Restrict any of the other owners and/or occupiers of the Said Block or the Said Phase the full and unrestricted enjoyment of the **Easements** mentioned in **Schedule-I** below.

Schedule-I
[Easements]

- i) An Agreement dated 10th February 2023, registered at A.R.A-II, in Book No. 1, CD Volume No. 1902-2023, Pages from 64357 to 64434, Being No. 190201791 for the year 2023 has been entered between the Promoters and the Land owners of the said arterial road as mentioned therein, for the Arterial Road. Such arterial road shall not form part of the project land and at all material times, the Promoter shall have the exclusive right over such land along with the underground sewerage lines, water pipes, electrical & optical fiber cables, and overhead wirings and connectivity and the Allottee under no circumstance shall claim any other right apart from the rights mentioned hereunder over the Arterial Road. The Arterial Road will be used by the allottees only for the purpose of ingress to and egress from the Said Complex having the bare minimum constructions like the gate at the entrance from the Khariberia Road and the guard room for the security personnel manning that gate. Furthermore, the Arterial Road shall be used by the Promoter for access and development of the further projects on portions of Larger Land and the Allottee and the phase Association shall not raise any objection to the same at all. Furthermore, the said arterial road shall give a common access, at absolute discretion of the Promoter, for all future developments and also for club and common amenities related to future development by the promoter. The said road will remain the exclusive property of the Land owners of the arterial road always but all phases

including future development of the promoter will utilize this road as demarcated in a plan.

- ii) The right of ingress to and egress from the Unit over the Common Passages and Lobbies including the right of way over the driveways and pathways, with or without vehicles.
- iii) The right of access to wires, cables and other equipment and of utilities including connections for water, electricity, telephone, cable-TV, internet and all other utilities to and through both the Common Portions from ducts and spaces specifically provided therefore.
- iv) The right of support, shelter and protection of each portion of the Block by the other portions thereof.
- v) Such other rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part or parcel of the Unit or necessary for the exclusive use or enjoyment thereof by the Co-owners in common with each other subject however to the other conditions herein.
- vi) The right of the Co-Owners, with or without workmen, and necessary materials to enter into all parts of the Complex, the Concerned Block and all the other Units therein 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.

Schedule-J **[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-K **[Apartment]**

- a) **Tower No. ____** is a ____ storied under construction being the "**Said Block**", at "**Said Complex**" in the project namely "**DTC CAPITAL CITY**"
- b) **Unit No. ____**, having carpet area of about ____ **Square Feet** *together with* a balcony having a carpet area of about ____ **Square Feet**, and wardrobe 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]
- c) **Type of Unit:** ____
- d) **Floor where Unit will be located:** ____ floor

- e) together with **1 (one) Nos. of Covered/Independent/Dependent in Basement Car** Parking Space admeasuring **Square Feet**
- f) **TOGETHER WITH** pro-rata share of the Said Block Common Portions, the Phase Common Portions and the Said Phase Land.

Note:

1. The floor plan of the Apartment is annexed hereto and marked as **Plan-B**.
2. 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-L
[Total Price]

The Total Price payable for the said Apartment based on Carpet Area, is as follows:

Particulars	Rate per Square Feet	Amount (In INR)
UNIT COST		
Exclusive Balcony/Varandah		
Wardrobe Area		
Exclusive open Terrace		
Proportionate cost of Common Areas		
Car Parking		
Infrastructure Development Charges		
External Development Charges		
Total Price		

Note:

- i) The applicable amount of GST on the Unit, the Car Parking space and other extra charges has been charged separately (not mentioned above).
 - ii) In addition to the Total price mentioned above, at the time of taking possession of the Apartment the following Deposits will be required to be made by the Allottee:
1. **Sinking Fund:** Rs.__(Rupees Three) per Square Feet of the Super Built-up Area per month for 12 months.
 2. **Maintenance Charges Deposit:** Rs.__(Rupees Three) per Square Feet of the Super Built-up Area, per month for 12 Months. with applicable GST which will be subject to the ongoing market escalation.

Schedule-M
[Said Consideration]

Rs./- (Rupees only).

Schedule-N
[Maintenance Security Deposit]

Rs./- (Rupees) only

Schedule-O
[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:
the Promoter:**

Authorised Signatory of

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 Developer confirms having received from the Allottee the entirety of the Said Consideration amount mentioned in **Schedule-M** being Rs./- (Rupees only) on behalf of itself, and the Land Owners by several drafts, pay-orders and/or direct bank transfers.

DTC PROJECTS PVT. LTD.


Authorised Signatory