

**DEED OF CONVEYANCE**

This **DEED OF CONVEYANCE** executed on this ..... day of ....., 202..



*Kari Khatun*

<b>Sl. No.</b>	<b>Owners Name</b>	<b>PAN</b>
1	EAST COMMERCIAL PVT LTD	AABCE0617M
2	ACHAL NIVAS INFRACON LLP	ABTFA1686L
3	AQUADREAM PROMOTERS LLP	ABRFA4382R
4	BUILDGROWN REALCON LLP	AAWFB2043A
5	CLOUDKEY ESTATE LLP	AAPFC3359P
6	CROWNPEAK ESTATE LLP	AAPFC3937M
7	DREAMRISE DEVELOPERS LLP	AARFD0581C
8	ERIGERE DEVELOPERS LLP	AAIFE2789G
9	GLORYVALLEY ESTATE LLP	AAVFG1129P
10	HIGHREALTY REALTORS LLP	AAMFH9338J
11	HOMEORCHID REALTORS LLP	AAMFH9716L
12	KEYCASTLE DEVCON LLP	AAVFK8457G
13	KEYVENUS ESTATE LLP	AAVFK8154E
14	LANDBEAN REALTORS LLP	AAIFL7526J
15	MOONBUILD REALCON LLP	ABNFM8837H
16	MOONHEIGHT REALTORS LLP	ABNFM7337A
17	OCEANVIEW ESTATE LLP	AAGFO8804L
18	ORCHIDKEY REALTORS LLP	AAGFO9036Q
19	REALTOVA REALTORS LLP	ABBFR2200H
20	SANDMOON REALTORS LLP	AEDFS4434B
21	SKYHORIZON DEVELOPERS LLP	AEDFS4441L
22	SKYRED DEVELOPERS LLP	AEDFS4437C
23	SKYSWEET ESTATE LLP	AEDFS3951D
24	SKYTERRACE DEVELOPERS LLP	AEDFS3952A
25	SKYVENUS ESTATE LLP	AEGFS1521N
26	SPACEROOF DEVELOPERS LLP	AEDFS7058H
27	STARTERRACE PROMOTERS LLP	AEDFS7250K
28	SWEETPALM PROMOTERS LLP	AEDFS3950C
29	TOPTERRACE REALCON LLP	AAQFT1969F
30	TOWNRISE PROMOTERS LLP	AAQFT1310C
31	VALLEYRISE DEVELOPERS LLP	AASFV7683C

<b>Sl. No.</b>	<b>Owners Name</b>	<b>PAN</b>
32	XELVA REALTORS LLP	AAAFX3316N
33	FLATDELUXE REALCON LLP	AAHFF0600L
34	ACHAL NIVAS REAL ESTATE LLP	ABTFA1689F
35	GREENTERRACE ESTATE LLP	AAVFG1731F
36	HOMEAGE PROMOTERS LLP	AAMFH9692P
37	HOMEROOF DEVELOPERS LLP	AAMFH9694M
38	KEYHEAVEN REALTORS LLP	AAVFK9075G
39	KEYTOWN DEVELOPERS LLP	AAVFK9077E
40	KEYVENUS DEVELOPERS LLP	AAVFK9078M
41	KEYVILLA REALCON LLP	AAVFK9037G
42	KEYYCASTLE REALTORS LLP	AAVFK9080B
43	MOONBUILD COMPLEX LLP	ABNFM8679H
44	NEXABUILD PROMOTERS LLP	AARFN4764B
45	OCEANKEY REALTORS LLP	AAGFO8981L
46	PAINTSKY REALTORS LLP	AAYFP6790Q
47	PEAKROOF REALTORS LLP	AAYFP6844R
48	ROOFCROWN DEVCON LLP	ABBFR2012B
49	ROOFHEIGHT DEVELOPERS LLP	ABBFR2060D
50	ROOFHEIGHT REALTORS LLP	ABBFR2061C
51	SEAVIBES PROMOTERS LLP	AEDFS7677E
52	SEAVIBES REALTORS LLP	AEDFS7251J
53	SEAVILLA REALCON LLP	AEDFS7258B
54	SKYDELUXE REALTORS LLP	AEDFS7252M
55	SKYHORIZON REALTORS LLP	AEDFS7064K
56	SKYHOUSE ESTATE LLP	AEDFS7056K
57	SKYKEY DEVELOPERS LLP	AEDFS7257Q
58	SKYRED REALCON LLP	AEDFS7061N
59	BRICKSROOF REALTORS LLP	AAWFB2042B
60	CITYSKY REALCON LLP	AAPFC3938E
61	CROWNPEAK DEVELOPERS LLP	AAPFC4025J
62	GLORYDREAM DEVELOPERS LLP	AAVFG1678H

<b>Sl. No.</b>	<b>Owners Name</b>	<b>PAN</b>
63	HAPPYDREAM REALTORS LLP	AAMFH9766L
64	KEYHEAVEN DEVELOPERS LLP	AAVFK9079L
65	KEYTOWN REALTORS LLP	AAVFK9196L
66	OCEANKEY BUIDCON LLP	AAGFO8980M
67	OWNFULL REALTORS LLP	AAGFO8991E
68	ROOMSPHERE DEVELOPERS LLP	ABBFR2011C
69	SEAVILLA ESTATE LLP	AEDFS7670D
70	SQUAREVALLEY REALCON LLP	AEDFS7057J
71	SUKH NIVAS DEVELOPERS LLP	AEHFS0701B
72	SWEETPALM ESTATE LLP	AEDFS7771M
73	TOWNVALLEY DEVELOPERS LLP	AAQFT1970L
74	VALLEYRISE REALTORS LLP	AASFV7818B
75	ACHAL NIVAS BUIDCON LLP	ABTFA2031K
76	ACHAL NIVAS REALTORS LLP	ABTFA1688E
77	ADARSH NIVASDEVELOPERS LLP	ABTFA1691D
78	BRICKSROOF DEVCON LLP	AAWFB1920E
79	CASSIOPEA REALTORS LLP	AAPFC3495C
80	CLOUDKEY REALCON LLP	AAPFC4041A
81	GREENTERRACE REALTORS LLP	AAVFG1677J
82	HOMEKEY REALCON LLP	AAMFH9339K
83	HOUSEEDGE DEVELOPERS LLP	AAMFH9693N
84	KEYTOWN BUIDCON LLP	AAVFK9169R
85	KEYVILLA BUIDCON LLP	AAVFK9197M
86	MOON KEY REALTORS LLP	ABNFM8601M
87	ROOFCROWN PROMOTERS LLP	ABBFR2062B
88	ROOMSPHERE REALTORS LLP	ABBFR2199D
89	SKYDELIGHT REALTORS LLP	AEDFS7773K
90	SKYHOUSE REALCON LLP	AEDFS7676F
91	SKYKEY REALTORS LLP	AEDFS4439N
92	SKYSWEET REALTORS LLP	AEDFS7675G
93	STARSPHERE DEVELOPERS LLP	AEDFS3953B

<b>Sl. No.</b>	<b>Owners Name</b>	<b>PAN</b>
94	SHREEKUNJ AVAS PROPERTIES LLP	AEHFS0704E
95	BRICKSROOF PROMOTERS LLP	AAWFB1223G
96	CITYBRIGHT REALTORS LLP	AAPFC3498R
97	CLOUDKEY PROMOTERS LLP	AAPFC3939F
98	CROSSWELL ESTATES LLP	AAPFC4026M
99	CROWNPEAK REALCON LLP	AAPFC3568C
100	DREAMRISE REALCON LLP	AARFD0509N
101	ERIGERE REALTORS LLP	AAIFE3008L
102	GLORY CITY DEVELOPERS LLP	AAVFG0820H
103	GREENTERRACE PROMOTERS LLP	AAVFG1836H
104	HOMEAGE REALCON LLP	AAMFH9691Q
105	HOMEORCHID PROMOTERS LLP	AAMFH9767M
106	KEYVENUS REALTORS LLP	AAVFK9036H
107	LUXERIOR REALTORS LLP	AAIFL7525M
108	MOONHEIGHT ESTATE LLP	ABNFM8868N
109	OCEANCITY REALTORS LLP	AAGFO8802N
110	PAINTSKY ESTATE LLP	AAAYFP6223G
111	RARESKIES REALTORS LLP	ABBFR2171H
112	ROOFCROWN REALCON LLP	ABBFR2013A
113	SANDMOON DEVELOPERS LLP	AEDFS7062R
114	SCHEPPERS REALTORS LLP	AEDFS7767M
115	SKYDELUXE PROMOTERS LLP	AEDFS4442K
116	SKYSWEET PROMOTERS LLP	AEDFS7063Q
117	SKYTERRACE BUILDCON LLP	AEDFS4431E
118	SKYVENUS REALTORS LLP	AEDFS7673A
119	SPACEROOF REALCON LLP	AEDFS4440M
120	STARSPHERE REALTORS LLP	AEDFS4428R
121	STARTERRACE REALTORS LLP	AEDFS4429Q
122	SWEETKEY ESTATE LLP	AEDFS4430F
123	SWEETPALM REALTORS LLP	AEDFS4438P
124	SWEETTERRACE PROMOTERS LLP	AEDFS4436D

<b>Sl. No.</b>	<b>Owners Name</b>	<b>PAN</b>
125	TOPTERRACE ESTATE LLP	AAQFT1896D
126	TOWNRISE BUILDCON LLP	AAQFT1984N
127	SWEETKEY REALTORS LLP	AEDFS7059G
128	ADENMEAD DEVELOPERS LLP	ABPFA7233H
129	APTIRO BUILDERS LLP	ABPFA7232G
130	BARROW REALTORS LLP	AAVFB4120D
131	BIRCHBURY HIRISE LLP	AAVFB3583A
132	BLUE PEAKS BUILDERS LLP	AAVFB3071F
133	BUILDNEST COMPLEX LLP	AAVFB3584H
134	CITYMOOR DEVELOPERS LLP	AAOFC7655F
135	DEFSON DEVELOPERS LLP	AAQFD3399D
136	DENTOTA COMPLEX LLP	AAQFD3400K
137	DOMESCA PROMOTERS LLP	AAQFD3395R
138	DOVIMO BUILDERS LLP	AAQFD3398C
139	DREAMBRICKS BUILDERS LLP	AAQFD3396N
140	FLATDELUXE DEVCON LLP	AAGFF7292R
141	HALF CIRCLE TOWERS LLP	AAMFH4976L
142	HERRINGBONE INFRACON LLP	AAMFH4196C
143	HIGH SAIL PROMOTERS LLP	AAMFH4362G
144	HIGHREALTY PROMOTERS LLP	AAMFH4091G
145	HIGHREX REALTORS LLP	AAMFH4771M
146	HOMECROWN INFRAPROPERTIES LLP	AAMFH4096B
147	HOMEMOVER BUILDCON LLP	AAMFH4363H
148	HOMEPAD REALTORS LLP	AAMFH4261L
149	HOMEPLAN HIRISE LLP	AAMFH6904Q
150	HOMEROOF ESTATES LLP	AAMFH4364A
151	HOMESPHERE BUILDERS LLP	AAMFH4668P
152	HOSTHOME BUILDERS LLP	AAMFH4197D
153	HOUSEBRICKS CONSTRUCTORS LLP	AAMFH4365B
154	HOUSEMOVER REALTORS LLP	AAMFH4366C
155	KINGION BUILDERS LLP	AAVFK1251C

<b>Sl. No.</b>	<b>Owners Name</b>	<b>PAN</b>
156	LANDBEAN DEVELOPERS LLP	AAIFL4437C
157	LARKSPUR DEVCON LLP	AAIFL4114E
158	HOMERLEY DEVELOPERS LLP	AAMFH4030K
159	HOUSEDGE CONSTRUCTION LLP	AAMFH4031J
160	KEEP CASTLE REAL ESTATE LLP	AAVFK1157B
161	LENDBURY INFRAPROPERTIES LLP	AAIFL4113D
162	LUSH TOWERS LLP	AAIFL4014H
163	LUXERIOR DEVELOPERS LLP	AAIFL4242P
164	MODERNIVA PROMOTERS LLP	ABMFM2321H
165	MORNINGVALE DEVELOPERS LLP	ABMFM2147H
166	NEST ASSET REALTORS LLP	AAQFN8048M
167	NEWLEIGH DEVELOPERS LLP	AAQFN8050M
168	NEXOVRT CONCLAVE LLP	AAQFN8457Q
169	NEXOVRT ESTATES LLP	AAQFN8049L
170	NINTHQUARTER PROMOTERS LLP	AAQFN8458B
171	OAKSIDE REALTY LLP	AAGFO5987Q
172	OCEAN WOOD PROMOTERS LLP	AAGFO6093H
173	ONI ESTATE LLP	AAGFO5986R
174	PERING DEVELOPERS LLP	AAXFP7837K
175	PICKET DEVELOPERS LLP	AAXFP8383L
176	PRIMDALE ESTATES LLP	AAXFP7927J
177	RARESKIES DEVELOPER LLP	ABAFR1494E
178	RAVISHING REALTY LLP	ABAFR1493D
179	REALTOVA CONSTRUCTION LLP	ABAFR2060E
180	REGALESTATE PROMOTERS LLP	ABAFR1591G
181	RELTIC BUILDERS LLP	ABAFR1590H
182	RISEONIC BUILDERS LLP	ABAFR2062G
183	ROOMANCY COMPLEX LLP	ABAFR2059R
184	SAGENTUS TOWERS LLP	AEAFS3089R
185	SATHVIK CONSTRUCTION LLP	ADZFS6291H
186	SEA PALM BUILDERS LLP	ADZFS7915E

<b>Sl. No.</b>	<b>Owners Name</b>	<b>PAN</b>
187	SIMPLEKEY REALCON LLP	ADZFS8567Q
188	SUMMERMEAD DEVELOPERS LLP	ADZFS6292E
189	SWANSGEEN DEVELOPERS LLP	ADZFS6293F
190	TUSTI INFRASTRUCTURE LLP	AAPFT4025M
191	UDAYA INFRASTRUCTURE LLP	AAGFU1047H
192	UPNVETA BUILDERS LLP	AAGFU1048J
193	UPSIDE REALTORS LLP	AAGFU1082N
194	WHICHWOOD NIWAS LLP	AADFW2798J
195	XELVA HIRISE LLP	AAAFX3147P
196	YASHILA DEVELOPERS LLP	AACFY4318B
197	SEQUOIA TOWERS LLP	ADZFS8566R

Owner No. 1 is a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 1, Netaji Subhas Road, Kolkata- 700001, Owner Nos.2-33 are Limited Liability Partnership Firms incorporated under the provisions of the Limited Liability Partnership Act, 2008, all having their registered office at 113, Netaji Subhas Road, Kolkata – 700001, Owner Nos.34-58 are Limited Liability Partnership Firms incorporated under the provisions of the Limited Liability Partnership Act, 2008, all having their registered office at 113B, Manohar Das Street, Kolkata – 700007, Owner Nos.59-74 are Limited Liability Partnership Firms incorporated under the provisions of the Limited Liability Partnership Act, 2008, all having their registered office at 193/1, M. G. Road, Kolkata-700007, Owner Nos.75-94 are Limited Liability Partnership Firms incorporated under the provisions of the Limited Liability Partnership Act, 2008, all having their registered office at 5, JBS Halden Avenue, Kolkata – 700105, Owner Nos. 95-127 are Limited Liability Partnership Firms incorporated under the provisions of the Limited Liability Partnership Act, 2008, all having their registered office at 6/1/B, Kumarpara Road, Liluah, Howrah – 711204, Owner Nos.128-157 are Limited Liability Partnership Firms incorporated under the provisions of the Limited Liability Partnership Act, 2008, all having their registered office at Diamond Harbour Road, Joka, South 24 Pgns, Pin-700104 and Owner

Nos.158-197 are Limited Liability Partnership Firms incorporated under the provisions of the Limited Liability Partnership Act, 2008, all having their registered office at Kamduni More, Rajarhat, North 24 Parganas-700135, all being represented by their Authorised Signatory Mr. ...., son of ....., residing at ....., hereafter collectively called the "**Owners**", (which term or expression shall, unless excluded by or repugnant to the subject or context or meaning thereof, mean and include their successors, successors in interest, and/or assigns) of the **First Part**

- A N D -

**DTC Projects Private Limited, [PAN AAECs1016K]**, a company within the meaning of the Companies Act, 1956 and having its registered office at 1, Netaji Subhas Road, Kolkata – 700 001, represented by **Mr. ....**, [PAN .....] son of ....., by faith Hindu, by occupation Service, working for gain at 1, Netaji Subhas Road, Kolkata-700 001, duly authorised by the Board Resolution dated \_\_\_\_\_, hereinafter referred to as the '**Promoter**' (which term or expression shall, unless repugnant to or inconstant with the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns) of the **Second Part**

- A N D -

**Mr. ....**, son of Mr. ...., (PAN ....., Aadhar No. ....& Mobile No. ....) by faith Hindu, by occupation ..... and **Mrs. ....**, wife of Mr. ...., (PAN ....., Aadhar No. .... & Mobile No. ....) by faith Hindu, by occupation ..... both residing at ....., P.O - ....., P.S - ..... hereafter collectively called the "**Allottees**", (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her/their respective heirs, executors, administrators, successors-in-interest and permitted assigns) of the **Fourth Part**.

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

**DEFINITIONS:**

For the purpose of this Deed of Conveyance, unless the context otherwise requires, -

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

**WHEREAS:**

- A. Irrespective of the number of the Allottees and irrespective of their gender, they have been referred to herein in singular number and in neutral gender.
  
- B. The Owners are the absolute and lawful owners of the land admeasuring **18.97 Acres** (equivalent to 1897 Decimals), more or less, more fully mentioned and described in **FIRST SCHEDULE** hereunder written and marked in '**RED**' in the annexed **PLAN-A**, and hereinafter referred to as the "**Larger Land**", and some owners out of the Owners and their associates are the absolute and lawful owners of the contiguous land hereinafter referred to as the "**Further Land**", as reflected in the Sanctioned Plan and shall be integrated as part of the existing project/s on the Larger Land or any part thereof upon the discretion of the Promoter. The devolution of title of the Owners in respect of the Larger Land is detailed in the **SECOND SCHEDULE** hereunder written.

- C. By a Joint Development Agreement dated 31.07.2025 made between the Owners, therein referred to as the Owners of the One Part, and the Promoter, therein referred to as the Promoter of the Other Part, and registered with the Additional Registrar of Assurance – II, Kolkata in Book No. I, Volume No. 1902-2025, Pages 428117 to 428229, Being No. 190209192 of the year 2025, the Owners therein appointed the Promoter/Promoter therein to develop the Larger Land in different phases comprised of multi-storied apartments, villas, recreational centre and other such necessary amenities and facilities as may be decided by the Promoter, on the terms and conditions mentioned therein.
- D. The Owners and the Promoter represent that, a certain portion of land admeasuring **2.42 Acres** (equivalent to 242 Decimals), more or less and hereunder written and hereinafter referred to as the “**Said Road**”, more fully mentioned and described in **THIRD SCHEDULE** hereunder written and as more particularly demarcated in **PLAN A** and shown thereon in colour ‘**BROWN**’, out of the Larger Land, constitutes an existing road used for the purpose of *ingress* to and *egress* for all the owners of the Larger Land along with the Further Land.
- E. The Owners and the Promoter do hereby jointly and severally represent, warrant, confirm, and declare that another road, more particularly delineated in **PLAN A** and shown thereon in the colour “.....”, constitutes an existing and established Arterial road. The said road has been and shall continue to be used for the purposes of ingress to and egress from the Larger Land along with the Further Land and shall be available for such ingress and egress to and for the benefit of all owners of the Larger Land along with the Further Land, in common with all other persons lawfully entitled in terms of the Agreement dated 10<sup>th</sup> February 2023, registered at A.R.A-II, in Book No. 1, CD Volume No. 1902-2023, Pages from 64357 to 64434, Being No. 190201791 for the year 2023, subject always to the terms and conditions mentioned in the said

Agreement and other applicable laws, regulations, and customary rights, if any.

- F. The Owners and the Promoter have decided to develop a demarcated portion of the Larger Land, i.e. **14.60 Acres**,) (equivalent to 1460 Decimals) more or less, more particularly described in the **FOURTH SCHEDULE** hereunder written, and more fully delineated or demarcated on the **PLAN-A** annexed hereto and thereon, and hereinafter referred to as the “**Project Land**”, after excluding the Said Road and a portion of the Larger Land, admeasuring **1.94 Acres** (equivalent to 194 decimals), decimals, more or less, more fully mentioned and described in the **FIFTH SCHEDULE** hereunder written, more fully delineated or demarcated on the **PLAN-A** annexed hereto and thereon bordered ‘**GREEN**’, and hereinafter referred to as the “**Excess Land**”. The Project Land will be developed with multi-storied apartments, villas, recreational centre and other such necessary amenities and facilities in several phases.
- G. The Owners and the Promoter in future may develop the Excess Land and the Further Land (hereinafter referred to as the “**Future Development Land**”). The Future Development may come up with multi-storied apartments, villas, recreational centre, commercial units and/or such other development with such necessary infrastructure, amenities and facilities in the manner and at time as may be decided by the Owners, the owners of the Further Land and the Promoter and approved by the concerned authority(ies) in single phase or multiple phases.
- H. The Owners and the Promoter have earmarked respective portions of the Larger Land, comprised of Project Land, Said Road, Excess Land and the Future Development Land in the manner as follows:
- i) Land admeasuring **8.57 Acres** (equivalent to 857 Decimals), more or less, more particularly described in the **SIXTH SCHEDULE** hereunder written, and more fully delineated or demarcated on the

**PLAN-A** annexed hereto and thereon bordered '**ORANGE**' , and hereinafter referred to as "**Group Housing Land**", for executing a project, hereafter referred to as the "**Said Group Housing Project**" / "**DTC Downtown**". The Said Group Housing Project is to have residential buildings and each of which will consist of separate and self-contained enclosed spaces, hereafter called the "**Apartment**" and the Apartment along with a Car parking space allotted in respect of the same shall be considered as one single unit. The Said Group Housing Project shall be constructed in several phases, each phase having separate common areas, amenities and facilities, along with separate common areas, amenities and facilities for the Said Group Housing Project. The common areas, amenities and facilities (a) comprised in Said Phase are more fully mentioned and described in the **EIGHTH SCHEDULE** hereunder written, and hereinafter referred to as the "**Said Phase Common Areas and Facilities**", and (b) comprised in the Said Group Housing Project are more fully mentioned in the **NINTH SCHEDULE** hereunder written, and hereinafter referred to as the "**Said Group Housing Project Common Areas and Facilities**";

Said Phase Common Areas and Facilities and the Said Group Housing Project Common Areas and Facilities shall hereafter collectively be referred to as the "**Said Common Areas and Facilities**".

- ii) Land admeasuring **6.03 Acres** (equivalent to 603 Decimals), more or less, more fully mentioned and described in the **TENTH SCHEDULE** hereunder written, and more fully delineated or demarcated on the **PLAN-A** annexed hereto and thereon bordered '**BLUE**' , and hereinafter referred to as "**Row Housing Land**", for executing a separate project, hereafter referred to as the "**Said Row Housing Project / DTC Embassy**". The Said Row Housing Project

is to have separate villas or row houses and each of which will consist of separate and self-contained enclosed spaces, hereafter called the "**Villa**" and the Villa along with a Car parking space allotted in respect of the same shall be considered as one single unit, hereinafter called the "**Villa Unit**". The Said Row Housing Project shall also be constructed in several phases, each Phase having separate common areas, amenities and facilities, to be used and enjoyed exclusively by the respective owners of Villa Units of such Phase, comprised in the Said Row Housing Project, along with separate common areas, amenities and facilities for the Said Row Housing Project;

- iii) The Future Development Land shall be reserved for undertaking and /or executing an independent real estate project, which may be developed either as a single, integrated development or in one or more phases, in accordance with applicable laws, statutory approvals, and market considerations; and
- iv) The Said Road shall be a common access road intended for ingress and egress and shall be used jointly and non-exclusively by all owners of units in the Said Group Housing Project, the Said Row Housing Project, and by the owners, occupants, and users of all saleable spaces in the project or projects that may be constructed on the Future Development Land, subject to such reasonable rules and regulations as may be framed for its use, maintenance, safety, and management.
- i. The owners of the Villa Units forming part of several phases of the Said Row Housing Project, as well as the owners, occupants, and users of all saleable spaces in the project or projects that may be constructed on the Future Development Land, shall be entitled, on a non-exclusive basis, to access, use, and enjoy the Said Group Housing Project Common Areas and Facilities, in common with other entitled users, subject always to the

terms, conditions, rules, and regulations governing such common areas and facilities as may be prescribed from time to time without any objection, obstruction, demur of the allottees of the Said Group Housing Project.

- J. The Owners and the Promoter, thereafter, mutually decided and undertook the development of first Phase of the Said Group Housing Project (hereafter referred to as the “**Said Phase**”) on the land admeasuring **4.50 Acres** (equivalent to 450 Decimals) more or less, more particularly described in the **SEVENTH SCHEDULE** hereunder written, as demarcated on **PLAN – A** annexed hereto (“**Phase Land**”), being a portion of the Group Housing Land, for the purpose of construction of residential apartments and comprised of multi-storied apartment buildings, along with all appurtenant and ancillary common areas and facilities, including but not limited to access ways, amenities, services, and infrastructure, forming part of the Said Phase Common Areas and Facilities, to be used and enjoyed in accordance with the terms herein and applicable law.
- K. The manner in which the Said Group Housing Project is being executed is detailed in the **ELEVENTH SCHEDULE** hereunder written.
- L. The Allottee acknowledged and confirmed that he/she/it clearly understood and was fully aware of the overall development scheme of the Larger Land along with the Further Land (“**Said Scheme of Development**”), including the phased development structure as mentioned hereinabove and with such understanding and knowledge, and thereafter, the Allottee voluntarily approached the Promoter for the purpose of purchasing and/or acquiring a residential Unit in Said Phase.
- M. The Promoter has obtained the sanctioned plan being No. 148 dated 15-01-2026 (“**Sanctioned Plan**”) from the office of North 24 Parganas Zilla Parishad and approvals for Said Phase and also the Apartment. The

Promoters agree and undertake that they shall not make any changes to these Approved Plan except in strict compliance with Section 14 of the Act and other laws as applicable.

- N. The Promoter duly applied for registration of Said Phase before the West Bengal Real Estate Regulatory Authority under the relevant provisions of the Act vide Registration No. .... as a real estate project which is to be completed by .....
- O. The Allottee applied for allotment of a Unit in Said Phase and has been allotted the Apartment in the **Block/Building** along with the right to use a parking space(s) ("**Said Car Parking Space**"), being a parking space as mentioned in as mentioned in **THIRTEENTH SCHEDULE** hereunder written, to be developed in accordance with the Specifications as mentioned in **TWELFTH SCHEDULE** hereunder written, **TOGETHER WITH** the undivided and impartible share in the land beneath the Building **AND TOGETHER WITH** the right of use of Said Phase Common Areas and Facilities (in common with all other allottees of Said Phase) and Said Group Housing Project Common Areas and Facilities (in common with all other allottees of Group Housing Project, Row Housing Project and allottees of land comprised in the Future Development Land), as and when they are constructed or made ready and fit for use according to the Promoter. The layout of the Apartment is delineated in **RED** colour on the **PLAN – B** annexed hereto.
- P. By an Agreement dated ....., ("**Said Agreement**") made between the Owners, therein also referred to as the Owners of the First Part, the Promoter, therein also referred to as the Promoter of the Second Part, and the Allottee, therein also referred to as the Allottee of the Third Part, and registered with the ....., Kolkata, in Book No. I, Volume No. ...., Pages ..... to ....., Being No. .... for the year ....., the Owners and the Promoter therein, at and for the Total Price therein mentioned, agreed to sold, conveyed and transferred, unto and to the

Allottee therein, **ALL THAT** the Apartment, along with the right to use the Said Car Parking Space **Together With** the undivided and impartible share in the land beneath the Building **And Together With** the right of use of Said Common Areas and Facilities (in common with all other allottees of Group Housing Project, Row Housing Project and allottees of land comprised in the Future Development Land), on the terms and conditions mentioned and agreed thereunder.

- Q. The Allottee, by executing the Said Agreement, accepted, agreed, confirmed and acknowledged all the terms and conditions (including the Scheme of Development) set out in the Said Agreement and understood the mutual rights and obligations detailed therein.
  
- R. The Allottee hereby declares that he/she/it has or has caused to be examined, enquired and/or verified *inter alia*, the rights and titles of the Owners and the rights of the Promoter to the Larger Land, the plan for the Said Phase and all the terms and conditions herein contained and only after being fully and totally satisfied about these, the Allottee is entering into this Deed of Conveyance and the Allottee hereby further undertakes not to ever raise any objection of whatsoever nature or kind in these regards.
  
- S. The Parties have gone through all the terms and conditions set out in this Deed of Conveyance and understood the mutual rights and obligations detailed herein.
  
- T. The Partial Completion Certificate or Completion Certificate in respect of the Said Phase has been granted by the ....., West Bengal on .....
  
- U. The Promoter had thereafter caused the carpet area of the Apartment to be measured whereupon the same was found to be the same as mentioned in the Said Agreement and the amount for which the

Apartment and the Said Car Parking Space, which shall together be considered as a Composite Unit, is now being sold by the Owners and the Promoter to the Allottee is the Total Price and is again mentioned in **FOURTEENTH SCHEDULE** and hereafter referred to as the "**Said Consideration**".

- V. The Allottee was duly informed of having obtained the Completion Certificate or the Partial Completion Certificate or the Occupancy Certificate or the Partial Occupancy Certificate, as the case may be, and offered to take possession of its Unit. Inasmuch as the Allottee is required to take possession of its Unit within three months from the date of the Completion Certificate or the Partial Completion Certificate or the Occupancy Certificate or the Partial Occupancy Certificate, the Allottee shall be deemed to have taken possession of the Apartment for all purposes on .....[Date]....., hereafter referred to as the "**Possession Date**".
- W. In pursuance of the above, this Deed of Conveyance is now being executed by the Owners and the Promoter in favour of the Allottee to give effect to the transfer by way of sale of the Apartment.

**NOW THIS DEED WITNESSES** as follows:

- I. **Sale:** In pursuance of the Said Agreement and in consideration of the Allottee having paid the entirety of the Said Consideration mentioned in **FOURTEENTH SCHEDULE** hereunder written and agreeing to observe and perform all the terms and conditions herein mentioned and also mentioned in the Said Agreement, the Owners and the Promoter do hereby sell, grant, convey and transfer, unto and in favour of the Allottee, **ALL THAT** the Apartment and the Said Car Parking Space, as more fully and particularly specified in the **THIRTEENTH SCHEDULE** hereunder written, **TOGETHER WITH** the undivided and impartible share in the

land beneath the Building **AND TOGETHER WITH** the right of use of Said Phase Common Areas and Facilities (in common with all other allottees of Said Phase) and Said Group Housing Project Common Areas and Facilities (in common with all other allottees of Group Housing Project, Row Housing Project and allottees of land comprised in the Future Development Land), as and when they are constructed or made ready and fit for use according to the Promoter, together with all easements, rights and appurtenances belonging thereto **AND TO HAVE AND HOLD** the Apartment absolutely and forever as its exclusive owner free from all encumbrances, *subject however to* the Allottee observing and performing all its specific covenants, stipulations, restrictions and/or obligations mentioned herein and also in the Said Agreement which shall be covenants running with the Apartment and the Said Car Parking Space in perpetuity.

**II. Acceptance and Acknowledgement:** The Allottee doth hereby, agree, accept, confirm and covenant with each of the Owners and the Promoter as follows:

**(a) Observance of all terms and conditions mentioned in this Deed and also in the Said Agreement:** The Allottee covenants to duly, strictly, and at all times observe, perform, and comply with all the terms, conditions, covenants, stipulations, and obligations contained in this Deed as well as in the Said Agreement, in their entirety in letter and spirit, and further confirms, ratifies, and re-affirms all consents, authorizations, powers, and authorities granted to the Owners and/or the Promoter under the Said Agreement, which shall remain valid, binding, and enforceable in full force and effect at all times.

**(b) Inspection of Plan, Fixtures, Fittings:** The Allottee has, *inter alia*, inspected, perused and/or verified:

- (1) All the documents relating to the title of the Owners to the Larger Land.
- (2) All the documents, inter alia, the Development Agreement and the Power of Attorney, relating to the right of the Promoter to execute the Said Group Housing Project.
- (3) The plan of the Apartment of the Allottee, the Building and the Said Phase as sanctioned by the Sanctioning Authority.
- (4) The construction and workmanship of the Building and the Apartment of the Allottee and the condition and description of all the fixtures and fittings installed and/or provided therein and also as to the amenities and facilities appertaining to the Apartment.
- (5) The measurement of the Carpet Area of the Apartment of the Allottee.
- (6) The Said Car Parking Space.

**(c) Satisfaction:** The Allottee hereby declares that it is fully satisfied with all the above and shall never raise any objection with regard to any of the above.

**(d) Said Phase Common Areas and Facilities:** The Allottee has duly and satisfactorily understood the scope, layout, nature, and extent of the common areas and facilities forming part of Said Common Areas and Facilities including their use, access, and limitations, and has accepted the same without any reservation or objection, as more fully mentioned in the Said Agreement.

**(e) Said Group Housing Project Common Areas and Facilities:** In case the Owners add any further land, pursuant to the Scheme of Development to be part and parcel of the said project, the Allottee shall allow unhindered access to the Promoter and their men, and agents over and/or through the Said Group Housing Project Common Areas and Facilities for the constructional works thereon and, after completion thereof, at the discretion of the Promoter, the Promoter can make the

common portions and facilities of such additional areas form part of the Said Group Housing Project Common Areas and Facilities and the existing Unit owners and/or occupiers of the Said Group Housing Project and the Said Row Housing Project as also those of the Future Development Land, will use and enjoy such expanded Said Group Housing Project Common Areas and Facilities in common with each other.

**(f) Limited Common Areas & Facilities:** In the event the Promoter reserve and allot any part or portion of the Said Group Housing Project Common Areas and Facilities for the Allottee of any Unit in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972, the Allottee shall not raise any objection thereto.

**(g) Possession:** At or before execution hereof, the Allottee has been handed over actual physical possession of the Apartment.

### **III. Association and Federation:**

(a) The Promoter shall cause to be incorporated, constituted, and registered the Association of Apartment Owners and/or the Federation, as applicable, strictly in accordance with the provisions of the applicable Apartment Ownership Act, 1972 and the Real Estate (Regulation and Development) Act, 2016 (RERA), and the rules and regulations framed thereunder, and shall take all such steps, execute all documents, and do all acts and deeds as may be necessary to ensure the lawful and effective formation and functioning thereof.

(b) The Phase Association and/or the Federation, as the case may be, shall ultimately be in charge of and be responsible for the management and maintenance, including the upkeep, hereafter referred to as the "**Maintenance**", of the Said Common Areas and Facilities, and other

common areas and facilities that may be added later by the Promoter as per the Said Agreement, as the case may be.

- (c) In respect of the Phase Association and/or the Federation, as the case may be, the Allottee shall:
- (1) Accept, without any objection of any nature whatsoever, the rules and regulations of the Association concerned, hereafter called the "**Association Rules**".
  - (2) Diligently observe, perform and abide by all the Association Rules.
  - (3) Co-operate with the Association concerned and its other members in all activities.
  - (4) Pay all the charges, costs and/or fees as be levied by the concerned Association and/or Federation for the Maintenance, hereafter referred to as the "**Maintenance Charge**", that will be levied upon the Allottee from time to time, at the rates and within the due dates for payment as be fixed by the concerned Association and/or Federation, as the case may be.
  - (5) Bear and pay pro-rate share of any legal, statutory and/or incidental costs that the concerned Phase Association and/or Federation may have to bear for any act relating to the Maintenance.
  - (6) The Allottee shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Allottees shall be liable to pay interest @2% per mensem on the due amounts and if such default shall continue for a period of three months then in that event the Allottee shall not be entitled to avail of any of the facilities, amenities and utilities provided in the

Said Common Areas and Facilities, and other common areas and facilities that may be added later by the Promoter as per the Said Agreement, as the case may be, and the Promoter/Association/Federation, as the case may be shall be entitled to take the following measures and the Allottee hereby consents to the same:

- (i) not to allow the usage of lifts, either by Allottee, his/her/their family members, domestic help and visitors;
- (ii) to discontinue the facility of DG Power back-up;
- (iii) to discontinue the usage of all amenities and facilities provided in the said project to the Allottee and his/her/their family members/guests;
- (iv) the Promoter / Association/Federation as the case may be shall be having lien on the Apartment for such unpaid amount of Maintenance Charges; and
- (v) the above-said discontinuation of some services and facilities shall not be restored until such time the Allottee has made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Promoter/Association/Federation to realize the due amount from the Allottee.

#### **IV. Club:**

- (a) An existing club ("**Said Club**") is situated outside the Said Group Housing Project and does not form part of the Project Land or the common areas and facilities of the Said Group Housing Project or any phase thereof. The Said Club namely "**ATLAS**" is owned, operated and managed by M/s Welkin Dealers Private Limited and others (hereinafter referred to as the "Club Owners"), and neither the Owners nor the Promoter have any ownership, management or operational control over the same.

- (b) The Allottee further acknowledges that membership of the Said Club is not an automatic or inherent right arising out of purchase of the Apartment and the Said Car Parking Space and shall be subject to the rules, regulations, terms, conditions and admission policies of the Said Club authorities, including approval of membership applications at their sole discretion.
- (c) The Allottee may, if desirous, independently apply for membership of the Said Club, and all membership fees, deposits, subscriptions, usage charges and other amounts payable in respect thereof shall be paid directly by the Allottee to the club authorities. The club authorities shall have the final authority to take any decision relating to the membership of the Said Club.
- (d) The Allottee agrees and acknowledges that the Promoter shall have no obligation or liability in respect of admission, continuation of membership, services, facilities, maintenance or functioning of the Said Club.

**V. Community Hall:**

- (a) Use the Community Hall, comprised in the Said Group Housing Project Common Areas and Facilities, for small functions of Allottee's family or for the meeting of Apartment Owners or for the use of any function/meeting by all the Apartment Owners of the Said Group Housing Project, Said Row Housing Project and/or the owner and/or occupier of the Future Development Land. Although the Community Hall will be provided with a Pantry/Kitchen, however, it shall be used only for warming of the pre-cooked food or final dressing of the food etc. and for the safety purpose, in no circumstances, the full-fledged cooking shall be allowed.

- (b) Not to use the Community Hall for weddings/religious festivals, or any ceremonial rite that require lighting up of a fire /spraying of color/sacrifice of animals, within and outside the community hall.
- (c) Not to use or permit the use of any loud speakers beyond the time limit and confines of the Community Hall.
- (d) Not to use the said hall, and any other covered/ enclosed area of the said project for sprinkling or spraying of colour and paints/lighting up of fire /sacrifice of animals during any festival, but to celebrate the same, in the outdoor areas of the premises, if and as may be allowed by the Promoter/ Association as the case may be, and only in the area as may be designated by them, provided however, that such celebrations shall not be continued beyond 8 p.m. and music, if any played, will be within tolerable limits, so as no objection is raised from any other occupants.

**VI. Maintenance of the Common Portions:** The Promoter shall carry out the Maintenance of the Said Common Areas and Facilities till such time the Phase Association and/or Federation, as the case may be, is formed and it may do so either directly or by engaging one or more agencies. After the formation of the Phase Association/Federation, the Promoter shall hand over the maintenance to the Phase Association and/or Federation, as the case may be. In case the Promoter has been carrying on the Maintenance, or any part or portion thereof, through one or more agencies, such agencies shall automatically come under the Phase Association. Upon formation of the Federation, it will take over the Maintenance, and the agencies shall also come under it.

**VII. Maintenance Charge:** The Allottee shall pay the Maintenance Charge from the Possession Date. The rate of the Maintenance Charge at any given point of time will be fixed on the then prevailing market prices, costs and/or rates. The Maintenance Charge and all other charges that the Allottee will be required to pay will be calculated on the Carpet Area

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

**VIII. Manner of Maintenance:** Till such time the Promoter is in charge of the Maintenance, the Allottee shall abide by such Rules and Bye Laws as be framed by the Promoter for Maintenance of the Said Phase Common Areas and Facilities, if completed, with such restrictions as be necessary and deemed fit by the Promoter.

**IX. Maintenance Security Deposit:** To secure the payment of the Maintenance Charge, at or before execution hereof, the Allottee has deposited the amount mentioned in **FIFTEENTH SCHEDULE** hereunder written being Rs.\_\_\_\_ per Square Feet of the Carpet Area of the Apartment of the Allottee for 12 (twelve) months hereafter referred to as the "**Maintenance Security Deposit**". In case the Allottee defaults to timely pay any payment whatsoever to be made by it to the Promoter, the Phase Association and/or the Federation, as the case may be:

- (a) The Promoter, the Phase Association and/or the Federation, as the case may be, shall be entitled to utilise such part or portion of the Maintenance Deposit to adjust any recoverable dues from the Allottee.

- (b) In the event, any part or portion of the Maintenance Security Deposit has to be utilized by the Promoter, the Phase Association and/or the Federation, as the case may be, the Allottee shall be bound to replenish the withdrawn amount within the time as demanded by the Promoter, the Phase Association and/or the Federation, as the case may be.
- (c) As and when the Maintenance Charge is increased, the Allottee shall be asked to pay such further sum towards the Maintenance Security Deposit so that at all material times it is equal to 12 (twelve) months Maintenance Charge for the Apartment and the Said Car Parking Space of the Allottee.
- (d) The Promoter shall transfer/hand over the Maintenance Security Deposit without any interest, after adjustment/recovery of any dues if any, to the Phase Association at the time of handing over the Maintenance to it.

**X. Sinking Fund:** For creation of a maintenance corpus for major repairs, renovation and/or reconstruction of any part or portion of the Said Group Housing Common Areas and Facilities and other common areas and facilities that may be added later by the Promoter as per the Said Agreement, and/or for similar other eventualities, hereafter referred to as the "**Sinking Fund**", at or before execution hereof the Allottee has deposited the amount mentioned in **SIXTEENTH SCHEDULE** hereunder written being Rs. \_\_\_ per Square Feet of the Carpet Area of the Apartment of the Allottee for 12 (twelve) months. The amount received as Sinking Fund, will be handed over without any interest to the Federation upon its formation after deducting therefrom the expenses, if any, incurred by the Promoter on account of any repairs, renovation and/or reconstruction of any part or portion of the Said Group Housing Common Areas and Facilities and other common areas and facilities that may be added later by the Promoter as per the Said Agreement. The Federation may ask the Allottee, along with all the other owners of the Units, to pay

such further sums, calculated on the carpet areas of their Units, towards the Sinking Fund if in its opinion the deposit in it should be increased.

**XI. Right to enter the Apartment for repairs:** The Promoter, the Phase Association and/or the Federation, as the case may be, shall have the unrestricted access rights to all common portions, covered parking spaces for providing necessary maintenance services. For providing Maintenance to the Phase common areas and facilities and to set right any defect in any portion thereof or any of the other Units in the Building, the Allottee agrees to permit the Promoter, the Phase Association or the Federation, as the case may be, to enter into the Unit of the Allottee or any part thereof, after due notice but during the normal working hours, unless the circumstances warrant otherwise.

**XII. Compliance with respect to the Apartment:** After taking possession of its Apartment, the Allottee shall:

- (a) Be solely responsible at its own costs and expenses to maintain the Apartment and keep it in good repairs and condition and shall not do or suffer to be done anything therein or in the Building or any part or portion thereof, including without limitation, its staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority.
- (b) Not make any changes or any additions or alterations to the Apartment and keep the same, its walls and partitions, electrical fittings, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition to ensure that the support, shelter etc. of the Building is not in any manner whatsoever damaged or jeopardized.
- (c) Not remove any wall, including the outer and load bearing walls of the Apartment.

- (d) Not separate, divide or partition its Apartment in any manner whatsoever.
- (e) Not put any sign board/name plate, neon light, publicity material or advertisement material etc. on any part or portion of the Building, or any other building or anywhere within the Said Group Housing Common Areas and Facilities and other common areas and facilities that may be added later by the Promoter as per the Said Agreement.
- (f) Not change the colour scheme of the outer walls or paintings of any portion of the Building or the windows or carry out any change whatsoever in the design of the Apartment of the Allottee that may cause any change anywhere in the Building.
- (g) Not store any hazardous or combustible goods in the Apartment or place any heavy material in the Apartment or anywhere in the common passages or staircase of the Building that may damage the structure of the Building.
- (h) Plan and have the electrical load in the Apartment distributed in such a manner that the same is in conformity with the electrical systems installed by the Promoter, the Phase Association or the Federation, as the case may be.
- (i) Not dry or allowed to be dried any clothes etc in the verandah or balcony of the Apartment, if it has one, in order to maintain the aesthetics of the Building.
- (j) Always keep the balcony or the verandah of the Apartment, if it has one, open and not cover it with glazed glass or grill or otherwise so as to enclose the space.

- (k) Not interfere with the elevation or façade of the Building and maintain the design intent of the architect of the Said Group Housing Project.
- (l) Not divide or separate nor claim division or separation of any part or portion of the Said Group Housing Common Areas and Facilities and other common areas and facilities that may be added later by the Promoter as per the Said Agreement, and use the same in common along with other occupants, in accordance with the Said Agreement without causing any inconvenience or hindrance to any of them.
- (m) Be solely responsible for any loss or damage arising out of breach of any of the aforesaid conditions.

**XIII.Promoter & Owners' Covenants:** The Promoter doth hereby covenant with the Allottee as follows:

- (a) **Receipt:** The Promoter has received the entirety of the Said Consideration mentioned in **FOURTEENTH SCHEDULE** for selling the Apartment and the Said Car Parking Space to the Allottee together with all other rights appurtenant thereof, all as mentioned in Clause I hereinabove, and the Promoter do hereby jointly and severally and by the Memo of Consideration below confirm, admit and acknowledge the receipt thereof and do hereby along with the Owners further release and relinquish all their respective rights, title and/or interests in the Apartment and the Said Car Parking Space in favour of the Allottee.
- (b) **Title:** The Owners and the Promoter have good right, full power and absolute authority to sell, transfer and convey the Apartment.
- (c) **Same Terms:** The Owners and the Promoter shall sell all the units in Said Phase with the same covenants and stipulations as herein contained which covenants will run in perpetuity with all the units of the Said Phase, to be observed and performed by their respective owners.

**(d) Defect Liability:** In the event of any structural defect or any other defect in the workmanship, quality or provision of services or any other obligations of the Promoter as per the Said Agreement is brought to the notice of the Promoter within a period of 5 (five) years from the Possession Date, the Promoter will rectify such defects without further charge *provided however*, neither of them shall be held liable or responsible for any defects and to rectify the same in circumstances as mentioned in the Said Agreement and also in any of the following circumstances:

- (1) If the Allottee has made any changes, modifications and/or alterations in the internal plumbing pipes and/or any fittings and/or fixtures, or the walls and/or the floor tiles of its Unit, then any defect in waterproofing, cracks in the plumbing pipes, and/or fittings and/or fixtures, the development of which can be directly or indirectly attributable to the changes so made including but not limited to any damage done during such interior work.
- (2) If the Allottee has made any changes, modifications and/or alterations in the electrical lines then any defect in the electrical lines that can, directly or indirectly, be attributable to the changes, modifications and/or alterations so made including but not limited to the damage to the concealed electrical wiring during interior work.
- (3) If the Allottee has made any changes, modifications and/or alterations to any of the doors, their fittings, and/or other related items of the Apartment, then any defect of such door, including its lock or locking system or alignments or any other related defects, that can be attributable directly or indirectly to the changes, modifications and/or alterations so made.

- (4) If the Allottee has made any changes, modifications and/or alterations to any of the windows, their fittings and/or other related items of the Apartment, then any defect of such window, its locks or alignment, or seepage from such a window or any other related defects which can be attributable directly or indirectly due to such changes, modifications and/or alterations.
- (5) If the Allottee has made any changes, modifications and/or alterations in the Apartment during execution of the interior decorations or fit-outs of the Apartment then defects like damp, hair line cracks, breakage of the floor tiles or other defects that can be attributable, directly or indirectly, to be in consequence of such alterations and/or changes.
- (6) If the damages are to any glass pane of the windows and/or louvers and/or any defects of the doors and/or windows, including without limitation their fittings like locks or locking systems or alignments, which can be attributed to have been caused due to any external impact or forces, other than the forces required to normally operate such doors and/or windows, or if cracks develop between the door frame and the wall due to impacts caused due to improper handling or external impact or forces.
- (7) If there are scratches or damages to the floor or wall tiles due to wear and tear or direct or indirect impact on the floor or the wall tiles.
- (8) If the waste pipes or waste lines from the basins or floor traps get choked due to accumulation of garbage or dust or otherwise due to improper usage or maintenance.
- (9) If the damage is of a nature attributable to installation of air-conditioners, whether indoor or outdoor units, directly or indirectly.

- (10) Damages in pipelines or electrical lines during installation of any furniture or fixtures or any electrical installations or any other household equipments due to improper drilling or otherwise, whether directly or indirectly.
- (11) Any changes, modifications and/or alterations made in the openable/non-openable/balcony MS grills or the grills that are required to be maintained properly and are not done so.
- (12) Damages caused due to non-maintenance of such things or items or fittings or fixtures which require regular maintenance and which gets damaged due to such non-maintenance.
- (13) Normal cracks developing on the joints of brick walls and/or RCC beams and/or columns due to different coefficient of expansion and contraction of materials.
- (14) If the defect in the materials, fittings, equipments, and/or fixtures provided are owing to any manufacturing defect or for not proper maintenance thereof or changes made by the Allottee is not in the manner in which the same are required to be maintained or changed, as the case may.
- (15) If the defect is certified by the Architects or the concerned structural engineers for the Said Project to be not manufacturing defects and/or not arising due to bad workmanship and/or not due to bad quality of materials used.
- (16) The Promoter will not be liable to rectify any defect in the private garden area arising out of soil filling or any other such act done by the allottee on the concrete flooring of the private garden of their Unit.

- (17) If the Allottee has used the Apartment for any purposes other than residential.

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

#### **XIV. Allottee's Covenants:**

- (1) The Allottee do hereby agree, accept and covenant with each of the Owners and the Promoter all the Covenants mentioned in the Fifteenth Schedule of the Said Agreement:
- (2) The Allottee do hereby further agree, accept and covenant with each of the Owners and the Promoter as follows:
- (a) Objection:** The Allottee shall not ever hereafter raise any objection and/or complaint whatsoever regarding without limitation about the designs, layout, accommodation, specifications, fittings and fixtures in the Apartment or any part or portion thereof, the amenities, utilities and/or facilities provided therein and/or in the Building, Said Common Areas and Facilities, and other common areas and facilities that may be added later by the Promoter as per the Said Agreement, as the case may be, or the carpet area of the Apartment.
- (b) Apportionment:** The Allottee shall not question any apportionment of the Maintenance Charge or any other expense or matter on the basis of the Carpet Area of the Apartment.

- (c) **Further Development:** The Allottee has fully comprehended and is aware that further constructional works will have to be carried on for the other Phases and on the Further Land, if any, and for that purpose, while such construction will be in progress, the Allottee shall not raise any objection of any nature or kind whatsoever.
- (d) **Permission for further Construction:** In furtherance to the Said Agreement, the Allottee hereby specifically grants each of the Owners and the Promoter the right, power and authority and consents to the Owners and Promoter for amalgamating further areas to the Project Land and the Said Group Housing Project, in accordance with the Said Agreement, and make further constructions in such amalgamated added areas using the FAR for the entire area, that is, the totality of the Project Land and the lands amalgamated to it and hereby declares that it shall never claim any right, title and/or interest over or in respect of any such additional constructions that the Owners and the Promoter or any of them, may make in the areas that will be amalgamated to the Project Land and the Allottee shall not obstruct in any manner whatsoever to such construction work by obstructing the passage of men, materials, servants and/or vehicles engaged for carrying on such construction work or by any other means whatsoever.
- (e) **Parking:** The Allottee shall park its car at the Said Car Parking Space which the Promoter shall earmark within the Said Group Housing Project and shall not disagree to do so or oppose the decision of the Promoter in this regard or disagree to park at the place stipulated by the Promoter.
- (f) **Utilities:** The Allottee grants specific non-revocable authority to the Promoter and to the Phase Association and to the Federation, as the case may be, to decide the manner and place of laying the utilities

for the Group Housing Land including without limitation sewerage, electric lines, water pipes, cables and gas lines.

- (g) Purpose of Use:** The Allottee shall not use or allow to be used the Apartment or Said Car Parking Space, if any, or any parts or portions of either of these to be used for any office, club, meeting, conference hall, school, clinic, guest house, boarding/lodging house, catering place, restaurant or other public purpose or any other non-residential purpose but use the same only for residential purposes.
- (h) Car Park Restriction:** The Allottee shall not use or allow the Said Car Parking Space, if any, to be used for any other purpose but for parking of cars and sell the same only along with the Apartment *provided however* it may, with the prior permission of the Promoter, the Phase Association or the Federation, as the case may be, allow its temporary use to any person having an Unit in the Said Group Housing Project.
- (i) Change of Internal Layout:** The Allottee shall not make any structural addition or alteration in the Apartment without first obtaining due clearance/permission of the Sanctioning Authority and commence the work of such addition and/or alteration only after written permission from the Promoter or the Phase Association, as the case may be.
- (j) Exterior of its Unit:** The Allottee shall not change the external façade including position of the windows, exterior side of the main gate of the unit, colour scheme of the varandah or balcony of the Apartment, if there be one, nor the overall ambience of the Said Group Housing Project in any manner whatsoever.

- (k) Installations:** The Allottee shall not install any apparatuses including without limitation antennas, dish or otherwise, anywhere outside the Apartment, including its outer walls, without the prior written permission of the Promoter, the Phase Association or the Federation, as the case may be.
- (l) Private Garden:** The Allottee may do soil filling after proper water proofing on the concrete flooring in the private garden area, if any, of their concerned unit at its own cost and may make such plantation which will not cause nuisance to other allottees and/or the promoter. However, the allottee will not be allowed to make any structural changes in the private garden area.
- (m) Installation of Air Conditioners:** The Allottee shall not install air-conditioners anywhere in the Apartment except at the places earmarked therefore.
- (n) Heavy Goods:** The Allottee shall not keep any item of heavy load in the Apartment which may cause structural damage to the Building.
- (o) Signage of the Promoter:** The Allottee shall not in any manner whatsoever obstruct the Promoter and/or any of its agents from affixing its signage at the roof top of the Building and/or at any place of the Said Common Area, the cost of installation and the running electrical cost for which shall be borne and paid by Promoter and/or its agents.
- (p) Registration Cost for Common Portions:** Although the pro-rata shares of the land underneath the Building and the Said Common Areas and Facilities are hereby being transferred to the Allottee, upon formation of the Phase Association and/or Federation, as the case may be, it will be deemed that the right, title and interest to these have been transferred to that Association and/or Federation,

as the case may be. However, in the event the share of the Allottee in the land underneath the Building and in the Said Common Areas and Facilities are required to be separately transferred to the Phase Association and/or Federation by operation of any statute, the Allottee shall be bound to pay the pro-rata cost of Stamp Duty, Registration Fees and incidental cost for such registration.

- (q) Insurance Cost:** In the event any part or portion of Said Phase is to be insured, the cost of premium and other expenses for such insurance shall be included in the Maintenance Charge and the Allottee shall not object to the same.
- (r) Good Repairs:** The Allottee shall keep the Apartment and the Said Car Parking Space, if any, and every part thereof and all fixtures and fittings therein properly painted and in good repairs and in a neat, clean and decent condition and use the Said Common Areas and Facilities for the purpose for which it is meant unless otherwise approved by the Promoter or the Phase Association or the Federation, as the case may be.
- (s) Sign & Execute:** As and when called upon to do so, the Allottee shall execute and sign such forms, give such authorities and render such co-operation as may be required by any of Owners and the Promoter, the Phase Association or the Federation, as the case may be, for the common purposes and/or in the common interest of the Said Group Housing Project and/or in way in pursuance thereof.
- (t) Harm or Damage:** The Allottee shall not cause any harm or damage any part or portion of the Said Common Areas and Facilities or any of the other Units or the Building by making any modification and/or alterations and/or withdrawing any support or otherwise.

- (u) Accumulation:** The Allottee shall not throw, nor cause or allow accumulation of any dust, rubbish or other refuse or place any article or objects including Shoe Rack or any similar things in the Said Phase Common Areas and Facilities, save at the places earmarked therefore by the Promoter or the Phase Association.
- (v) Nuisance:** The Allottee shall not do or allow or permit to be done any act, whether of commission or omission, which may cause or likely to cause nuisance or annoyance to any of the occupiers of the Said Group Housing Project.
- (w) Affixing:** The Allottee shall not put up or affix any sign board, name plate or other things or other similar articles anywhere in the Said Phase Common Areas and Facilities or outside walls of the Building or any of the other buildings save at the places provided or approved therefore *provided however* that the Allottee shall not be prevented from displaying a small and decent name-plate outside the main door of the Apartment.
- (x) Storing:** The Allottee shall not keep, store, carry on or cause to be kept, stored or carried on any offensive, combustible, obnoxious, hazardous or dangerous articles in its Unit or anywhere in the Building or the Said Common Areas and Facilities that may be injurious or obnoxious to any occupier of the Said Group Housing Project.
- (y) Drawing of Wires:** The Allottee shall not affix, tamper or draw any wire, cable, pipe from, to or through any part or portion of the Said Phase Common Areas and Facilities or outside walls of the Building without prior approval of the Promoter or the Phase Association and in the event the Allottee draws any wires directly to the Apartment from outside the Building, all responsibilities for any consequences therefore will solely be that of the Allottee.

- (z) Question Payment:** The Allottee shall not question the quantum of any amount levied upon it for payment by the Promoter, the Phase Association or the Federation, as the case may be, on any account herein.
- (aa) Partition:** The Allottee shall not partition, cause or allow to be partitioned the Apartment for any reason whatsoever.
- (bb) Mutation:** The Allottee shall apply for and obtain at its/his/her own costs separate assessment and mutation of the Apartment in the records of appropriate authority within 06 (Six) months from the date of possession.
- (cc) Easements:** The Allottee shall not restrict the other occupiers of any of the other Units of the Building and, along with the owners of the other Units in the Building, allow each other the full and unrestricted enjoyment of the Said Phase Common Areas and Facilities.
- (dd) Preservation of Environment:** The Allottee for the general benefit of the environment, shall ensure that,
1. LED lighting should be used as much as possible inside the Apartment to reduce the consumption and wastage of electricity;
  2. Allottee shall keep the lights, fan and other electrical appliances in switch off position, as and when not required;
  3. Allottee should prefer to buy and use the electrical appliances with maximum star rating, which consumes less energy;
  4. Allottee should try to avoid the usage of A.C during the day hours, to avoid heat generation; and
  5. To reduce the water consumption, Allottee should use the foamer at the outlet of the tap.

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

**(ff) Mutual Covenants:** The Parties hereto shall abide by all laws, rules, regulations, notifications applicable to the Said Group Housing Project.

**THE FIRST SCHEDULE ABOVE REFERRED TO:  
(Description of the Larger Land)**

**ALL THAT** piece and parcel of land admeasuring **18.97 Acres** (equivalent to 1897 Decimals) more or less comprised in R.S. & L.R. Dag Nos. 833 and 884 under several khatians, lying and situated at Mouza- Kamduni, J.L. No. 188, P.S. – Rajarhat, North 24 Parganas, details of the Larger Land are as follows:

Dag No.	Area (in Decimal)
833	22.3
884	1874.58

and butted and bounded in the manner that is to say:

ON THE NORTH : By Dag No. 832

ON THE EAST : By Panchayat Road

ON THE SOUTH : By Dag No. 886/1033

ON THE WEST : By Dag No. 884 part

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

**THE SECOND SCHEDULE ABOVE REFERRED TO:  
(Devolution of title of the Larger Land)**

<b>DEED NO.</b>	<b>Owner Name</b>	<b>Area (in Decimal)</b>
12080/2023	EAST COMMERCIAL PVT LTD	0.61
12081/2023	EAST COMMERCIAL PVT LTD	0.61
12082/2023	EAST COMMERCIAL PVT LTD	0.61
12434/2022	SUKH NIVAS DEVELOPERS LLP	9.00
12435/2022	ACHAL NIVAS REAL ESTATE LLP	9.00
12436/2022	ACHAL NIVAS REALTORS LLP	9.00
12437/2022	ACHAL NIVAS BUILDCON LLP	9.00
12444/2022	ACHAL NIVAS INFRACON LLP	9.00
1326/2021	SKYSWEET ESTATE LLP	10.00
1327/2021	SKYDELUXE REALTORS LLP	10.00
1329/2021	SEAVILLA ESTATE LLP	10.00
1330/2021	SKYTERRACE BUILDCON LLP	10.00
1331/2021	SKYSWEET REALTORS LLP	10.00
1332/2021	SKYKEY REALTORS LLP	10.00
1333/2021	SKYKEY DEVELOPERS LLP	10.00
1334/2021	SKYDELUXE PROMOTERS LLP	10.00
1359/2021	SWEETPALM ESTATE LLP	3.33
1360/2021	VALLEYRISE REALTORS LLP	10.00
1361/2021	SCHEPPERS REALTORS LLP	10.00
1362/2021	SANDMOON DEVELOPERS LLP	10.00
1370/2021	STARTERRACE PROMOTERS LLP	10.00
1371/2021	STARSPHERE REALTORS LLP	10.00
1386/2021	SWEETPALM PROMOTERS LLP	10.00
1387/2021	SPACEROOF DEVELOPERS LLP	10.00
1388/2021	SPACEROOF REALCON LLP	10.00
1389/2021	STARSPHERE REALTORS LLP	2.50

1393/2021	DEFSON DEVELOPERS LLP	2.50
1394/2021	SWEETPALM ESTATE LLP	2.50
1395/2021	SEAVIBES PROMOTERS LLP	10.00
1398/2021	SWEETKEY ESTATE LLP	10.00
1401/2021	STARSPHERE DEVELOPERS LLP	7.50
1402/2021	XELVA REALTORS LLP	10.00
1404/2021	SWEETPALM REALTORS LLP	10.00
1406/2021	TOPTERRACE ESTATE LLP	10.00
1427/2021	FLATDELUXE REALCON LLP	10.00
1428/2021	GLORYDREAM DEVELOPERS LLP	10.00
1429/2021	GLORY CITY DEVELOPERS LLP	10.00
1430/2021	GREENTERRACE REALTORS LLP	10.00
1431/2021	GREENTERRACE PROMOTERS LLP	10.00
1432/2021	GLORYVALLEY ESTATE LLP	10.00
1436/2021	HAPPYDREAM REALTORS LLP	10.00
1437/2021	KEYCASTLE DEVCON LLP	10.00
1438/2021	HIGHREALTY REALTORS LLP	10.00
1439/2021	KEYTOWN BUILDCON LLP	10.00
1440/2021	KEYVENUS DEVELOPERS LLP	10.00
1441/2021	KEYTOWN REALTORS LLP	10.00
1442/2021	HOMEKEY REALCON LLP	10.00
1443/2021	KEYHEAVEN DEVELOPERS LLP	10.00
1444/2021	HOMEORCHID REALTORS LLP	10.00
1479/2021	BRICKSROOF REALTORS LLP	10.00
1481/2021	OCEANVIEW ESTATE LLP	10.00
1483/2021	OCEANCITY REALTORS LLP	10.00
1484/2021	MOONBUILD COMPLEX LLP	10.00
1485/2021	KEYVILLA BUILDCON LLP	10.00
1486/2021	KEYVENUS ESTATE LLP	3.33
1487/2021	OCEANKEY REALTORS LLP	10.00
1488/2021	MOONBUILD REALCON LLP	10.00
1490/2021	NEXABUILD PROMOTERS LLP	10.00
1510/2021	LANDBEAN REALTORS LLP	10.00
1512/2021	BRICKSROOF PROMOTERS LLP	10.00
1515/2021	KEYVILLA REALCON LLP	10.00
1536/2021	CASSIOPEA REALTORS LLP	10.00
1538/2021	ERIGERE DEVELOPERS LLP	10.00
1540/2021	ORCHIDKEY REALTORS LLP	10.00
1543/2021	CLOUDKEY PROMOTERS LLP	10.00
1544/2021	CROWNPEAK REALCON LLP	10.00
1547/2021	CROWNPEAK ESTATE LLP	10.00
1549/2021	AQUADREAM PROMOTERS LLP	10.00
1550/2021	DREAMRISE REALCON LLP	10.00

1552/2021	CROSSWELL ESTATES LLP	10.00
1554/2021	CROWNPEAK DEVELOPERS LLP	3.33
1555/2021	BRICKSROOF DEVCON LLP	7.97
1556/2021	BUILDGROWN REALCON LLP	10.00
1557/2021	ERIGERE REALTORS LLP	10.00
1559/2021	DREAMRISE DEVELOPERS LLP	10.00
1564/2021	HOMEAGE REALCON LLP	10.00
287/2021	KEYVENUS REALTORS LLP	10.00
287/2021	LUXERIOR REALTORS LLP	10.00
287/2021	MOON KEY REALTORS LLP	10.00
287/2021	PAINTSKY ESTATE LLP	10.00
287/2021	SANDMOON REALTORS LLP	10.00
289/2021	BARROW REALTORS LLP	10.00
289/2021	BIRCHBURY HIRISE LLP	8.33
289/2021	BUILDNEST COMPLEX LLP	10.00
289/2021	HOUSEBRICKS CONSTRUCTORS LLP	10.00
289/2021	NEWLEIGH DEVELOPERS LLP	10.00
289/2021	PRIMDALE ESTATES LLP	10.00
290/2021	ADENMEAD DEVELOPERS LLP	10.00
290/2021	HIGHREX REALTORS LLP	6.67
290/2021	HOMEPAD REALTORS LLP	10.00
290/2021	HOMEPLAN HIRISE LLP	10.00
290/2021	HOMEROOF ESTATES LLP	10.00
290/2021	HOSTHOME BUILDERS LLP	10.00
290/2021	HOUSEMOVER REALTORS LLP	10.00
290/2021	LUXERIOR DEVELOPERS LLP	10.00
290/2021	NEXOANT CONCLAVE LLP	10.00
290/2021	NINTHQUARTER PROMOTERS LLP	10.00
290/2021	OCEAN WOOD PROMOTERS LLP	10.00
290/2021	PICKET DEVELOPERS LLP	10.00
290/2021	ROOMANCY COMPLEX LLP	10.00
290/2021	SEA PALM BUILDERS LLP	10.00
290/2021	SIMPLEKEY REALCON LLP	10.00
290/2021	UPSIDE REALTORS LLP	10.00
3503/2021	CITYBRIGHT REALTORS LLP	10.00
3504/2021	PERING DEVELOPERS LLP	10.00
3505/2021	DOMESCA PROMOTERS LLP	10.00
3506/2021	LUSH TOWERS LLP	10.00
3507/2021	RELTIC BUILDERS LLP	9.17
3508/2021	LENDBURY INFRAPROPERTIES LLP	10.00
3509/2021	UDAYA INFRASTRUCTURE LLP	5.83
3511/2021	WHICHWOOD NIWAS LLP	10.00
3512/2021	CITYSKY REALCON LLP	10.00

3513/2021	RARESKIES REALTORS LLP	0.83
3515/2021	KEYTOWN DEVELOPERS LLP	10.00
3517/2021	TUSTI INFRASTRUCTURE LLP	10.00
3518/2021	STARTERRACE REALTORS LLP	3.66
3519/2021	CLOUDKEY REALCON LLP	2.00
3520/2021	HOMEORCHID PROMOTERS LLP	10.00
3521/2021	HOUSEEDGE CONSTRUCTION LLP	10.00
3522/2021	NEXOVALANT ESTATES LLP	3.33
3523/2021	CLOUDKEY ESTATE LLP	10.00
3524/2021	DREAMBRICKS BUILDERS LLP	10.00
3526/2021	RARESKIES DEVELOPER LLP	10.00
3527/2021	SUMMERMEAD DEVELOPERS LLP	10.00
3528/2021	LARKSPUR DEVCON LLP	10.00
3529/2021	ROOFCROWN PROMOTERS LLP	10.00
3531/2021	REALTOVA REALTORS LLP	10.00
3532/2021	UDAYA INFRASTRUCTURE LLP	4.00
3533/2021	KEYYCASTLE REALTORS LLP	10.00
3535/2021	CLOUDKEY REALCON LLP	2.50
3536/2021	OCEANKEY BUIDCON LLP	5.55
3537/2021	KEYHEAVEN REALTORS LLP	2.50
3538/2021	HOUSEEDGE DEVELOPERS LLP	10.00
3539/2021	VALLEYRISE DEVELOPERS LLP	3.00
3541/2021	HOMEROOF DEVELOPERS LLP	10.00
3542/2021	KEYHEAVEN REALTORS LLP	7.50
3543/2021	LANDBEAN DEVELOPERS LLP	10.00
3544/2021	CLOUDKEY REALCON LLP	3.33
3545/2021	GREENTERRACE ESTATE LLP	9.17
3546/2021	REGALESTATE PROMOTERS LLP	10.00
3547/2021	REALTOVA CONSTRUCTION LLP	10.00
3548/2021	NEST ASSET REALTORS LLP	10.00
3606/2021	TOWNRISE BUILDCON LLP	9.17
3608/2021	ROOMSPHERE REALTORS LLP	10.00
3609/2021	TOPTERRACE REALCON LLP	10.00
3610/2021	ROOMSPHERE DEVELOPERS LLP	10.00
3612/2021	TOWNVALLEY DEVELOPERS LLP	10.00
3614/2021	HOMEAGE PROMOTERS LLP	10.00
3615/2021	SWEETKEY REALTORS LLP	10.00
3620/2021	SEAVIBES REALTORS LLP	10.00
3622/2021	PAINTSKY REALTORS LLP	10.00
3623/2021	CLOUDKEY REALCON LLP	1.84
3624/2021	ROOFHEIGHT DEVELOPERS LLP	10.00
3625/2021	SEAVILLA REALCON LLP	10.00
3626/2021	VALLEYRISE DEVELOPERS LLP	6.66

3627/2021	ROOFCROWN DEVCON LLP	10.00
4496/2020	MOONHEIGHT ESTATE LLP	10.00
4496/2020	SKYTERRACE DEVELOPERS LLP	10.00
4498/2020	SATHVIK CONSTRUCTION LLP	10.00
4498/2020	SWANSGEEN DEVELOPERS LLP	10.00
4498/2020	UPNVETA BUILDERS LLP	10.00
4498/2020	SEQUOIA TOWERS LLP	10.00
4500/2020	OAKSIDE REALTY LLP	10.00
4500/2020	ONI ESTATE LLP	6.67
4501/2020	KINGION BUILDERS LLP	5.00
4501/2020	XELVA HIRISE LLP	10.00
4501/2020	YASHILA DEVELOPERS LLP	10.00
4520/2020	HOMECROWN INFRAPROPERTIES LLP	10.00
4520/2020	HOMEMOVER BUILDCON LLP	10.00
4520/2020	KINGION BUILDERS LLP	5.00
4521/2020	MODERNIVA PROMOTERS LLP	10.00
4521/2020	MORNINGVALE DEVELOPERS LLP	10.00
4521/2020	NEXOVALT ESTATES LLP	3.69
4521/2020	SWEETTERRACE PROMOTERS LLP	10.00
4522/2020	ONI ESTATE LLP	3.33
4522/2020	RAVISHING REALTY LLP	10.00
4522/2020	RISEONIC BUILDERS LLP	10.00
4522/2020	SAGENTUS TOWERS LLP	10.00
4523/2020	DENTOTA COMPLEX LLP	10.00
4523/2020	MOONHEIGHT REALTORS LLP	8.33
4524/2020	HALF CIRCLE TOWERS LLP	10.00
4524/2020	HERRINGBONE INFRACON LLP	10.00
4524/2020	HIGHREALTY PROMOTERS LLP	10.00
4524/2020	HIGHREX REALTORS LLP	3.33
4525/2020	APTIRO BUILDERS LLP	10.00
4525/2020	BLUE PEAKS BUILDERS LLP	10.00
4525/2020	CITYMOOR DEVELOPERS LLP	10.00
4525/2020	DEFSON DEVELOPERS LLP	7.50
5238/2021	DOVIMO BUILDERS LLP	2.14
5239/2021	ADARSH NIVASDEVELOPERS LLP	10.00
5243/2021	KEEP CASTLE REAL ESTATE LLP	10.00
5245/2021	HOMERLEY DEVELOPERS LLP	10.00
5247/2021	HOMESPHERE BUILDERS LLP	10.00
5250/2021	SKYHOUSE REALCON LLP	10.00
5253/2021	SKYHORIZON REALTORS LLP	10.00
5254/2021	HIGH SAIL PROMOTERS LLP	8.33
5255/2021	SKYHORIZON DEVELOPERS LLP	10.00

5256/2021	PEAKROOF REALTORS LLP	10.00
5257/2021	DOVIMO BUILDERS LLP	10.00
5258/2021	SKYDELIGHT REALTORS LLP	10.00
5259/2021	RARESKIES REALTORS LLP	3.75
5260/2021	STARTERRACE REALTORS LLP	6.66
5261/2021	OWNFULL REALTORS LLP	5.50
5263/2021	SKYVENUS REALTORS LLP	10.00
5264/2021	ROOFHEIGHT REALTORS LLP	10.00
5265/2021	SQUAREVALLEY REALCON LLP	10.00
5266/2021	SKYRED REALCON LLP	10.00
5267/2021	SKYRED DEVELOPERS LLP	10.00
5268/2021	CLOUDKEY REALCON LLP	1.83
5269/2021	SKYSWEET PROMOTERS LLP	10.00
5272/2021	TOWNRISE PROMOTERS LLP	5.50
5273/2021	SKYVENUS ESTATE LLP	5.50
5275/2021	ROOFCROWN REALCON LLP	10.00
5278/2021	SKYHOUSE ESTATE LLP	10.00
6889/2021	FLATDELUXE DEVCON LLP	10.00
Grand Total		<b>1,896.88</b>

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**(Description of the Said Road)**

**ALL THAT** piece and parcel of demarcated land containing by measurement of an area of **2.42 Acres** (equivalent to 242 Decimals) being part of the said Larger Land, lying and situated at Mouza Kamduni, J.L. No. 188, under Kirtipur-II Gram Panchayat, P.O. Kamduni, P.S. Rajarhat, District North 24 Parganas

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**(Description of the Project Land)**

**ALL THAT** piece and parcel of demarcated land containing by measurement an area of **14.60 Acres** (equivalent to 1460 Decimals) comprised in R.S. & L.R. Dag Nos. 833 and 884, being part of the said Larger Land lying and situated at Mouza Kamduni, J.L. No. 188, under Kirtipur-II Gram Panchayat, P.O. Kamduni, P.S. Rajarhat, District North 24 Parganas.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

**(Description of the Excess Land)**

ALL THAT piece and parcel of demarcated land containing by measurement of an area of 1.94 Acres (equivalent to 194 Decimals) being part of the said Larger Land lying and situated at Mouza Kamduni, J.L. No. 188, under Kirtipur-II Gram Panchayat, P.O. Kamduni, P.S. Rajarhat, District North 24 Parganas.

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**

**(Description of the Group Housing Land)**

**ALL THAT** piece and parcel of demarcated land containing by measurement of an area of **8.57 Acres** (equivalent to 857 Decimals) being part of the said Larger Land lying and situated at Mouza Kamduni, J.L. No.188, under Kirtipur-II Gram Panchayat, P.O. Kamduni, P.S. Rajarhat, District North 24 Parganas.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO:**

**(Description of the Said Phase Land)**

**ALL THAT** the piece or parcel of Land containing an area of **4.50 Acres** (equivalent to 450 Decimals) be the same a little more or less comprised in L.R. Dag Nos. 833 & 884 recorded in several L.R. Khatian numbers, being part of the said Group Housing Land lying and situated at Mouza - Kamduni, P.S. Rajarhat, P.O. Kamduni, J.L. No. 188, P.S. Rajarhat, under Kirtipur-II Gram Panchayat, District North 24 Parganas.

**THE EIGHTH SCHEDULE ABOVE REFERRED TO:**

**(Description of the Said Phase Common Areas and Facilities)**

Upon completion of the Said Phase, the Common Areas will, inter alia, have the following, some of which will be common for the usage of other phases:

1	Sewerage Treatment Plant
2	Water filter Plant
3	Roads, installations, signage and security arrangements
4	The water pump, the pump room, water reservoirs, tube-wells and the distribution pipes from the same to the Blocks
5	Fire Fighting and protection system
6	Playing area for children
7	Fences, hedges boundary walls and main gate of the Complex
8	The air conditioned banquet cum community hall
9	Generator for the common areas, office, store room, space to be used by the Promoter/FMC/Association, Ramps, driveway except the car parking spaces
10	Any park and any other facility and or amenity to be used in common in or about the Complex.

**THE NINTH SCHEDULE ABOVE REFERRED TO:  
(Description of the Said Group Housing Project Common Areas and  
Facilities)**

1	Round the clock water supply from filtration plant
2	24 hours security personnel
3	CCTV installed at critical locations
4	Community hall which can be used for small parties, children birthday parties and other small functions
5	Standby generator for the Common Areas, Amenities & Facilities & the Units (Optional)
6	State-of-the-art fire-fighting equipment
7	Sewerage treatment plant and solid waste management with compacter and composter

**THE TENTH SCHEDULE ABOVE REFERRED TO:  
(Description of the Row Housing Land)**

**ALL THAT** demarcated piece and parcel of land containing by measurement an area of **6.03 Acres** (equivalent to 603 Decimals) comprised out of the larger land lying and situate at Mouza Kamduni, J.L. No. 188, under Kirtipur-II Gram Panchayat, P.O. Kamduni, P.S. Rajarhat, District North 24 Parganas.

**THE ELEVENTH SCHEDULE ABOVE REFERRED TO:  
(Description of manner of the Said Group Housing Project)**

1. It will be a gated complex named "DTC DOWNTOWN", hereafter referred to as the "Said Group Housing Project". A hoarding with the words "DTC DOWNTOWN" and a Logo of the Promoter may be affixed within the Said Group Housing Project at a place to be decided by the Promoter.
2. The Said Group Housing Project will comprise of residential buildings, hereafter referred to as the "Blocks".
3. Each Block will consist of separate and self-contained enclosed spaces, hereafter called the "Apartments", to be used for residential purposes.
4. The units with private gardens shall have concrete flooring in the private garden area with grass carpet on top of it, if any.
5. Certain portions of each Phase will be earmarked for the common use and enjoyment of the Unit owners and occupiers of that Phase, hereafter the "Phase Common Portions". However, the Unit owners and occupiers of all the Phases will be entitled to use and enjoy the Phase Common Portions of all the other Phases so that upon completion of the entirety of the Said Group Housing Project, the Phase Common Portions of all the Phases will together become the Project Common Portions.
6. Each of the Blocks will have its common areas, amenities and facilities, hereafter referred to as the "Block Common Portions", which will be for exclusive use and enjoyment of the occupiers of that Block.

7. As per the development plan of the Larger Land, there shall be a sewerage treatment plant and a water purifier plant installed in the Said Group Housing Project and the same shall be used in common for all the residents of the Said Group Housing Project and the Row Housing Project and the project/s to be constructed on the Future Development Land. The Allottee agrees and undertakes that at no point will the Allottee and/ or the Association object to such usage.
8. After completion of each Phase, an association of the Allottees of the Units of that Phase will be formed, hereafter called the "Phase Associations". All Unit owners of a Phase shall compulsorily become members of the Phase Association of that Phase. Till formation of the Phase Association of any particular Phase, the Promoter shall manage and maintain the Phase Common Portions of that Phase and upon formation of its Phase Association, the Promoter shall handover the management and maintenance of that Phase to its Phase Association. Upon completion of all the Phases, all the Phase Associations will form one single association, hereafter called the "Federation", who will then manage and maintain the Project Common Portions.
9. An Agreement dated 10th February 2023, registered at A.R.A-II, in Book No. 1, CD Volume No. 1902-2023, Pages from 64357 to 64434, Being No. 190201791 for the year 2023 has been entered between the Promoters and the Land owners of the said arterial road as mentioned therein, for the Arterial Road. Such arterial road shall not form part of the project land and at all material times, the Promoter shall have the exclusive right over such land along with the underground sewerage lines, water pipes, electrical & optical fibre cables, and overhead wirings and connectivity and the Allottee under no circumstance shall claim any other right apart from the rights mentioned hereunder over the Arterial road. The Arterial Road will be used by the allottees only for the purpose of ingress to and egress from the Said Complex having the bare minimum constructions like the gate at the entrance from the Khariberia Road and the guard room for the security personnel manning that

gate. However, the allottee shall be able to use for such ingress and egress only to the extent of 12 meters in width out of 24 meters of the arterial road till the completion of the development of all the other phases. The entire width of 24 meters of the arterial road shall be made available to the allottee after the completion of all such phases. Furthermore, the Arterial road shall be used by the Promoter for access and development of the further projects on portions of Larger Land and/or Future Development Land and the Allottee and the phase Association shall not raise any objection to the same at all. Furthermore, the said arterial road shall give a common access, at absolute discretion of the Promoter, for all future developments by the promoter. The said road will remain the exclusive property of the Land owners of the arterial road always but all phases including future development of the promoter will utilize this road as demarcated in a plan.

10. 'Parking Spaces' shall mean the space sufficient in size for parking of car, two wheeler or cycle in the portion of the basement, ground floor level or at other level including mechanised parking, whether open or covered, of the said complex and/or other spaces as earmarked, expresses or intended to be reserved for parking of motor cars, two wheelers, cycles etc and shown in the plan approved by the planning authority to be allowed by the promoter for exclusive use of the allottee who opts to take it from the promoter at a consideration. The specifically allocated car parking spaces (dependent/independent) to a particular allottee shall be regarded as a limited common portion 'limited common area/reserved car park' to be allotted for the exclusive use by the individual allottee as decided by the promoter. Places for parking of cars and two wheelers, hereafter referred to as the "Parking Spaces", will be provided within the Said Project, which will be covered, open and mechanised as be sanctioned.
11. The Promoter will decide which portion of the Said Project is to be developed within which Phase, and each of such Phases will be deemed to be a separate real estate project within the meaning of the Rule.

12. That the project shall be constructed in phase wise manner and all common portions shall be constructed in different phases. Therefore, all the common portions and facilities may not be made available for the use of the allottee all at once and it shall be made available to the allottee in part wise manner after completion of each phase.

**THE TWELFTH SCHEDULE ABOVE REFERRED TO:  
(Description of the Specifications)**

Foundation	Earthquake resistant Reinforced Concrete Cement structure
External Finish	Weather Proof Exterior Paint
Interior Finish	Putty Puning
Flooring	Interiors-Vitrified Tile
Kitchen	Granite counter with Stainless steel sink
	Dado of tiles up to 2 ft above the counter / platform
	Electrical point for Refrigerator, Water purifier, Microwave, Chimney & Exhaust fan
Toilet	Anti skid floor tiles
	Toilet Walls – Designer Glazed tiles on the walls upto lintel height
	Sanitary ware of reputed brand
	Chrome Platted fittings of reputed brand
	Electrical Point for Geyser & Exhaust Fan
	Plumbing provision for Hot / Cold water line
Doors & Windows	Main Door – Flush Door with Laminate on external side
	Internal Doors –Painted /Polished Flush doors
	Windows –Powder Coated Aluminium windows
Electricals	Provision for Split AC Points
	Provision for Cable TV / Internet infrastructure/Optical fibre to ELV room at common area
	Plug Points in all bedrooms, Living / Dining, Kitchen & Toilets
	Concealed copper wiring with Central MCB of reputed brands
	Door bell point at the main entrance door
	Modular switches of reputed brands
Lift	Of reputed make

**THE THIRTEENTH SCHEDULE ABOVE REFERRED TO:  
(Description of the Apartment and the Said Car Parking Space)**

- Tower No. \_\_ is a \_\_\_ storied under construction being the "Said Block", at "Said Phase" in the Project namely "DTC DOWNTOWN".
- Unit No. \_\_, having carpet area of about \_\_\_ Square Feet together with a balcony having a carpet area of about \_\_\_ Square Feet, and wardrobe having a carpet area of about \_\_\_ Square Feet, that is collectively having a usable area of about \_\_\_ Square Feet, [which is equivalent to about \_\_\_ Square Feet of Super Built-up Area]
- Type of Unit: \_\_\_
- Floor where Unit will be located: \_\_\_ Floor
- Together with a Car Parking Space admeasuring 135 Square Feet
- Together with undivided appropriate share in the land underneath the building.
- Together with pro-rata share of the Said Common Areas and Facilities.

**Note:**

1. The floor plan of the Apartment is annexed hereto and marked as **PLAN-B**.
2. In the event the Parking Space of the Allottee is non-dedicated, then the Allottee shall cooperate with allottee(s) of other non-dedicated parking space(s) with his/her Parking Space to facilitate each other for parking their respective vehicles.

**THE FOURTEENTH SCHEDULE ABOVE REFERRED TO:  
(Description of the Said Consideration)**

Particulars	Rate per Square Feet	Amount (In INR)
Apartment Cost		
Exclusive Balcony/Varandah		

Wardrobe Area		
Exclusive open Terrace		
Proportionate cost of Common Areas		
Car Parking		
Consideration of the Unit		
Infrastructure Development Charges (IDC)		
External Development Charges (EDC)		
Consideration of other allied services		
Club Membership Charges		

**THE FIFTEENTH SCHEDULE ABOVE REFERRED TO:  
(Description of the Maintenance Security Deposit)**

**THE SIXTEENTH SCHEDULE ABOVE REFERRED TO:  
(Description of the Sinking Fund)**

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Allottee: (including joint buyers)

Signature \_\_\_\_\_

Name \_\_\_\_\_

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

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

***Authorised Signatory***

At Kolkata on \_\_\_\_\_ in the presence of

**WITNESSES:**

1. Name \_\_\_\_\_

Address \_\_\_\_\_

2. Name \_\_\_\_\_

Address \_\_\_\_\_

### Memo of Consideration

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



*Kori Kheitan*