

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2025

**BY AND BETWEEN**

**NAVINSOHAM DTC PROJECT LLP** (having PAN: AAXFN1668A and LLPIN- ACJ-4083), a Limited Liability Partnership incorporated under provisions the Limited Liability Partnership Act, 2008 having its Registered Office at Diamond Heritage, 16 Strand Road, 14<sup>th</sup> Floor, Unit No. 1411, P.O. GPO Kolkata, P.S. Hare Street Kolkata – 700001, represented by its one of the Designated Partner Mr. Navin Kumar Bhartia (PAN: ADTPB8802D ) (Aadhaar No. 3927 0495 1009) son of Late Satyanarain Bhartia, working for gain at Diamond Heritage, 16, Strand Road, 14<sup>th</sup> Floor, Unit No. 1411, P.O. GPO Kolkata, P.S. Hare Street Kolkata – 700001, authorized vide board resolution dated \_\_\_\_\_ (hereinafter referred to as "the **PROMOTER**", which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors or successors and/or assigns) of the **FIRST PART**

**AND**

**(1) AJANYA PLAZA PRIVATE LIMITED** (CIN: U70109WB2012PTC173787, PAN: AAKCA2531R), a Company incorporated under the Companies Act, 1956 having its registered office at 52/1, Shakespeare Sarani, Kolkata - 700017; **(2) AJANYA PROPERTIES PRIVATE LIMITED** (CIN: U70100WB2012PTC173611, PAN: AAKCA2270R), a Company incorporated under the Companies Act, 1956 having its registered office at 52/1, Shakespeare Sarani, Kolkata - 700017; **(3) SUSHOBHAN PLAZA PRIVATE LIMITED** (CIN: U70109WB2012PTC173510, PAN: AAQCS9729P), a Company incorporated under the Companies Act, 1956 having its registered office at 52/1, Shakespeare Sarani, Kolkata - 700017; **(4) SUSHOBHAN BUILDERS PRIVATE LIMITED** (CIN: U70109WB2012PTC173607, PAN: AAQCS9730G), a Company incorporated under the Companies Act, 1956 having its registered office at 52/1, Shakespeare Sarani, Kolkata - 700017; **(5) SUSHOBHAN PROPERTIES PRIVATE LIMITED** (CIN: U70109WB2012PTC173533, PAN: AAQCS9725B), a Company incorporated under the Companies Act, 1956 having its registered office at 52/1, Shakespeare Sarani, Kolkata - 700017; **(6) SUSHOBHAN CONSTRUCTION PRIVATE LIMITED** (CIN: U70109WB2012PTC173772, PAN: AARCS0080J), a Company incorporated under the Companies Act, 1956 having its registered office at 52/1, Shakespeare Sarani, Kolkata - 700017; **(7) DADIMATA MARKETING PRIVATE LIMITED** (CIN: U51909WB2012PTC182690, PAN: AAECD2937L), a Company incorporated under the Companies Act, 1956 having its registered office at 14, Netaji Subhas Road, Kolkata – 700001; **(8) BAGLAMUKHI REALTORS PRIVATE LIMITED** (CIN: U45400WB2013PTC194197, PAN: AAFCB5174Q), a Company incorporated under the Companies Act, 1956 having its registered office at Abhilasha, Flat 3D, 66, Amalangshu Sen Road, 3rd Floor, Kolkata - 700048; **(9) APNAPAN REALESTATE PRIVATE LIMITED** (CIN: U45400WB2013PTC195164, PAN: AALCA8473F), a Company incorporated under the Companies Act, 1956 having its registered office at Abhilasha, Flat 3D, 66, Amalangshu Sen Road, 3rd Floor, Kolkata – 700048; **(10) SKYDOME**





**HOUSING PRIVATE LIMITED** (CIN: U52100WB2013PTC194263, PAN: AAUCS5606D), a Company incorporated under the Companies Act, 1956 having its registered office at Abhilasha, Flat 3D, 66, Amalangshu Sen Road, 3rd Floor, Kolkata - 700048; **(11) BHUJADHARI APARTMENT PRIVATE LIMITED** (CIN: U45400WB2013PTC195167, PAN: AAFCB5841A), a Company incorporated under the Companies Act, 1956 having its registered office at Abhilasha, Flat 3D, 66, Amalangshu Sen Road, 3rd Floor, Kolkata - 700048; **(12) ASTDURGA PROMOTERS PRIVATE LIMITED** (CIN: U45400WB2013PTC195165, PAN: AALCA8474C), a Company incorporated under the Companies Act, 1956 having its registered office at Abhilasha, Flat 3D, 66, Amalangshu Sen Road, 3rd Floor, Kolkata - 700048; **(13) BHAVSAKTI REALESTATE PRIVATE LIMITED** (CIN: U45400WB2013PTC194196, PAN: AAFCB5176N), a Company incorporated under the Companies Act, 1956 having its registered office at Abhilasha, Flat 3D, 66, Amalangshu Sen Road, 3rd Floor, Kolkata - 700048; **(14) KEJRIWAL PROPERTIES PRIVATE LIMITED** (CIN: U70102WB2014PTC202160, PAN: AAFCK5424N), a Company incorporated under the Companies Act, 2013 having its registered office at Abhilasha, Flat 3D, 66, Amalangshu Sen Road, 3rd Floor, Kolkata - 700048; **(15) PALMVIEW PROMOTERS PRIVATE LIMITED** (CIN: U52100WB2013PTC194254, PAN: AAHCP6886B), a Company incorporated under the Companies Act, 1956 having its registered office at Abhilasha, Flat 3D, 66, Amalangshu Sen Road, 3rd Floor, Kolkata - 700048; **(16) HILLSIDE ACRES PRIVATE LIMITED** (CIN: U52100WB2013PTC194253, PAN: AADCH4071L), a Company incorporated under the Companies Act, 1956 having its registered office at Abhilasha, Flat 3D, 66, Amalangshu Sen Road, 3rd Floor, Kolkata - 700048; and **(17) KEJRIWAL REAL ESTATE PRIVATE LIMITED** (CIN: U70102WB2014PTC202366, PAN: AAFCK5559C), a Company incorporated under the Companies Act, 2013 having its registered office at Abhilasha, Flat 3D, 66, Amalangshu Sen Road, 3rd Floor, Kolkata - 700048 **(18) INTENT PROPERTIES PRIVATE LIMITED** (CIN: U70102WB2012PTC186164, PAN: AADCIO447F), a Company incorporated under the Companies Act, 1956 having its registered office at 27, Brabourne Road, Narayani Building, 1st Floor, Room No. 101, Kolkata-700001, **(19) CHIRANTAN DEVCON PRIVATE LIMITED** (CIN: U70102WB2012PTC186181, PAN: AAEC9938N), a Company incorporated under the Companies Act, 1956 having its registered office at 84A, Chitta Ranjan Avenue, 1st Floor, Suite No. 2, Kolkata-700012, **(20) PRATYAKSHA VILLA PRIVATE LIMITED** (CIN: U45400WB2012PTC187218, PAN: AAGCP9577J), a Company incorporated under the Companies Act, 1956 having its registered office at 16, Strand Road, Diamond Heritage, 3rd Floor, Unit No. 301D, Customs House, Kolkata-700001, **(21) ALEKSI INFRAPROJECTS PRIVATE LIMITED** (CIN: U70102WB2012PTC186165, PAN: AAKCA9698M), a Company incorporated under the Companies Act, 1956 having its registered office at Narayani Building, Room No-101, 27, Braboume Road, 1<sup>st</sup> Floor, Kolkata-700001, **(22) VACHI NIRMAAN PRIVATE LIMITED**, (CIN: U45400WB2012PTC187217, PAN: AAECV2814J), a Company incorporated under the Companies Act, 1956 having its registered office at 16, Strand Road, Diamond Heritage, 3rd Floor, Unit No. 301D, Customs House, Kolkata, West Bengal, India, 700001, **(23) LENIENT BARTER PRIVATE LIMITED**, (CIN: U74900WB2014PTC200262, PAN: AACCL6510D), a Company incorporated under the Companies Act,





1956 having its registered office at 16, Strand Road, Diamond Heritage, 3rd Floor, Unit No. 301D, Customs House, Kolkata-700001; **(24) SQUASH ENCLAVE PRIVATE LIMITED**, (CIN:U45400WB2014PTC199963,PAN:AAUCS3336G), a Company incorporated under the Companies Act, 1956 having its registered office at 16, Strand Road, Diamond Heritage, 3rd Floor, Unit No. 301D, Customs House, Kolkata, West Bengal, India, 700001, **(25) HELOT HIRISE PRIVATE LIMITED**, (CIN:U45400WB2014PTC200258 ,PAN: AADCH4063Q), a Company incorporated under the Companies Act, 1956 having its registered office at 16, Strand Road, Diamond Heritage, 3rd Floor, Unit No. 301D, Customs House, Kolkata-700001, **(26) FERVENT BUILDCON PRIVATE LIMITED** (CIN: U74900WB2014PTC200260, PAN: AACCF3630J), a Company incorporated under the Companies Act, 1956 having its registered office at 16, Strand Road, Diamond Heritage, 3rd Floor, Unit No. 301D, Customs House, Kolkata-700001, **(27) SHIRLEY VENTURES PRIVATE LIMITED** (CIN: U45400WB2014PTC199804, PAN: AAUCS8397K), a Company incorporated under the Companies Act, 1956 having its registered office at 16, Strand Road, Diamond Heritage, 3rd Floor, Unit No. 301D, Customs House, Kolkata-700001, **(28) DUMPLING HEIGHTS PRIVATE LIMITED** (CIN: U45400WB2014PTC200220, PAN: AAFCD0329R), a Company incorporated under the Companies Act, 1956 having its registered office at 16, Strand Road, Diamond Heritage, 3rd Floor, Unit No. 301D, Customs House, Kolkata-700001, **(29) LIMEJUICE ENCLAVE PRIVATE LIMITED** (CIN: U45400WB2014PTC199961, PAN: AACCL6806G), a Company incorporated under the Companies Act, 1956 having its registered office at 16, Strand Road, Diamond Heritage, 3rd Floor, Unit No. 301D, Kolkata-700001, **(30) DARPAD DEALERS PRIVATE LIMITED**, (CIN: U51909WB2012PTC182790, PAN: AAECD2940D), a Company incorporated under the Companies Act, 1956 having its registered office at 14 Netaji Subhas Road First Floor, Kolkata, West Bengal, India, 700001, **(31) MAHATRU TRADING COMPANY PRIVATE LIMITED**, (CIN: U51909WB2012PTC185544, PAN: AAICM1472F), a Company incorporated under the Companies Act, 1956 having its registered office at 14 Netaji Subhas Road First Floor, Kolkata, West Bengal, India, 700001, **(32) BADIBERI DADIMATA MERCANTILE PRIVATE LIMITED**, (CIN: U51909WB2012PTC182852, PAN: AAFCB0564Q), a Company incorporated under the Companies Act, 1956 having its registered office at 14 Netaji Subhas Road First Floor, Kolkata, West Bengal, India, 700001, **(33) GURUTAMA PROPERTIES PRIVATE LIMITED**, (CIN: U70109WB2018PTC225905,PAN: AAHCG3004G), a Company incorporated under the Companies Act, 1956 having its registered office at 16, Strand Road, Diamond Heritage, 3rd Floor, Unit No. 301D, Customs House, Kolkata-700001. **(34) MOONLIGHT PROJEC'S PRIVATE LIMITED**, (CIN: U45400WB2006PTC107537, PAN: AAECM6707B ), a Company incorporated under the Companies Act, 1956 having its registered office at 16, Strand Road, Diamond Heritage, 3rd Floor, Unit No. 301D, Kolkata-700001. **(35) ANANT VINCOM PRIVATE LIMITED**, (CIN: U51109WB2007PTC117500, PAN: AAGCA7808M), a Company incorporated under the Companies Act, 1956 having its registered office at 16, Strand Road, Diamond Heritage, 3rd Floor, Unit No. 301D, Kolkata-700001. **(36) GOODLUCK INFRADEVELOPERS PRIVATE LIMITED**, (CIN: U72100WB2010PTC147305, PAN: AADCG8092Q), a Company incorporated under the Companies Act,





1956 having its registered office at 16, Strand Road, Diamond Heritage, 3rd Floor, Unit No. 301D, Kolkata-700001. **(37) ROXY CONSTRUCTIONS PRIVATE LIMITED**, (CIN: U70102WB2014PTC202115, PAN: AAGCR9294L), a Company incorporated under the Companies Act, 1956 having its registered office at Diamond Heritage, Room No.301D, 3rd Floor, 16 Strand Road, Kolkata G.P.O., Kolkata, West Bengal, India, 700001, **(38) LAXMI ANGAAN PRIVATE LIMITED**, (CIN: U45400WB2006PTC107533, PAN: AABCL1913D), a Company incorporated under the Companies Act, 1956 having its registered office at 16, Strand Road, Diamond Heritage, 3rd Floor, Unit No. 301D, Kolkata-700001 all represented by their constituted attorney \_\_\_\_\_ pursuant to power of attorney dated \_\_\_\_\_ registered with the \_\_\_\_\_ (all hereinafter collectively referred to as "the **Owners/Vendors**", which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successors or successors-in-interest and/or assigns) of the **SECOND PART**

#### AND

**(1)** [If the Allottee is a company]

[ ] (CIN no.)(PAN) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its registered office at [ ], represented by its authorized signatory Mr. [ ], (PAN[ ], (Aadhaar No. [ ], son of[ ], residing at[ ], duly authorized vide board resolution[ ] hereinafter referred to as the "Allottee/Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) of the THIRDPART.

[If the Allottee is a Partnership]

[ ], a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at[ ], (PAN[ ], represented by its authorized partner [ ], (Aadhaar No[ ], son of [ ], residing at [ ], duly authorized vide [ ] hereinafter referred to as the "Allottee/Purchaser" (which expression shall unless repugnant to the context or meaning thereof he deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their permitted assigns) of the THIRDPART.

[OR]

[If the Allottee is an Individual]

Mr./Ms. [ ] (Aadhaar No[ ], PAN No[ ] son/ daughter of [ ], aged about[ ] years, residing at[ ], hereinafter called the "Allottee/Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees) of the THIRD PART.



[OR]

[If the Allottee is a HUF]

Mr. [ ] (Aadhaar No[ ]) aged about[ ], son of[ ], residing at[ ], for self and as the Karta of the Hindu Joint Mitakshara Family known as \*•+HUF, having its place of business / residence at[ ] (PAN: [ ]) hereinafter referred to as the "Allottee/Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said[ ] HUF, and their respective heirs, executors, representatives, successor-in-interest, administrators and permitted assignees) of the THIRDPART.

### **SECTION-I**

I. **Definitions**—In this Deed, the following terms shall have the meanings assigned to them herein below, unless the context otherwise requires :

- (a) **"Act"** means the Real Estate (Regulation and Development) Act, 2016 or any other act or law as may be applicable to the Project and wherever the context so permits include the rules and regulations framed thereunder and notifications passed in connection therewith;
- (b) **"Allotted Apartment"** shall mean the Flat, Exclusive Balcony/Verandah, if any and facility to park at the Parking Space(s), if any for parking of motor car/two wheeler, all morefully and particularly mentioned and described in the **Second Schedule** hereunder written;
- (c) **"Allottee" or "Purchaser"** shall mean one or more Allottees/Purchasers named above and include:
  - (i) in case of an individual/individuals, his/her/their respective heirs, executors, administrators, legal representatives and/or permitted assigns;
  - (ii) in case of a Hindu undivided family, its members for the time being, their respective heirs, executors, administrators, legal representatives and/or permitted assigns;
  - (iii) in case of a partnership firm, its partners for the time being, their respective





successors and/or heirs, executors, administrators, legal representatives as the case may be and/or permitted assigns;

- (iv) in case of a company or limited liability partnership, its successor or successors-in-interest and/or permitted assigns;
- (v) in cases not falling within any of the above categories, the constituent of the Allottee as its nature and character permits and shall include its/their respective successors and/or permitted assigns;
- (d) **"Applicable Interest Rates"** shall mean the rate of interest prescribed under the Act or the Rules framed thereunder from time to time;
- (e) **"Approvals"** shall mean and include all licenses, permits, approvals, sanctions, consents obtained or to be obtained and/or granted by the competent authorities in connection with the said Project;
- (f) **"Architect"** shall mean Architect, as appointed by the Promoter for the project;
- (g) **"Association"** shall mean an association or society or company or like body of the Apartments Acquirers to be formed by the Promoter as per the Act for the Common Purposes;
- (h) **"Buildings"** shall mean buildings constructed by the Promoter at the Project Land in accordance with the Building Plans and to comprise of various self-contained Apartments, Verandah/Balcony, and other constructed spaces and shall include the Parking Spaces and shall also include additional apartments, additional parking spaces and other structures as be sanctioned by the concerned authority and erected by the Promoter at the said Project Land;
- (i) **"Building Plan"** shall mean the plans sanctioned by the concerned authorities for construction of new buildings at the Project Land from time to time and include the plan vide Building Permit No. SWS-OBPAS/2109/2025/0843 dated 03.09.2025, all sanctioned by Bidhannagar Municipal Corporation for construction of the Buildings at a portion of the Project Land and shall include any revised/modified building plan including for construction of additional apartments and additional parking spaces as detailed hereinafter and all sanctionable modifications thereof and/or alterations thereto as may be necessary and/or required by the Promoter from time to time as per



the recommendation of the Architects subject to compliance of the Act;

- (j) **"Carpet Area"** shall mean the net usable floor area of the Flat including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/verandah;
- (k) **"Common Areas"** shall mean collectively the areas, facilities and amenities as specified in the **Third Schedule** hereunder written for the beneficial use and enjoyment of the respective apartments and other constructed areas in the Project by the Allottee and the Other Allottees;
- (l) **"Common Expenses"** shall mean and include all expenses for the Common Purposes briefly described and without limitation in the **Fourth Schedule** hereunder written and proportionate share whereof to be borne, paid and contributed by the Allottee;
- (m) **"Common House Rules"** shall mean the rules and regulations to be observed fulfilled and performed by the Other Allottees for payment of Taxes and Outgoings by them as mentioned in **Part-I** of the **Sixth Schedule** hereunder written and for the common, peaceful, effective, harmonious and beneficial use and enjoyment of the Project by them as mentioned in **Part-II** of the **Sixth Schedule** hereunder written;
- (n) **"Common Purposes"** shall mean and include (a) providing and maintaining essential services for the benefit of the Other Allottees; (b) collection and disbursement of the Common Area Maintenance Charges and other Common Expenses and (c) dealing with matters of common interest of the Other Allottees and their mutual rights and obligations;
- (o) **"Development Agreement"** shall mean the Development Agreement dated \_\_\_\_\_ registered with the \_\_\_\_\_, in Book No. I, Volume No. \_\_\_\_\_, Pages from \_\_\_\_\_ to \_\_\_\_\_, Being No. \_\_\_\_\_ for the year \_\_\_\_\_ as modified and/or supplemented from time to time in writing between the Owners and the Promoter.
- (p) **"Force Majeure"** shall have the meaning meant to in the said Act;
- (q) **"Maintenance In-charge"** shall, until formation of the Association, mean the Promoter and/or its appointed one or more facility management agencies or nominees to look after the maintenance and administration of the Project and other Common





Purposes and upon its formation mean the Association;

- (r) **"Other Allottees"** or **"Apartment Acquirers"** shall mean persons who acquire apartments or other constructed spaces with or without Parking Spaces in the Project (including the Allottee);
- (s) **"Project"** shall mean the Project Land with the Buildings thereon and include the Common Areas thereof to be commonly known as **"PRAVYA"** or such other name as the Promoter in its absolute discretion may deem fit and proper AND wherever the context so intends or permits shall mean the concerned phase of the Project, as the case may be;
- (t) **"Parking Spaces"** shall mean and include designated areas at the basement level, ground level, etc. in and around the buildings at the Project Land for parking of motor cars/four- wheelers/two-wheelers and also mechanical multi-level car parking spaces as expressed or intended by the Promoter in its absolute discretion and may also include further parking spaces as be sanctioned by the concerned authorities;
- (u) **"Proportionate"** or **"Proportionately"** or **"pro-rata"** shall have the same meaning as detailed in clause 27 hereinafter;
- (v) **"Rules"** means the rules made under the said Act as amended and/or substituted from time to time;
- (w) **"Regulations"** means the regulations made under the said Act as amended and/or substituted from time to time;
- (x) **"Singular"** number shall mean and include the "Plural" number and vice-versa.
- (y) **"Project Land"** shall for the time being mean **ALL THOSE** the pieces and parcels of contiguous land containing an aggregate area of 220 Cottahs more or less situate lying at and comprised in Mouza Gopalpur, J.L. No 02, Police Station Airport (formerly Rajarhat), in the District of North 24-Parganas morefully described in the **First Schedule** hereunder written and wherever the context so intends or permits shall include the Additional Project Land defined in the Recitals below.
- (z) The term or expression **'Party'** according to the context refers to the Promoter, Owners or the Allottee and the term or expression **'Parties'** refers to the Promoter, the Owners





and the Allottee collectively.

(aa) Reference to a **gender** includes a reference to all other genders.

II. In this Deed, in addition to the words defined in clause 1 of this **Section-I**, the words put in brackets and in bold print define the word, phrase and expression hereinafter.

## SECTION-II

### WHEREAS:

A. The Owners hereto are the owners as well as vendor/s of the Project Land, being **ALL THOSE** the pieces and parcels of contiguous land containing an aggregate area of 220 Cottahs more or less situate lying at and comprised in Mouza Gopalpur, JL. No. 02, Police Station Airport (formerly Rajarhat), in the District of North 24-Parganas morefully described in the **First Schedule** hereunder written, in the following manner mentioned in the table below , and the facts about Devolution of Title to the Project Land in favour of the Owners are mentioned in the **Fifth Schedule** hereunder written:

Sl No	LR Khatian No.	Name of Recorded Owner	RS & LR Dag No.	Total Area Of Dag (Dec)	Area Purchased (Dec)
1	8506	Intent Properties (P) Ltd.	3511	19	9
2	8491	Chirantan Devcon (P) Ltd.	3509	55	7.12
3	11814	Pratyaksha Villa Pvt. Ltd.	3529	25	5
4	11815	Aleksi Infraprojects (P) Ltd.	3511	19	7.125
5	11815	Aleksi Infraprojects (P) Ltd.	3529	25	2.875
6	11814	Pratyaksha Villa (P) Ltd.	3529	25	1



7	12085	Vachi Nirmaan Pvt. Ltd.	3528	28	1.87
8	12082	Lenient Barter Pvt. Ltd.	3526	48	8.67
9	12083	Squash Enclave Pvt. Ltd.	3526	48	8.67
10	12084	Helot Hirise (P) Ltd.	3526	48	8.66
11	11909	Fervent Buildcon Pvt. Ltd.	3527	113	10
12	12017	Shirley Ventures Pvt. Ltd.	3581	20	10
13	11907	Dumpling Heights Pvt. Ltd.	3588	13	7.31
14	12019	Limejuice Enclave Pvt. Ltd.	3520	20	6.43
15	12019	Limejuice Enclave Pvt. Ltd.	3521	20	1
16	8507	Darpad Dealers (P) Ltd.	3529	25	1
17	8507	Darpad Dealers (P) Ltd.	3530	80	10
18	8508	Dadimata Marketing (P) Ltd.	3529	25	12
19	8502	Mahatru Trading Company (P) Ltd.	3530	80	12
20	8501	Badiberi Dadimata Mercantile (P) Ltd.	3530	80	12
21	12043	Amal Agarwala	3526	48	2.5968
22	11910	Dadimata Dealers Pvt. Ltd.	3522	29	10
23	11908	Ashish Barter Pvt. Ltd.	3527	113	10





24	11911	Aadarsh InfraDevelopers Pvt. Ltd.	3522	29	10
25	12018	Roxy Constructions Pvt. Ltd.	3582	34	10
26	12016	Awesome Developers Pvt. Ltd.	3582	34	10
27	8494	Ajanya Plaza (P) Ltd.	3509	55	12
28	8498	Ajanya Properties (P) Ltd.	3508	62	12
29	8493	Sushobhan Plaza (P) Ltd.	3509	55	12
30	8490	Sushobhan Builders (P) Ltd.	3509	55	12
31	8509	Sushobhan Properties (P) Ltd.	3530	80	12
32	8492	Sushobhan Construction (P) Ltd.	3509	55	12
33	12034	Baglamukhi Realtors Pvt. Ltd.	3526	48	10
34	12032	Apnapan Realestate Pvt. Ltd.	3526	48	10
35	12046	Skydome Housing Pvt. Ltd.	3522	29	9
36	12053	Bhujadhari Appartment Pvt. Ltd.	3527	113	10
37	12051	Astdurga Promoters Pvt. Ltd.	3527	113	10



38	12052	Bhavsakti Realestate Pvt. Ltd.	3527	113	10
39	12033	Kejriwal Properties Pvt. Ltd.	3582	34	10
40	12050	Palmview Promoters Pvt. Ltd.	3521	20	10
41	12049	Hillside Acres Pvt. Ltd.	3520	20	10
42	12031	Kejriwal Real Estate Pvt. Ltd.	3582	34	4
43	12031	Kejriwal Real Estate Pvt. Ltd.	3581	20	5
				Decimal	364.327

- B. The Owners as well as vendor/s and the Promoter have entered into the above-referred Development Agreement for the purpose of development of a real estate project over the land contained in the Project Land belonging to the Owners, and the Owners have granted the Promoter the sole and exclusive right and authority to develop the Buildings at the Project Land and to market, commercially exploit and sell the Saleable Areas thereat for mutual benefit and for the consideration and on the terms and conditions therein contained.
- C. The Owners have granted in favour of the Promoter Power of Attorney dated \_\_\_\_\_ registered with the \_\_\_\_\_, in Book \_\_\_\_, Volume No. \_\_\_\_\_, Pages from \_\_\_\_\_ to \_\_\_\_\_, Being No. \_\_\_\_\_ for the year \_\_\_\_\_ to do several acts deeds matter and things concerning the development of the Project and sale or otherwise transfer of the saleable areas of the Project, including Apartments, Balcony/Verandah, Parking Spaces, other constructed areas therein as morefully stipulated therein.
- D. The Building Plan for construction of the Project at the Project Land was sanctioned by the Bidhannagar Municipal Corporation.
- E. In terms of the Development Agreement, the Owners and the Promoter were fully competent to enter into Agreements with Apartment Acquirers and all the legal formalities with respect to the right title and interest of the Owners to the land contained in the Project Land on which





Project was under construction have been completed.

- F. The Promoter took out the final layout plan, sanctioned plan, permissions, and approval for the Project and the Promoter agrees and undertakes that it shall not make any changes to the approved plans except in strict compliance with Section 14 of the Act and other laws as applicable thereto.
- G. The Promoter has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at Kolkata on \_\_\_\_\_ vide registration No: RERA/P/KOL/2025/\_\_\_\_\_ and the same have been uploaded by the Authorities under the Real Estate (Regulation and Development) Act, 2016 on their website.
- H. By an Agreement for Sale dated \_\_\_\_\_ (**Sale Agreement**), the Promoter and the Vendors (owners) have agreed to sell and the Purchaser has agreed to Purchase from them Apartment No. \_\_\_\_\_ having carpet area of \_\_\_\_\_ Square feet more or less on the \_\_\_\_\_ Floor, Exclusive Balcony/Verandah having carpet area of \_\_\_\_\_ Square feet more or less aggregating to Net Carpet Area of \_\_\_\_\_ Square feet in the Building along with \_\_\_\_\_ Covered Car Parking Space measuring about 12.5 sq. mtrs each for parking of motor car(s) in the Buildings at the Project Land, all morefully and particularly mentioned and described in the **Second Schedule** hereunder written and of pro rata share in the Common Areas in the Project at and for the consideration and on the terms and conditions therein contained. The said Sale Agreement has been registered with the \_\_\_\_\_, \_\_\_\_\_ in Book I, Volume No. \_\_\_\_\_ - \_\_\_\_\_ Pages from \_\_\_\_\_ to \_\_\_\_\_ Being No. \_\_\_\_\_ for the year \_\_\_\_\_.
- I. Upon completion of construction of the Project, the concerned authority has issued the completion/occupancy certificate for the said Project vide Certificate No. \_\_\_\_\_ dated \_\_\_\_\_.
- J. Upon completion of the Project the maintenance of Building has commenced from one month after taking possession. (hereinafter referred to as the "**Maintenance Commencement Date**") and the amounts paid by the Allottee towards the maintenance deposit shall be appropriated on pro-rata basis from the Maintenance Commencement Date.
- K. The construction of the Project is completed in all respect and with all specifications, as agreed by the Promoter. The Purchaser has measured/verified the Carpet Area of the Apartment and has also inspected the location of the Parking Space allocated to him and only after fully



satisfying himself with regard thereto the Purchaser has taken the peaceful vacant physical possession of the Allotted Apartment on \_\_\_\_\_ (**Date of Possession**). At or before the execution hereof, the Purchaser has fully satisfied himself with regard to the specifications, workmanship, materials used in construction, quality of fixtures and fittings installed, amenities and facilities provided in the Allotted Apartment and the Common Areas.

- L. The Promoter has duly complied with its obligations contained in the Sale Agreement and is not in default of its obligations therein, which the Purchaser doth hereby confirm, and similarly the Promoter hereby confirms that the Purchaser has made full payment of the agreed consideration and other amounts in terms of the Sale Agreement to the Promoter.
- M. As per Section 17 of the said Act of 2016, the Promoter and the Vendors are required to execute a registered conveyance deed in respect of the Allotted Apartment in favour of the Purchaser and insofar as the undivided proportionate title in the Common Areas (including the land comprised in the Project Land) the Promoter and the Vendors would execute a registered Deed of Conveyance in favour of the Association and hand over the Common Areas to the Association.
- N. The Parties have gone through all the terms and conditions set out in this Deed and understood the mutual rights and obligations detailed herein.

### **Section-III**

**NOW THIS INDENTURE WITNESSETH** that in the premises aforesaid and in pursuance of the said agreement and in consideration of the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) by the Purchaser to the Promoter paid at or before the execution hereof (the receipt whereof the Promoter do hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof the Promoter and the Vendors do hereby acquit release and forever discharge the Purchaser and the Allotted Apartment and its appurtenances) the Promoter and the Vendors do hereby sell and transfer unto and to the Purchaser their respective entitlements in **ALL THAT** the Allotted Apartment being the Apartment No. \_\_\_\_\_ having carpet area of \_\_\_\_\_ Square feet more or less on the \_\_\_\_\_ Floor, Exclusive Balcony/Verandah having carpet area of \_\_\_\_\_ Square feet more or less aggregating to Net Carpet Area of \_\_\_\_\_ Square feet in the Building along with \_\_\_\_\_ Covered Car Parking Space for parking of motor car no \_\_\_\_\_(s) at the Project Land, built up area of the \_\_\_\_\_ Square feet and super built up area \_\_\_\_\_ Square feet, morefully and particularly mentioned and described in the **Second Schedule** hereto **TOGETHER WITH** right to use the Common Areas, morefully and particularly





described in the Third Schedule, in common with the other co-owners/occupiers and the persons permitted by them **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the Allotted Apartment **AND** all the estate right title interest property claim and demand whatsoever of the Promoter and the Vendors into or upon the Allotted Apartment **TO HAVE AND TO HOLD** the Allotted Apartment unto and to the use of the Purchaser absolutely and forever **TOGETHER WITH AND/OR SUBJECT TO** the easements quasi-easements and other stipulations and provisions in favour of the Purchaser and the Promoter/Vendors as are set out in the **Seventh Schedule** hereto **AND SUBJECT TO** the covenants, terms and conditions as contained in Clause V and VI and their sub-clauses and in the Schedules hereto and on the part of the Purchaser to be observed, fulfilled and performed.

**IV. THE PROMOTER AND THE VENDORS DO HEREBY COVENANT WITH THE PURCHASER** as follows:

- (a) That the interest which they do hereby profess to transfer subsists and that they have good right full power and absolute authority to grant, sell, convey transfer, assign and assure unto and to the use of the Purchaser, the Allotted Apartment in the manner aforesaid.
- (b) That it shall be lawful for the Purchaser, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the other provisions hereof, to hold use and enjoy the Allotted Apartment and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by them or any person or persons claiming through under or in trust for them or any of them **AND** freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever created or made by them save only those as are expressly mentioned herein.
- (c) That they shall from time to time and at all times hereafter upon every reasonable request and at all the costs of the Purchaser make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the Allotted Apartment hereby sold and transferred unto and to the Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser.

**V. THE PURCHASER DOTH HEREBY COVENANT WITH THE PROMOTER AND THE VENDORS** as follows:

- 1. The Purchaser so as to bind himself to the Promoter and the Vendors and the other Apartment Acquirers of the Project and so that this covenant shall be for the benefit of the Project at the



Project Land and other apartments therein hereby covenants with the Promoter and the Vendors and with all the other Apartment Acquirers that the Purchaser and all other persons deriving title under him will at all times hereafter observe the terms conditions covenants restrictions set-forth herein including in the Schedules hereto.

2. **TAXES AND OUTGOINGS:** The Purchaser binds himself and covenants to bear and pay and discharge the following expenses and outgoings: -

- (a) Proportionate share of all Common Expenses (including those mentioned in **Fourth Schedule** hereinabove written) to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser shall pay to the Maintenance In-charge, maintenance charges calculated @ Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only per Square foot per month of the area expressly agreed between the Promoter and the Purchaser to have been taken into account and to be charged for the purpose of payment of the proportionate Common Expenses and Maintenance charges in respect of the Allotted Apartment, being \_\_\_\_\_ square feet (hereinafter referred to as "the **Common Area Maintenance Charges**" or "CAM Charges"). It is expressly agreed and clarified that the said minimum rate shall be subject to revision at the time of delivery of possession of Allotted Apartment to the Purchaser and from time to time thereafter as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the expenses incurred for providing and maintaining essential common services to the Apartment Acquirers. The advance maintenance charges paid by the Purchaser shall be adjusted/appropriated with the maintenance charges of the Allotted Apartment as may be determined by the Maintenance In-charge on and from the Maintenance Commencement Date.

It is clarified that such minimum rate of maintenance charge does not include carrying out of any major repair, replacement, renovation or like of the Common Areas or the Common Installations (including painting of the exterior of the Building) and the same shall be borne proportionately by the Purchaser separately and paid to the Maintenance In-charge.

- (b) Property tax, municipal rates and taxes and water tax, if any, assessed on or in respect of the Allotted Apartment directly to the concerned authority Provided That so long as the Allotted Apartment is not assessed separately for the purpose of such rates and taxes, the Purchaser is liable to and shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the Project.





- (c) Charges for water and any other utilities consumed by the Purchaser and/or attributable or relatable to the Allotted Apartment against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Allotted Apartment and/or its Appurtenances wholly and if in common with the other Apartment Acquirers proportionately, to the Maintenance In-charge or the appropriate authorities as the case may be.
  - (d) All other taxes impositions levies cess fees expenses and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Allotted Apartment by the Purchaser wholly in case the same relates to the Allotted Apartment and proportionately in case the same relates to the Project or the Common Areas thereof.
  - (e) The Purchaser shall also be liable to pay applicable Goods and Services Tax and/or other taxes which are now or may hereafter become payable on any of the aforesaid payments rates taxes impositions and/or outgoings.
  - (f) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
- 2.1 All payments mentioned in clause 2 above shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7<sup>th</sup> day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Purchaser or in the letter box in the ground floor earmarked for the Allotted Apartment without any delay, demur or default and the Purchaser in any event shall be liable to indemnify and keep saved harmless and indemnified the Promoter, the Association and the Maintenance-in-Charge and all other Apartment Acquirers for all losses damages costs claims demands and proceedings as may be suffered by them or any of them due to non-payment or delay in payment of all or any of such amounts and outgoings. Any discrepancy or dispute that the Purchaser may have on such bills shall be sorted out within a reasonable time but payment shall not be with-held by the Purchaser owing thereto. Any amount payable by the Purchaser directly to any authority shall always be paid by the Purchaser within the stipulated due date in respect thereof.



- 2.2 The liability of the Purchaser to pay the aforesaid outgoings and impositions shall accrue with effect from the date of delivery of possession of the Allotted Apartment by the Promoter to the Purchaser or the date of issuance of the completion certificate by the municipal authorities, whichever be earlier.

3. **Right of Purchaser to use Common Areas and essential services:**

- (a) The Purchaser doth hereby agree and confirm to have acquired the Apartment on the specific understanding that his right to the use of Common Areas and availing the essential services provided and maintained by the Maintenance In-charge shall be subject to timely payment of CAM Charges, as billed in terms hereof by the Promoter or Facility Maintenance Agency or the Association of the Purchaser as the case may be and performance by the Purchaser of all his obligations in respect of the terms and conditions contained in this Deed and specified by the Maintenance In charge or the Association of Purchaser from time to time.
- (b) The Purchaser acknowledges that upkeep of the Common Areas and availing the essential services provided and maintained by the Maintenance In-charge is for the benefit of all the Apartment Acquirers in the Project and non-payment thereof by the Purchaser would adversely affect the services and maintenance and/or interest of the other Apartment Owner and as such in the event of any default on the part of the Purchaser in making timely payment of such CAM Charges, the Purchaser shall be liable to pay interest at the rate of 18% per annum on the amounts remaining outstanding.

And if such default shall continue for a period of three (3) months then and in that event the Purchaser shall not be entitled to avail of any of the facilities and/or utilities available to the Purchaser and the Maintenance In-charge (whether it be the Promoter and/or Facility Maintenance Agency and/or the Associations of the Purchaser as the case may be) shall be entitled to and the Purchaser hereby consents:

- (i) to withdraw the lift facilities and other common services and/or facilities to the Allotted Apartment of the Purchaser and/or to the members of its family including the Purchaser, visitors, servants and agents;
- (ii) to demand and directly realize rent and/or other amounts becoming payable to the Purchaser by any tenant or licensee or other occupant in respect of the Allotted Apartment.





- (iii) to disrupt the supply of water and/or power back-up through the generator in the Allotted Apartment of the Purchaser etc.
- (iv) to claim all expenses including attorney's fees paid and/or incurred by the Maintenance In-charge in respect of any proceedings brought about to realise such unpaid CAM Charges or to enforce any lien in respect of such unpaid CAM Charges.

And such services and/or facilities shall not be restored until such time the Purchaser has made payment of all the amounts lying in arrears together with interest accrued at the aforesaid rate and the cost charges and expenses incurred by the Maintenance In-charge for disconnecting or disrupting such services and/or facilities and also for restoring the same.

**VI. IT IS HEREBY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES HERETO** as follows:

1. The Promoter and the Owners/ Vendors agree and acknowledge that the Purchaser shall have the right to the Allotted Apartment as mentioned below.
  - (i) the Purchaser shall have exclusive ownership of the Allotted Apartment.
  - (ii) pursuant to Section 17 of the Real Estate (Regulation and Development) Act, 2016, the Promoter and the Vendors / Owners as per their respective entitlements shall convey title in the Common Areas to the Association of the Apartment Acquirers after duly obtaining the completion certificate from the competent authority as provided in the Act and the Purchaser shall do all acts deeds and things and sign execute and deliver all papers documents etc., as be required therefor and if any stamp duty, registration fee, legal fees, other expenses, etc., is payable therefor, then the same shall be borne paid and discharged by the Apartment Acquirers (including the Purchasers herein) proportionately and the Promoter and the Vendors shall not be liable therefor in any manner and the Purchaser and the other Apartment Acquirers shall keep the Promoter and the Vendors fully indemnified with regard thereto;
  - (iii) the Purchaser shall use the Common Areas commonly with the other co-owners/occupiers and the persons permitted by them or any of them including maintenance staff etc., and as per the rules made in this respect.
2. **Single Unit:** The Purchaser agrees that the Allotted Apartment along with parking if any shall be treated as a single indivisible unit for all purposes.



3. **Past Outgoings:** The Purchaser acknowledges, accepts and confirms that the Promoter has already paid all outgoings before transferring the physical possession of the Allotted Apartment to the Purchaser, which it has collected from the Purchaser, for the payment of outgoings (including those mentioned in the Deed), to the satisfaction of the Purchaser and further the Promoter has duly paid the governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the period it was required to do and they hereby acquit and discharge the Promoter from any further obligation or liability in this behalf.
4. **Maintenance of The Building / Apartment / Project:** Subject to the timely payment of the CAM Charges by the flat owners, the Maintenance In-charge is and shall be responsible to provide and maintain essential services in the Project. On its incorporation the Association shall be the Maintenance In-charge. The cost of such maintenance shall be payable by the Purchaser separately to the Maintenance In-charge.
5. **Right To Enter The Apartment For Repairs:** The Promoter/Association/Maintenance agency/Maintenance In-charge shall have right of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the Promoter/Association/Maintenance agency/Maintenance In-charge to enter into the Allotted Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.
6. **Use of Services Area:** The service areas located within the Project are ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Purchaser shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Association for rendering maintenance services.
7. **Compliance with Respect To The Apartment:**
  - 7.1 The Purchaser shall with effect from the Date of Possession of the Allotted Apartment is and shall be solely responsible to comply with the Common House Rules as per of the Sixth Schedule hereto and maintain the Allotted Apartment at his own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Allotted





Apartment, or the Common Areas including staircases, lifts, common passages, corridors, circulation areas, club house or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Allotted Apartment and keep the Allotted Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

- 7.2 The Purchaser further undertakes, assures and guarantees that he would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas or Joint Common Areas. The Purchaser shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser shall not store any hazardous or combustible goods in the Allotted Apartment or place any heavy material in the common passages or staircase of the Building. The Purchaser shall also not remove any wall including the outer and load bearing wall of the Allotted Apartment.
- 7.3 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Maintenance In-Charge and/or maintenance agency appointed by it. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 7.4 The Purchaser accepts the full knowledge of all laws, rules, regulations, notifications applicable to the project.
8. **Additional Constructions:** The Purchaser agrees and accepts that in case at any time after execution hereof there arises any possibility of any additional structure/construction being carried out at the Project, owing to change of laws/rules or relaxation of rules, the Promoter shall have the exclusive rights and benefits in respect of all or any such additional structure/construction and related addition or alteration that may be available at any time in future at or for the Project Provided that the Promoter shall make any such additional construction upon obtaining approval of plans by the competent authorities and upon complying with the applicable provisions of the municipal Act and/or Rules and the Real Estate (Regulation and Development) Act, 2016 as amended and/or substituted, as well as the rules and regulations framed thereunder.



9. **Entire Contract:** This Deed and the Sale Agreement, along with its schedules, shall henceforth constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Allotted Apartment. In case of any contradiction between the Agreement for Sale and the Deed of Conveyance, the terms of the Deed of Conveyance shall prevail.
10. **Provisions Of This Deed Applicable On Purchaser/Subsequent Purchasers:** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Allotted Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent purchasers of the Allotted Apartment, in case of a transfer, as the said obligations go along with the Allotted Apartment for all intents and purposes.
11. **Waiver Not A Limitation To Enforce:** Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
12. **Severability:** If any provision of this Deed shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Deed unless the same are capable of having been agreed by the parties and/or consented to by the Purchaser shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.
13. **Method Of Calculation Of Proportionate Share Wherever Referred To In The Deed:** Wherever in this Deed it is stipulated that the Purchaser has to make payment, in common with other Apartment Acquirers in the Project or wherever in this Deed the words "proportionate" or "proportionate share" or proportionately" or "pro-rata" are used, the same shall be the proportion which the net carpet area of the Allotted Apartment including those of its appurtenances being balcony/verandah, servant quarter/store room and/or open terrace as the case be bears to the net carpet area of all the Apartments including those of its appurtenances as aforesaid in the Project Provided That for the purpose of calculation of the carpet area of the Open Terrace if attached to any Apartment, only 50% of the carpet area thereof shall be taken into consideration for calculation of the net carpet area of such Apartment inasmuch as





the Promoter is charging the concerned allottee the price for 50% of the actual carpet area thereof at the same rate as that of the Apartment.

- 14. Further Assurances:** Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Deed.
- 15. Place Of Execution:** The execution of this Deed shall be completed only upon its execution by the parties at Kolkata.
- 16. Notices:** That all notices to be served on the Purchaser and the Promoter as contemplated by this Deed shall be deemed to have been duly served if sent to the Purchaser or the Promoter by Registered Post at their respective addresses mentioned above. It shall be the duty of the Purchaser and the Promoter to inform each other of any change in address subsequent to the execution of this Deed in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Purchaser, as the case may be.
- 17. Governing Law:** That the rights and obligations of the parties under or arising out of this Deed shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.
- 18. Dispute Resolution:** All or any disputes arising out or touching upon or in relation to the terms and conditions of this Deed, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996 as amended and/or substituted.
- 19. Other Terms And Conditions:** The other terms and conditions as per the contractual understanding between the parties have been incorporated in the Schedules hereto.

#### **SECTION-IV : SCHEDULES**

**THE FIRST SCHEDULE ABOVE REFERRED TO:**  
(Project Land)



**ALL THOSE** pieces and parcels of contiguous land containing an aggregate area of **364 Decimal** more or less (equivalent to 220 Cottahs) comprised in several Dag/s Nos. under several Khatian as described in tabular sheet, lying and situated at Mouza: Gopalpur, J.L. No. 02, P.S.: Airport (Previously Rajarhat), District: North 24 Parganas, Pincode – 700136, in Ward No.04 of the Bidhannagar Municipal Corporation, in the State of West Bengal:

Sl No.	R.S. & L.R. No.	L.R. Khatian Nos.	Area (in Decimal)
1	3508	8498	12
2	3509	8490,8491,8492,9493,9494	55.12
3	3511	8506,11815	16.125
4	3520	12019,12049	16.43
5	3521	12019,12050	11
6	3522	11910,11911,12046	29
7	3526	12032,12034,12043,12082,12083,12084	48.58
8	3527	11908,11909,12051,12052,12053	50
9	3528	12085	1.87
10	3529	8507,8508,11814,11815	21.88
11	3530	8501,8502,8507,8509	46
12	3581	6160,12017,12031	15
13	3582	6250,12016,12018,12031,12033	34
14	3588	11907	7.31
<b>Total</b>			<b>364.315</b>

and butted and bounded as follows:

On the **North** : By 3534,3533,3531,3527,3580.3589.

On the **South** : By 3516,3514,3513,3512,3510,3508

On the **East** : By \_\_3587 , 3585,3964,3965,3966

On the **West** : By 3510,3508.3336

**OR HOWSOEVER OTHERWISE** the same now are or is or heretofore were or was called known butted bounded numbered described or distinguished.





**THE SECOND SCHEDULE ABOVE REFERRED TO:**  
**(ALLOTTED APARTMENT)**

**ALL THAT** the residential Apartment being Apartment No. \_\_\_\_\_ on the \_\_\_\_\_ floor having a carpet area of \_\_\_\_\_ Square feet more or less, Balcony/Verandah attached thereto having a carpet area of \_\_\_\_\_ Square feet more or less, aggregating to Carpet Area of \_\_\_\_\_ Square feet (the said Flat and the said Balcony/Verandah, if any are shown in the Plan annexed hereto, being **Annexure 'A'** duly collectively bordered thereon in "Red") in Block \_\_\_\_\_ of the Project 'Pravya' at the Project Land, which Project Land is described in the First Schedule hereinabove written **TOGETHER WITH** \_\_\_\_\_ **Covered** Car Parking Space each for parking of motor car(s) in Block \_\_\_\_\_ of the Project Land, being car park No. '\_\_\_\_' and shown in the Plan annexed hereto, being **Annexure 'B'** duly bordered thereon in "Red". For the purpose of registration, the super built-up area of the said Apartment (with balcony, if any) is \_\_\_\_\_ **Square feet more or less. And built up area** \_\_\_\_\_ **Square feet more or less**

**THE THIRD SCHEDULE ABOVE REFERRED TO:**  
**(COMMON AREAS)**

**COMMON AREAS**

- The staircases, lifts, staircase lobbies, lift lobbies, ground floor lobbies, common entrances and exits of the building/s;
- The roof terraces, parks, play areas, etc.;
- Installations of central services such as electricity, water and sanitation, air-conditioning, and water conservation;
- The sumps, motors, fans, ducts and all apparatus connected with installations for common use;
- All facilities and amenities as may be provided by the in the Recreation Centre/Club/Podium including the Gymnasium, Association Room, Indoor Games room, Lounge, Banquet Hall etc.
- Underground water reservoirs;
- Landscaped areas;
- Transformers and CESC Utility Areas;
- Firefighting system;
- Facility Managers' Office, Store Rooms, Common toilets,
- Driveways and pathways (except areas earmarked by the Promoter as car parking spaces).
- CCTV Surveillance
- Water Treatment Plant
- Rainwater Harvesting
- Sewage Treatment Plant
- App Based Security System

**AMENITIES AT GROUND LEVEL :-**

- Festive Ground
- Ground Pavilion
- Jogging Track



- Amphitheatre
- Double height drop up
- Double height reception
- Peripheral Green
- Service area
- Kids Play Area
- Flower Garden
- 

#### **AMENITIES AT PODIUM LEVEL -**

- Children play area
- Senior Sitting corner
- Recreational lawn
- Garden Cabana
- Tree deck
- Water Pod
- Pixel Sit out nuke
- Sculpture point
- Garden lounge
- Kids Play Area
- Fitness Zone
- Parents Corner

#### **THE FOURTH SCHEDULE ABOVE REFERRED TO** **(Common Expenses)**

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and the amenities/facilities/mechanical car parking spaces etc. and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Maintenance In-charge) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the property as usually are or ought to be.
3. Keeping the gardens and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping paths, passages and driveways in good repair and clean and tidy and edged where





necessary and clearing the same when necessary.

5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
6. Paying such workers as may be necessary in connection with the upkeep of the property.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Flat) in the property as may be necessary keeping cleaned the common parts and paths passages landing and stair cases and all other common parts of the building.
9. Cleaning as necessary of the areas forming parts of the property.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Promoter may think fit.
11. Maintaining and operating the lifts.
12. Maintaining and operating the Standby Diesel Generator Set(s).
13. Providing and arranging for the emptying receptacles for rubbish.
14. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual owner/occupiers of any Apartment.
15. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the flat of any individual Allottee of any flat.



16. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the flats.
17. After formation and operational of the Association, employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
18. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the building excepting those which are the responsibility of the owner/occupier of any Apartment.
19. Insurance of fire-fighting appliances and other equipments for common use and maintenance renewal and such other equipment as the Promoter may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
20. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
21. The provision for maintenance and renewal of any equipment and the provision of any other service which in the option of the Maintenance in-charge it is reasonable to provide.
22. In such time to be fixed annually as shall be estimated by the Maintenance in-charge (whose decision shall be final) to provide a reserve fund, besides the Maintenance Deposit to be held by the Promoter and upon its formation and operation by the Association, for items of expenditure referred to in this schedule to be or expected to be incurred at any time.
23. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Maintenance In-charge and shall only be applied in accordance with unanimous or majority decision of the Other Allottees and with the terms of this Schedule.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**  
**(Facts about Devolution of Title to the Project Land)**





The Project Land measuring 364 Decimal (3.64 Acre ) more or less was purchased by the Owners by several Deeds of Conveyance, full particulars whereof are mentioned hereinbelow:

SI No	LR Khatian No.	Name of Recorded Owner	Registration Office	Deed No.	Registration Date	RS & LR Dag No.	Total Area Of Dag (Dec)	Area Purchased (Dec)
1	8506	Intent Properties (P) Ltd.	ADSR Bidhannagar	13483/2012	19.10.2012	3511	19	9
2	8491	Chirantan Devcon (P) Ltd.	ADSR Bidhannagar	13504/2012	19.10.2012	3509	55	7.12
3	11814	Pratyaksha Villa Pvt. Ltd.	ARA II Kolkata	15966/2012	24.12.2012	3529	25	5
4	11815	Aleksi Infraprojects (P) Ltd.	ARA II Kolkata	00498/2013	16.01.2013	3511	19	7.125
5	11815	Aleksi Infraprojects (P) Ltd.	ARA II Kolkata	00498/2013	16.01.2013	3529	25	2.875
6	11814	Pratyaksha Villa (P) Ltd.	ARA II Kolkata	00498/2013	16.01.2013	3529	25	1
7	12085	Vachi Nirmaan Pvt. Ltd.	ARA II Kolkata	00886/2013	24.01.2013	3528	28	1.87
8	12082	Lenient Barter Pvt. Ltd.	ARA II Kolkata	05595/2014	29.04.2014	3526	48	8.67
9	12083	Squash Enclave Pvt. Ltd.	ARA II Kolkata	05595/2014	29.04.2014	3526	48	8.67
10	12084	Helot Hirise (P) Ltd.	ARA II Kolkata	05595/2014	29.04.2014	3526	48	8.66
11	11909	Fervent Buildcon Pvt. Ltd.	DSR II Barasat	03682/2014	13.06.2014	3527	113	10



12	12017	Shirley Ventures Pvt. Ltd.	DSR II Barasat	04863/2014	08.09.2014	3581	20	10
13	11907	Dumpling Heights Pvt. Ltd.	DSR II Barasat	04865/2014	08.09.2014	3588	13	7.31
14	12019	Limejuice Enclave Pvt. Ltd.	DSR II Barasat	04867/2014	08.09.2014	3520	20	6.43
15	12019	Limejuice Enclave Pvt. Ltd.	DSR II Barasat	04867/2014	08.09.2014	3521	20	1
16	8507	Darpad Dealers (P) Ltd.	ADSR Bidhannagar	13503/2012	19.10.2012	3529	25	1
17	8507	Darpad Dealers (P) Ltd.	ADSR Bidhannagar	13503/2012	19.10.2012	3530	80	10
18	8508	Dadimata Marketing (P) Ltd.	ADSR Bidhannagar	13506/2012	19.10.2012	3529	25	12
19	8502	Mahatru Trading Company (P) Ltd.	ADSR Bidhannagar	13508/2012	19.10.2012	3530	80	12
20	8501	Badiberi Dadimata Mercantile (P) Ltd.	ADSR Bidhannagar	13510/2012	19.10.2012	3530	80	12
21	12043	Amal Agarwala	DSR II Barasat	03680/2014	13.06.2014	3526	48	2.5968
22	11910	Dadimata Dealers Pvt. Ltd.	DSR II Barasat	03681/2014	13.06.2014	3522	29	10
23	11908	Ashish Barter Pvt. Ltd.	DSR II Barasat	03683/2014	13.06.2014	3527	113	10





24	11911	Aadarsh InfraDevelope rs Pvt. Ltd.	DSR II Barasat	03685/ 2014	13.06.201 4	3522	29	10
25	12018	Roxy Constructions Pvt. Ltd.	DSR II Barasat	04864/ 2014	08.09.201 4	3582	34	10
26	12016	Awesome Developers Pvt. Ltd.	DSR II Barasat	04866/ 2014	08.09.201 4	3582	34	10
27	8494	Ajanya Plaza (P) Ltd.	ADSR Bidhannaga r	13481/ 2012	19.10.201 2	3509	55	12
28	8498	Ajanya Properties (P) Ltd.	ADSR Bidhannaga r	13484/ 2012	19.10.201 2	3508	62	12
29	8493	Sushobhan Plaza (P) Ltd.	ADSR Bidhannaga r	13501/ 2012	19.10.201 2	3509	55	12
30	8490	Sushobhan Builders (P) Ltd.	ADSR Bidhannaga r	13502/ 2012	19.10.201 2	3509	55	12
31	8509	Sushobhan Properties (P) Ltd.	ADSR Bidhannaga r	13507/ 2012	19.10.201 2	3530	80	12
32	8492	Sushobhan Construction (P) Ltd.	ADSR Bidhannaga r	13511/ 2012	19.10.201 2	3509	55	12
33	12034	Baglamukhi Realtors Pvt. Ltd.	DSR II Barasat	03674/ 2014	13.06.201 4	3526	48	10
34	12032	Apnapan Realestate Pvt. Ltd.	DSR II Barasat	03676/ 2014	13.06.201 4	3526	48	10
35	12046	Skydome Housing Pvt. Ltd.	DSR II Barasat	03684/ 2014	13.06.201 4	3522	29	9



36	12053	Bhujadhari Appartment Pvt. Ltd.	DSR II Barasat	03686/ 2014	13.06.201 4	3527	113	10
37	12051	Astdurga Promoters Pvt. Ltd.	DSR II Barasat	03687/ 2014	13.06.201 4	3527	113	10
38	12052	Bhavsakti Realestate Pvt. Ltd.	DSR II Barasat	03688/ 2014	13.06.201 4	3527	113	10
39	12033	Kejriwal Properties Pvt. Ltd.	DSR II Barasat	04858/ 2014	08.09.201 4	3582	34	10
40	12050	Palmview Promoters Pvt. Ltd.	DSR II Barasat	04859/ 2014	08.09.201 4	3521	20	10
41	12049	Hillside Acres Pvt. Ltd.	DSR II Barasat	04860/ 2014	08.09.201 4	3520	20	10
42	12031	Kejriwal Real Estate Pvt. Ltd.	DSR II Barasat	04861/ 2014	08.09.201 4	3582	34	4
43	12031	Kejriwal Real Estate Pvt. Ltd.	DSR II Barasat	04862/ 2014	08.09.201 4	3581	20	5
							Decim al	364.327

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**

**(Common House Rules - Purchaser's Covenants For Usage of the Allotted Apartment)**

1. After the Purchaser has taken over possession of the Allotted Apartment, the Purchaser as a separate covenant has agreed:
  - a) To co-operate at all times with the other Purchaser s/occupiers of the other Apartments Acquirers and the Promoter and the Maintenance In-charge in the management maintenance control and administration of the Project.
  - b) To observe and abide by the rules and regulations framed from time to time by the Maintenance In-charge for the user and maintenance of the Project.
  - c) To use the Allotted Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever and shall





not do or permit to be done any noisy illegal or immoral activity at the Allotted Apartment or any activity which may cause nuisance or annoyance to the other Apartment Acquirers.

- d) To apply for and obtain at his own costs separate assessment and mutation of the Allotted Apartment in his name in the records of concerned authority within 03(three) months from the date hereof.
- e) To keep the Common Areas and services and facilities availing therefrom, open spaces, parking areas, paths, passages, landscaping, staircases, lobby, landings etc. in the Project free from obstructions and encroachments and in a clean and orderly manner.
- f) To abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, concerned Municipality/Panchayat/Authority, CESC, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Allotted Apartment as well as the user operation and maintenance of lifts, generator, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.
- (g) To keep the Allotted Apartment Flat in a clean, tidy and repaired condition and to clean both sides of all windows and window frames and all other glass and other panels in the said Allotted Apartment.

2. The Purchaser hereby further covenants by way of negative covenants as follows:

- a) NOT to sub-divide the said Allotted Apartment or the Parking space or any part thereof.
- b) NOT to do any act deed or thing or obstruct the construction and completion of the Project in any manner whatsoever notwithstanding any temporary obstruction in the Purchaser's enjoyment of the Allotted Apartment.
- c) NOT to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the Project and/or compound or any portion of the Building except in the space for garbage to be provided in the ground floor of the said building.
- d) NOT to hang from or attach to the beams columns or rafters nor store or keep any articles or machinery within the Allotted Apartment which are heavy or likely to affect or endanger or damage the building or any part thereof.
- e) NOT to fix or install air conditioners in the Allotted Apartment save and except at the places, which have been specified in the Allotted Apartment for such installation.
- f) NOT to keep or allow goods, articles or materials of any description to be stored, stocked or displayed on any of the common parts.
- g) NOT to do or cause anything to be done in or around the Allotted Apartment which



may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the Allotted Apartment or any portion over below or adjacent to the Allotted Apartment.

- h) NOT to use the Allotted Apartment or any part or portion thereof for any political meeting nor for any trade or business.
- i) NOT to permit any sale by auction or public meeting or exhibition by display to be held upon the Allotted Apartment nor to permit or suffer to be done into or upon the Allotted Apartment or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, unreasonable annoyance or unreasonable inconvenience to the other Purchaser and/or occupiers.
- j) NOT to keep in the Allotted Apartment any article or thing which is or might become dangerous, offensive, combustible, inflammable, radioactive or explosive which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the Allotted Apartment and/or any other Apartment in the said Project.
- k) NOT to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the Project.
- l) NOT to close or permit the closing of verandahs or balconies and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs or balconies or any external walls or the fences of external doors and windows including grills of the Allotted Apartment which in the opinion of the Maintenance In-charge differs from the colour scheme of the building or may affect the elevation in respect of the exterior walls of the said building.
- m) NOT to install grills which are protruding the windows, such grills to be fitted only inside the windows and shall be of such design as shall be approved by the Promoter and/or the Architect.
- n) NOT to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the Allotted Apartment or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- o) NOT to remove or shift any load bearing wall of the Allotted Apartment nor to make in the Allotted Apartment any structural addition and/or alteration such as beams, columns, partition walls etc. thereof or improvement of a permanent nature except with the prior approval in writing of the Promoter and/or any concerned authority.
- p) NOT to fix or install any antenna on the roof or terrace of the building excepting that the Purchaser and all other Apartment Acquirers shall jointly be entitled to avail





of the central antenna facilities if so provided by the service providers to them at their costs.

- q) NOT to use the said Allotted Apartment or permit the same to be used as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever.
- r) NOT to display or permit any person to display raw meat or sacrifice animals in the Allotted Apartment or in any part of the Common Areas or the Project.
- s) NOT to commit or permit to be committed any form of alteration or changes in the beams, columns, pillars of the building passing through the Allotted Apartment or the Common Areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving any other Apartment in or portion of the Project.
- t) NOT to carry or cause to be carried any wiring for electricity, broadband connection, cable TV or for any other purpose by cutting holes in the exterior walls of the Allotted Apartment or walls of the common areas except through from the electrical ducts only.
- u) NOT to install or keep or operate any generator in the Allotted Apartment or in any Common Areas.
- v) NOT to install any dish-antenna on the balcony and/or windows of the Said Building;
- w) NOT to install any type of air-conditioners (window or split) on the external walls of the Building and no window air-conditioners will be installed by cutting open any wall, save at the place specifically earmarked by the Promoter for the same.
- x) NOT to install any collapsible gate on the main door/entrance of the Said Apartment except as may be approved by the Project Architect;
- y) NOT to misuse or permit to be misused the water supply to the Allotted Apartment;
- z) NOT to hang or cause to be hung clothes from the balconies of the Allotted Apartment.

**3. Purchaser's Covenants For Usage of the Parking Space, if allotted:**

- a) The Parking Space if allotted to the Purchaser shall be used only for the purpose of parking of a passenger car or two-wheeler as the case be of the Purchaser and shall not be used for any other purpose whatsoever.
- b) The Purchaser shall not use or permit anybody to use the Parking Space for storage, rest, recreation, sleep of servants, drivers or else one nor shall cover up and/or make any construction on its parking space.
- c) The Purchaser shall not park nor shall permit anybody to park car or two wheeler in his Parking Space in a manner, which may obstruct the movement of other car(s)/two



wheeler(s) nor shall park car/two wheeler on the passage, pathway or open spaces of the building or at any other spaces except the space allotted to it.

- d) In the event of the Purchaser washing car or two wheeler or permitting anybody to do so in that event it will be obligatory on the part of the Purchaser to clean up the entire space.
- e) The Purchaser agrees not to grant, transfer, let out or part with the Parking Space if any, independent of the Allotted Apartment nor vice versa, with the only exception being that the Purchaser may grant transfer let out or part with the Parking Space, if any or the Allotted Apartment independent of the other or others to any other Apartment Acquirer of the Building and none else.
- f) The Purchaser agrees to abide by all the rules and regulations as may be made applicable from time to time for the use of the Parking Spaces by the Maintenance In-charge.

**4. Additions or Replacements:** As and when any plant and machinery, including but not limited to, transformer, electrical sub-station, DG set, lifts, pumps, firefighting equipments or any other plant, machinery and/or equipment of capital nature etc. require major repairs, renovation, replacement, up gradation, additions etc. or as and when painting of the exterior of the building is required, the cost thereof shall be contributed by all the Apartment Acquirers in the Project on proportionate basis as specified by the Promoter and upon its formation by the Association and its taking charge of the acts relating to the Common Purposes and the concerned persons, at the material time, shall have the sole authority to decide the necessity of such replacement, upgradation, additions, painting etc. including its timings or cost thereof and the Purchaser agrees to abide by the same. It is clarified that the CAM charges as be fixed and charged to the Apartment Acquirers does not include the above cost.

#### **5. Maintenance and Association**

- 5.1 Upon completion of the Project and obtaining of the completion certificate of the Project and formation and operationalization of the Association the Promoter will hand over management for maintenance of the Project to the Association for which the Purchaser may be required to execute an instrument. The Purchaser will be required to complete the formalities of becoming a member of the Association. The Purchaser shall observe and abide by all the byelaws, rules and regulations prescribed by the Association in regard to user and enjoyment of the Allotted Apartment and common areas in the Project.
- 5.2 In the event the Association has been formed but there are Apartments in the Building that are not sold by the Promoter, till such time the unsold Apartments are not sold, all outgoings pertaining to the unsold Apartments shall be payable by the Promoter. Further the Purchaser





and/or the Association shall not do any act deed or thing which may restrict or impede sale or otherwise transfer of the unsold Apartments to any of the prospective Purchaser.

- 5.3 For availing essential services and maintenance of the Common Areas, the Purchaser shall be liable to remit per month the CAM Charges to the Promoter or the Facility Maintenance Agency and upon its formation to the Association.

**6. Interim Maintenance Period:**

- 6.1 During the interim maintenance and providing essential services period between Maintenance Commencement Date (i.e. after obtaining of the completion certificate of the Project) till formation and operationalization of the Association, the Promoter itself or through a Facility Management Agency shall provide and maintain essential services in the Project.
- 6.2 The Rules/Bye Laws to regulate the use and maintenance of the Common Areas and provide essential services shall during the interim maintenance period shall be such as may be framed by the Promoter itself or through the Facility Management Agency with such restrictions as it deems fit and proper and all the Purchaser are bound to follow the same. After the maintenance and management of the Project are handed over to the Association, the Association may adopt the Rules and the Bye laws as may be framed by the Promoter, with or without amendments, as may be deemed necessary by the Association.
- 6.3 For the avoidance of any doubt, it is clarified that if within the time period of 90 days specified by the Promoter in the notice issued by the Promoter to the Purchaser and the other Apartment Acquirers, the Apartment Acquirers fails and/or neglects to take over from the Promoter the responsibilities of maintenance of the Project and providing essential services to the Apartment Acquirers thereof then on the expiry of the aforesaid period, the Promoter shall no longer be liable or responsible for the same. Each of such liabilities, responsibilities, obligations etc. shall on and from such date be and/or be deemed to stand vested in all the Apartment Acquirers including the Purchaser hereto. Further, as and when the Promoter deems fit and proper, the Promoter will also transfer to the Association upon its formation and taking charge of the acts relating to the Common Purposes the Sinking Fund Deposit amount made by the Purchaser without any interest thereon, after adjusting all amounts then remaining due and payable by the Purchaser to the Promoter together with interest accrued thereon, and the amounts thus transferred, shall be held by the Association, to the account of the Purchaser, for the purposes therefore.

- 7. Conditions on Transfer by Purchaser:** The Purchaser shall not be entitled to let out, sell,



transfer, assign or part with possession of the Allotted Apartment until all the charges outgoings dues payable by the Purchaser to the Maintenance In-charge in respect of the Allotted Apartment are fully paid up and a No Dues certificate is obtained by the Purchaser from the Maintenance In-charge.

8. **Right to put Neon-Sign etc. by Promoter:** The Purchaser shall allow the Promoter and the Promoter shall be entitled to put or allow its group companies or associate concerns to put neon-sign, logo or like on the Roof or on the façade of the Building as the Promoter may in its sole discretion, think fit and proper and such right shall be excepted and reserved unto the Promoter.
9. **Indemnity by Purchaser:** The Purchaser shall be and remain responsible for and to indemnify the Promoter, the Vendors, the Maintenance-in-Charge and the Association against all damages, costs, expenses, claims, demands, actions and proceedings occasioned to the Project or any part thereof or to any person due to negligence or any act deed or thing made done or occasioned by the Purchaser or suffered by the Promoter or the Owners or the Maintenance In-charge or the Association or the Federation of Association as a result of any act of omission or negligence of the Purchaser or the servants agents licensees or invitees of the Purchaser and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions of the Agreement to be observed fulfilled and performed by the Purchaser.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO:**

**(Easements)**

- A. The Purchaser shall be entitled to the easements, quasi-easements appendages and appurtenances belonging or appertaining to the Allotted Apartment which are hereinafter specified Excepting and Reserving unto the Promoter and the Vendors and other persons deriving right, title and/or permission from them, the rights, easement, quasi easement, privileges and appurtenances hereinafter more particularly set forth in the Clause B below:
  - (i) The right of access and use of the Common Areas in common with the Promoter, the Vendors and/or other Co-owners and the Maintenance In-charge and/or persons permitted by the Promoter and the Vendors for normal purposes connected with the use of the Allotted Apartment, subject to the house rules.
  - (ii) The right of protection of the Allotted Apartment by and from all other parts of the Building so far as they now protect the same.
  - (iii) The right of flow in common as aforesaid of electricity water sewerage drainage and





other common utilities from and/or to the Allotted Apartment through wires and conduits lying or being in under or over the other parts of the Building and/or the Project so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the Allotted Apartment.

- (iv) The right of the Purchaser with or without workmen and necessary materials to enter from time to time upon the other parts of the Building for the purpose of rebuilding, repairing, replacing or cleaning, so far as may be necessary, such pipes, drains, sewers, wires and conduits belonging to or serving the Allotted Apartment and other Apartments and portions of the Building and also for the purpose of repairing the Allotted Apartment insofar as such repairing as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting in emergent situation upon giving forty-eight hours previous notice in writing of the Purchaser's intention so to enter to the Maintenance In-charge and the Co-owner affected thereby, without damaging the other parts of the building.
- (v) All the above easements are subject to and conditional upon the Purchaser paying and depositing the maintenance charges, municipal rates and taxes, common expenses, electricity charges or any other amount or outgoing payable by the Purchaser under these presents within due dates and observing and performing the covenants terms and conditions on the part of the Purchaser to be observed and performed hereunder.

B. The under-mentioned rights easements quasi-easements and privileges appertaining to the Project shall be excepted and reserved for the Promoter and the Vendors and other persons deriving right, title and/or permission in respect thereof from them:

- (i) The right of access and use of the Common Areas in common with the Purchaser and/or other person or persons entitled to the other part or parts or share or shares of the Project.
- (ii) The right of flow in common with the Purchaser and other person or persons as aforesaid of electricity water waste or soil from and/or to any part (other than the Allotted Apartment) of the other part or parts of the Building and/or the Project through pipes drains wires conduits lying or being in under through or over the Allotted Apartment as far as may be reasonably necessary for the beneficial use occupation and enjoyment of other part or parts of the Project.
- (iii) The right of protection of other part or parts of the Building by all parts of the Allotted



Apartment as the same can or does normally protect.

- (iv) The right as might otherwise become vested in the Purchaser by means of any of the structural alterations or otherwise in any manner to lessen or diminish the normal enjoyment by other part or parts of the Project.
- (v) The right with or without workmen and necessary materials to enter from time to time upon the Allotted Apartment for the purpose of laying down, testing, rebuilding, repairing, reinstating, replacing, cleaning, lighting and keeping in order and good condition so far as may be necessary, such sewers, pipes, drains, wires, cables, water courses, gutters, conduits, structures and other conveniences belonging to or serving or used for the Buildings and/or the Project and also for the purpose rebuilding or repairing any part or parts of the Buildings (including any Common Areas) and similar purposes and also other common purposes, insofar as such activities cannot be reasonably carried out without such entry provided always that the Promoter, the Vendors, the Maintenance In-charge and other Co-owners of other part or parts of the Project shall excepting in emergent situation give to the Purchaser a prior forty-eight hours written notice of its or their intention for such entry as aforesaid.





**IN WITNESS WHEREOF** the parties hereinabove named have set their respective hands and signed those presents at Kolkata in the presence of attesting witness, signing as such on the day, month and year first above written.

**SIGNED SEALED AND DELIVERED** on behalf of the within named **PROMOTER** by its Partner named above at Kolkata.

NAVINSOHAM DTC PROJECT LLP  
  
 Designated Partner/Authorised Signatory

**SIGNED SEALED AND DELIVERED** on behalf of the within named **OWNERS/VENDORS** by their common constituted attorney named above at Kolkata.

**EXECUTED** by the within named Purchaser at Kolkata.

Witnesses to the above executants:

Drafted by me and approved by the Parties:

.....  
 Advocate  
 Calcutta High Court

Enrolment No. \_\_\_\_\_

**RECEIPT AND MEMO OF CONSIDERATION**

**RECEIVED** of and from the withinnamed Purchaser/s the withinmentioned sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only being the consideration in full payable under these presents as per memo below:

**MEMO OF CONSIDERATION**

1. By appropriation out of the various amounts paid by the Purchaser/s to the Promoter from time to time by various instruments in terms of the Sale Agreement.
2. By way of TDS @ 1%

**Total :** **Rs. ....**

**(Rupees ..... only)**

**Witnesses:**

**(Promoter)**



**DATED THIS ..... DAY OF ..... 20.....**

**BETWEEN**

**NAVINSOHAM DTC PROJECT LLP**

**... PROMOTER**

**AND**

**AJANYA PLAZA PVT. LTD. & ORS.**

**... OWNERS/Vendors**

**AND**

**..... & ANR.**

**... ALLOTTEES/PURCHASERS**

**CONVEYANCE**

**(Apartment No. .... - Pravya)**