

DRAFT

DEED OF CONVEYANCE

1. Date: ____ Day of ____, 202__ (Two Thousand And Twenty-____)

2. Place: Kolkata

3. Parties:

SATHVIK HOMES DEVELOPMENT

Subranshu Gupta

PARTNER

3.1 Rishi Agarwal, son of Dinesh Agarwal, by faith Hinduism, by nationality Indian, by occupation Business, residing at Y11, Civil Township, Rourkella, Ragunathapali, Sundergarh, Post Office Rourkella, PIN-769004, Police Station Raghunathpali, District Sundargarh, State of Odisha [PAN ARPPA9098Q], (Aadhaar No. 3548 7768 8182);

3.2 Shinay Gupta alias Shinay Shroff, wife of Dipak Shroff, by faith Hinduism, by nationality Indian, by occupation Housewife, residing at King Kini Co-Opt Plot, Db 115, Flat-F-7, PRE-05-0263, VTC New Town, Post Office New Town, Police Station New Town, District North 24 Parganas, Kolkata-700156, West Bengal [PAN AEZPG5248M], [Aadhaar No. 5281 2204 2236];

3.3 Mohit Agarwal, son of Dinesh Agarwal, by faith Hinduism, by nationality Indian, by occupation Business, residing at Y11, Near Church, Civil Township, Post Office Rourkella, PIN-769004, Police Station Raghunathpali, District Sundargarh, State of Odisha [PAN BKOPA1243E] & (Aadhaar No. 9218 3421 3419) & [EPIC NO. RFZ1201987];

3.4 M/s. New Town Developers, a Partnership firm, governed under the Indian Partnership Act, 1932, having its office at Tobacco House, 3rd Floor, Room No. 309, 1&2 Old Court House Corner, Post Office GPO, Police Station Hare Street, Kolkata 700001, District Kolkata, West Bengal. (PAN AATFN9788M);

3.5 Dharmadas Naskar, son of Late Jatindra Nath Naskar, by faith Hinduism, by Occupation Business, by Nationality Indian, residing at Adarsha Co-Operative, Purba Narayantala, Post Office Baguiati, Police Station Baguiati, Kolkata 700159, District North 24 Parganas, West Bengal [PAN ABQPN1574K] & [Aadhaar No. 5290 7527 9161];

3.6 Timir Kumar Naskar, son of Late Jatindra Nath Naskar, by faith Hinduism, by Occupation -Business, by Nationality Indian, residing at Thakdari, Post Office Krishnapur, Police Station New Town, Kolkata 700102, District North 24 Parganas, West Bengal [PAN AHDPN1984C] & [Aadhaar No. 5339 4629 8002];

3.7 Dipankar Naskar, son of Late Biswananda Naskar, by faith Hinduism, by Occupation Service, by Nationality Indian, residing at Village Thakdari, New Town action area-1, Post Office Krishnapur, Police Station New Town, Kolkata 700102, District North 24 Parganas, West Bengal [PAN ACZPN9138M] & [Aadhaar No. 7118 1220 6055];

3.8 Bhaskar Naskar, son of Late Biswananda Naskar, by faith Hinduism, by Occupation Service, by Nationality Indian, residing at F-3, Adarsha Co-Operative Purba Narayantala, Rajarhat-Gopalpur, Aswini Nagar, Post Office Baguiati, Police Station Baguiati, District North 24 Parganas, Kolkata-700159, West Bengal **[PAN AFVPN3011J] & [Aadhaar No. 6091 7030 2769];**

3.9 Sibani Mondal, wife of Debdas Mondal, Daughter of Late Nishikanta Naskar, by faith Hinduism, by Occupation House Wife, by Nationality Indian, residing at C/A M-4 Arjunpur Charaktala, Post Office Desh Bandhu Nagar, Police Station Dum Dum, District North 24 Parganas, Kolkata-700059, West Bengal **[PAN ATRPM5689H] & [Aadhaar No. 7863 3455 6258];**

3.10 Sarbani Mondal, wife of Dinesh Mondal, Daughter of Late Nishikanta Naskar, by faith Hinduism, by Occupation House Wife, by Nationality Indian, residing at Angarberia, Post Office Nahazari, Police Station Bishnupur, District South 24 Parganas, Kolkata-700104, West Bengal **[PAN EFPPM5193N] & [Aadhaar No. 7746 3775 7501];**

3.11 Anima Mondal, wife of Sambaran Mondal, Daughter of Late Nishikanta Naskar, by faith Hinduism, by Occupation House Wife, by Nationality Indian, residing at Uttar Bamanghata, Post Office Hadia Bhangar-II, Police Station Bhangar, District South 24 Parganas, Kolkata-700104, West Bengal **[PAN BZJPM6524N] & [Aadhaar No. 2156 2904 2963];**

3.12 Swapan Kumar Naskar, son of Late Nishikanta Naskar, by faith Hinduism, by Occupation Business, by Nationality Indian, residing at Thakdari, Post Office Krishnapur, Police Station New Town, District North 24 Parganas, Kolkata-700102, West Bengal **[PAN AKNP9663K] & [Aadhaar No. 5597 3725 0004];** All are represented by their Constituted Attorney namely **M/s. Sathvik Homes Development [PAN AERFS9878R]**, a Partnership Firm, governed under the Indian Partnership Act, 1932, having its office at 759, Block-A, Lake Town Post Office Lake Town, Police Station Lake Town, Kolkata-700089, being represented by its authorised person namely _____ (**Aadhaar No. _____**) (**PAN _____**) son of _____, residing at _____, Post Office _____, Police Station _____, District - _____, PIN _____, West Bengal, by virtue of a Board Resolution dated _____, hereinafter collectively referred to as the **Said Owners/Vendors** (which expression shall unless contrary and/or repugnant to the context Include its successors-in-interest and/or assigns)

AND

SATHVIK HOMES DEVELOPMENT
Subranksu Gupta
PARTNER

3.13M/s. Sathvik Homes Development [PAN AERFS9878R], a Partnership Firm, governed under the Indian Partnership Act, 1932, having its office at 759, Block-A, Lake Town, Post Office Lake Town, Police Station Lake Town, District North 24 Parganas, Kolkata-700089, State of West Bengal, being represented by its authorised Partner namely _____ (**Aadhaar No.** _____) (**PAN** _____) son of _____, residing at _____, Post Office _____, Police Station _____, District - _____, PIN _____, West Bengal, by virtue of a Board Resolution dated _____, hereinafter referred to as the **Said Promoter** (which expression shall unless contrary and/or repugnant to the context include Its successors-in-interest and/or assigns)

AND

3.14 _____ son of _____, residing at _____, Post Office _____, Police Station _____, District - _____, PIN _____, (**PAN** _____) & (**Aadhaar No.** _____);

3.15 _____ son of _____, residing at _____, Post Office _____, Police Station _____, District - _____, PIN _____, (**PAN** _____) & (**Aadhaar No.** _____);

hereinafter referred to as the **"Allottees/Buyers"** (which expression repugnant to the context meaning thereof be deemed to mean and include its heirs, executor, administrator, successor-in-interest, and permitted assigns)

Owners/Vendor, Promoter/Developer and Allottee/Buyer 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 _____ (_____) Floor, having Carpet Area of _____ (_____) Square Feet, more or less, [Super Built-up Area of _____ (_____) Square Feet, more or less], _____ BHK type, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Said Apartment" more particularly described in **Schedule B** and the Floor **Plan** of the Said Apartment is annexed hereto and marked as **Schedule B-1**), being part of the Real Estate Project, registered under the provisions of the Real Estate (Regulation and Development) Act, 2016, (**RERA/Act**), and the West Bengal Real Estate (Regulation and Development) Rules, 2021 (**Rules**), and other rules, regulations, circulars and rulings issued thereunder

from time to time, with the West Bengal Real Estate Regulatory Authority (**Authority**) at Kolkata on _____, 2025 under Registration No. _____, the Real Estate Project is constructed on land measuring about **56.0380** Decimal equivalents to 33 (Thirty-Three) Cottah 15 (Fifteen) Chittack 18 (Eighteen) Sq. ft. equivalents **2267.744** Sq. Mtr. and **as per physical possession** measuring about 29 Cottah 06 Chittack 15 Sq. Ft. equivalents **1962.802** Sq. Mtr. out of **61 decimal**, more or less, comprised in **L.R. Dag No. 602 (Six Hundred And Two)**, recorded in L.R. Khatian Nos. 2140, 2149, 2375, 2376, 2769, 2790, 2792, 2793, 2812, 425 (New Khatian Nos. 2824, 2825, 2826 and 2830), Mouza Thakdari, J.L. No. 19, Police Station New Town (previously Rajarhat) within the limits of the Ward No. 27, Borough IV of Bidhan Nagar Municipal Corporation, being Holding No. BMC/TEM/27/000051, Assessee No. 041591, Thakdari Pramanik Para Street, in the district of North 24-Parganas, Kolkata 700102, West Bengal and more particularly described in the **Part-I** of the **Schedule A** below (**Said Land**). The Real Estate Project has been developed as a phase of the Said Complex named **Sattvik Gateway**,

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

5. Background

- 5.1 **Entitlement to Said Complex:** The Land Owners/Vendors are the jointly entitled to the Said Land ("**Project Property**"). The Land Owners/Vendors are become entitled to the Said Land by different flow of title. The Details of Ownership are morefully described in the **Part-II** of the **Schedule-A** below. The details pertaining to the title of the Land Owners/Vendors to the Said Land are elucidated in the Title Reports which have been uploaded on the website of the West Bengal Real Estate Regulatory Authority (collectively **Title Report**).
- 5.2 **Development Agreement:** For the purposes of developing the Said Complex, the Land Owners/Vendors and the Promoter have entered into several Development Agreements and Power of Attorneys. The

details are as follows: (i) The Owner No. 1, herein entered into a registered Development Agreement with the Promoter herein, dated 12th Day of May, 2023, recorded in Book I, Volume No. 1502-2023, at pages 101540 to 101610, being No. 150203613, for the year 2023, before the DSR-II, North 24 Parganas, in connection with First Land & Second Land, free from all encumbrances, and in connection with same land thereby appointed the Promoter herein, as its' true and lawful Attorney by virtue of a registered Development Power of Attorney dated 12th Day of May, 2023, recorded in Book I, Volume No. 1502-2023, at pages 103470 to 103502, being No. 150203681, for the year 2023, before the DSR-II, North 24 Parganas, (ii) the Owner No. 2 herein entered into a registered Development Agreement with the Promoter herein, dated 12th Day of May, 2023, recorded in Book I, Volume No. 1502-2023, at pages 101448 to 101515, being No. 150203611, for the year 2023, before the DSR-II, North 24 Parganas, in connection with Third Land, free from all encumbrances and in connection with the same land thereby appointed the Promoter herein, as its' true and lawful Attorney by virtue of a registered Development Power of Attorney dated 12th Day of May, 2023, recorded in Book I, Volume No. 1502-2023, at pages 103440 to 103469, being No. 150203680, for the year 2023, before the DSR-II, North 24 Parganas (iii) the Owner No. 3.3 herein entered into a registered Development Agreement with the Promoter herein dated 12th Day of May, 2023, recorded in Book I, Volume No. 1502-2023, at pages 101611 to 101678, being No. 150203614, for the year 2023, before the DSR-II, North 24 Parganas, in connection with Fourth Land, free from all encumbrances and in connection with the same land thereby appointed the Promoter herein, as its true and lawful Attorney by virtue of registered Development Power of Attorney dated 12th Day of May, 2023, recorded in Book I, Volume No. 1502-2023, at pages 111777 to 111805, being No. 150203682, for the year 2023, before the DSR-II, North 24 Parganas; (iv) the Owner No. 4 herein entered into a registered Development Agreement with the Promoter herein dated 12th Day of May, 2023, recorded in Book I, Volume No. 1502-2023, at pages 101679 to 101751, being No. 150203615, for the year 2023, before the DSR-II, North 24 Parganas, in connection with Fifth Land & Sixth Land, free from all encumbrances and in connection with the same land thereby appointed the Promoter herein, as its true and lawful Attorney by virtue of a registered Development Power of Attorney dated 12th Day of May, 2023, recorded in Book I, Volume No. 1502-2023, at pages 103406 to 103439, being No. 150203679, for the year 2023, before the DSR-II, North 24 Parganas; (v) the Owner No. 5 herein entered into a registered Development Agreement with the Promoter herein dated 09th Day of December, 2022, recorded in Book I, Volume No. 1523-2022, at pages 742489 to 742534, being No. 152319771, for the year 2022, before the ADSR, Rajarhat, North 24 Parganas, in connection with Seventh Land, free from all encumbrances and in connection with the same land appointed the Promoter herein, as true and lawful Attorney by virtue of Development Power of Attorney dated 09th Day of December,

2022, recorded in Book I, Volume No. 1523-2022, at pages 743257 to 743276, being No. 152319797, for the year 2022, before the ADSR, Rajarhat, North 24 Parganas; (vi) the Owner No. 6 herein entered into a registered Development Agreement with the Promoter herein dated 09th Day of December, 2022, recorded in Book I, Volume No. 1523-2022, at pages 742418 to 742463, being No. 152319769, for the year 2022, before the ADSR, Rajarhat, North 24 Parganas, in connection with Eighth Land, free from all encumbrances and in connection with same land thereby appointed the Promoter herein, as it's true and lawful Attorney by virtue of Development Power of Attorney dated 09th Day of December, 2022, recorded in Book I, Volume No. 1523-2022, at pages 743277 to 743296, being No. 152319798, for the year 2022, before the ADSR, Rajarhat, North 24 Parganas; (vii) the Owner No. 7 herein entered into a registered Development Agreement with the Promoter herein dated 19th Day of September, 2022, recorded in Book I, Volume No. 1523-2022, at pages 592530 to 592571, being No. 152315000, for the year 2022, before the ADSR, Rajarhat, North 24 Parganas, in connection with Ninth Land, free from all encumbrances and in connection with the same land thereby appointed the Promoter herein, as it's true and lawful Attorney by virtue of registered Development Power of Attorney dated 19th Day of September, 2022, recorded in Book I, Volume No. 1523-2022, at pages 593134 to 593153, being No. 152315022, for the year 2022, before the ADSR, Rajarhat, North 24 Parganas, (viii) the Owner No. 8 herein entered into a registered Development Agreement with M/s. Sathvik Homes Development dated 19th Day of September, 2022, recorded in Book I, Volume No. 1523-2022, at pages 592488 to 592529, being No. 152314999, for the year 2022, before the ADSR, Rajarhat, North 24 Parganas, in connection with Tenth Land, free from all encumbrances and in connection with same land thereby appointed M/s. Sathvik Homes Development, as true and lawful Attorney by virtue of Development Power of Attorney dated 19th Day of September, 2022, recorded in Book I, Volume No. 1523-2022, at pages 593114 to 593133, being No. 152315021, for the year 2022, before the ADSR, Rajarhat, North 24 Parganas; (ix) the Owners No. 9 to 12 entered into registered Development Agreement with the Promoter herein dated 21st Day of December, 2022, recorded in Book I, Volume No. 1523-2022, at pages 768911 to 768955, being No. 152320496, for the year 2022, before the ADSR, Rajarhat, North 24 Parganas, and dated 13th Day of May, 2024, recorded in Book I, Volume No. 1902-2024, at pages 302673 to 302714, being No. 190206076, for the year 2024, before the ARA-II, Kolkata, in connection with Eleventh Land, free from all encumbrances and in connection with same land thereby appointed the Promoter herein, as its true and lawful Attorney by virtue of a registered Development Power of Attorney dated 21st Day of December, 2022, recorded in Book I, Volume No. 1523-2022, at pages 769323 to 769345, being No. 152320512, for the year 2022, before the ADSR, Rajarhat, North 24 Parganas, and dated 13th Day of May, 2024, recorded in Book I, Volume No. 1902-2024, at pages 302612 to

302632, being No. 190206083, for the year 2024, before the ARA-II, Kolkata (collectively hereinafter referred to as **Said Development Agreements**). In terms of the Said Development Agreements, the Promoter/Developer has become entitled to transfer, encumber or otherwise alienate or dispose of the Apartments and other transferrable spaces in the Said Block/Building/Said Complex (as and where defined herein).

- 5.3 **Sanction of Plans & Commencement of Building:** The Promoter/Developer has obtained the layout plan, sanctioned plan vide Building Permit No. **SWS-OBPAS/2109/2024/1161, dated 30th Day of December, 2024**, approved by the Bidhan Nagar Municipal Corporation (BMC), specifications and approvals for the Real Estate Project (including for the Said Apartment and the Said Block/Building from the competent authority), has been developed as a phase of the Said Complex. That one notice has already been served upon the BMC mentioning the date of commencement of construction of the New Building as per building Sanction Plan and thereby the Commencement of the Building Construction is to be considered as 20.01.2025 (**Notice of Commencement**).
- 5.4 **Allocation Agreement:** In terms of the Said Development Agreements, the Owners and the Promoter/Developer herein entered into an Allocation Agreement dated _____, 2025 and thereby allocated Owner's Allocation and Promoter's Allocation amongst themselves.
- 5.5 **Registration under the Act:** The Promoter/Developer has registered the Real Estate Project under the provisions of the RERA with the Authority at Kolkata on ____ Day of _____, 2023 under Registration No. _____.
- 5.6 **Real Estate Project:** The Said Complex has been earmarked for the purpose of building a residential project comprising of one multistoried buildings and car parking spaces. The development of the Said Complex *inter alia* consisting of one Ground Plus Nine (G+IX) storied building (**Said Building**) and _____ number of Car Parking Spaces being constructed on the Said Complex, are presently being developed as a phase having registered before the West Bengal Real Estate Regulatory Authority by the Promoter and is being registered as a 'Real Estate Project' ("**the Real Estate Project or Project**"), under the provisions of the Act, Rules and other rules, regulations, circulars and rulings issued thereunder from time to time.
- 5.7 **Announcement:** The Promoter/Developer formulated a scheme and announced allotment of Apartments and parking spaces out of the Promoter's Allocation to prospective purchasers (Buyers).
- 5.8 **Agreement with Allottees/Buyers:** The Allottees/Buyers, intending to buy, upon full satisfaction of the Land Owners/Vendors' entitlement

and the Promoter/Developer's authority to transfer, applied for allotment of the Said Apartment out of the Promoter's Allocation and the Promoter/Developer has allotted the same to the Allottees/Buyers, who, in due course, entered into an agreement dated ____ Day of _____, 202____, vide registered before _____, _____ in Book-I, Volume No. _____, at Pages _____ to _____, being No. _____ for the year _____ (**Said Agreement**) for transfer of the Said Apartment, on the terms and conditions contained therein.

- 5.9 **Construction of Said Block/Building:** The Promoter/Developer has completed construction of the Said Block/Building.
- 5.10 **Completion Certificate/Occupancy Certificate:** The Promoter/Developer on completion of the construction of the Said Building/Tower has obtained the Completion Certificate/Occupancy Certificate from the Competent Authority Vide No. _____ dated _____.
- 5.11 **Hand Over of Allocation:** In terms of the Said Development Agreements and Said Allocation Agreement, on completion of the construction of the Said Building the Promoter/Developer herein already handed over vacant peaceful physical possession of the Owner's Allocation to the respective Owners and the Owners herein have released and relinquished their right title interest in connection with the Developer's Allocation in favour of the Promoter/Developer herein.
- 5.12 **Conveyance to Allottees/Buyers:** In furtherance of the above, the Land Owners/Vendors and the Promoter/Developer are completing the Conveyance of the Said Apartment in favour of the Allottees/Buyers, by these presents, on the terms and conditions contained herein.
- 5.10**Acceptance of Conditions Precedent:** Notwithstanding anything contained in the Said Agreement, the Allottees/Buyers confirm that the Allottees/Buyers have accepted and agreed that the following are and shall be the conditions precedent to this Conveyance:
- 5.10.1 **Understanding of Scheme by Allottees/Buyers:** The undertaking and covenant of the Allottees/Buyers that the Allottees/Buyers have understood and accepted the under mentioned scheme of development as disclosed by the Promoter/Developer:
- i) **Project Property:** The Said Building, has been developed in the Said Complex. Therefore, the present Phase, is constituted as the Real Estate Project in accordance with the provisions of the Act and Rules. The Real Estate Project has been constructed and developed upon the Said Land as delineated in **Blue** colour boundary line on the **Plan** annexed and marked as **Annexure "1"** hereto and more particularly described in the **Part-I** of the **Schedule A** below.

- ii) **Said Complex:** The Promoter/Developer is undertaking the development of the Said Complex in a phase-wise manner as mentioned in this Clause 5.3 above.
- iii) **Further Development:** The Promoter/Developer is entitled to amend, modify and/or substitute the proposed future and further development and extension of the Said Complex, in full or in part, subject to the necessary permission/sanction being granted by the BMC and all other concerned authorities.
- iv) **Limited Areas And Facilities:** The Allottees/Buyers agree that the Promoter/Developer shall be entitled to provide and designate certain common areas and facilities appurtenant to apartments in the Real Estate Project as limited and exclusive common areas and facilities, the usage whereof shall be limited and exclusive to the allottee(s) of such apartments and to the exclusion of other allottee(s) in the Real Estate Project (Limited Areas And Facilities). The Allottees/Buyers agree to use only the Limited Areas And Facilities (if any) specifically identified for the Allottees/Buyers in the Said Apartment. The Allottees/Buyers agrees not to use the Limited Areas And Facilities identified for other allottee(s) nor shall the Allottees/Buyers have any claim of any nature whatsoever with respect to the Limited Areas And Facilities identified for other allottee(s) and/or the usage thereof.
- v) **Common Areas:** The Common Areas in the Real Estate Project that may be usable by the Allottees/Buyers and other allottee(s) on a non-exclusive basis are listed in the Schedule C hereunder written.
- vi) **Said Complex Included Amenities:** The common areas, facilities and amenities in the Said Complex including the Real Estate Project that may be usable by the Allottee and other allottee(s) in the Said Complex on a non-exclusive basis (**Said Common Areas & Common Amenities**) are listed in the **Schedule D** hereunder written.
- vii) **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 the BMC and 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 Said Complex. 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 transferred hereunder, and to carry out construction work accordingly. The Allottees/Buyers hereby irrevocably agree and gives his/her/its express consent to

SATHVIK HOMES DEVELOPMENT

Subranksu Gupta

PARTNER

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 Transferees'/Allottees' consent contemplated under the relevant provisions of the Act and Rules. The Allottees/Buyers 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 Allottees/Buyers 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.

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

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

6. Transfer

6.1 Hereby Made: : The Land 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 out of the Promoter's Allocation,

SATHVIK HOMES DEVELOPMENT

Subramaniam Gupta

PARTNER

described in the Schedule B below for the Consideration mentioned below.

7. Consideration and Payment

- 7.1 **Consideration:** The aforesaid conveyance of the Said Apartment is being made by the Land Owners and the Promoter/Developer in consideration of a sum of Rs. _____/- (Rupees _____), fully 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 covenant not to raise any requisition, query, clarification or objection regarding the same and also further waive 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;
- (b) The sanctioned plans sanctioned by the BMC;
- (c) The construction and completion of the Said Block/Building, the Common Areas, the Said Apartment including the quality, specifications, materials, workmanship and structural stability thereof.

- 8.2 **Measurement:** The Allottees/Buyers have measured the area of the Said Apartment and is 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 **Salient Terms:** The transfer of the Said Apartment being effected by this Conveyance is:

- 8.3.1 **Conveyance:** sale within the meaning of the Transfer of Property Act, 1882.

- 8.3.2 **Absolute:** absolute, irreversible and in perpetuity.

- 8.3.3 **Free from Encumbrances:** free from all encumbrances of any and every nature whatsoever including but not limited to *lispendens*, attachments, liens, charges, mortgages, trusts, *debutter*s, reversionary rights, residuary rights, claims and statutory prohibitions.

- 8.3.4 **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).
- 8.4 **Subject to:** The sale of the Said Apartment being effected by this Conveyance is subject to:
- 8.4.1 **Payment of Rates & Taxes:** the Buyers/Allottees regularly and punctually paying costs, expenses, deposits and charges for Municipal Tax, surcharge, levies, cess, *khazna*, *Panchayat* Taxes, Lease Premium, Lease Rent etc. (collectively **Rates & Taxes**), as be assessed for the Said Apartment.
- 8.4.2 **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**).
- 8.4.3 **Observance of Covenants:** the Buyers/Allottees observing, performing and accepting the stipulations, regulations and covenants (collectively **Covenants**), described in the **Schedule E** below.
- 8.4.4 **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 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, relating to the period till the date of expiry of the notice of possession of the Said Apartment 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 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 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.
- 12.2 **Promoter/Developer to do:** The Promoter/Developer hereby covenant 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.

13. Defect Liability:

- 13.1 The Promoter/Developer shall rectify all reasonable construction related structural defects in the Said Apartment, if any, brought to the notice of the Promoter/Developer, at its own cost and effort, within five calendar year from the date of completion certificate, issued by the BMC.
- 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 buyer 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 Larger Property. The Buyers/Allottees are aware that the Said Block/Building is a RCC 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/Developer'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/Developer in this regard.

13.3 It is clarified further 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 equipment 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 ends 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/Developer 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 it 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 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

PART I (Said Land)

ALL THAT land measuring about, inter alia, **1.4283 decimal**, more or less, out of 61 decimal, being a portion of **L.R. Dag No. 602**, recorded in L.R. Khatian No. 2377, Mouza Thakdari, J.L. No. 19, Police Station New Town (previously Rajarhat) within the limits of the Bidhan Nagar Municipal Corporation, Ward No. 27, Additional District Sub-Registrar Rajarhat, in the district of North 24 Parganas, Kolkata 700102, West Bengal (First Land)

ALL THAT land measuring about, inter alia, **6.5027 decimal**, more or less, out of 61 decimal, being a portion of **L.R. Dag No. 602**, recorded in L.R. Khatian No. 2374, Mouza Thakdari, J.L. No. 19, Police Station New Town (previously Rajarhat) within the limits of the Bidhan Nagar Municipal Corporation, Ward No. 27, Additional District Sub-Registrar Rajarhat, in the district of North 24 Parganas, Kolkata 700102, West Bengal (Second Land)

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Sobranshu Gupta

PARTNER

ALL THAT land measuring about, inter alia, **1.5527 decimal**, more or less, out of 61 decimal, being a portion of **L.R. Dag No. 602**, recorded in L.R. Khatian No. 2377, *Mouza* Thakdari, J.L. No. 19, Police Station New Town (previously Rajarhat) within the limits of the Bidhan Nagar Municipal Corporation, Ward No. 27, Additional District Sub-Registrar Rajarhat, in the district of North 24 Parganas, Kolkata 700102, West Bengal **(Third Land)**

ALL THAT land measuring about **1.4283 decimal**, more or less, out of 61 decimal, being a portion of **L.R. Dag No. 602**, recorded in L.R. Khatian No. 425, *Mouza* Thakdari, J.L. No. 19, Police Station New Town (previously Rajarhat) within the limits of the Bidhan Nagar Municipal Corporation, Ward No. 27, Additional District Sub-Registrar Rajarhat, in the district of North 24 Parganas, Kolkata 700102, West Bengal **(Fourth Land)**

ALL THAT land measuring about, inter alia, **6.9967 decimal**, more or less, out of 61 decimal, being a portion of **L.R. Dag No. 602**, recorded in L.R. Khatian No. 2115, *Mouza* Thakdari, J.L. No. 19, Police Station New Town (previously Rajarhat) within the limits of the Bidhan Nagar Municipal Corporation, Ward No. 27, Additional District Sub-Registrar Rajarhat, in the district of North 24 Parganas, Kolkata 700102, West Bengal **(Fifth Land)**

ALL THAT land measuring about, inter alia, **5.9963 decimal**, more or less, out of 61 decimal, being a portion of **L.R. Dag No. 602**, recorded in L.R. Khatian No. 2209, *Mouza* Thakdari, J.L. No. 19, Police Station New Town (previously Rajarhat) within the limits of the Bidhan Nagar Municipal Corporation, Ward No. 27, Additional District Sub-Registrar Rajarhat, in the district of North 24 Parganas, Kolkata 700102, West Bengal **(Sixth Land)**

ALL THAT land measuring about, inter alia, **4.9959 decimal**, more or less, out of 61 decimal, being a portion of **L.R. Dag No. 602**, recorded in L.R. Khatian No. 2140, *Mouza* Thakdari, J.L. No. 19, Police Station New Town (previously Rajarhat) within the limits of the Bidhan Nagar Municipal Corporation, Ward No. 27, Additional District Sub-Registrar Rajarhat, in the district of North 24 Parganas, Kolkata 700102, West Bengal **(Seventh Land)**

ALL THAT land measuring about, inter alia, **6.9967 decimal**, more or less, out of 61 decimal, being a portion of **L.R. Dag No. 602**, recorded in L.R. Khatian No. 2149, *Mouza* Thakdari, J.L. No. 19, Police Station New Town (previously Rajarhat) within the limits of the Bidhan Nagar Municipal Corporation, Ward No. 27, Additional District Sub-Registrar Rajarhat, in the district of North 24 Parganas, Kolkata 700102, West Bengal **(Eighth Land)**

ALL THAT land measuring about, inter alia, **6.5026 decimal**, more or less, out of 61 decimal, being a portion of **L.R. Dag No. 602**, recorded in L.R. Khatian No. 2375, *Mouza* Thakdari, J.L. No. 19, Police Station New Town (previously Rajarhat) within the limits of the Bidhan Nagar Municipal Corporation, Ward No. 27, Additional District Sub-Registrar Rajarhat, in the district of North 24 Parganas, Kolkata 700102, West Bengal **(Ninth Land)**

ALL THAT land measuring about, inter alia, **6.4965 decimal**, more or less, out of 61 decimal, being a portion of **L.R. Dag No. 602**, recorded in L.R. Khatian No. 2376, *Mouza* Thakdari, J.L. No. 19, Police Station New Town (previously Rajarhat) within the limits of the Bidhan Nagar Municipal Corporation, Ward No. 27, Additional District Sub-Registrar Rajarhat, in the district of North 24 Parganas, Kolkata 700102, West Bengal **(Tenth Land)**

ALL THAT land measuring about **7.1413 decimal**, more or less, out of 61 Decimal, being a portion of **L.R. Dag No. 602**, recorded in Old L.R. Khatian No. 425, New LR Khatian Nos. 2824, 2825, 2826 & 2830 Mouza Thakdari, J.L. No. 19, Police Station New Town (previously Rajarhat) within the limits of the Bidhan Nagar Municipal Corporation, Ward No. 27, Additional District Sub-Registrar Rajarhat, in the district of North 24 Parganas, Kolkata 700102, West Bengal (**Eleventh Land**)

The First Land to Eleventh Land together aggregating to land measuring about **56.0380** Decimal equivalents to 33 (Thirty-Three) Cottah 15 (Fifteen) Chittack 18 (Eighteen) Sq. ft. equivalents **2267.744** Sq. Mtr. and **as per physical possession** measuring about 29 Cottah 06 Chittack 15 Sq. Ft. equivalents **1962.802** Sq. Mtr. out of **61 decimal**, more or less, comprised in **L.R. Dag No. 602 (Six Hundred And Two)**, recorded in L.R. Khatian Nos. 2140, 2149, 2375, 2376, 2769, 2790, 2792, 2793, 2812, 425 (New Khatian Nos. 2824, 2825, 2826 and 2830), Mouza Thakdari, J.L. No. 19, Police Station New Town (previously Rajarhat) within the limits of the Ward No. 27, Borough IV of Bidhan Nagar Municipal Corporation, being Holding No. BMC/TEM/27/000051, Assessee No. 041591, Thakdari Pramanik Para Street, in the district of North 24-Parganas, Kolkata 700102, West Bengal, the Said Property is delineated and demarcated on the Plan annexed hereto, marked as Annexure "**A-1**", and the Said Property is butted and bounded as follows-

On the North	By 9.25 (Nine Point Two Five) Meter Width Thakdari Road and By land of Kanak Naskar & 3 others in LR Dag No. 602 (Part);
On the East	By LR Dag Nos. 600, 601 & By land of Kanak Naskar & 3 others in LR Dag No. 602 (Part).
On the South	By LR Dag Nos. 594 & 598.
On the West	By LR Dag Nos. 602/977.

The details of the Said Property are as follows-

Name of Land Owners	Land Owned (in Decimal)	Old/Previous Khatian No.	Present Khatian Nos.
Rishi Agarwal	1.4283		2793
Rishi Agarwal	6.5027		2793
Shinay Gupta	1.5527		2790
Mohit Agarwal	1.4283		2812
M/s. New Town Developer	6.9967		2792
M/s. New Town Developer	5.9963		2769
Dharmadas Naskar	4.9959		2140

Timir Kumar Naskar	6.9967		2149
Dipankar Naskar	6.5026		2375
Bhaskar Naskar	6.4965		2376
Shibani Mondal	7.1413	425	2824
Sarbani Mondal			2825
Swapan Kumar Naskar			2830
Anima Mondal			2826
TOTAL	56.0380		

PART II
(Details of Ownership)

1. Purchase of First Land by First Owner: The First Owner namely Rishi Agarwal, by virtue of a registered Deed of Conveyance dated 27th Day of May, 2022, recorded in Book I, Volume No. 1523-2022, at pages 390558 to 390575, being No. 152309404, for the year 2022, before the ADSR, Rajarhat, North 24 Parganas, purchased land measuring about, inter alia, 1.4283 decimal out of 4.95 Decimal, more or less, out of 61 decimal, being a portion of L.R. Dag No. 602, recorded in L.R. Khatian No. 2377, *Mouza Thakdari*, J.L. No. 19, Police Station New Town (previously Rajarhat) within the limits of the Bidhan Nagar Municipal Corporation, Ward No. 27, Additional District Sub-Registrar Rajarhat, in the district of North 24 Parganas, Kolkata 700102, West Bengal, (First Land) from one Bithika Naskar, wife of Avijit Naskar and daughter of Late Biswananda Naskar, more fully described in the First Schedule below, free from all encumbrances.
2. Purchase of Second Land by First Owner: The First Owner namely Rishi Agarwal, herein by virtue of a registered Deed of Conveyance dated 27th Day of May, 2022, recorded in Book I, Volume No. 1523-2022, at pages 390576 to 390593, being No. 152309405, for the year 2022, before the ADSR, Rajarhat, North 24 Parganas, purchased, land measuring about, inter alia, 6.5027 decimal, more or less, out of 61 decimal, being a portion of L.R. Dag No. 602, recorded in L.R. Khatian No. 2374, *Mouza Thakdari*, J.L. No. 19, Police Station New Town (previously Rajarhat) within the limits of the Bidhan Nagar Municipal Corporation, Ward No. 27, Additional District Sub-Registrar Rajarhat, in the district of North 24 Parganas, Kolkata 700102, West Bengal from one Tarubala Naskar, wife of Late

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Subranisho Gupta

PARTNER

Biswananda Naskar, (Second Land), more fully described in the First Schedule below, free from all encumbrances.

3. Mutation of First & Second Land: The First Owner namely Rishi Agarwal, herein being the absolute owner and possessor of the First Land & Second Land got his name mutated in respect of the First Land & Second Land in the records of the Block Land and Land Reforms Office, Rajarhat, North 24 Parganas, under L.R. Khatian No. 2793, in Mouza Thakdari.
4. Development Agreement & Development Power of Attorney with First Owner in connection with First Land & Second Land: The First Owner namely Rishi Agarwal, herein entered into a registered Development Agreement with M/s. Sathvik Homes Development, dated 12th Day of May, 2023, recorded in Book I, Volume No. 1502-2023, at pages 101540 to 101610, being No. 150203613, for the year 2023, before the DSR-II, North 24 Parganas, in connection with First Land & Second Land, free from all encumbrances., and thereby the First Owner namely Rishi Agarwal, herein appointed M/s. Sathvik Homes Development, as its' true and lawful Attorney by virtue of a Development Power of Attorney dated 12th Day of May, 2023, recorded in Book I, Volume No. 1502-2023, at pages 103470 to 103502, being No. 150203681, for the year 2023, before the DSR-II, North 24 Parganas, in connection with First Land & Second Land, free from all encumbrances, which is still valid and subsisting.
5. Purchase of Second Land by Second Owner: the Second Owner namely Shinay Gupta, herein by virtue of a registered Deed of Conveyance dated 31st Day of May, 2022, recorded in Book I, Volume No. 1523-2022, at pages 390540 to 390557, being No. 152309403, for the year 2022, before the ADSR, Rajarhat, North 24 Parganas, purchased, land measuring about, inter alia, 1.5527 decimal, more or less, out of 61 decimal, being a portion of L.R. Dag No. 602, recorded in L.R. Khatian No. 2377, Mouza Thakdari, J.L. No. 19, Police Station New Town (previously Rajarhat) within the limits of the Bidhan Nagar Municipal Corporation, Ward No. 27, Additional

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Sobranshu Gupta

PARTNER

District Sub-Registrar Rajarhat, in the district of North 24 Parganas, Kolkata 700102, West Bengal, (Third Land) from one Bithika Naskar, wife of Avijit Naskar and daughter of Late Biswananda Naskar, more fully described in the First Schedule below, free from all encumbrances.

6. Mutation of Third Land: The Second Owner namely Shinay Gupta, herein being the absolute owner and possessor of the Third Land got his name mutated in respect of the Third Land in the records of the Block Land and Land Reforms Office, Rajarhat, North 24 Parganas, under L.R. Khatian No. 2790, in Mouza Thakdari.
7. Development Agreement & Development Power of Attorney with Second Owner in connection with Third Land: the Second Owner namely Shinay Gupta, herein entered into a registered Development Agreement with M/s. Sathvik Homes Development dated 12th Day of May, 2023, recorded in Book I, Volume No. 1502-2023, at pages 101448 to 101515, being No. 150203611, for the year 2023, before the DSR-II, North 24 Parganas, in connection with Third Land, free from all encumbrances and thereby the Second Owner namely Shinay Gupta, herein appointed M/s. Sathvik Homes Development, as true and lawful Attorney by virtue of Development Power of Attorney dated 12th Day of May, 2023, recorded in Book I, Volume No. 1502-2023, at pages 103440 to 103469, being No. 150203680, for the year 2023, before the DSR-II, North 24 Parganas, in connection with Third Land, free from all encumbrances, which is still valid and subsisting.
8. Purchase of Fourth Land by Third Owner: the Third Owner namely Mohit Agarwal herein by virtue of a registered Deed of Conveyance dated 01st Day of June, 2022, recorded in Book I, Volume No. 1523-2022, at pages 390521 to 390539, being No. 152309402, for the year 2022, before the ADSR, Rajarhat, North 24 Parganas, purchased, land measuring about 1.4283 decimal, more or less, out of 61 decimal, being a portion of L.R. Dag No. 602, recorded in L.R. Khatian No. 425, Mouza Thakdari, J.L. No. 19, Police Station New Town (previously Rajarhat) within the limits of the

Bidhan Nagar Municipal Corporation, Ward No. 27, Additional District Sub-Registrar Rajarhat, in the district of North 24 Parganas, Kolkata 700102, West Bengal (Fourth Land), more fully described in the First Schedule below from one Nilima Mondal wife of Sanjay Mondal, free from all encumbrances.

9. Mutation of Fourth Land: The Third Owner namely Mohit Agarwal herein being the absolute owner and possessor of the Fourth Land got his name mutated in respect of the Fourth Land in the records of the Block Land and Land Reforms Office, Rajarhat, North 24 Parganas, under L.R. Khatian No. 2812, in Mouza Thakdari.
10. Development Agreement & Development Power of Attorney with Third Owner in connection with Fourth Land: the Third Owner namely Mohit Agarwal herein entered into a registered Development Agreement with M/s. Sathvik Homes Development dated 12th Day of May, 2023, recorded in Book I, Volume No. 1502-2023, at pages 101611 to 101678, being No. 150203614, for the year 2023, before the DSR-II, North 24 Parganas, in connection with Fourth Land, free from all encumbrances and thereby Third Owner namely Mohit Agarwal herein thereby appointed M/s. Sathvik Homes Development, as true and lawful Attorney by virtue of Development Power of Attorney dated 12th Day of May, 2023, recorded in Book I, Volume No. 1502-2023, at pages 111777 to 111805, being No. 150203682, for the year 2023, before the DSR-II, North 24 Parganas, in connection with Fourth Land, free from all encumbrances, which is still valid and subsisting.
11. Purchase of Fifth Land by Forth Owner: One Jatindra Nath Naskar son of Late Binod Bihari Naskar, out of love and affection gift, conveyed and transferred the Fifth Land by virtue of a registered Deed of Gift in Bengali vernacular dated 11th August 2014, recorded in Book I, Volume No.14, at Pages 8490 to 8500, being Deed No. 09019 for the year 2014, registered before Additional District Sub-Registrar, Rajarhat, North 24 Parganas, to

one Madhumita Naskar, wife of Samir Naskar, and subsequently the Fourth Owner herein namely M/s. New Town Developers by virtue of a registered Deed of Conveyance dated 25th Day of November, 2022, recorded in Book I, Volume No. 1523-2022, at pages 735384 to 735401, being No. 152319472, for the year 2022, before the ADSR, Rajarhat, North 24 Parganas, purchased, land measuring about, inter alia, 6.9967 decimal, more or less, out of 61 decimal, being a portion of L.R. Dag No. 602, recorded in L.R. Khatian No. 2115, *Mouza Thakdari*, J.L. No. 19, Police Station New Town (previously Rajarhat) within the limits of the Bidhan Nagar Municipal Corporation, Ward No. 27, Additional District Sub-Registrar Rajarhat, in the district of North 24 Parganas, Kolkata 700102, West Bengal (Fifth Land), more fully described in the First Schedule below from said Madhumita Naskar wife of Samir Naskar, free from all encumbrances.

12. Mutation of Fifth Land: the Fourth Owner namely M/s. New Town Developers being the absolute owner and possessor of the Fifth Land got his name mutated in respect of the Fifth Land in the records of the Block Land and Land Reforms Office, Rajarhat, North 24 Parganas, under L.R. Khatian No. 2792, in *Mouza Thakdari*.
13. Purchase of Sixth Land by Fourth Owner: One Jatindra Nath Naskar son of Late Binod Bihari, by virtue of a registered Deed of Gift in Bengali vernacular dated 01st August, 2014, recorded in Book I, Volume No. 14, at Pages 2189 to 2198, being Deed No. 08705 for the Year 2014, registered before Additional District Sub-Registrar, Rajarhat, North 24 Parganas, gifted conveyed and transferred the Sixth Land herein to Mangal Das Naskar, son of Late Jatindra Nath Naskar, and subsequently the Fourth Owner herein by virtue of a registered Deed of Conveyance dated 21st Day of September, 2022, recorded in Book I, Volume No. 1523-2022, at pages 670162 to 670179, being No. 152317314, for the year 2022, before the ADSR, Rajarhat, North 24 Parganas, purchased, land measuring about, inter alia, 5.9963 decimal, more or less, out of 61 decimal, being a portion

of L.R. Dag No. 602, recorded in L.R. Khatian No. 2209, Mouza Thakdari, J.L. No. 19, Police Station New Town (previously Rajarhat) within the limits of the Bidhan Nagar Municipal Corporation, Ward No. 27, Additional District Sub-Registrar Rajarhat, in the district of North 24 Parganas, Kolkata 700102, West Bengal (Sixth Land) from said Mangal Das Naskar son of Late Jatindranath Naskar, more fully described in the First Schedule below, free from all encumbrances.

14. Mutation of Sixth Land: The Fourth Owner herein being the absolute owner and possessor of the Sixth Land got his name mutated in respect of the Sixth Land in the records of the Block Land and Land Reforms Office, Rajarhat, North 24 Parganas, under L.R. Khatian No. 2769, in Mouza Thakdari.
15. Development Agreement & Development Power of Attorney with Fourth Owner in connection with Fifth Land & Sixth Land: the Fourth Owner namely M/s. New Town Developers entered into a registered Development Agreement with M/s. Sathvik Homes Development dated 12th Day of May, 2023, recorded in Book I, Volume No. 1502-2023, at pages 101679 to 101751, being No. 150203615, for the year 2023, before the DSR-II, North 24 Parganas, in connection with Fifth Land & Sixth Land, free from all encumbrances and thereby the Fourth Owner herein thereby appointed M/s. Sathvik Homes Development, as true and lawful Attorney by virtue of Development Power of Attorney dated 12th Day of May, 2023, recorded in Book I, Volume No. 1502-2023, at pages 103406 to 103439, being No. 150203679, for the year 2023, before the DSR-II, North 24 Parganas, in connection with Fifth Land & Sixth Land, free from all encumbrances, which is still valid and subsisting.
16. Development Agreement & Development Power of Attorney with Fifth Owner in connection with Seventh Land: One Jatindra Nath Naskar son of Late Binod Bihari Naskar, out of natural love and affection gift, conveyed and transferred the Seventh Land to the Fifth Owner namely Dharmadas

Naskar herein, by virtue of a registered Deed of Gift in Bengali vernacular dated 01st August 2014, recorded in Book I, Volume No.14, at Pages 2381 to 2390, being Deed No. 08718 for the year 2014, registered before Additional District Sub-Registrar, Rajarhat, North 24 Parganas and subsequently the Fifth Owner namely Dharmadas Naskar herein being the absolute owner and possessor of the land measuring about, inter alia, 4.9959 decimal, more or less, out of 61 decimal, being a portion of L.R. Dag No. 602, recorded in L.R. Khatian No. 2140, Mouza Thakdari, J.L. No. 19, Police Station New Town (previously Rajarhat) within the limits of the Bidhan Nagar Municipal Corporation, Ward No. 27, Additional District Sub-Registrar Rajarhat, in the district of North 24 Parganas, Kolkata 700102, West Bengal, (Seventh Land), more fully described in the First Schedule below, entered into a registered Development Agreement with M/s. Sathvik Homes Development dated 09th Day of December, 2022, recorded in Book I, Volume No. 1523-2022, at pages 742489 to 742534, being No. 152319771, for the year 2022, before the ADSR, Rajarhat, North 24 Parganas, in connection with Seventh Land, free from all encumbrances and thereby the Fifth Owner namely Dharmadas Naskar herein thereby appointed M/s. Sathvik Homes Development, as true and lawful Attorney by virtue of Development Power of Attorney dated 09th Day of December, 2022, recorded in Book I, Volume No. 1523-2022, at pages 743257 to 743276, being No. 152319797, for the year 2022, before the ADSR, Rajarhat, North 24 Parganas, in connection with Seventh Land, free from all encumbrances, which is still valid and subsisting.

17. Development Agreement & Development Power of Attorney with Sixth Owner in connection with Eighth Land: One Jatindra Nath Naskar son of Late Binod Bihari Naskar, out of natural love and affection gifted, conveyed and transferred the Eighth Land to the Sixth Owner namely Timir Kumar Naskar herein, by virtue of a registered Deed of Gift in Bengali vernacular dated 01st August 2014, recorded in Book I, Volume No.14, at Pages 2359 to 2368, being Deed No. 08715 for the year 2014, registered before Additional District Sub-Registrar, Rajarhat, North 24 Parganas, free from

all encumbrances and subsequently, the Sixth Owner namely Timir Kumar Naskar herein being the absolute owner and possessor of the land measuring about, inter alia, 6.9967 decimal, more or less, out of 61 decimal, being a portion of L.R. Dag No. 602, recorded in L.R. Khatian No. 2149, *Mouza* Thakdari, J.L. No. 19, Police Station New Town (previously Rajarhat) within the limits of the Bidhan Nagar Municipal Corporation, Ward No. 27, Additional District Sub-Registrar Rajarhat, in the district of North 24 Parganas, Kolkata 700102, West Bengal (Eighth Land), more fully described in the First Schedule below, entered into a registered Development Agreement with M/s. Sathvik Homes Development dated 09th Day of December, 2022, recorded in Book I, Volume No. 1523-2022, at pages 742418 to 742463, being No. 152319769, for the year 2022, before the ADSR, Rajarhat, North 24 Parganas, in connection with Eighth Land, free from all encumbrances and thereby the Sixth Owner namely Timir Kumar Naskar herein thereby appointed M/s. Sathvik Homes Development, as true and lawful Attorney by virtue of Development Power of Attorney dated 09th Day of December, 2022, recorded in Book I, Volume No. 1523-2022, at pages 743277 to 743296, being No. 152319798, for the year 2022, before the ADSR, Rajarhat, North 24 Parganas, in connection with Eighth Land, free from all encumbrances, which is still valid and subsisting.

18. Development Agreement & Development Power of Attorney with Seventh Owner in connection with Ninth Land: The Seventh Owner namely Dipankar Naskar herein being the absolute owner and possessor of the land measuring about, inter alia, 6.5026 decimal, more or less, out of 61 decimal, being a portion of L.R. Dag No. 602, recorded in L.R. Khatian No. 2375, *Mouza* Thakdari, J.L. No. 19, Police Station New Town (previously Rajarhat) within the limits of the Bidhan Nagar Municipal Corporation, Ward No. 27, Additional District Sub-Registrar Rajarhat, in the district of North 24 Parganas, Kolkata 700102, West Bengal (Ninth Land), more fully described in the First Schedule below, entered into a registered Development Agreement with M/s. Sathvik Homes Development dated

19th Day of September, 2022, recorded in Book I, Volume No. 1523-2022, at pages 592530 to 592571, being No. 152315000, for the year 2022, before the ADSR, Rajarhat, North 24 Parganas, in connection with Ninth Land, free from all encumbrances and thereby the Seventh Owner namely Dipankar Naskar herein thereby appointed M/s. Sathvik Homes Development, as true and lawful Attorney by virtue of Development Power of Attorney dated 19th Day of September, 2022, recorded in Book I, Volume No. 1523-2022, at pages 593134 to 593153, being No. 152315022, for the year 2022, before the ADSR, Rajarhat, North 24 Parganas, in connection with Ninth Land, free from all encumbrances, which is still valid and subsisting.

19. Development Agreement & Development Power of Attorney with Eighth Owner in connection with Tenth Land: the Eighth Owner namely Bhaskar Naskar herein being the absolute owner and possessor of the land measuring about, inter alia, 6.4965 decimal, more or less, out of 61 decimal, being a portion of L.R. Dag No. 602, recorded in L.R. Khatian No. 2376, Mouza Thakdari, J.L. No. 19, Police Station New Town (previously Rajarhat) within the limits of the Bidhan Nagar Municipal Corporation, Ward No. 27, Additional District Sub-Registrar Rajarhat, in the district of North 24 Parganas, Kolkata 700102, West Bengal (Tenth Land), more fully described in the First Schedule below, entered into a registered Development Agreement with M/s. Sathvik Homes Development dated 19th Day of September, 2022, recorded in Book I, Volume No. 1523-2022, at pages 592488 to 592529, being No. 152314999, for the year 2022, before the ADSR, Rajarhat, North 24 Parganas, in connection with Tenth Land, free from all encumbrances and thereby the Eighth Owner namely Bhaskar Naskar herein appointed M/s. Sathvik Homes Development, as true and lawful Attorney by virtue of Development Power of Attorney dated 19th Day of September, 2022, recorded in Book I, Volume No. 1523-2022, at pages 593114 to 593133, being No. 152315021, for the year 2022, before the ADSR, Rajarhat, North 24 Parganas, in connection with Tenth Land, free from all encumbrances, which is still valid and subsisting.

20. Development Agreement & Development Power of Attorney with Ninth Owner, Tenth Owner, Eleventh Owner and the Twelfth Owner in connection with Eleventh Land: the Ninth Owner namely Sibani Mondal, Tenth Owner namely Sarbani Mondal, Eleventh Owner namely Anima Mondal and the Twelfth Owner namely Swapan Naskar herein being the absolute owner and possessor of the land measuring about 7.1413 decimal, more or less, out of 61 decimal, being a portion of L.R. Dag No. 602, recorded in L.R. Khatian No. 425, *Mouza* Thakdari, J.L. No. 19, Police Station New Town (previously Rajarhat) within the limits of the Bidhan Nagar Municipal Corporation, Ward No. 27, Additional District Sub-Registrar Rajarhat, in the district of North 24 Parganas, Kolkata 700102, West Bengal (Eleventh Land), more fully described in the First Schedule below, entered into registered Development Agreement with M/s. Sathvik Homes Development dated 21st Day of December, 2022, recorded in Book I, Volume No. 1523-2022, at pages 768911 to 768955, being No. 152320496, for the year 2022, before the ADSR, Rajarhat, North 24 Parganas, and dated 13th Day of May, 2024, recorded in Book I, Volume No. 1902-2024, at pages 302673 to 302714, being No. 190206076, for the year 2024, before the ARA-II, Kolkata, in connection with Eleventh Land, free from all encumbrances and thereby the Ninth Owner, Tenth Owner, Eleventh Owner and the Twelfth Owner herein thereby appointed M/s. Sathvik Homes Development, as true and lawful Attorney by virtue of Development Power of Attorney dated 21st Day of December, 2022, recorded in Book I, Volume No. 1523-2022, at pages 769323 to 769345, being No. 152320512, for the year 2022, before the ADSR, Rajarhat, North 24 Parganas, and dated 13th Day of May, 2024, recorded in Book I, Volume No. 1902-2024, at pages 302612 to 302632, being No. 190206083, for the year 2024, before the ARA-II, Kolkata, in connection with Eleventh Land, free from all encumbrances, which is still valid and subsisting.

SATHVIK HOMES DEVELOPMENT

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PARTNER

21. Absolute Ownership of the Owners: In the abovementioned circumstances, the Owners have acquired jointly right, title and interest in the Said Property, morefully described in the First Schedule below, free from all encumbrances.
22. Conversion Permission: The Owners being absolute owners and possessors of the Said Property free from all encumbrances obtained permission under Section 4C of the West Bengal Land Reforms Act, 1955, to convert the Said Property into Bahutal Abasan. The Photocopies of all Conversion Permission are annexed hereto.
23. Deed of Amalgamation: The Owners herein by virtue of a registered Deed of Amalgamation dated 28th Day of August, 2024, recorded in Book I, Volume No. 1902-2024, pages 568183 to 568219, being No. 190210361, for the year 2024, amalgamated the First Land, Second Land, Third Land, Fourth Land, Fifth Land, Sixth Land, Seventh Land, Eighth Land, Ninth Land, Tenth Land, Eleventh Land, into the Said Property and enjoying the same free from all encumbrances.
24. Mutation before BMC: The Owners herein after amalgamating as aforesaid recorded their name in respect of the Said Property before the BMC and thereby BMC issued a Mutation Certificate being Certificate No. BNMC/24-25/MU/002714/230102, Holding No. BMC/TEM/27/000051, Assessee No. 041591, within the jurisdiction of Ward No. 27, Borough IV, under Bidhan Nagar Municipal Corporation.

**THE SCHEDULE 'B'
ABOVE REFERRED TO
(Said Apartment)**

- (a) ALL THAT Residential Apartment No. _____, on _____
(_____) Floor, having Carpet Area of _____
(_____) Square Feet, more or less, [Super Built-up Area of
_____ (_____) Square Feet, more or less], _____ BHK

SATHVIK HOMES DEVELOPMENT
Subhanshu Gupta
PARTNER

type, **[Apartment]**, constructed on the Said Building in the Said Complex namely **Sattvik Gateway**, lying and situated at the Said Land morefully described in the **Part-1** of Schedule **A** above.

- (b) The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Tower/Building, as be attributable and appurtenant to the Said Apartment **[Land Share]**;
- (c) 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 Schedule E below, as be attributable and appurtenant to the Said Apartment, subject to the terms and conditions of this Agreement.

**THE SCHEDULE 'B-1'
ABOVE REFERRED TO
(Floor Plan)**

PLAN OF THE APARTMENT MARKED AS SCHEDULE 'B-1' IN SEPARATE SHEET

**SCHEDULE 'C'
(Common Areas)**

COMMON AREAS

- (a) Entrance Lobby at the ground level of the Said Building
- (b) Lobbies on all floors and staircase(s) of the Said Building
- (c) Lift machine room(s) and lift well(s) of the Said Building
- (d) Water reservoirs/tanks of the Said Building
- (e) Water supply pipeline in the Said Building (save those inside any Apartment)
- (f) Drainage and sewerage pipeline in the Said Building (save those inside any Apartment)
- (g) Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other common areas of the Said Building

- (h) Electricity meter(s) for common installations and space for their installation
- (i) Intercom Network in the Said Building
- (j) Fire-fighting system in the Said Building
- (k) Lift(s) and allied machineries in the Said Building
- (l) External walls of the Said Building;
- (m) Roof Area
- (n) Stair Room

BASIC FACILITIES:

Said Parking Space, being the right to park ____ (____) medium sized car, in the Covered / Open To Sky / Mechanical car parking space, at the Ground Floor / Ground Level of the Said Building, in the Said Complex;

COMMON AMENITIES

- a) Landscape Garden
- b) Gym/Fitness Studio
- c) Indoor Games
- d) Association Room/Community Hall
- e) Intercom
- f) CCTV
- g) Two Lifts.
- h) Generator
- i) Common Paths, passages, driveways within the entire Project as intended to be provided by the Promoter, excluding however the areas reserved by the Promoter for parking of motor cars and other vehicles for other purposes and/or those allotted and/or provided to specific unit-Allottee/s.
- j) Water Treatment Plant & Water supply system
- k) Drainage and sewerage system
- l) Other areas and installations as be planned by the Promoter/ Developer.

- m) Service Toilets for Housekeeping, Facility Management, Staff etc.
- n) Residential Fire Fighting System as per norms

Schedule 'D'
(SPECIFICATIONS)

Structural Specification:

1. **Foundation:** RCC Foundation resting on casting reinforced concrete, bored piles complying with relevant ISI Code
2. **Structure Framework:** Earthquake Resistant RCC framed structure complying with relevant ISI Code
3. **Common Roof:** RCC roof
4. **Finishing on Wall:**
 - (a) Equivalent over Fly Ash Bricks / AAC Blocks Surface / Red Bricks.
 - (b) Wall Cement Plaster
 - (c) Plaster of Paris/Putty
5. **Ground Floor Lobby:** Dedicated Ground Floor Lobby with Flooring of Vitrified Tiles
6. **Staircase & Typical Floor Lobby:**
 - i. Staircases: Stairs laid with tiles / granites / other stones.
 - ii. Lobby Floor: Vitrified Tiles in Floor
7. **Car Parking:** Opened, Covered Car & Mechanical Parking in Ground Floor with Tiles / Pavers
8. **Lift:** Two Lifts
9. **Common Area:** Adequate LED Illumination in all Lobbies, Staircases & Common Areas

Apartment Specification:

1. **Flooring:** Bedroom / Living / Dining Room – Vitrified Tiles with Skirting;
2. **Water Proofing:** Floors of Kitchen & Bathroom
3. **Kitchen:**
 - i. Granite Platform
 - ii. Flooring – Vitrified Tiles
 - iii. Stainless Steel Sink
 - iv. Tiles up to 2' ft above the Counter / Platform

- v. Electric Points for Refrigerator, Water Filter, Microwave Oven & Chimney.

4. Toilet:

- i. Anti-Skid Ceramic Tiles for Flooring
- ii. Wall Tiles up to door heights
- iii. Sanitary Ware of Jaquar or any other equivalent brand
- iv. CP Fittings of Jaquar or any other equivalent brand
- v. Electrical Points for Geyser & Exhaust Fan
- vi. Plumbing provision for Hot / Cold water line.

5. Balcony: M.S Railing with Exterior Grade Paint Finished.

6. Door:

- i. Door Frame: Made of Treated Wood
- ii. Main & Internal Door: Flush Door, Lock & Handle

7. Windows: Standard Powder Coated Aluminium Section / UPVC Window Shutters with glass glazing

8. Electrical:

- i. Concealed Copper Wiring with Modular Switches
- ii. AC Points in all Bedrooms & living & dining
- iii. Electrical Points in all Bedroom, Living /Dining, Kitchen & Toilets with protective MCB's;
- iv. Door Bell Point at the main entrance door
- v. Intercom Point in all Bedroom & Living /Dining,
- vi. TV points in all Bedroom & Living / Dining
- vii. Provision for Electric Point for Washing Machine in Balcony;

9. Lightning Protection: As per compliance.

SCHEDULE 'E'
(Covenants)

The Allottee covenant with the Promoter (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 Allottee:** The Allottee are acquainted with, fully aware of and are thoroughly satisfied about the title of the Owners, right and entitlement of the Promoter, the sanctioned plans, all the background papers, the right of the Owners and the Promoter to enter into this Agreement, the scheme of development described in this Agreement and the extent of the rights being granted in favour of the Allottee and the negative covenants mentioned in this Agreement and the Allottee hereby accept the same and shall not raise any objection with regard thereto.
2. **Allottee Aware of and Satisfied with Common Areas and Specifications:** The Allottee, upon full satisfaction and with complete knowledge of the Common Areas (described in **Schedule E** above) and Specifications (described in **Schedule D** above) and all other ancillary matters, is entering into this Agreement. The Allottee have examined and are acquainted with the Said Complex and has agreed that the Allottee shall neither have nor shall claim any right over any portion of the Said Building and/or the Said Complex **save and except** the Said Apartment And Appurtenances.
10. **Facility Manager:** The Promoter 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 Allottee 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 Allottee and it shall be deemed that the Facility Manager is rendering the services to the Allottee 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 Allottee of the Said Complex/Whole Project.
11. **Allottee to Mutate and Pay Rates & Taxes:** The Allottee shall (1) pay the Taxes, surcharge, levies, cess etc. (collectively "**Rates & Taxes**") (proportionately for the Said 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 Allottee, on the basis of the bills to be raised by the Promoter/the Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof and (2)

have mutation completed at the earliest. The Allottee further admit and accept that the Allottee shall not claim any deduction or abatement in the bills of the Promoter/the Facility Manager or the Association (upon formation).

12. **Allottee to Pay Common Expenses/Maintenance Charges:**

The Allottee shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Promoter /the Facility Manager/the Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admit and accept that (1) the Allottee 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 /the Facility Manager/the Association (upon formation).

13. **Allottee to Pay Interest for Delay and/or Default:**

The Allottee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Promoter/the Facility Manager/the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Allottee 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/the Facility Manager/the Association (upon formation), as the case may be. The Allottee 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 Allottee and the Allottee shall be disallowed from using the Common Areas Of the Real Estate Project.

14. **Promoter's Charge/Lien:**

The Promoter shall have first charge and/or lien over the Said Apartment And Appurtenances for all amounts due and payable by the Allottee to the Promoter **provided however** if the Said Apartment And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Promoter shall stand extinguished on the financial institution clearing all dues of the Promoter.

15. **No Obstruction by Allottee to Further Construction:**

Subject to compliance with Section 14 of the Act, the Promoter shall be entitled to construct further floors on and above the top roof of the Said Building and/or make other constructions elsewhere on the Said Complex and the Allottee shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Allottee due to and arising out of the said construction/developmental activity. The Allottee also admit and accept that the Promoter and/or employees and/or agents and/or contractors of the Promoter shall be entitled to use and

utilize the Common Areas for movement of building materials and for other purposes and the Allottee shall not raise any objection in any manner whatsoever with regard thereto.

16. **No Rights of or Obstruction by Allottee:** 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 Agreement and the Promoter shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.
17. **Variable Nature of Land Share and Share In Common Areas:** The Allottee 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 Building/Real Estate Project (2) if the area of the Said Building/ Real Estate Project is recomputed by the Promoter, then the Share In Common Areas shall vary accordingly and proportionately and the Allottee shall not question any variation (including diminution) therein (3) the Allottee shall not demand any refund of the Total Price paid by the Allottee 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 Allottee shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter, in its absolute discretion.
18. **Allottee to Participate in Formation of Association and Apex Body:** The Allottee admit and accept that the Allottee and other intending Allottee of apartments in the Said Complex shall form the Association and the Allottee 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/Non-Residential Component for supervision of maintenance of the facilities common for occupants of the Said Complex. The Allottee 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 Allottee 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 Allottee further admit and accept that the Allottee shall ensure and not object to the Association joining the Apex Body. In this regard and notwithstanding anything to the contrary mentioned in this Agreement it is made clear that the Promoter shall at its discretion have the liberty to form the Association after the entirety of the Whole Project is completed and the Allottee shall not raise any objection in any manner whatsoever in connection with the aforesaid discretionary right of the Promoter.

19. **Obligations of Allottee:** The Allottee shall:

(a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Building, the Real Estate Project, the Whole Project and the Said Complex by the Promoter/the Facility Manager/the Association (upon formation).

(b) **Observing Rules:** observe the rules framed from time to time by the Promoter/the Facility Manager/the Association (upon formation) for the beneficial common enjoyment of the Said Building, the Real Estate 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 possession date.

(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 or to the other apartment owners. The main electric meter shall be installed only at the common meter space in the Said Complex. The Allottee 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 Building, the Project Property, and outside walls of the Said Building **save** in the manner indicated by the Promoter/the Facility Manager/the Association (upon formation).

(e) **Residential Use:** use the Said Apartment for residential purpose only. Under no circumstances shall the Allottee use or allow the Said Apartment to be used for commercial, industrial or other non-residential purposes. The Promoter shall also not use or allow the Said Apartment to be used as a religious establishment, hotel, hostel, boarding house, rent on hourly/day basis, 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 Building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Apartment (3) Internal structural elevation, plumbing, electrical, flooring till the handover of possession. In the event the Allottee makes any alterations/changes, the Allottee shall compensate the Promoter /the Association (upon formation) (as the case may be) as estimated by the Promoter /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 Building. The Allottee shall not install any dish-antenna on the balcony and/or windows of the Said Building and/or on any external part of the Said Building and/or the roof thereof. The Allottee shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. The Allottee shall install pipelines and ledge only at such places, as be specified and prescribed by the Promoter. Grills may only be installed by the Allottee on the inner side of the doors and windows of the Said Apartment, as per the design to be given by the Promoter on request. The Allottee shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Promoter, it being clearly understood by the Allottee that no out-door units of split air-conditioners will be installed on the external walls of the Said 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 Allottee shall install the out-door unit of the same either inside the Allottee's 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 Allottee shall also not install any collapsible gate on the main door/entrance of the Said Apartment. The Allottee 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 Building and the Said Complex from that mentioned in this Agreement.

(j) **Trade Mark Restriction:** not to use the name/mark 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 Allottee does so, the Allottee shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of the mark.

(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 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 /Facility Manager /Association:** not obstruct the Promoter /the Facility Manager/the Association (upon formation) in their acts relating to the Common Areas and not obstruct the Promoter in constructing on other portions of the Said Building and/or the Said Complex/Whole Project/Project Property and selling or granting rights to any person on any part of the Said Building/Said Complex/ 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 /the Facility Manager/the Association (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 Building /Said Complex **save** at the place or places provided therefor **provided that** this shall not prevent the Allottee 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 Allottee and/or family members, invitees or servants of the Allottee, the Allottee shall compensate for the same.

(y) **No Hanging Clothes:** not hang or cause to be hung clothes from the balconies of the Said Apartment.

(z) **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 Allottee 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 Allottee shall not raise any objection in any manner whatsoever with regard thereto and further the Allottee hereby confirm that the Allottee shall not violate any terms of the statutory requirements/fire norms.

12.1 Notification Regarding Letting/Transfer: If the Allottee let out or sell the Said Apartment And Appurtenances, the Allottee shall immediately notify the Facility Manager/the Association (upon formation) of the tenant's/ Allottee address and telephone number. Further, prior to any sale and/or transfer of the Said Apartment And Appurtenances by the Allottee to any third party, the Allottee shall obtain a No Objection Certificate (**Maintenance NOC**) from the Facility Manager/the Association (upon formation), which shall only be issued to the Allottee after payment of all outstanding Common Expenses/Maintenance Charges, if any.

12.2 No Objection to Construction: Notwithstanding anything contained in this Agreement, the Allottee have accepted the scheme of the Promoter to construct/develop the Said Complex/Whole Project in phases and to construct on other portions of the Larger Property and hence the Allottee 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 Allottee shall not raise any objection to any inconvenience that may be suffered by the Allottee due to and arising out of the said construction/developmental activity.

12.3 No Right in Other Areas: Save and except as expressly mentioned in this Agreement, the Allottee shall not have any right in the other portions of the Larger Property/the Said Complex and the Allottee shall

not raise any dispute or make any claim with regard to the Promoter either constructing or not constructing on the said other portions of the Larger Property/the Said Complex.

12.4 Roof Rights: A demarcated portion of the top roof of the Said Building shall remain common to all owners of the Said 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 Building shall belong to the Promoter with right of exclusive transfer and the Allottee specifically agree not to do any act which prevents or hinders such transfer. Notwithstanding the demarcation of the top roof of the Said Building as aforesaid, the Promoter shall always have the right of further construction on the entirety of the top roof and the Allottee 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 Building.

12.5 Hoardings: The Promoter shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter 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 shall also be entitled to place, select, decide hoarding/board sites. The hoarding/boards/signage of the Promoter shall never be allowed to be removed by any Allottee/Association (upon formation)/ facility 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 Allottee.

4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use 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, equipment 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 Allottee.
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

SATHVIK HOMES DEVELOPMENT
Subranks Gupta
PARTNER

16.1 **In Witness Whereof** the Parties have executed and delivered this Conveyance on the date mentioned above.

SIGNED, SEALED AND DELIVERED

by the OWNERS in the presence of:

Witnesses

1. **Signature** _____ Rishi Agarwal, Shinay Gupta *alias*
Name- _____ Shinay Shroff, Mohit Agarwal, M/s.
Father's Name- _____ New Town Developers, Dharmadas
Address- _____ Naskar, Timir Kumar Naskar,
Dipankar Naskar, Bhaskar Naskar,
Sibani Mondal, Sarbani Mondal,
Anima Mondal, Swapan Kumar
Naskar

All are represented by their
Constituted Attorney M/s. Sathvik
Homes Development, whose
authorized signatory namely
_____]

[Signature of Owners]

2. **Signature** _____
Name- _____
Father's Name- _____
Address- _____

[M/s. Sathvik Homes Development
represented by its authorised
representative _____] namely

[Signature of Promoter]

[Signature of Allottee No. 1]

[Signature of Allottee No. 2]

Drafted By

SATHVIK HOMES DEVELOPMENT

Subranshu Gupta

PARTNER

MEMO OF CONSIDERATION

Received the Total Price from the within named Allottees/Buyers the within mentioned sum for the Apartment is **Rs. _____/-** (Rupees _____ Only), for Extra Charges is **Rs. _____/-** (Rupees _____ Only) and for GST on all is **Rs. _____/-** (Rupees _____ Only) and thus totaling to **Rs. _____/-** (**Rupees _____ Only**) for the Said Apartment and Appurtenances towards full and final payment of the Consideration for the Said Apartment described in the **Schedule B** above, in the following manner:

DATE	CHEQUE NO.	BANK	AMOUNT
	TOTAL		

Witnesses

1. **Signature** _____
Name- _____
Father's Name- _____
Address- _____

2. **Signature** _____
Name- _____
Father's Name- _____
Address- _____

[M/s. Sathvik Homes Development,
represented by its authorised
representative namely

[Signature of Promoter]

SATHVIK HOMES DEVELOPMENT

Subraashu Gupta

PARTNER