

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the day of July, Two
Thousand and Twenty Four at Kolkata.

BETWEEN

1) MR. RAM AVTAR AGARWAL (PAN – ADBPB5724A, AADHAAR No. – 5334 1181 9320), son of Late Kashi Prasad Agarwal, by faith Hindu, by nationality Indian, by occupation Business, residing at AA-43, Salt Lake City, P.O. – Bidhannagar, P.S. – Bidhannagar North, District – North 24 Parganas, Kolkata – 700064, **2) MR. BASANT AGARWAL (PAN ACJPA0416D, AADHAAR No. – 9536 9350 7990)**, son of Sri Ramavtar Agarwal, **3) SMT. RUCHIKA AGARWAL (PAN – AFEP7702E, AADHAAR No. – 6517 8487 2744)**, wife of Sri Basant Agarwal, No.2 & No.3 both are by faith Hindu, by nationality Indian, by occupation No. 2 Business, No. 3 Housewife, both are residing at AA-43, Salt Lake City, P.O. – Bidhannagar, P.S. – Bidhannagar North, District – North 24 Parganas, Kolkata – 700064, **4) MR. RAMESH KUMAR AGARWAL (PAN – ACQPA6101J, AADHAAR No. – 2434 8322 0452)**, **5) MR. ABHISHEK AGARWAL (PAN – ACWPA9434E, AADHAAR No. – 7638 9298 8061)**, No. 4 & 5 both are sons of Sri Mange Ram Agarwal, both are by faith Hindu, by nationality Indian, by occupation Business, No. 4 & 5 both are residing at 348, Lake Town, Block A, P.O. & P.S. – Lake Town, District – North 24 Parganas, Kolkata – 700089, **6) SMT. SHIV LATA AGARWAL (PAN – AALPA5438P, AADHAAR No. – 5157 5722 5515)**, wife of Sri Ramavtar Agarwal, by Faith Hindu, by Nationality Indian, by Occupation Housewife, residing at AA-43, Salt Lake City, P.O. – Bidhannagar, P.S. – Bidhannagar North, District – North 24 Parganas, Kolkata – 700064, **7) MR. PIYUSH AGARWAL (PAN – AOQPA1172B, AADHAAR No. – 9223 8901 2389)**, son of Sri Ramesh Kumar Agarwal, by faith Hindu, by nationality Indian, by occupation Business, No. 7 residing at 348, Lake Town, Block – A, P.O. & P.S. – Lake Town, District – North 24 Parganas, Kolkata – 700089, **8) MR. MADHU SUDAN GUPTA (PAN – ACWPG7858A, AADHAAR No. – 4375 2535 0276)**, son of Sri Sankar Lal Gupta, **9) SMT. SUNITA GUPTA (PAN – ADPPG7403B, AADHAAR No. – 7996 5750 8886)**, wife of Sri Madhu Sudan Gupta, No. 8 & No. 9 both are by Faith Hindu, by Nationality Indian, by Occupation No. 8 Business, No. 9 Housewife, No. 8 & No. 9 both are residing at AD-321, Salt Lake City, P.O. – Bidhannagar, P.S. – Bidhannagar North, District – North 24 Parganas, Kolkata – 700064, **10) SMT. HARSHA GOLCHHA JAIN (PAN –**

ATHPG5109Q, AADHAAR No. – 5581 2269 0844), wife of Sri Birendra Kumar Golchha, **11) MR. BIRENDRA KUMAR GOLCHHA (PAN – AHKPG9976G, AADHAAR No. – 7577 2282 1219)**, son of Sri Sekhar Chand Golchha, No.10 & No. 11 both are by faith Hindu, by nationality Indian, by occupation No. 10 Housewife, No. 11 Business, No. 10 & No. 11 both are residing at P-18, Dobson Lane, Golabari, P.O. - Salkia, P.S. - Golabari, District - Howrah, Pin – 711101, hereinafter collectively referred and called as the “**LAND OWNERS/VENDORS**” represented by their constituted attorney, ROBUST NIRMAN LLP, being the Developer herein being duly authorised by way of a registered Supplementary Development Agreement registered in the office of A.D.S.R. Kadambagachi, recorded in Book no. I, Volume No. 1519-2024, Page No: 51237 to 51290, being No. 00739 of the year 2024 and a Development Power of Attorney after execution & Registration of Development Agreement dated 08/04/2024 registered in the office of A.D.S.R. Kadambagachi, recorded in Book no. I, Volume No. 1519-2024, Page No: 50072 to 50111, being No. 02086 of the year 2024 (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors, executors, administrators, legal representatives and assigns) of the **FIRST PART.**

AND

ROBUST NIRMAN LLP (PAN – AAXFR5698C), existing limited liability partnership under The Limited Liability Partnership Act, 2008 (LLP Identification Number: AAM-0688), having its Registered Office at 119, Cotton Street, P.O. - Burrabazar, P.S. - Posta, Kolkata – 700007, having its administrative office at 89/A, Chakraborty Para, Gupta Colony, P.O. - Nabapally, P.S. - Barasat, Dist. - North 24 Parganas, Kolkata – 700126 and having its site office at 1352/18, Shastriji Road, Bhadrabari More, P.O. - Nabapally, P.S. - Barasat, Dist. - North 24 Parganas, Kolkata – 700126, duly represented by its Designated Partners namely **1) MR. DEBASISH BANERJEE (PAN – BKGPB3557A, AADHAAR No. – 6708 5371 7734)**, son of Late Phanindra Nath Banerjee, residing at Chakraborty Para, Gupta

Colony, P.O. - Nabapally, P.S. - Barasat, Dist. - North 24 Parganas, Kolkata – 700126, **2) MR. BISHWAJITE SAHA (PAN – BTHPS9830B, AADHAAR No. – 5124 2064 4826)**, son of Surendranath Saha, residing at 123, Nabarun Pally, P.O. - Madhyamgram Bazar, P.S. - Madhyamgram, Dist. - North 24 Parganas, Kolkata – 700130, **3) MR. ALOKE KUMAR DAS (PAN – AKGPD8705R, AADHAAR No. – 2118 8887 5517)**, son of Late Kalipada Das, Madhya Baluria, P.O. - Nabapally, P.S. - Barasat, Dist. - North 24 Parganas, Kolkata – 700126, all by faith Hindu, by Nationality Indian, by occupation Business, hereinafter called the “**DEVELOPERS/PROMOTERS**” (which term or expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the present Partners for the time being of the Firm, the survivor or survivors of them, their heirs, executors and administrators of the last surviving Partner and his/her/their assigns) of the **SECOND PART**.

AND

[If the Allottee is an individual]

Mr. / Ms. , (Aadhar no.) son / daughter of, aged about, residing at, (PAN -), hereinafter called the "Allottee" (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 assigns) of the **THIRD PART**:

or

[If the Allottee is the company]

M/s. (CIN No.), a company incorporated under the provision of the companies act, [1956 or 2013, as

the case may be], having its registered office at
 (PAN -), represented by its authorized signatory.....
 (Aadhar No.) duly authorized vide board resolution
 dated, hereinafter referred to as the “Allottee” (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 assigns) of the **THIRD PART**:

[or]

[If the Allottee is the Partnership Firm or a LLP]

..... a partnership firm (**or A LLP**)
 registered under the Indian Partnership Act, 1932 (or registered under the
 Limited Liability Partnership Act 2008) having its principal
 place of business at (PAN -),
 represented by its authorized Partner, (Aadhar No.
) authorized vide hereinafter referred
 to as the “Allottee” (which expression shall unless repugnant to the context
 or meaning thereof be deemed to mean and include the present Partners for
 the time being of the Firm/LLP, the survivor or survivors of them, their
 heirs, executors and administrators of the last surviving Partner and
 his/her/their assigns) of the **THIRD PART**:

[or]

[If the Allottee is a HUF]

Mr. (Aadhaar No.) son of
, aged about, for self and as the Karta of the
 Hindu Joint Mitakshara Family known as HUF,

having its place of business/ residing at
, PAN -) hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the members or member for the time being of the said HUF, and their respective heirs, executors, administrators, and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successor in interest and permitted assigns) of the **THIRD PART**:

The owners, the promoter and allottee shall hereinafter collectively be referred to as the “parties” and individually as a “party”.

WHEREAS:

1. Smt. Jiwani Devi Anchalia, wife of Late Manick Chand Anchalia, of 369, Vivek Vihar Colony, New Sanganer Road, Sadala, Jaipur 19, Rajasthan, purchased all that piece and parcel of land measuring an area of more or less 35 Decimals, out of which 18 Decimals of Land comprised in R.S. Dag No. 1068 & 17 Decimals of Land Comprised in R.S. Dag No. 1068/1679, lying and situated at Mouza Paschim Ichapur, J.L. No. 29, Re. Sa. No.- 119, Pargana - Anowarpur, Touzi No. 146, under R.S. Khatian No. - 233/1, Hal Khatian No. 696, within the jurisdiction of local Barasat Municipality, A.D.S.R.O. Kadambagachi, P. S. Barasat in the District of North 24 Parganas, by a Registered Deed of Sale (Bengali Kobala), being No. - 13824, dated 14th day of December, 1963 in B.S. 27th day of Agrahayan, 1370, executed and registered by Babur Ali Mondal, Tafur Ali Mondal, Jiyar Ali Mondal, Deljan Bibi & Abejan Bibi, and the said Deed was registered with the office of S.R.O. Barasat, copied in Book No. I, Volume No. 141, Pages from 89 to 94, being No. 13824 for the year 1963.

2. The said Smt. Jiwani Devi Anchalia, wife of Late Manick Chand Anchalia, further purchased all that piece and parcel of land measuring an area of more or less 131 Decimals, out of which 64 Decimals of land comprised in R. S. Dag No. 1137, & 26 Decimals of land comprised in R. S. Dag No. 1124 & 41 Decimals of land comprised in R.S. Dag No. 1126, lying and situated at Mouza - Paschim Ichapur, J. L. No. 29, Re. Sa. No. 119, Pargana Anowarpur, Touzi No. 146, under R.S. Khatian No. 280, within the jurisdiction of local Barasat Municipality, A.D.S.R.O. - Kadambagachi, P. S. Barasat in the District of North 24 Parganas, by a Registered Deed of Sale (Bengali Kobala), being No. 13767, dated 14th day of December, 1963 in B.S. 27th day of Agrahayan, 1370, executed and registered by Anwar Ali Mondal, and the said Deed was registered with the office of S.R.O. Barasat, copied in Book No. I, Volume No. 139, Pages from 59 to 63, being No.- 13767 for the year 1963.

3. The said Smt. Jiwani Devi Anchalia, wife of Late Manick Chand Anchalia, further purchased all that piece and parcel of land measuring an area of more or less 53.065 Decimals, out of which 51 Decimals of land comprised in R. S. Dag No. 1127 & 1.24 Decimals equivalent to 12 Chittaks of land comprised in R.S. Dag No. 1138 & 0.825 Decimal equivalent to 08 Chittaks of land comprised in R.S. Dag No. 1136, along with other landed properties, lying and situated at Mouza Paschim Ichapur, J. L. No. 29, Re. Sa. No. - 119, Pargana Anowarpur, Touzi No. 146, under R.S. Khatian No. - 234, within the jurisdiction of local Barasat Municipality, A. D. S. R. O. Kadambagachi, P. S. Barasat in the District of North 24 Parganas, by a Registered Deed of Sale (Bengali Kobala), being No. 11184, dated 11th day of July, 1966 in B. S. 26th day of Ashar, 1373, executed and registered by Babur Ali Mondal, Tafur Ali Mondal, Jiyar Ali Mondal, Deljan Bibi & Abejan Bibi, and the said Deed was registered with the office of S. R. O. Barasat, copied in Book No. I, Volume No. 120, Pages from 226 to 234, being No. – 11184 for the year 1966.

4. The said Smt. Jiwani Devi Anchalia, wife of Late Manick Chand Anchalia, further purchased all that piece and parcel of land measuring an area of more or less 09 Decimals of land, out of which 07 Decimals of land comprised in R. S. Dag No. 1134, & 02 Decimals of land comprised in R. S. Dag No.1135/1683, lying and situated at Mouza - Paschim Ichapur, J. L. No. 29, Re. Sa. No. 119, Pargana Anowarpur, Touzi No. 146, under R. S. Khatian No. 338, within the jurisdiction of local Barasat Municipality, A.D.S.R.O. Kadambagachi, P. S. Barasat in the District of North 24 Parganas, by a Registered Deed of Sale (Bengali Kobala), being No. 14845, dated - 4th day of November, 1966 in B.S. 18th day of Kartick, 1373, executed and registered by Enhan Ali Mondal, Chayaman Nechha Bibi & Sashiman Nechha Bibi, and the said Deed was registered with the office of S.R.O. Barasat, copied in Book No. I, Volume No. 175, Pages from 52 to 54, being No. 14845 for the year 1966.

5. The said Smt. Jiwani Devi Anchalia, wife of Late Manick Chand Anchalia, further purchased all that piece and parcel of land measuring an area of more or less 12 Decimals of land, out of which 08 Decimals of land comprised in R. S. Dag No.1133, & 04 Decimals of land comprised in R. S. Dag No.1134, lying and situated at Mouza – Paschim Ichapur, J. L. No. - 29, Re. Sa. No. 119, Pargana - Anowarpur, Touzi No. 146, under R. S. Khatian No.338, within the jurisdiction of local Barasat Municipality, A. D. S. R. O. - Kadambagachi, P. S. Barasat in the District of North 24 Parganas, by a Registered Deed of Sale (Bengali Kobala), being No. 16764, dated - 27th day of December, 1966 in B. S. 11th day of Pous, 1373, executed and registered by Anowar Ali Mondal & Others and the said Deed was registered with the office of S. R. O. Barasat, copied in Book No. - I, Volume No. 191, Pages from 29 to 32, being No. 16764 for the year 1966.

6. Thus in the manner as depicted above said Smt. Jiwani Devi Anchalia, become the sole and absolute owner of all that piece and parcel of land

measuring an area of more or less 240.065 (Two Hundred Forty point Zero Six Five) decimals, lying and situated at Mouza – Paschim Ichapur, J. L. No. 29, Re. Sa. No. 119, Pargana Anowarpur, Touzi No. 146, under R. S. Khatian No.338, within the jurisdiction of local Barasat Municipality, A. D. S. R. O. Kadambagachi, P.S. Barasat in the District of North 24 Parganas, and the details are as under :-

R. S. Dag No.	R. S. Khatian No.	Area of Land (M/L)
1068	233/1, Hal Khatian No. - 696	18 Decimals
1068/1679	233/1, Hal Khatian No. - 696	17 Decimals
1137	280	64 Decimals
1124	280	26 Decimals
1126	280	41 Decimals
1127	234	51 Decimals
1138	234	1.24 Decimals equivalent to 12 Chittaks
1136	234	0.825 Decimals equivalent to 08 Chittaks
1134	338	11 Decimals
1135/1683	338	02 Decimals
1133	338	08 Decimals
Total -		240.065 Decimals

And the said Smt. Jiwani Devi Anchalia got her name duly recorded in the records of present L.R. Settlement Operation, under L.R. Khatian No. 682, R.S. Dag No.1068, 1068/1679, 1137, 1124, 1126, 1127, 1138, 1134, 1136, 1135/ 1683 & 1133 corresponding to L.R. Dag No. - 1154.

7. The said Smt. Jiwani Devi Anchalia, wife of Late Manick Chand Anchalia was the sole and absolute L. R. Recorded owner of all that piece and parcel of land measuring an area of more or less 8.75 Decimals, out of which 2.75 Decimals of land comprised in R.S. Dag No. 1128 & 06 Decimals of and comprised in R.S. Dag No.1129, lying and situated at Mouza Paschim Ichapur, J. L. No. 29, Re. Sa. No. 119, Pargana - Anowarpur, Touzi No. 146, comprised in L.R. Dag No. 1154 under L. R. Khatian No. - 682, within the jurisdiction of local Barasat Municipality, A.D.S.R.O. Kadambagachi, P. S. - Barasat in the District of North 24 Parganas.
8. The said Smt. Jiwani Devi Anchalia also got her name duly. mutated in the office of local Barasat Municipality in respect of aforesaid land, under Ward No. 7, Holding No. 1532, premises at Shastriji Road and she had been possessing and enjoying the same peacefully without interruption of others by paying relevant taxes to the competent authority, free from all encumbrances.
9. By way of a Registered Deed of Conveyance, being No. – 03355, submitted on 26/05/2014 and registered on 27/05/2014 the said Smt. Jiwani Devi Anchalia – Represented by her son, the lawful and constituted attorney, Sri Roop Chand Anchalia, son of Late Manick Chand Anchalia, of 369, Vivek Vihar Colony, New Sanganer Road, Sadala, Jaipur 19, Rajasthan, (By two Nos. of Registered General Power of Attorney, being Deed No. 2010399000041, dated 13th day of April, 2010, Book No. IV, Volume No. 8, & being Deed No. 2010399001442, Book No. IV, Volume No. 16, Pages from 397 to 405, both the Deeds were registered with the office of S.R.O. Sanganer - II, Jaipur, Rajasthan)

sold, transferred and conveyed all that piece and parcel of land measuring an area of 07 Cottahs 02 Chittaks 43 sq.ft., more or less, being Scheme Plot No. "A", out of which 05 Cottahs 01 Chittaks 11 sq. ft. of land in R. S. Dag No.1068 & 02 Cottahs 01 Chittaks 32 sq. ft. of land in R.S. Dag No. 1068/1679, both the Dags are under under R.S. Khatian No. 233/1, Hal Khatian No. 696, lying and situated at Mouza – Paschim Ichapur, J. L. No. - 29, Re. Sa. No. 119, Pargana Anowarpur, Touzi No. 146, comprised in L. R. Dag No. 1154, corresponding to L. R. Khatian No. 682 (Stands in the name of Smt. Jiwani Devi Anchalia), within the jurisdiction of local Barasat Municipality, A.D.S.R.O. Kadambagachi, P.S. Barasat in the District of North 24 Parganas, in favour of RAM AVTAR AGARWAL, the Present Land Owner No. 1 herein, and delivered khas possession in his favour, and the said Deed was registered with the office of D.S.R. - III, North 24 Parganas, Barasat, copied in Book No. - I, CD Volume No. 7, Pages from 3486 to 3500, being No. 03355 for the year 2014.

10. After purchasing the said plot of land said MR. RAM AVTAR AGARWAL, the Present Land Owner No. 1 herein, got his name duly mutated in the office of local Barasat Municipality, under Ward No. 7, Premises at Shastriji Road and he has been possessing and enjoying the same peacefully without interruption of others, free from all encumbrances.
11. By way of another Registered Deed of Sale, being No. - 03356, dated 27/05/2014, said Smt. Jiwani Devi Anchalia- Represented by her son, the lawful and constituted attorney, Sri Roop Chand Anchalia, son of Late Manick Chand Anchalia, of 369, VivekVihar Colony, New Sanganer Road, Sadala, Jaipur-19, Rajasthan, (By two Nos. of Registered General Power of Attorney, being Deed No.-2010399000041, dated 13th day of April, 2010, Book No. IV, Volume No. 8, & being Deed No. 2010399001442, Book No. IV, Volume No. 16, Pages from 397 to 405, both the Deeds were registered with the office of S. R. O. Sanganer - II, Jaipur, Rajasthan) sold, transferred and conveyed all that piece and

parcel of land measuring an area of 07 Cottah 02 Chittaks 43sq.ft., more or less, being Plot No. - "B" out of which 04 Cottahs 08 Chittaks 39 sq. ft. of land in R. S. Dag No. 1068/1679, under R. S. Khatian No. 233/1, Hal Khatian No. 696 & 02 Cottahs 10 Chittaks 04 sq.ft. of land in R. S. Dag No.-1137 under R. S. Khatian No. 280 AND all that piece and parcel of land measuring an area of 07 Cottah 02 Chittaks 43 sq.ft., more or less, being Plot No.- "C" in R.S. Dag No. 1137 under R. S. Khatian No. - 280, (Total Sold Area of Land 14 Cottahs 05 Chittaks 41 sq.ft., more or less, being Scheme Plot No. - "B" & "C"), lying and situated at Mouza – Paschim Ichapur, J.L. No. 29, Re. Sa. No. 119, Pargana - Anowarpur, Touzi No. 146, comprised in L. R. Dag No.1154, under L. R. Khatian No. 682 (Stands in the name of Smt. Jiwani Devi Anchalia), within the jurisdiction of local Barasat Municipality, A.D.S.R.O. - Kadambagachi, P. S. Barasat in the District of North 24 Parganas, in favour of MR. BASANT AGARWAL & SMT. RUCHIKA AGARWAL, the Land Owner No. 2 & 3 herein, and delivered khas possession in their favour, and the said Deed was registered with the office of D. S. R. III, North 24 Parganas, Barasat, copied in Book No. I, CD Volume No. 7, Pages from 3501 to 3517, being No. 03356 for the year 2014.

12. After purchasing the said plot of land said MR. BASANT AGARWAL & SMT. RUCHIKA AGARWAL, the Land Owner No. 2 & 3 herein, got their names duly mutated in the office of local Barasat Municipality, under Ward No. 7, Premises at Shastriji Road and they have been possessing and enjoying the same peacefully without interruption of others, free from all encumbrances.
13. By way of another Registered Deed of Sale, being No. 03393, dated - 28/05/2014, said Smt. Jiwani Devi Anchalia- Represented by her son, the lawful and constituted attorney, Sri Roop Chand Anchalia, son of Late Manick Chand Anchalia, of 369, Vivek Vihar Colony, New Sanganer Road, Sadala, Jaipur 19, Rajasthan, (By two Nos. of Registered General Power of Attorney, being Deed No.-2010399000041, dated - 13th day of

April, 2010, Book No. IV, Volume No. 8, & being Deed No. 2010399001442, Book No. IV, Volume No. 16, Pages from 397 to 405, both the Deeds were registered with the office of S. R. O. Sanganer - II, Jaipur, Rajasthan) sold, transferred and conveyed all that piece and parcel of land measuring an area of 07 Cottahs 02 Chittaks of land, being Scheme Plot No. "D", out of which 06 Cottahs 10 Chittaks 44 sq.ft. of land in R. S. Dag No. 1137 & 02 Chittaks 19 sq.ft. of land in R.S. Dag No. 1124, both the Dags are under R. S. Khatian No. - 280, & 05 Chittaks 25 sq.ft. of land in R. S. Dag No. 1138 under R. S. Khatian No. 234, AND all that piece and parcel of land measuring an area of 07 Cottah 02 Chittaks 43 sq.ft. of land, being Scheme Plot No. "E", out of which 06 Cottahs 09 Chittaks 04 sq.ft. of land in R.S. Dag No. 1137, & 02 Chittaks 19 sq.ft. of land in R.S. Dag No. 1124 & 01 Chittak of land in R. S. Dag No. 1126, all the Dags are under R. S. Khatian No. 234, (Total Sold Area of Land 14 Cottah 05 Chittaks 41 sq.ft., more or less, being Scheme Plot No. - "D" & "E"), lying and situated at Mouza - PaschimIchapur, J. L. No. 29, Re. Sa. No. - 119, Pargana Anowarpur, Touzi No. 146, comprised in L. R. Dag No. 1154, under L. R. Khatian No. 682 (Stands in the name of Smt. Jiواني Devi Anchalia), within the jurisdiction of local Barasat Municipality, A. D. S. R. O. Kadambagachi, P. S. Barasat in the District of North 24 Parganas, in favour of MR. RAMESH KUMAR AGARWAL & MR. ABHISHEK AGARWAL, the Land Owner No. 4 & 5 herein, and delivered khas possession in their favour, and the said Deed was registered with the office of D. S. R. III, North 24 Parganas, Barasat, copied in Book No. - I, CD Volume No.7, Pages from 4069 to 4085, being No.03393 for the year 2014.

14. After purchasing the said plot of land said MR. RAMESH KUMAR AGARWAL & MR. ABHISHEK AGARWAL, the Land Owner No. 4 & 5 herein, got their names duly mutated in the office of local Barasat Municipality, under Ward No. 7, Premises at Shastriji Road and they have been possessing and enjoying the same peacefully without interruption of others, free from all encumbrances.

15. By way of another Registered Deed of Sale, being No. 03394, dated 28/05/2014, said Smt. Jiwani Devi Anchalia- Represented by her son, the lawful and constituted attorney, Sri Roop Chand Anchalia, son of Late Manick Chand Anchalia, of 369, Vivek Vihar Colony, New Sanganer Road, Sadala, Jaipur 19, Rajasthan, (By two Nos. of Registered General Power of Attorney, being Deed No.-2010399000041, dated 13th day of April, 2010, Book No. IV, Volume No. 8, & being Deed No. 2010399001442, Book No. IV, Volume No. 16, Pages from 397 to 405, both the Deeds were registered with the office of S. R. O. Sanganer II, Jaipur, Rajasthan) sold, transferred and conveyed all that piece and parcel of land measuring an area of 07 Cottah 07 Chittaks 09 sq.ft., more or less, being Scheme Plot No. "F", out of which 06 Cottah 10 Chittaks 14 sq.ft.of land in R. S. Dag No 1137 & 08 Chittaks 40 sq.ft. of land in R. S. Dag No.1126, both the Dags are under R. S. Khatian No. - 280 & 04 Chittaks of land in R. S. Dag No. 1136 under R. S. Khatian No. 234 AND all that piece and parcel of land measuring an area of 07 Cottah 02 Chittaks 43 sq.ft., more or less, being Scheme Plot No. - "G", out of which 05 Cottahs 06 Chittaks 24 sq. ft. of land in R. S. Dag No. 1137 & 04 Chittaks 29 sq. ft of land in R. S. Dag No. 1126, both the Dags are under R. S. Khatian No. 280 & 04 Chittaks of land in R. S. Dag No. - 1136 under R. S. Khatian No. 234 & 01 Cottah 03 Chittaks 35 sq.ft of land in R. S. Dag No. - 1134 under R. S. Khatian No. 334, (Total sold Area of Land 14 Cottahs 10 Chittaks 07 sq.ft., being Scheme Plot No. "F" & "G"), lying and situated at Mouza PaschimIchapur, J. L. No. 29, Re. Sa. No. 119, Pargana Anowarpur, Touzi No. 146, comprised in L. R. Dag No. 1154, under L. R. Khatian No. 682 (Stands in the name of Smt. Jiwani Devi Anchalia), within the jurisdiction of local Barasat Municipality, A. D. S. R. O. - Kadambagachi, P. S. - Barasat in the District of North 24 Parganas, in favour of SMT. SHIV LATA AGARWAL & MR. PIYUSH AGARWAL, the Land Owner No. 6 & 7 herein, and delivered khas possession in their favour, and the said Deed was registered with the office of D. S. R. - III, North 24 Parganas, Barasat, copied in Book

No. I, CD Volume No. 7, Pages from 4086 to 4103, being No. 03394 for the year 2014.

16. After purchasing the said plot of land said SMT. SHIV LATA AGARWAL & MR. PIYUSH AGARWAL, the Land Owner No.6 & 7 herein, got their names duly mutated in the office of local Barasat Municipality, under Ward No. 7, Premises at Shastriji Road and they have been possessing and enjoying the same peacefully without interruption of others, free from all encumbrances.

17. By way of another Registered Deed of Sale, being No. 03528, submitted on 28/05/2014 and registered on 30/05/2014, said Smt. Jiwani Devi Anchalia- Represented by her son, the lawful and constituted attorney, Sri Roop Chand Anchalia, son of Late Manick Chand Anchalia, of 369, Vivek Vihar Colony, New Sanganer Road, Sadala, Jaipur 19, Rajasthan, (By two Nos. of Registered General Power of Attorney, being Deed No. 2010399000041, dated 13th day of April, 2010, Book No. IV, Volume No.8, & being Deed No. 2010399001442, Book No. IV, Volume No. - 16, Pages from 397 to 405, both the Deeds were registered with the office of S. R. O. Sanganer - II, Jaipur, Rajasthan) sold, transferred and conveyed all that piece and parcel of land measuring an area of 08 Cottah 06 Chittaks 14.25 sq.ft., more or less, being Scheme Plot No. "J", out of which 02 Cottah 05 Chittaks 05 sq.ft. of land in R. S. Dag No. 1134 & 04 Cottah 13 Chittaks 23 sq.ft. of land in R. S. Dag No. 1133 & 01 Cottah 03 Chittaks 16.25 sq.ft. of land in R. S. Dag No. 1135/1683, all the Dags are under R.S. Khatian No. 338, AND all that piece and parcel of land measuring an area of 05 Cottah 04 Chittaks 31.50 sq.ft., more or less, being Scheme Plot No. "K", out of which 01 Cottah 10 Chittaks 27.90 sq.ft. of land in R.S. Dag No. 1128 & 03 Cottah 10 Chittaks 3.60 sq.ft. of land in R. S. Dag No. 1129, (Total sold Area of Land 13 Cottahs 11 Chittaks 07 sq. ft. being Scheme Plot No. - "J" & "K"), lying and situated at Mouza - Paschim Ichapur, J. L. No. 29, Re. Sa. No. 119, Pargana Anowarpur, Touzi No. 146, comprised in L. R. Dag No. 1154,

under L. R. Khatian No. 682 (Stands in the name of Smt. Jiwani Devi Anchalia), within the jurisdiction of local Barasat Municipality, A. D. S. R. O. - Kadambagachi, P. S. Barasat in the District of North 24 Parganas, in favour of MR. MADHU SUDAN GUPTA & SMT SUNITA GUPTA, the Land Owner No. 8 & 9 herein, and delivered khas possession in their favour, and the said Deed was registered with the office of D. S. R. III, North 24 Parganas, Barasat, copied in Book No. I, CD Volume No. 7, Pages from 7370 to 7386, being No. 03528 for the year 2014.

18. After purchasing the said plot of land said MR. MADHU SUDAN GUPTA & SMT SUNITA GUPTA, the Land Owner No. 8 & 9 herein, got their names duly mutated in the office of local Barasat Municipality, under Ward No. 7, Premises at Shastriji Road and they have been possessing and enjoying the same peacefully without interruption of others, free from all encumbrances.
19. By way of another Registered Deed of Sale, being No. 03529, submitted on 28/05/2014 and registered on 30/05/2014, said Smt. Jiwani Devi Anchalia- Represented by her son, the lawful and constituted attorney, Sri Roop Chand Anchalia, son of Late Manick Chand Anchalia, of 369, Vivek Vihar Colony, New Sanganer Road, Sadala, Jaipur 19, Rajasthan, (By two Nos. of Registered General Power of Attorney, being Deed No. 2010399000041, dated 13th day of April, 2010, Book No. - IV, Volume No.8, & being Deed No.-2010399001442, Book No. IV, Volume No. - 16, Pages from 397 to 405, both the Deeds were registered with the office of S. R. O. Sanganer II, Jaipur, Rajasthan) sold, transferred and conveyed all that piece and parcel of land measuring an area of 07 Cottah 02 Chittaks 43 sq.ft. of land, more or less, being Scheme Plot No. "H", out of which 03 Cottahs 02 Chittaks 11 sq.ft. of land in R. S. Dag No. 1134 under R. S. Khatian No.338 & 04 Cottahs 32 sq.ft. of land in R. S. Dag No. 1127 under R. S. Khatian No. 234 AND all that piece and parcel of land measuring an area of 07 Cottah 02 Chittaks 43 sq.ft. of land, more

or less, being Scheme Plot No. "I", in R. S. Dag No. 1127 under R. S. Khatian No. 234, (Total Sold Area of Land 14 Cottahs 05 Chittaks 41 sq. ft. being Scheme Plot No. "H" & "T") lying and situated at Mouza Paschim Ichapur, J. L. No. 29, Re. Sa. No. 119, Pargana Anowarpur, Touzi No. 146, comprised in L. R. Dag No. 1154, under L. R. Khatian No. 682 (Stands in the name of Smt. Jiwani Devi Anchalia), within the jurisdiction of local Barasat Municipality, A. D. S. R. O. Kadambagachi, P. S. Barasat in the District of North 24 Parganas, in favour of SMT. HARSHA GOLCHHA JAIN & MR. BIRENDRA KUMAR GOLCHHA, the Land Owner No. 10 & 11 herein, and delivered khas possession in their favour, and the said Deed was registered with the office of DS.R. - III, North 24 Parganas, Barasat, copied in Book No. I, CD Volume No. 7, Pages from 7387 to 7403, being No.03529 for the year 2014.

20. After purchasing the said plot of land said SMT. HARSHA GOLCHHA JAIN & MR. BIRENDRA KUMAR GOLCHHA, the Land Owner No. 10 & 11 herein, got their names duly mutated in the office of local Barasat Municipality, under Ward No. 7, Premises at Shastriji Road and they have been possessing and enjoying the same peacefully without interruption of others, free from all encumbrances.
21. The Land Owners herein for the purpose of better use of their respective plots of land amalgamated the separate five Holdings from the Barasat Municipality being Nos. 1532/19, 1532/20, 1532/21, 1532/22 & 1532/23 into a Single Holding No. 1532/18 of Ward No. 7, Premises at Shastriji Road, P.S. Barasat, Kolkata - 700124.
22. Thus the Land Owners herein then become the joint owners of 78 Cottahs 10 Chittaks of land, be the same a little more or less, lying and situated at Mouza – Paschim Ichapur, J. L. No. 29, Re. Sa. No. 119, Pargana Anowarpur, Touzi No. 146, comprised in L. R. Dag No. 1154, corresponding to L. R. Khatian No. 682 (Stands in the name of Smt. Jiwani Devi Anchalia), within the jurisdiction of local Barasat

Municipality, under Ward No. 7, Amalgamated Holding No. 1532/18, Premises at Shastriji Road, A.D.S.R.O. Kadambagachi, P.S. Barasat in the District of North 24 Parganas, which is free from all encumbrances.

23. The Land Owners herein being desirous of developing their respective land jointly by constructing multi-storied buildings (G+7) as per building plan to be sanctioned by the Barasat Municipality but the Land Owners due to financial stringency, it was neither practical nor possible for them to develop the said premises by constructing the Multi Storied building (G+7) thereat in accordance with the building plan were on the lookout for a responsible and reputable Promoter/Developer/Builder/Contractor in conjunction with the Land Owners and they approached one Promoter/Developer firm namely ROBUST NIRMAN LLP, having its principal place of operation at 119, Cotton Street, P.O.- Burrabazar, P.S.- Posta, Kolkata 700007 and entered into a Development Agreement with the terms and conditions mentioned therein and the same was executed on 03/08/2018 and registered in the office of A.D.S.R Kadambagachi, recorded in Book No.- I, Vol. No.- 1519-2018, Pages from 55702 to 55792, Being No.- 02163 for the year 2018 and subsequently a Development Power of Attorney was also executed on the same day i.e., 03/08/2018 and the same was also registered in the same office of the A.D.S.R Kadambagachi, recorded in Book No.- 1, Vol. No.- 1519-2018, Pages from 55793 to 55854, Being No.- 02174 for the year 2018.
24. While the said Promoter namely ROBUST NIRMAN LLP prepared to start the development scheme by demolishing the existing dilapidated conditioned structure and by obtaining sanctioned building plan from the local concerning municipal authority namely Barasat Municipality vide Sanction SL. No.- 1800 dated 26/05/2022 in the meantime the worldwide outbreak of COVID-19 pandemic took place and the starting of the said project not only got delayed but the Promoter firm also faced a financial setback resulting in the necessity for inducting fresh capital to

take the scheme of development forward. In such pretext the then partners in the firm had decided to introduce and admit new partners as such by a Supplementary Deed of Partnership dated 05/12/2022 the then partners RAM AVATAR AGARWAL & BASANT AGARWAL mutually had admitted to the firm said Debasish Banerjee & Biswajite Saha as new partners thus reconstituting the management of the said firm. Subsequently as Ram Avatar Agarwal & Basant Agarwal both fall in the category of land Owners and partners in the said firm it was felt that there might arise a conflict of interest and to evaporate such conflicts once for all it had been amicably decided amongst the partners that it had become incumbent upon said Ram Avatar Agarwal & Basant Agarwal to resign from the partnership as such to give effect to their intent to resign the said partners namely Ram Avatar Agarwal & Basant Agarwal had executed a 'Deed of Retirement' dated 19/10/2023. Further, Alope Kumar Das was introduced as a partner in the said LLP vide Supplemental Agreement for Admission of New Partner dated 29/01/2024. Thus restructuring the management of partnership to be carried on by the present partners i.e., Debasish Banerjee, Biswajite Saha & Alope Kumar Das or any one of them acting for others and meanwhile regarding the terms, conditions and implications of the said agreement, the parties thereto had agreed to modify the said Development Agreement dated 03/08/2018 registered in the office of A.D.S.R Kadambagachi, recorded in Book No.- I, Vol. No.- 1519-2018, Pages from 55702 to 55792, Being No.- 02163 for the year 2018 and a Supplementary Development Agreement was executed on 07/02/2024 registered in the office of A.D.S.R Kadambagachi recorded in Book No. - 1, Volume No.- 1519-2024, Pages from 51237 to 51290, Being No. 00739 for the year 2024 and subsequently the said Development Power of Attorney was also **revoked** by execution and registration of a Deed of Revocation dated 07/02/2024 and , registered in the office of A.D.S.R Kadambagachi recorded in Book No. IV, Volume No. 1519-2024, Pages – from 12 to 33, Being No. 00002 for the year 2024.

25. By way of a Development Power of Attorney dated 08/04/2024, registered in the office of A.D.S.R. Kadambagachi, recorded in Book no. I, Volume No. 1519-2024, Page No: 50072 to 50111, being No. 02086 of the year 2024, the Land Owners therein had executed a “Development Power of Attorney after Execution and Registration of Development Agreement” in favour of the Promoter to expedite the work of developing the property described in the **SCHEDULE A** hereunder.
26. The Promoter herein has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the units and the building from Concerned Authority, vide Building Plan Sanction **SL. No. 1800 dated 26/05/2022**. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of The Real Estate (Regulation And Development) Act, 2016 (hereinafter referred to as “the said Act”) and other laws as applicable and the Promoter has been constructing the multi-storied building thereon which is known as “**GREEN RESIDENCY**” at Barasat.
27. The Promoter herein has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority in West Bengal at _____ on _____ under Registration no. _____.
28. By way of a registered Agreement to Sell dated _____ registered in the office of the Additional District Sub-Registrar, Barasat and recorded in Book __, Volume No. _____, at Pages from _____ to _____, being No. _____ for the year _____, the Allottee therein, being the Purchaser herein, had agreed to purchase All That residential unit as described under **SCHEDULE B** hereunder written in lieu of the total consideration as set out under the Memo of Consideration hereunder written.

29. The Promoter has completed the project and the Barasat Municipality has duly granted a Completion/Occupancy Certificate/partial Occupancy Certificate in respect of the Said Project being No. _____ dated _____ .
30. The Purchaser had in terms of the said Agreement made full payment of the consideration and has called upon the Promoter to execute and register the Conveyance in respect of the said residential unit.
31. The Purchaser has taken complete inspection of the said residential unit and the said new building block wherein the same is situated and is fully satisfied with the layout, location, workmanship, measurement and the amenities provided and the Purchaser has no manner of grievance whatsoever.

NOW THIS DEED OF CONVEYANCE WITNESSETH as follows: -

1. That in consideration of a sum of Rs. _____ /- (Rupees _____ Only) paid by the Purchaser to the Promoter, the receipt of which is acknowledged by the Promoter by execution of these presents and grants full discharge to the Purchaser from the payment thereof and the Promoter doth hereby sells, conveys, transfers, assures and assigns absolutely the **SCHEDULE B** property unto and in favour of the Purchaser who shall now HAVE AND HOLD the same absolutely and forever free from all encumbrances and charges subject to the payment of proportionate rent, etc., to the Govt. of West Bengal.
2. That the Purchaser has examined and inspected relevant documents such as the development agreement between the Owner and the Promoter, Site Plan, Building Plan, Foundation Plan, Structural details of

beams and slabs, Typical Floor Plan, Front Elevation, Rear Elevation/Sectional Elevation details of staircase as well as the Common Portions & Utilities and have also seen and inspected the construction work of the BUILDING to the extent constructed as on the date of execution of these presents and have satisfied himself/herself/themselves about the standard of construction thereof including that of the **SCHEDULE - B** property purchased by the Purchaser and shall have no claim whatsoever upon the Promoter as to construction plan, quality of materials used or standard of workmanship in the construction thereof including foundation of the BUILDING and/or development, installation, erection and construction of the Common Portions & Utilities morefully described in the **SCHEDULE - D** given hereinunder.

3. That the Purchaser shall have all rights, title and interest in the **SCHEDULE - B** property sold and conveyed to him/her/them and shall hold and enjoy the same without any interruption or obstruction whatsoever from the Promoter or anybody claiming through or under it and all the rights, title and interest which vested in the Promoter with respect to the **SCHEDULE - B** property shall henceforth vest in the Purchaser to whom the said **SCHEDULE - B** property has been conveyed absolutely.
4. That the Promoter declares that the interest which he professes to transfer hereby subsists as on the date of these presents and that the Promoter has not previously transferred, mortgaged, contracted for sale or otherwise the said below **SCHEDULE - B** property or any part thereof to or in favour of any other party or person/s and that the property hereby transferred, expressed or intended so to be transferred suffers from no defect of title and is free from all encumbrances whatsoever.
5. That the Purchaser shall not do any act, deed or thing whereby the Promoter is prevented from selling, transferring, assigning or disposing of unsold flats and/or garages or rights, title and interest therein or

appurtenant thereto and shall abide by the rules and restrictions mentioned in **SCHEDULE - F** hereunder written.

6. That the Purchaser will obtain his/her/their own independent electric connection from the W.B.S.E.D.C.L. for his/her/their electric requirement and the connection charges as well as the electric consumption bill will be paid by the Purchaser, the Promoter shall have no responsibility or any liability in this respect.
7. That the Promoter further undertakes to take all actions and to execute all documents required to be done or executed for fully assuring right, title and interest of the Purchaser to the property hereby conveyed at the cost of the Purchaser.
8. That the Purchaser shall have the right to get his/her/their name mutated with respect to the said **SCHEDULE - B** property at the Office of the B.L. & L.R.O. and shall pay Khazna & Panchayat taxes as may be levied upon him/her/them from time to time though the same has not yet been assessed.
9. That the Purchaser shall have the right to sell, gift, mortgage or transfer otherwise the ownership of the **SCHEDULE - B** property or let-out, lease-out the **SCHEDULE - B** property to whomsoever.
10. That the Purchaser shall keep the **SCHEDULE - B** property neat and clean and in proper condition and shall not use the same for any illegal purpose or in a manner which may cause annoyance to the other occupiers/occupants of the said building.
11. That the Purchaser shall enjoy rights, easements and quasi-easements privileges in the land mentioned in the **SCHEDULE - G** hereunder written along with other occupants/owners of the building. It is hereby declared that the interest in the land is impartible.

12. That the Promoter will pay upto date panchayat taxes, land revenue and/or any other charges/dues if any prior to the date of transfer of the **SCHEDULE - B** property.
13. That the Promoter shall not be liable at any time under any circumstances for any rate and/or taxes pertaining to the **SCHEDULE - B** property except for unsold portion of the building which shall be borne by the Promoter proportionately with the Purchaser unless separately levied upon and charged for.
14. That the upkeep and maintenance of the Common Portions & Utilities shall be looked after by the Building Owners' Association/Facility Manager (as applicable) by framing a proper Memorandum of Association together with the Rules & Regulations thereof by their mutual consent subject to law in force at the time being regulating the ownership commercial apartments.
15. That the Purchaser shall be entitled to use and pay such proportionate charges for common facility, such as repairs and maintenance of the outer walls, stairs, septic tank, water supply, sanitation, sweeper, guards, etc. as will be determined by the Promoter from time to time till the time an executive body or any other authority of the building or the Building Owners' Association is formed to take care of the common maintenance of the building.
16. That the payment of the maintenance charge by the Purchaser is irrespective of his/her/their use and requirement.
17. That in case the Purchaser makes default in payment of the proportionate share towards the COMMON EXPENSES (more fully described in the **SCHEDULE - E** given hereinunder) within time allowed by the Promoter or the Building Owners' Association the Purchaser shall be liable to pay interest at the rate of 2% per month or part of a month compoundable for the period of default on all amounts remaining so

unpaid along with such dues and arrears and shall also be liable to compensate Promoter or the Association acting at the relevant time for any loss or damage suffered by the Promoter or the Association in consequence thereof.

18. That the Purchaser shall clear all his dues towards maintenance and common expenses and shall obtain a "NO DUE CERTIFICATE" from the Promoter/Owner Association before leasing/renting/selling the said apartment.
19. That the Purchaser further covenants with the Promoter not to injure, harm or cause damage to any part of the building including common portions and areas as well as the common provisions and utilities by making or causing any sort of alteration or withdrawal of any support or causing any construction, addition or deletion thereof or therein or otherwise in any manner whatsoever and in the event of contrary the Purchaser shall be fully responsible for it, the Promoter shall not be held responsible in any manner whatsoever.
20. That the matter not specifically stipulated in these presents or in case of any dispute or any question arising hereinafter at any time between the Promoter and the Purchaser or other occupiers of the building shall be referred to arbitration under the Arbitration and Conciliation Act, 1996 and the seat of the arbitration shall be at Kolkata and the medium shall English.

THE SCHEDULE - A ABOVE REFERRED TO:

(the Land)

ALL THAT piece or parcel of land measuring an area of more or less 78 (Seventy Eight) Cottahs 10 (Ten) Chittacks be the same a little more or less, lying and situated at Mouza - Paschim Ichapur, J. L. No. 29, Re. Su. No. - 119, Pargana - Anwarpur, Touzi No. - 146, comprised in R. S. Dag No. -

1068, 1068/1679, 1137, 1124, 1126, 1127, 1128, 1129, 1138, 1134, 1136, 1135/1683 & 1133 corresponding to L. R. Dag No. 1154, under L. R. Khatian No. - 682 (Stands in the name of Smt. Jiwani Devi Anchalia), within the jurisdiction of local Barasat Municipality, under Ward No. 7, Amalgamated Holding No. 1532/18, Premises at Shastriji Road, A.D.S.R.O. Kadambagachi, P.S. Barasat in the District of North 24 Parganas, upon which the proposed multi storied (G + 7) building is to be constructed in accordance with the building plan sanctioned from the Barasat Municipality, which is butted and bounded as follows: -

ON THE NORTH: 25 feet wide Shastriji Road.

ON THE SOUTH: Other's property.

ON THE EAST: Other's property.

ON THE WEST: Other's property.

THE SCHEDULE - B ABOVE REFERRED TO:

(The Flat)

ALL THAT residential unit being Flat no.

THE SCHEDULE - C ABOVE REFERRED TO:

[Specific amenities and facilities of the Apartment]

THE SCHEDULE - D ABOVE REFERRED TO:

(The Common Portions & Utilities)

1. The Land and all other areas of the properties and all apparatus, systems, equipment and installations now or hereafter existing in the building or on the property nor part of any Flat, for the common use of all Flats or by all Flats owners necessary or convenient for the existence, maintenance or use of the property as a whole.
2. All foundations, columns, girders, beams and supports, including load bearing walls but excluding those which are specifically designated elsewhere.
3. All structural floor assemblies including the underside of such assembly ceiling.
4. All exterior walls of the building including the exterior limestone façade of the building and the structural masonry walls.
5. All windows, window frames, casements and mullions.
6. Staircase on all the floors lobbies corridors.
7. Lift well.
8. Lift plant/car installation.
9. Lift room. (Machine room less lifts are being provided in this project).
10. Common passage and lobby on the ground floor excepting car parking areas and other open and covered spaces.
11. Overhead water tank underground water reservoir water pipes and other common plumbing installation.
12. Electrical wiring meters and fittings in the common areas.
13. Drainage and sewerage.
14. Fire Fighting system installation and allied equipment.
15. Passage pathways driveways and entrance.
16. Community Hall.
17. Children Play area.

18. Indoor Games room.
19. Gym.
20. Temple.
21. Security Room.
22. Emergency common power back up (Diesel Generator set).
23. All other facilities of the building including but not limited to shafts, pipes, wires, ducts, vents, cables, conduits and lines) which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of all Flats or all Flat owners.

THE SCHEDULE - E ABOVE REFERRED TO:

[Common Expenses]

Common expenses shall include:

1. Repairing rebuilding repainting improving or other treatment as necessary and keeping the property 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 Association) be necessary and in a proper and workman like 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 flower beds, shrubs, trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Repairing and keeping the private road in good, clean and tidy and edged where necessary and clearing the drive way when necessary.

5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.

Paying such workers as may be necessary in connection with the upkeep of the property.

6. Insuring any risks.

7. Cleaning as necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.

8. Cleaning as necessary of the areas forming part of the Project.

9. 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 Association may think fit.

10. Maintaining and operating the lifts.

11. Providing and arranging for the emptying receptacles for rubbish.

12. 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(s) or Common Areas or any part thereof excepting in so far as the same are the responsibility of the individual Purchasers / occupiers of the Project.

13. 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 any individual owner/occupier of Project.

14. Generally managing and administering the development and protecting the amenities in the Project and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any of the occupants of the Project.

15. 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.

16. 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 Project.

17. Insurance of fire fighting appliances and other equipment for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Association may from time to time consider necessary for the carrying out of the acts and things mentioned in this **SCHEDULE**.

18. 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.

19. The provision for maintenance and renewal of (including but not limited to) any other equipment and the provision of any other service in the Project.

20. In such time to be fixed annually as shall be estimated by the Association (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this Schedule to be or expected to be incurred at any time.

21. 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 Association and shall only be applied in accordance with unanimous or majority decision of the members of the Association and with the terms of this Schedule.

22. The Purchaser under the scope of these presents undertakes to reimburse and/ or pay the proportionate charges towards the diesel expenses for providing substitute backup for electricity in the form of generator services to the extent of such proportionate KVA load allocated and/or taken by the Purchaser herein in respect of his/her/their unit in the Project and such expenses incurred shall be reflected and / or incorporated

in a separate bill which shall be raised on every English calendar month. In the event if any Purchaser makes a default in making such payment for consecutive two months in such a situation the Association shall have the unfettered right to withdraw such facility without giving any prior notice or intimation whatsoever. Be it further stated herein that these charges shall have to be borne by the Purchaser herein over and above the monthly maintenance charges.

THE SCHEDULE - F ABOVE REFERRED TO:

[Common Rules]

1. Restrictions

1. The Purchaser shall not:

1.1 Partition the Flat and/or the Car Parking Space.

1.2 Not ever cover the open verandas with grills or otherwise and shall at all material times keep them in the same manner as they will be delivered by the Promoter.

1.3 Damage the Building or the common portions, amenities, facilities or any of the other Flats by making any alterations or withdrawing any support or otherwise.

1.4 Throw or accumulate or cause to be thrown or accumulated any rubbish or refuse in any of the common portions, save at the places earmarked therefore.

1.5 Place or cause to be placed any article in any of the common portions.

1.6 Do or permit anything to be done which is likely to cause nuisance or annoyance to any of the occupiers of the Project.

1.7 Use or allow the Flat or any part thereof to be used for any club, political meeting, conference hall, nursing home, hospital, boarding house, catering

place, restaurant or other such purpose or for any chamber for business/professional chamber or office.

1.8 Use the Car Parking Space(s) for any purpose other than for parking of middle/standard size motor cars and two wheelers or partition the same in any manner and not ever make any construction of whatsoever nature thereat nor ever sell the same to anyone but a person having or purchasing an Flat in the Building where the Flat of the Purchaser will be situate.

1.9 Put up or affix any sign board, name plate or other things or other similar articles in any of the common portions or outside the Flat save at the places provided therefore, provided that the Purchaser may display a small and decent name-plate outside the main door of the Flat.

1.10 Keep or allow to be kept any combustible, obnoxious, hazardous or dangerous articles in the Flat or in any of the common portions which may be injurious or obnoxious to the other occupiers or such articles which are so heavy as to affect or endanger the structure of the Building or any of its portion or of any fittings or fixtures thereof, including but not restricted to, windows, doors, floors, beams, pillars, lift or the staircase. However, the Purchaser may keep LPG gas cylinder for domestic use as may be permissible under Applicable Laws.

1.11 Hang from or attach to the beams or the rafters of any part of the Flat or the Building any articles or machinery the weight whereof may or likely to affect, damage or endanger the construction of the Building or any part thereof.

1.12 Do or cause to be done anything which may cause any damage to or affect the Building, or any portion thereof in any manner whatsoever including without limitation to, the flooring, ceiling, walls, pillars or beams, or the use or enjoyment of any of the other Flat acquirers.

1.13 Affix or draw any wire, cable, pipe from, to or through any of the common portions or outside walls of the Building or other parts, without approval of the Promoter or the Association or the Facility Management Company ("FMC"), as the case may be.

1.14 Affix or install any antenna on the ultimate roof of the Building or any open terrace that may be part of any Flat or in its windows.

1.15 Hang or put any clothes in or upon the windows, balconies or any other portion of the Flat which is visible from the outside or to outsiders.

1.16 Do or permit to be done any act, deed or thing which may hurt, injure or cause provocation of the religious sentiments and/or feelings of any other occupiers or cause disharmony amongst them.

1.17 Install any air-conditioner, except in the approved places.

1.18 Affix or change the design or the place of the grills, the windows or the main door of the Flat without prior approval of Promoter or Association or FMC, as the case may be.

1.19 Make any internal addition, alteration and/or modification in or about the Flat save in accordance with the then existing statutory building regulations and prior permission therefore having been taken from the appropriate authorities as also from the Promoter or the Association or the FMC, as the case may be.

1.20 To carry any work of fittings, fixtures or connected in manner whatsoever in connection with construction of any nature or completion thereof inside the Flat excepting between 10:00 am to 06:00 pm and while carrying on such work to ensure that no annoyance or disturbance is caused to the residents of the Building in which the Flat is situated. Further, not to carry on any work of fittings, fixtures or connected in manner whatsoever in connection with construction of any nature or completion thereof inside the Flat during the Board Examinations. Notwithstanding the above and to the extent applicable, all such works shall have to be done with prior consent of the Promoter or the Association or the FMC, as the case may be and in strict compliance with the prevailing fit-out guidelines as framed by the Promoter or the Association or the FMC, as the case may be.

1.21 To alter the outer elevation of the Building or the Flat, or any part thereof, nor decorate the exteriors thereof in any manner whatsoever.

1.22 Commit or permit to be committed any alteration or changes in the pipes, conduits, cables and/or any other fixtures or fittings serving any of the Flats or the Building.

1.23 Claim any right of pre-emption or otherwise regarding any of the other Flats or any portion of the Building and/or the Project.

1.24 Do or permit any act, deed, matter or thing to be done which may render void or make voidable any insurance in respect of any of the Flats or the Building or cause the premium for the insurance to be increased.

1.25 Do or cause anything to be done in or around the said Flat or the fittings and fixtures affixed thereto which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Flat or adjacent to the said Flat or in any manner interfere with the use and rights and enjoyment thereof and/or to make any additions or alterations which are not permissible in law.

1.26 Close or permit the closing of verandas or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the Verandas lounge or any external walls or the fences of external doors and windows including grills of the said Flat which in the opinion of the Promoter differs from the colour scheme of the Building or deviation or which in the opinion of the Promoter may affect the elevation in respect of the exterior walls of the Building.

1.27 Alter or change or cause any alteration or change in the fittings of electrical points in the balcony of the Flat.

1.28 Use the said Flat or permit the same to be used for any purposes whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to co-purchasers/occupiers of the other portions of the Building or Buildings to

the owners and occupiers of the neighbouring properties or for any illegal or immoral purpose.

1.29 Park car on the pathway or open spaces of the Building or the Project except the space allotted.

1.30 Obstruct other occupiers in hanging clothes at the places designated for such purpose by the Promoter or the Association or the FMC in the roof of the Building.

1.31 Commit breach or violate such building rules and regulations as may be made applicable by the Promoter or FMC before the formation of the Association and after the Association is incorporated to comply with and/or adhere to the building rules and regulations of such Association.

1.32 Object on any additional construction activities being carried out or to be carried out by the Promoter.

1.33 Obstruct any of the occupiers of the other phases of the Project to use and enjoy any of the common areas, facilities and amenities within the Project which common areas, facilities and amenities are not earmarked by the Promoter for exclusive use and enjoyment of any particular phase of the Project.

1.34 Allow or use any cable, internet or other service providers save and except those service providers whom the Promoter or the Association might have selected or engaged.

2. The Purchaser shall:

2.1 Maintain the Project in general and the Building where the Flat is situated for the purposes, with the intent and object for which the same is constructed.

2.2 Assist the Promoter to form the Association of Flat Acquirers, if the Promoter so desires and strictly abide by all the Rules and Regulations of the Association so formed.

2.3 Co-operate and assist in all manner with the Promoter /FMC/Association, as the case may be, in carrying out its day to day activities and obligations and, in particular, abide by, observe and/or perform all the relevant laws, terms, conditions, rules and regulations regarding usage and/or operation of water, electricity, drainage, sewerage, lifts, tube wells, generator and/or other installations and/or amenities in the Building, Project and its service zone including without limitation those under the West Bengal Fire Service Act, 1974 and/or the rules made thereunder, and shall indemnify and keep the Promoter /FMC/Association, as the case may be, saved, harmless and indemnified from and against all losses, damages, costs, claims, demands, actions and/or proceedings that the Promoter/FMC/Association, as the case may be, may suffer or incur due to any non-abidance, non-observance, non-performance, default or negligence on the part of the Purchaser.

2.4 Maintain, at their own costs, the Flat in the same good condition, state and order in which the same is be delivered to him/her/it, normal wear and tear accepted.

2.5 Abide by and/or comply with all statutory laws, bye-laws, rules, regulations and/or restrictions that are to be abided by or complied with by the owners and occupiers of multi storied buildings in the state of West Bengal, including relevant laws with respect to maintenance of mandatory open spaces.

2.6 Pay regularly and punctually every month and month by month, the common area maintenance charges at such rates as may be decided, determined and apportioned by the Promoter to the Promoter and upon the formation of the Association to such Association, without any abatement or demand, payable with effect from the day month and year first above written in the possession letter. NOTWITHSTANDING anything included or not included within the scope of this clause but in the opinion of the Promoter and/or Association or Facility Management Company are issues or subject matters of common interest, the Purchaser undertakes not to oppose the decisions taken by the Promoter and/or Association or Facility Management

Company, on such issues. The statement of account of the apportionment of the common area maintenance charges as prepared by the Owners and/or Promoter and/or Facility Management Company and/or upon the formation of the Association shall be conclusive and final.

2.7 Pay the charges for electricity only relating to the Flat and proportionately relating to the Building and Project common portions, utilities and facilities.

2.8 Pay proportionate charges for electricity, including those for loss of transmission, till such time a separate meter is not installed for the Flat and after such installation, timely pay all charges and/or deposits to ensure that none of the other Flat Acquirers the or Promoter /FMC/Association, as the case may be, is hindered in any manner for any non or untimely payment.

2.9 Pay the proportionate rates, charges and fees of the Barasat Municipal Corporation ("DMC") till such time the Flat is not mutated and separately assessed by the DMC and thereafter timely pay all rates and taxes of the DMC to ensure that none of the other Flat Acquirers or the Promoter/FMC/Association, as the case may be, is affected in any manner for any non or untimely payment.

2.10 Pay such further deposits as be required by the Promoter /FMC/Association, as the case may be, from time to time. 2.11 Maintain and be responsible for the structural stability of the Flat and not to do any act, matter or thing which may affect the structural stability of the Building.

2.11 Use the Flat, the Car Parking Space(s) and the common portions carefully, peacefully and quietly and only for the purpose for which it is meant unless otherwise approved.

2.12 Sign such forms, give such authorities and render such co-operation as may be required by the Promoter /FMC/Association, as the case may be.

2.13 Pay, wholly in respect of the Flat and proportionately in respect of the Building and Project, all costs, charges and expenses as may arise due to any reason whatsoever provided that the Purchaser shall have the right to

claim reimbursement if the same be occasioned due to default by any other person.

2.14 Allow the Promoter/FMC/Association, as the case may be, with or without workmen, upon prior reasonable notice to enter into the Flat.

2.15 Ensure that the entirety of Project is maintained in a decent manner.

2.16 Pay, and undertake to pay, such damages on demand as ascertained by the Promoter/FMC/Association, as the case may be, for the breach of any of the covenants herein contained within the due date therefore as mentioned in the demand.

2.17 Pay and undertake to pay interest at the rate of 2% per month in the event the Purchaser fail or neglects to pay the damages for the breach of any covenant from the due date of demand till the date of payment and hereby further undertakes that in the event the said damages and the interest thereon is not paid within 60 (sixty) days from the date of demand, the Purchaser shall not use, till such time the entirety of the said damages and the interests thereon are paid, any of the utilities and facilities in the Building including without limitation the water supply, gas, electricity and lift and hereby authorises the Promoter/FMC/Association, as the case may be, to discontinue any or all the facilities and utilities.

2.18 Observe, perform and comply with the conditions mentioned in other parts of this Schedule.

2.19 Co-operate with the other co-purchasers and the Promoter or the Association or the FMC in the management and maintenance of the said New Building.

2.20 Allow the Owner to install Neon Sign on the ultimate roof or on the facade or terrace of the building or a portion of the boundary wall and the Purchaser hereby consents and waives all rights to enable the Owner to put up such neon sign, and agrees not to raise any objection or claim whatsoever. The Owner shall be entitled to use the lifts, stair case, common

parts and portions for the purpose of erection, repair and replacement of such neon signs.

2.21 The Purchaser acknowledges that the Complex constructed over the said Premises and the Separated Area and the Excluded Area do not form part of the said Premises. The Purchaser further acknowledges that pursuant to discussions, the Owners have agreed to grant a right of access / passageway for the said Complex through the Excluded Area and the Separated Area subject to the conditions that (a) the Owners will be permitted to undertake construction on the said Separated Area and the Excluded Area respectively at present not forming part of the said Premises and (b) the Owners will, subject to necessary sanctions, be permitted to amalgamate the land comprising the Separated and the Excluded Area with the said Premises as part of the Complex. The Purchaser acknowledge and has provided its consent / no-objection to such conditions and further agrees to provide its consent if so required by any Governmental Authority to effectuate the amalgamation. The Purchaser further acknowledges and agrees that in the event that the Purchaser are unwilling to grant their consent to the amalgamation of the Excluded and the Separated Area with the said Premises, the said Premises, the Owners, whilst exercising their rights in and over the said Excluded Area and the Separated Area shall be permitted to withdraw the right of access/passageway granted over their respective lands and shall further be entitled to undertake such construction on the Excluded and the Separated Area as may be permissible under applicable laws.

THE SCHEDULE - G ABOVE REFERRED TO:

[Mutual Easements and Reserved Matter]

The under mentioned rights, easements and quasi easements privileges of the Purchaser to be enjoyed along with other co-occupiers.

i. The Purchaser shall be entitled to all rights privileges vertical and lateral supports easements, quasi-easements and appurtenances whatsoever

belonging to or in any way appertaining to the Said Apartment or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING unto the Association the rights, easements, quasi-easements, privileges and appurtenances.

ii. The right of access and passage in common with the Association and/or the Purchaser and occupiers of the Building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, lifts and electrical installations and all other covered common areas installations and facilities in the Building and the Premises.

iii. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the Said Apartment with or without vehicles over and along the drive-ways and pathways excepting area which are reserved and PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Purchaser or any person deriving title under the Purchaser or the servants, agents, employees and invitees of the Purchaser to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of or other person or persons including the Purchaser and the Association along such drive way and path ways as aforesaid.

iv. The right of support shelter and protection of the Said Apartment by or from all parts of the Building so far they now support shelter or protect the same.

v. The right of passage in common as aforesaid electricity water and soil from and to the Said Apartment through pipes drains wires and conduits lying or being in under through or over the Building and the Premises so as far as may be reasonable necessary for the beneficial occupation of the Said Apartment and for all purposes whatsoever.

vi. The right with or without workmen and necessary materials for the Purchaser to enter from time to time upon the other parts of the Building(s) and the Premises for the purpose of repairing so far as may be necessary the

pipes drain wires and conduits aforesaid and for the purpose of rebuilding, repairing repainting or cleaning any parts of the Said Apartment in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving twenty four hours' previous notice in writing of its intention so to enter to the Purchaser and occupiers of the other spaces and portion of the Building(s).

THE SCHEDULE - H ABOVE REFERRED TO:

[Floor Plan]

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals on the day month and year first above written.

SIGNED SEALED AND DELIVERED at

Kolkata in the presence of:

1.

PROMOTER/DEVELOPER

2.

PURCHASER

Drafted by:

Advocate

High Court at Calcutta

Enrolment No.:

MEMO OF CONSIDERATION

Mentioned below is the division of total amount received from the Purchasers herein towards the full consideration money as per memo below:-

<u>Sl. No.</u>	<u>DATE</u>	<u>METHOD OF PAYMENT</u>	<u>AMOUNT</u>
1.			Rs. /-
2.			Rs. /-
3.			Rs. /-
4.			Rs. /-
5.			Rs. /-
	Total:		Rs. /-

Total: Rs. /- (Rupees only)

WITNESSES:

1.

DEVELOPER

2.