

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made on this the _____ day of ----- **TWO**
THOUSAND AND _____

BETWEEN

DJSS REALTY PRIVATE LIMITED, [PAN AADCD8870H] a company within the meaning of the Companies Act 1956, having its registered office at 2, Rowland Road, P.O. Lala Lajpat Rai Sarani, P.S. Ballygunge, Kolkata 700 020, represented by its Director/Authorized Signatory _____

(PAN: _____ (AADHAR NO. _____) , son of _____, by faith Hindu, by Nationality Indian, by Occupation _____, working for gain at 2, Rowland Road, P.O. Lala Lajpat Rai Sarani, P.S. Ballygunge, Kolkata 700 020 pursuant to the Board Resolution dated _____ passed, authorized and consented by the Board of Directors, hereinafter referred to as the "**PROMOTER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and assigns) of the **FIRST PART:**

AND

(1) MR. SAMBIT BASU, [PAN- ANCPB9442Q] [AADHAR NO.4067-8902-7498], son of Late Sabyasachi Basu, by faith Hindu, by nationality Indian, by occupation Business, residing at Samannoy Park, Post Office- Joteshibrampur, Police Station- Maheshtala, Kolkata-700141, **AND (2) MR. AMIT GHOSH, [PAN: AHNPG7172P] [AADHAR NO. 9813-0417-7819]**, son of Mr. Tapan Ghosh, by Faith: Hindu, by Occupation: Business, by Nationality: Indian, Resident of: Khuriberia, P.O. & P.S.: Bishnupur, District: 24 Parganas (South), State: West Bengal, PIN: 743503, hereinafter referred to as the "**OWNER(S)**" and represented by their registered constituted attorney **DJSS REALTY PRIVATE LIMITED, [PAN AADCD8870H]** a company within the meaning of the Companies Act 1956, having its registered office at 2, Rowland Road, P.O. Lala Lajpat Rai Sarani, P.S. Ballygunge, Kolkata 700 020, represented by its Director/Authorized Signatory _____ (PAN: _____ (AADHAR NO. _____) , son of _____, by faith Hindu, by Nationality Indian, by Occupation _____, working for gain at 2, Rowland Road, P.O. Lala Lajpat Rai Sarani, P.S. Ballygunge, Kolkata 700 020 pursuant to the Board Resolution dated _____ passed, authorized and consented by the Board of Directors under Development Power of Attorney dated **6th November,2024**, registered in **Book I, Volume No.1602-2024, pages from 498986 to 499005, being No.160214809 for the year,2024** at the office of **D.S.R-II, South 24 Parganas, Alipore** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, successors, executors, administrators, legal representatives and assigns) of the **SECOND PART:**

AND

[If the Allottees is an individual]

Mr./Ms./Mrs. _____ (Adhaar No. _____) (PAN No. _____), son /daughter/wife of _____, aged about _____, by occupation _____

_____, by religion _____, by Nationality _____, residing at _____, hereinafter referred to as the “**ALLOTTEE/S**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the heirs, executors, administrators and permitted assigns) of the **THIRD PART:**

AND

[If the Allottee is a Company]

_____(CIN No. _____) (PAN _____), a company incorporated under the provision of the companies act, [1956 or 2013 as the case may be], having its registered office at _____ represented by its authorized signatory _____ (Pan No. _____) (Adhaar No. _____), son/daughter/wife of _____, residing at _____ duly authorized vide board resolution dated _____ hereinafter referred to as the “**ALLOTTEE/s**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the heirs, executors, administrators and permitted assigns) of the **THIRD PART:**

[or]

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

_____(PAN - _____), a partnership firm (or a Limited (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 _____ represented by its authorized Partner, _____ (Aadhar No. _____) (PAN - _____) son/daughter/wife of _____, residing at _____, authorized vide _____ hereinafter referred to as the” **ALLOTTEE/S** “ (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. (PAN No.) (Aadhar No. _ _____) son of _____, aged about _____ by occupation _____, by religion _____, by Nationality _____, residing at _____, for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business/ residing at _____, PAN No. _____.) hereinafter referred to as the”**ALLOTTEE/S**“(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**:

WHEREAS:

- A. The Owners herein purchased and became seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** the piece & parcel of land containing an area of **6 Bighas 12 Cottahs 06 Chittacks 42 Sq.ft.** equivalent to **218.514 decimals** more or less comprised in R.S. and L.R. Dag Nos. **879(P), 968(P), 971(P), 972, 973(P), 974(P), and 976(P)** in Mouza Hatishala, J.L. No.09, within the local limits of Beonta II No. Gram Panchayet, Police Station: Hatishala, District 24 Parganas South, (hereinafter referred to as “**the said Land**” and morefully mentioned and described in **the Schedule A** hereunder written) by virtue of various deeds. The Devolution of Title in respect of the said Land is morefully mentioned and described in **the Schedule H** hereunder written.
- B. The Owners and the Promoter have entered into a Joint Development Agreement **dated 6th November,2024**, registered in **Book I, Volume No.1602-2024, pages from 499019 to 499072, being No.160214786 for the year,2024** at the office of **D.S.R-II, SOUTH 24 PARGANAS, ALIPORE**, the Owners with the intent of undertaking the development of the said Land, granted the exclusive right of development in respect of the said Land unto and in favour of the Promoter herein for the consideration and subject to the terms and conditions contained and recorded in the said Agreement (hereinafter referred to as the **DEVELOPMENT AGREEMENT**) and subsequently the Owners herein vide Development Power of Attorney dated **6th November,2024**, registered in **Book I, Volume No.1602-2024, pages from 498986 to 499005, being No.160214809 for the year,2024** at the office of **D.S.R-II, SOUTH 24 PARGANAS, ALIPORE** in connection therewith (hereinafter referred to as the **DEVELOPMENT POWER OF ATTORNEY**).
- C. The Said Land is earmarked for the purpose of building a **residential project** comprising of Two (2) Towers of **G+XVI storied each sanctioned in two phases** at the said Project Land being **Tower No.1 and Tower No.2** and the said project shall be known as “**RIDDHI SIDDHI IKON**” (“**Project**”).
- D. The Promoter is fully competent to enter into this Deed and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Land on which Project is to be constructed have been completed.

- E. The **South 24 Parganas Zilla Parishad** has granted the commencement certificate to develop the Project vide approval dated 30.06.2025 bearing no.4777;
- F. The Promoter has obtained the final layout plan approvals for the Project from **South 24 Parganas Zilla Parishad vide** Plan No. **984/114/KMDA** dated **23.06.2025 connected with its Permission Letter dated 28.06.2025 issued by South 24 Parganas Zilla Parishad** (hereinafter referred to as **the PLAN**). The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable.
- G. The Promoter has registered the Real Estate Project under the provisions of the West Bengal Real Estate Regulation Act at Kolkata on _____ under Registration No. _____;
- H. The Promoter commenced the work of construction of a new **TOWER-1 (part) and TOWER-2 (Phase-I)** at the said Land in accordance with the said Plan and informed **South 24 Parganas Zilla Parishad** about such commencement vide its letter dated 30.06.2025.
- I. The Promoter intended to sell and transfer the various flats unit's apartments and sanctioned car parking spaces to various intending Allottees/Purchasers in compliance of various laws and regulations as applicable.
- J. In terms of the said Development Agreement it has been agreed between the Promoter and the Owner/s that the revenue sharing accruing consequent to sale and transfer of any flat/apartment in the said towers will be shared between the Owner/s and the Promoter in a manner mentioned in the said Development Agreement.
- K. The Allottee/Purchaser desirous of acquiring on Ownership basis had applied for an apartment in the Project vide application no. _____ dated _____ and has been allotted **ALL THAT** the Apartment No. _____ on the _____ floor of the new building being TOWER - – 1/2 containing by estimation a **CHARGEABLE AREA** of _____ **sq. ft.**(Carpet area) (be the same a little more or less) **ALONG WITH one/two Balcony** having a carpet area of _____ sq.ft. attached to the said flat (which area included in the Apartment area) **TOGETHER WITH** right to park _____ medium size car in the Open/Covered/MLCP car parkingspace/s being No. _____ on the **GROUND floor of the said Project / FIRST Floor of Tower-1/2 TOGETHER WITH** pro rata share in the common parts portions areas and facilities of the Real Estate Project (Share In Common Areas), the said common parts portions areas and facilities of the Real Estate Project being described in **Schedule C** hereunder written **AND TOGETHER WITH** the undivided, impartible, proportionate and

variable share in the land underneath the Said Tower, as be attributable and appurtenant to the **Said Apartment** (more fully and particularly mentioned and described in the **Schedule B** hereunder written and hereinafter referred to as the said **APARTMENT AND THE PROPERTIES APPURTENANT THERETO**).

- L. By an Agreement for Sale dated _____, the Owners along with the Promoter agreed to sell and transfer the said Apartment and the Properties Appurtenant Thereto in favour of the Allottee/Purchaser herein for a consideration of Rs. _____ and on the terms and conditions therein mentioned.
- M. The Allottee/Purchaser has from time to time made further payments to the Promoter towards part consideration under and in terms of the said Agreement.
- N. The Promoter has completed the construction of the new **TOWER-1 (part) and TOWER-2** at the said land in accordance with the said Plan and also comprising the said Apartment and the Properties Appurtenant Thereto.
- O. The Promoter having completed construction of the said **TOWER-1 (part) and TOWER-2** duly obtained completion certificate dated _____ bearing Completion Case No. _____ issued by the **South 24 Parganas Zilla Parishad**.
- P. The Promoter has given Notice to the Allottee/Purchaser to take possession of the said Apartment and the Properties Appurtenant Thereto within **Three Months** from the date of issuance of occupancy certificate along with the execution and registration of the Deed of Conveyance, which shall be mandatory to take possession.
- Q. The Allottee/Purchaser has inspected the said Apartment/Flat constructed and completed by the said Promoter and also of the said car parking space as per the sanctioned plan, with all the common facilities and amenities provided by the Promoter; and the Allottee/Purchaser is satisfied about the lay-out plan, construction of the said Apartment and the materials used as per the specifications mentioned in the **Schedule E** hereunder written and about the correctness of the area contained in the said Apartment and is also satisfied about the situation and location of the said car parking spaces. The Allottee/Purchaser is also satisfied with the marketable title of the Owners and the Development rights of the Promoter under the said registered Development Agreement. The Allottee/Purchaser has gone through all the terms and conditions set out in this Deed and have understood his obligations and rights detailed herein. The Allottee/Purchaser hereby confirms that he/she/it is executing this Deed with full knowledge of all the laws, rules, regulations, notifications etc applicable to the project and acknowledges that the terms and

conditions of this Deed are fair and reasonable. Hence the Allottee/Purchaser undertakes not to have any legal recourse of any nature against the Promoter and/or the Owners regarding the same; and the Allottee/Purchaser has agreed to complete the purchase thereof and comply with the Allottee/Purchaser's obligations in terms of the said Agreement and this Deed.

- R. Accordingly the Owners with the consent of the Promoter have agreed to grant conveyance of the said Apartment and the Properties Appurtenant Thereto in consideration of the said agreed price paid by the Allottee/Purchaser and subject to the Allottee/Purchaser covenants obligations responsibilities and also the terms and conditions to be fulfilled and performed and observed by the Allottee/Purchaser hereinafter stated.

NOW THIS DEED WITNESSETH that in pursuance of the said Agreement dated _____ made between the Parties hereto and in consideration of the said aggregate sum of Rs. _____/- (**Rupees** _____ **only**) well and truly paid to the Promoter by the Allottee/Purchaser at or before the execution of these presents (the receipt whereof the said Promoter do hereby as also by the receipt hereunder written admit and acknowledge and confirm and do hereby discharge the Allottee/Purchaser and the said Apartment and the Properties Appurtenant Thereto forever and absolutely from the payment of the same), the Owners herein along with the Promoter do hereby jointly grant convey sell transfer assure and assign unto the said Allottee/Purchaser herein **ALL THAT** the Residential Apartment No. _____ containing by estimation a **Chargeable Area** of _____sq.ft.(Carpet area) (be the same a little more or less) **ALONG WITH one/two Balcony** having a carpet area of _____ sq.ft. attached to the said flat (which area included in the Apartment area), more particularly described in the **Schedule B** hereunder written ("**Said Apartment**") on the _____ floor of the new building being **TOWER -1/2** comprised in the complex called **“RIDDHI SIDDHI IKON”** at **Mouza Hatishala**, J.L. No.09, appertaining to R.S. and L.R. Dag Nos. **879(P), 968(P), 971(P), 972, 973(P), 974(P), and 976(P)** in, within the local limits of Beonta II No. Gram Panchayet, Police Station: Hatishala, District 24 Parganas South (more fully and particularly mentioned and described in the **Schedule A** hereunder written and hereinafter referred to as "**the said Land**") **TOGETHER WITH** right to park _____medium size car in the Open/Covered/MLCP car parking space/s being No. _____ more particularly described in the **Schedule B** hereunder written (**Said Parking Space**), if any granted **AND TOGETHER WITH** pro rata share in the common parts portions areas and facilities of the Real Estate Project (Share In Common Areas), the said common parts portions areas and facilities of the Real Estate Project being described in **Schedule C** hereunder written ("**Common Areas**") **AND ALSO TOGETHER WITH** undivided, impartible, proportionate and variable share in the land underneath the Said Building, as be attributable and appurtenant to the Said Apartment ("**Land Share**"). The Said Apartment, the Said Parking Space (if any), the Share In Common Areas and the Land

Share, collectively described in **Schedule B** hereunder written (collectively “**the said Apartment and the Properties Appurtenant Thereto**”) AND ALSO TOGETHER WITH all rents issues and profits of and in connection with the said Apartment and the Properties Appurtenant Thereto AND all the estate right title and interest of the Owners into and upon the said Apartment and the Properties Appurtenant Thereto **BUT EXCEPTING AND RESERVING** such rights easements quasi-easements privileges reserved for any particular Apartment and/or the Society and/or Association of other Allottees/Purchasers (more fully and particularly mentioned and described in the **Schedule F** hereunder written) **AND TOGETHER WITH** all easements or quasi- easements and provisions in connection with the beneficial use and enjoyment of the said Apartment and the Properties Appurtenant Thereto (more fully and particularly mentioned and described in the **Schedule G** hereunder written) **TO HAVE AND TO HOLD** the said same absolutely and forever and **TOGETHER WITH** inheritance thereof free from all encumbrances suffered or created by the Owners and/or the Promoter BUT subject to the payment of proportionate share of land revenue, if any, AND also subject to the covenants running with the said land AND also subject to the Allottee/Purchaser performing fulfilling abiding by carrying out and observing the Allottee/Purchaser covenants including the restrictions binding on the Allottee/Purchaser as hereinafter contained relating to use, enjoyment and possession of the said Apartment and the Properties Appurtenant Thereto; AND also subject to the Allottee/Purchaser paying and discharging all Panchayat rates taxes and other statutory charges impositions taxes and levies in respect of the said Apartment and the Properties Appurtenant Thereto from the date of delivery of possession/date of commencement of liability whichever is earlier AND also subject to the Allottee/Purchaser paying proportionate share of common expenses and the share of the maintenance charges and the other charges and amounts in respect of the said Apartment and the Properties Appurtenant Thereto to the said Promoter and/or the Maintenance Agency appointed or the Association of Allottees AND also subject to several terms and conditions and covenants on the part of the Allottee/Purchaser and to be fulfilled and carried out and performed by the Allottee/Purchaser as herein stated AND in the premises aforesaid and at the requisition of the Allottee/Purchaser and with the consent of the Allottee/Purchaser it is recorded and confirmed that the sale and transfer of the undivided proportionate title to the said Land attributable to the Apartment/Unit by the Owners and of the undivided proportionate title to the areas taken up by other Common Areas by the Owners and the Promoter is and shall be deemed to be hereby conveyed to the Allottee/Purchaser in trust and for the benefit of the Association in which the Allottee/Purchaser shall be one of its members without requirement of any act in future on the part of the Owners and the Promoter. Such sale and transfer is intended to ipso facto take effect in favour of the Maintenance Agency appointed or the Association of Allottees immediately upon its incorporation absolutely and shall remain vested with the Allottee/Purchaser in the manner stated above until then. It is clarified that if any document or instrument is required, in law, to be executed and registered to confirm or vest the said transfer in favour of the Maintenance Agency appointed or the Association of Allottees, the parties hereto shall execute and register the same at the cost and expense of the Allottee/Purchaser.

I. THE OWNERS DOTH HEREBY COVENANT WITH THE ALLOTTEE/PURCHASER as follows:

1. The Owners have in pursuance of the said recited Conveyance/s herein below, have sufficient authority to grant, convey, transfer, assign and assure the said Apartment and the Properties Appurtenant Thereto in the manner herein stated.
2. That it shall be lawful for the Allottee/Purchaser at all times hereafter to peaceably and quietly hold, occupy and enjoy the said Apartment and the Properties Appurtenant Thereto without any lawful eviction, interruption, hindrance, disturbance, claim or demand whatsoever from or by the Owners but subject nevertheless to the provisions herein.
3. The Allottee/Purchaser shall have exclusive ownership of the said Apartment and the Properties Appurtenant Thereto.
4. The Allottee/Purchaser shall also have undivided proportionate share in the Common Areas of the Real Estate Project (described in **Schedule C** below). Since the share/interest of the Allottee/Purchaser in the Common Areas of the Real Estate Project is undivided and cannot be divided or separated, the Allottee/Purchaser shall use the Common Areas of the Real Estate Project along with other occupants/Allottees/Purchasers of the Project, maintenance staff etc., without causing any inconvenience or hindrance to them.

II. THE PROMOTER DOTH HEREBY COVENANT WITH THE ALLOTTEE/PURCHASER as follows:

1. The Promoter has in pursuance of the said recited Development, sufficient authority to grant, convey, transfer, assign and assure the said Apartment and the Properties Appurtenant Thereto along with the Owners in the manner herein stated.
2. That it shall be lawful for the Allottee/Purchaser at all times hereafter to peaceably and quietly hold, occupy and enjoy the said Apartment and the Properties Appurtenant Thereto without any lawful eviction, interruption, hindrance, disturbance, claim or demand whatsoever from or by the Promoter but subject nevertheless to the provisions herein.
3. It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for Sale and this Deed relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee/Purchaser from the date of obtaining the completion certificate, it shall be the duty of the Promoter to rectify such defects without further charge.

- 3.1 However it is clarified that the Promoter shall not be liable for any such defects on the following grounds;
- 3.1.1 Any negligence and/or laches on the part of the Allottee/Purchaser.
 - 3.1.2 Any act deed or thing on the part of any third party.
 - 3.1.3 Any act of vandalism or destruction on the part of any person.
 - 3.1.4 Due to any acts or omissions or commissions (of the Allottee/Purchaser or any person appointed by him or acting under him or under his instructions such as change in wiring, plumbing, fitting, cutting, chiseling, making hole. However If any defect arises due to any normal wear and tear or due to reasons not solely attributable to the Promoter, will also be acceptable to the Allottee/Purchaser.
 - 3.1.5 If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee/Purchaser taking over possession of the Apartment, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
 - 3.1.6 If there are changes changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottee/Purchaser, the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
 - 3.1.7 If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
 - 3.1.8 If the Allottee/Purchaser in possession now of the Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;
 - 3.1.9 Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost, excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than **20** Degree Centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
 - 3.1.10 If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee/Purchaser or his / her agents in the manner in which same is required to be maintained.

- 3.1.11 Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof. Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. Provided that where the manufacturer warranty as shown by the Promoter to the Allottee/Purchaser ends before the defect liability period and such warranties are covered under the maintenance of the said Residential Complex and if the annual maintenance contracts are not done/renewed by the Allottee/Purchaser/s, the Promoter shall not be responsible for any defects occurring due to the same.
- 3.1.12 If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.
- 3.1.13 on account of any force majeure events.

III. THE ALLOTTEE/PURCHASER DOETH HEREBY COVENANTS WITH THE OWNERS AND THE PROMOTER as follows:

- **Upon taking possession of the Said Apartment**, the Allottee hereby covenants and agrees as follows:
 - **Affirmative Covenants**
 - The Allottee agrees:
 - a) To Co-operate with the co-Allottees and/or other allottees/purchasers and the Promoter in the management and maintenance of the said Tower/Project.
 - b) To observe the rules and regulations framed from time to time by the Promoter and/or upon formation of the maintenance agency or the Association of Allottees.
 - c) To Allow the Promoter and/or their authorized representatives and/or the maintenance agency or Association of Allottees to enter the Apartment and/or common parts and areas, including the utility room, for the purpose of inspection, maintenance, and repairs.
 - d) To Pay and bear common expenses, outgoings, rates, and taxes from the date of possession, proportionately for the Tower/Project and/or common parts and wholly for the said Apartment, including maintaining the requisite deposits paid under the recited Agreement for Sale, along with GST, to the Promoter or the maintenance agency or Association of Allottees, as the case may be. Such liability has accrued from the date of notice of possession, irrespective of whether the Allottee has physically taken possession.
 - e) To Deposit with the Promoter or the maintenance agency or Association of Allottees, as the case may be, such amounts as may be reasonably required towards the liability for taxes, rates, and

outgoings.

- f) To Pay electricity charges wholly for the said Apartment and proportionately for the common areas.
- g) To Use the said Apartment strictly for residential purposes only.
- h) To Discharge all present and future rates, taxes, water charges, assessments, impositions, and outgoings payable in respect of the said Apartment.
- i) To maintain the said Apartment in good and substantial repair and condition.
- j) To Keep the Apartment clean and tidy, including cleaning both sides of windows and panels.
- k) To Use the Community Hall only for small family functions or meetings of the Allottees. Cooking is strictly prohibited; only warming or final dressing of pre-cooked food is permitted in the pantry/kitchen.
- l) Strictly follow and adhere to the rules and regulations and/or terms and conditions as may be decided by the Promoter and/or the Association of Allottees with regard to usage and timings fixed in respect of facilities and amenities provided in the project, in particular, the Community Hall, the Club Area, Swimming Pool and Gymnasium; To pay for, in case of exclusive use of community Hall, Pantry and electricity charges as may be fixed or determined by the Promoter and/or the Association of Allottees from time to time.
- m) To ensure that all interior work of furniture, fixtures and refurbishing of the said Unit/Flat or any repairs or renewals thereto, is carried out during day daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other co-allottees.

- **Negative Covenants**, independent of each other and are capable of being enforced independently
- The Allottee further covenants not to:
 - a. Sub-divide the Apartment or parking space.
 - b. Obstruct completion of the Tower-1 (phase-2).
 - c. Litter or accumulate refuse outside designated garbage areas.
 - d. Store or bring hazardous, combustible, or heavy items that may endanger the structure.
 - e. Hang or suspend heavy items from structural components.
 - f. Install air conditioners except at designated places and in accordance with the prescribed layout.
 - g. Store or display goods in the common areas.
 - h. Damage flooring/ceilings or interfere with other residents' use of amenities.
 - i. Use the Apartment for political meetings or offensive trade.
 - j. Slaughter or display slaughtered animals, or offend religious sentiments.
 - k. Permit auctions, exhibitions, or illegal, immoral, or nuisance activities.
 - l. Store dangerous, flammable, radioactive, or corrosive substances.
 - m. Discharge oil, grease, or hazardous effluents into the drainage system.
 - n. Obstruct use of common areas by other residents.

- o. Damage or demolish any part of the unit or fittings.
- p. Alter verandahs, balconies, colour schemes, or elevation without approval.
- q. Install protruding window grills without approval; only internal grills as designated are permitted.
- r. Do anything to render void any insurance or cause increased premiums.
- s. Make structural changes without prior written consent.
- t. Install private antennas on roofs or terraces.
- u. Use the Apartment for any commercial, industrial, or non-residential activity, or misuse the parking space (e.g., by constructing enclosures or permitting stay of persons therein).
- v. Violate building rules framed by the Promoter or Association.
- w. Display raw meat or conduct animal sacrifices in common areas.
- x. Hurt or injure sentiments of other residents.
- y. Use service areas or car parking areas for any purpose other than as earmarked.
- z. Claim rights over the roof of the lift machine room, overhead tank, stair headroom, or façade; these remain exclusively with the Promoter, including for hoardings, advertisements, etc.
- aa. Use allotted car parking space only for a passenger car.
- bb. Use parking only for car/two-wheeler, as designated.
- cc. Permit residence or alternate usage in parking space.
- dd. Park vehicle in a manner obstructing others.
- ee. Wash car in the parking space without cleaning it thereafter.
- ff. Cover or construct on parking space or open areas.
- gg. Store items in parking space.
- hh. Violate parking rules framed by the maintenance agency or Association.
- ii. Transfer parking space separately from the Apartment.
- jj. Hold the Promoter liable if parking facility is temporarily or permanently disrupted.
- Further, in the case of a mechanical parking system, the Allottee shall strictly abide by the usage norms and safety regulations prescribed by the Promoter or Association.

IV. THE ALLOTTEE/PURCHASER DOTH HEREBY FURTHER COVENANTS WITH THE OWNERS AND THE PROMOTER as follows:

- **Allottee Covenants relating to Club:**
 - a. The allottee shall have a right to use the club facilities on a non-exclusive and non-transferable basis.
 - b. Club facilities are usually appurtenant to ownership of the Apartment and cannot be separately sold, leased or disposed of.
 - c. All allottees are deemed to become automatic members of the club upon possession.

- d. The membership is co-extensive with Apartment ownership and shall cease upon transfer of the Apartment.
- e. Allottees must pay periodic usage/maintenance charges as to be decided by the Promoter and/or the Association of Allottees from time to time for upkeep and running of the club.
- f. Delay in payment may attract interest and suspension of access.
- g. Upon sale or transfer of the Apartment, membership rights in the club automatically pass to the new buyer, subject to compliance and payment of applicable charges.
- h. Club facilities cannot be used for commercial purposes or sub-letting, unless explicitly permitted under the club rules.
- i. The club may be operated by the Promoter and/or the Association of Allottees or a professional agency.
- j. Promoter may retain initial control till handover to the association.
- k. Allottees must adhere to the rules and regulations framed for club usage, including guest policies, dress code, timings, etc.
- l. Misconduct may lead to suspension of access.
- m. Facilities are for common benefit of all project allottees and cannot be restricted to a particular group or Tower.
- n. Allottees shall keep the association/promoter indemnified against any liability, damage, or injury caused by their actions or misuse of club facilities.

V. THE ALLOTTEE/PURCHASER DOETH HEREBY FURTHER COVENANTS WITH THE OWNERS AND THE PROMOTER as follows:

- The Allottee further acknowledges for the **maintenance** of the building/ Apartment/ Project.
 - **Appointment of Maintenance Agency / Formation of Association**
 - a. The Allottee acknowledges that maintenance of the Common Areas, parts, portions, amenities, and supply of services is for the collective benefit of all apartment owners. Accordingly, the Allottee hereby irrevocably authorizes the Promoter to appoint a Maintenance Agency on such terms and conditions as the Promoter may, in its sole discretion, deem fit and proper. The said Maintenance Agency shall be responsible for the maintenance and management of the Common Areas and for the provision of common services.
 - b. The Allottee shall be liable to pay monthly/quarterly/annual Service Charges to the Maintenance Agency as per the rates applicable and notified from time to time.
 - **Interim Maintenance by Promoter**
 - a) Until the formation of the Association of Allottees and/or appointment of a Maintenance Agency, the Promoter shall be responsible for maintaining the Common Areas and rendering essential

common services. The Allottee shall be liable to pay monthly/quarterly/annual interim Service Charges to the Maintenance Agency as per the rates applicable and notified from time to time.

○ **Transfer of Maintenance to Association**

- a) Upon formation of the Maintenance Agency appointed or the Association of Allottees, the said entity shall take over control and management of the Common Areas and shall thereafter be responsible for the maintenance and provision of common services.

○ **Formation and Membership of Association**

- a) The Allottee acknowledges that the Apartment owners shall, amongst themselves, form an Association of Allottees, which may be constituted as a society, company, syndicate, association of persons.
- b) The Allottee agrees to become a member of such Association and to abide by its rules, regulations, and bye-laws as may be framed from time to time.

○ **Proportionate Payment of Taxes**

- a) Until such time that each Apartment is separately mutated and assessed by the competent authority, the Allottee shall pay the proportionate share of all taxes, rates, and outgoings assessed on the overall land/project. Such payments shall be made within 7 (seven) days from the date of demand raised by the Promoter or the Maintenance Agency or the Association of Allottees, and the Allottee's share shall be determined based on the carpet area of the Apartment in proportion to the total carpet area of the Project.

○ **Responsibility to Provide Essential Services**

- a) The Promoter shall continue to provide and maintain essential services in the Project until such time as the Association of Allottees takes over maintenance responsibilities upon issuance of the Completion Certificate. The Allottee shall pay the cost of such services to the Promoter from the date of the Completion Certificate until the handover to the Association.

○ **Definition of Maintenance Expenses**

- a) "Maintenance Charges" or "Common Expenses" shall include all costs related to maintenance, management, repair, and administration of the Common Areas and Installations and for provision of common services to the Allottees. This includes, but is not limited to, expenses detailed in **Schedule D** of this Deed.

○ **Right to Use Common Areas Subject to Payment**

- a) The Allottee agrees and acknowledges that his/her/their right to use the Common Areas and Common Facilities is conditional upon the timely payment of all maintenance charges and performance of obligations under this Deed and the rules of the Maintenance Agency or the Association of Allottees.

○ **Consequences of Non-Payment**

- a) In case of non-payment of maintenance and service charges, duly revised from time to time, the Allottee shall be liable to pay interest at the rate of **2% (two percent) per month** on the outstanding amount.
- b) If such default continues for a period of 60 (sixty) days, the Promoter and/or the Maintenance Agency or the Association of Allottees shall be entitled, without prejudice to other remedies, to:
- Discontinue electricity supply to the Apartment.
 - Disconnect or discontinue water supply.
 - Withhold the use of lifts by the Allottee, their family members, and visitors.
 - Discontinue DG power backup facility.

○ **Interest and Recovery Costs**

- a) The interest shall continue to accrue at **2% (two percent) per month** on all unpaid amounts until fully paid. Additionally, such facilities shall not be restored until the Allottee clears the full amount in arrears along with:
- Accrued interest,
 - Legal costs,
 - Collection charges, and
 - Reasonable attorney's fees incurred by the Promoter, Maintenance Agency, or Association of Allottees for enforcement and recovery.
- The aforesaid negative covenants are independent of each other and are capable of being enforced independently.

VI. THE ALLOTTEE/PURCHASER DOTH HEREBY FURTHER COVENANTS WITH THE OWNERS AND THE PROMOTER as follows:

- a. The Allottee further agrees that in the event the unconsumed and any additional Floor Area Ratio (FAR) is permitted and sanctioned by the competent sanctioning authority in future, the Promoter shall be entitled to utilize and consume such additional FAR vertically over the existing Towers as per the sanctioned building regulations, without requiring any consent or objection from the Allottee. The Allottee expressly agrees and undertakes not to raise any objection or claim in respect of such additional construction, nor shall the Allottee be entitled to claim any compensation, consideration, or adjustment on account of any reduction in the proportionate share in land, common areas, or otherwise, arising out of such utilization of the unconsumed and any additional FAR by the Promoter. Provided however, the Promoter shall ensure that the Allottee's

Apartment remains safe, structurally secured, and that possession, use, and enjoyment of the Apartment by the Allottee is not disturbed or interfered with during or after the execution of any such additional construction.

- b. The Allottee fully comprehends, acknowledges and accepts that **(1)** the Land Share and the Share In Common Portions is a notional proportion that the Apartment bears to the currently proposed area of the Project **(2)** if the area of the Project is recomputed by the Promoter/Owner, integrate or add (notionally or actually), then the Land Share, and the Share In Common Portions shall vary accordingly and proportionately and the Allottee shall not question any variation (including diminution) therein **(3)** the Allottee shall not demand any refund of the total consideration paid by the Allottee on the ground of or by reason of any variation of the Land Share and the Share In Common Portions and **(4)** the Land Share and the Share In Common Portions are not divisible and partible and the Allottee shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter/Owner, in its absolute discretion.
- c. Further the Allottee acknowledges that the right of the Allottee shall remain restricted to his / her / their respective Apartment and the properties appurtenant thereto and the Allottee shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Apartment or space and/or any other portions of the Project or Complex.

VII. All letters, receipts and/or notices issued by the Promoter herein or the Maintenance Agency appointed or the Association of Allottees vide Emails/SMS to the Allottee/Purchaser will be sufficient proof of receipt of the same by the Allottee/Purchaser and shall effectually discharge the Promoter herein or the Maintenance Agency appointed or the Association of Allottees. The Allottee/Purchaser, however, shall not be entitled to plead non-service by the Promoter herein or the Maintenance Agency appointed or the Association of Allottees, non-receipt by the Allottee/Purchaser of any notice, if such notice in writing has been duly displayed by the Promoter or the Maintenance Agency appointed or the Association of Allottees at a prominent place at the said building. Notices by Email/SMS shall be acceptable and acknowledged by the Allottee/Purchaser and sending of notice by the Promoter herein or the Maintenance Agency appointed or the Association of Allottees to the Allottee/Purchaser by post will be only precautionary and not compulsory.

VIII. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Deed, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.

SCHEDULE “A”

(the said Land)

ALL THAT the demarcated piece and parcel of Bastu land containing by measurement an area of **6 Bighas 12 Cottahs 06 Chittacks 42 Sq.ft.** equivalent to **218.514 decimals** more or less, comprised in **L.R. Dag Nos. 879 (P), 968 (P), 971 (P), 972, 973 (P), 974 (P), and 976 (P) in Mouza Hatishala**, under **L.R. Khatian Nos. 3919, 4751 (Amit Ghosh) and 4135,4149 (Sambit Basu), J.L.No.09**, within the local limits of Beonta II No. Gram Panchayet, P.O. Hatishala, P.S. **Hatishala** (Previously known as Kolkata Leather Complex), Pin-700135, District 24 Parganas South together with right of easement for the purpose of ingress and egress from the property and more fully delineated in the Site Plan annexed hereto and marked within “Red Borders”.

BUTTED AND BOUNDED as follows:

ON THE NORTH	By 50”-O Wide Main Road comprising out of R.S. & L.R. Dag No. 977
ON THE SOUTH	By R.S. & L.R. Dag No. 880 & 968
ON THE EAST	By R.S. & L.R. Dag Nos.976 (P), 974 (P), 973 (P), 879 (P)
ON THE WEST	By 43”-O feet wide Common Road

OR HOWSOEVER OTHERWISE said Land butted bounded, numbered, known and distinguished.

SCHEDULE “B”

(Said Apartment And The Properties Appurtenant Thereto)

ALL THAT self-contained Apartment/Unit being **Flat No:** _____ on the _____ **Floor** of the building in **Tower – 1/2** measuring about **carpet area** of _____ square feet corresponding to built up area of _____ square feet corresponding to **super built up area** of _____ square feet consisting of _____ bed rooms, one living cum dining area, one kitchen, _____ toilet, and **one/two balcony** having carpet area admeasuring _____ sq. ft. more or less (which area included in the Apartment area) along with right to park _____ small/medium size car in the **open/covered/MLCP Car Parking Space** No. _____ on the **GROUND floor of the said Project / FIRST Floor of Tower-1/2** admeasuring about _____ **Square** and of pro rata share in the common areas and proportionate undivided share of the land and premises of the said Tower constructed over land mentioned herein before stated **TOGETHER WITH** the rights of the common areas, use, benefits and enjoyments and privileges in all common parts including Reservoir, stairs, landings, sewers, sanitation, common electric, water, roof, fittings and fixtures, installations whatsoever and appurtenances quasi-easement rights, privileges and enjoyment and obligations whatsoever, Apartment more fully and particularly demarcated by **RED** border lines with a plan and map annexed herewith and Car Parking Pace more fully and particularly demarcated by _____ border lines with a separate plan and map annexed herewith.

SCHEDULE “C”

(Common Areas, Portions and Amenities/Facilities)

- a) The entire land on which the Project is developed;
- b) Staircases, lifts, lift lobbies, fire escapes and corridors;
- c) Terraces (except terrace on first floor attached to units), roofs, parks, playgrounds and common storage spaces;
- d) Common entrance and exit points;
- e) Common walls, water tanks, pump rooms, electrical rooms, generator rooms;
- f) Installations of central services such as electricity, water supply, sanitation, lighting, air conditioning, and incinerating services;
- g) Community and commercial facilities as provided in the Project for common use;
- h) 24 hrs. Water supply
- i) Generator /power backup for all common areas & services
- j) Service Toilets for Housekeeping, Facility Management, Staffs etc.
- k) Sewage treatment plant.
- l) Renewable energy – Solar power to meet electricity generation as per PCB norms.
- m) Rain water harvesting & recharge pits as per PCB norms.
- n) CCTV with central security surveillance in common areas.
- o) Gated Community – Security personal at Strategic points
- p) Intercom Connectivity / app facility for security purpose only.
- q) Modern Fire Fighting System as per fire norms.
- r) Swimming Pool
- s) Changing Room And Spa
- t) Ac Gymnasium
- u) Ac Indoor Games Room
- v) Ac Community Hall / Association Room
- w) Pantry & Other Services
- x) Lounge & Co. Working Space

SCHEDULE “D”

(Common Expenses)

- 1. All costs of maintenance, operating, replacing, white washing, painting, insurance, rebuilding, reconstructing, decorating, redecorating and lighting the common parts and common areas, portions and amenities of the building and the complex and also the outer walls of the building/s and parking spaces and also for security of the said building and the complex.
- 2. The salaries of all persons employed for the same purpose.

3. All charges and deposits for supplies of common utilities.
4. Panchayat taxes and other outgoings save those separately assessed or charged or claimed for or on the respective Apartment.
5. Costs and charges of establishing for maintenance of the building and the complex and for watch and ward staff of the same.
6. All litigation expenses appertaining to the maintenance and protection of the said building and the complex and disputes regarding claims and/or demands from the Panchayat and/or other Legal Authorities.
7. The office expenses incurred for maintaining the office for common purposes.
8. All other expenses and outgoings as are deemed by the Promoter to be necessary or incidental for and regulating interest and/or the rights of the Allottees and occupiers including Promoter.
9. All expenses referred to above shall be borne by the Allottee from date of notice as to completion of Apartment and for taking possession of Apartment /Unit.

SCHEDULE “E”
[SPECIFICATIONS]

- **FOUNDATION-** RCC Foundation resting on cast -in -situ reinforced concrete bored piles complying with relevant IS code.
- **STRUCTURE FRAMEWORK:** Earthquake resistant RCC framed structure complying with relevant IS code.
- **BRICK WORK:** Eco-friendly, brickwork with Autoclaved Concrete (AAC) blocks used for better quality, thermal insulation, lighter structure and reduction of damp.
- **COMMON ROOF:** RCC roof with waterproofing and protective layer.
- **FINISHING OF EXTERIOR WALL:** Weather proof paint.
- **BALCONY :**
Door :
 - a) Aluminium sliding door with full glazing if attached to Living & Dining or flush door if attached to Bedroom
 - b) Railing: MS railing
 - c) Electrical :Provision for washing machine point
- **GROUND FLOOR LOBBY :** Well decorated and exclusive Lobby to access the Club area
- **LIVING/ DINING :**
 - a) Flooring: Vitrified tiles (2 x 2 ft)
 - b) Wall : Putty
 - c) Ceiling : Putty
 - d) Main Door: Flush door with teak finish on the external side

- e) Window: Standard Powder Coated Aluminium Section / UPVC Window or equivalent.
- f) Electrical: Concealed copper wiring with modular switches of reputed make, provision for telephone, television point, intercom, AC point and Door Bell point at the main door entrance.
- **COMMON AREA :** Putty with paint finish
- **BEDROOMS :**
 - a) Flooring : Vitrified tiles (2 x 2 ft)
 - b) Wall : Putty
 - c) Ceiling : Putty
 - d) Door : Wooden Frame with Flush Door
 - e) Window: Standard Powder Coated Aluminium Section / UPVC Window or equivalent.
 - f) Electricals: Concealed copper wiring with modular switches of reputed make, provision for Television point and AC points.
- **KITCHEN :**
 - a) Flooring : Vitrified / Ceramic Anti-skid Tiles or equivalent
 - b) Wall: Putty finish, wall tiles up to 2 ft height over kitchen counter
 - c) Ceiling : Putty finish
 - d) Window: Standard Powder Coated Aluminium Section / UPVC Window or equivalent.
 - e) Counter: Granite platform with Stainless steel Sink.
 - f) Electricals: Concealed copper wiring with modular switches of reputed make, provision for Refrigerator, water purifier, oven and Exhaust fan.
- **TOILET :**
 - a) Flooring : Vitrified / Ceramic Anti-skid Tiles or equivalent
 - b) Wall :Ceramic tiles upto door height
 - c) Ceiling :Putty finish
 - d) Door : Wooden Frame with Flush Door
 - e) Sanitary: White Sanitary ware from reputed brands.
 - f) CP Fittings: CP fittings from reputed brands.
 - g) Electrical: Concealed copper wiring with modular switches of reputed make, provision for light, geyser and exhaust fan points.
- **LIFTS:** 3 nos Elevator of reputed make in each Tower and one exclusive Elevator for Club access.

SCHEDULE “F”

(Easements or Quasi - Easements)

The under mentioned rights easements and quasi easements privileges and appurtenances shall be reserved for Promoter and/or the Maintenance Agency appointed or the Association of Allottees.

- a) The right in common with the Allottee/Purchaser and/or other person or persons entitled to the other part or parts of the Tower as aforesaid for the ownership and use of common part or parts of the Tower including its installations staircases open spaces in ground floor covered spaces electrical installations and other passages.
- b) The right of passage in common with the Allottee/Purchaser and other person or persons as aforesaid for electricity water and soil from and to any part (other than the said Apartment) of the other part or parts of the Tower through pipes, drains, wires, conduits lying or being under through or over the Said Apartment so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the Tower for all purposes whatsoever.
- c) The right of protection for other portion or portions of the Tower by all parts of the Said Apartment as far as they now protect the same or as may otherwise become vested in the Allottee/Purchaser by means of structural alterations to the Said Apartment or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the Tower.
- d) The right for the Maintenance Agency appointed or the Association of Allottees and / or occupier or occupiers of other part or parts of the Towers for the purpose of ingress and egress to and from such other Part or parts of the Towers, the front entrances staircase, electrical installation open and covered space and other common passages or paths of the Towers.
- e) The right of the Maintenance Agency appointed or the Association of Allottees or its authorized agents with or without workmen and necessary materials to enter from time to time upon the Said Apartment for the purpose of repairing so far as may be necessary such pipes drains wires and conduit underground/ overhead Reservoir, firefighting equipment as aforesaid.

SCHEDULE "G"

(Easements or Quasi - Easements)

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

- a) The Allottee/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 Maintenance Agency appointed or the Association of Allottees the rights easements quasi easements privileges and appurtenances hereinafter more particularly set forth in the SCHEDULE F HERETO.
- b) The right of access and passage in common with the Maintenance Agency appointed or the Association of Allottees and/or the other Allottees/Purchasers and occupiers of the Tower/Project at all times and for all normal lawful purposes connected with the use and enjoyment of the

staircase, bore well, lifts and electrical installations and all other covered common areas installations and facilities in the Tower and the Said Land.

- c) 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 Allottee/Purchaser or any person deriving title under the Allottee/Purchaser or the servants agents employees and invitees of the Allottee/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 Allottee/Purchaser of the said Housing Complex and the Maintenance Agency appointed or the Association of Allottees along such drive way and path ways as aforesaid.
- d) The right of support shelter and protection of the Said Apartment by or from all parts of the Tower so far they now support shelter or protect the same.
- e) 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 Tower and the Said Land so as far as may be reasonable necessary for the beneficial occupation of the Said Apartment and for all purposes whatsoever.

SCHEDULE “H”
(Devolution of Title)

Whereas:

1. By the following several sale deeds, the Owners herein have purchased and acquired the said land, for the consideration and on the terms and conditions therein mentioned.

L.R. Dag Nos.	Owner No.1 Purchased Area (Dec.)	Deed No. (Owner No.1)	Owner No.2 Purchased Area (Dec.)	Deed No. (Owner No.2)
879	8.3925 out of 8.52	Deed No. 00145 of 2024 and duly registered at the Office of D.S.R. V South 24 Parganas	2.5062 out of 3.2	Deed No. 00136 of 2024 and duly registered at the Office of D.S.R. V South 24 Parganas
	0.13875	Deed No. 00069 of 2024 and duly registered at the Office of D.S.R. V South 24 Parganas	25.89	Deed No. 00176 of 2024 and duly registered at the Office of D.S.R. V South 24 Parganas
	11.68	Deed No. 00137 of 2024 and duly registered at the Office of D.S.R. V South 24 Parganas	0.4836 out of 0.553	Deed No. 03449 of 2024 and duly registered at the Office of D.S.R. V South 24 Parganas
	10.18	Deed No. 00224 of 2024 and duly		

		registered at the Office of D.S.R. V South 24 Parganas		
968	1.968 out of 2.25	Deed No. 00069 of 2024 and duly registered at the Office of D.S.R. V South 24 Parganas	2.1175	Deed No. 10664 of 2024 and duly registered at the Office of A.D.S.R. Bhangore
971	0.74	Deed No. 02980 of 2023 and duly registered at the Office of D.S.R. V South 24 Parganas		
	8.57	Deed No. 00240 of 2024 and duly registered at the Office of D.S.R. V South 24 Parganas		
	20.1288 out of 20.91	Deed No. 00241 of 2024 and duly registered at the Office of D.S.R. V South 24 Parganas		
972	12	Deed No. 03175 of 2023 and duly registered at the Office of D.S.R. V South 24 Parganas Deed No. 03176 of 2023 and duly registered at the Office of D.S.R. V South 24 Parganas Deed No. 10215 for the year 2024 and duly registered at the office of D.S.R. – IV, South 24 Parganas Deed No. 10538 for the year 2024 and duly registered at the office of D.S.R. – IV, South 24 Parganas Deed No. 10543 for the year 2024 and duly registered at the office of D.S.R. – IV, South 24 Parganas Deed No. 10784 for the year 2024 and duly registered at the office of D.S.R. – IV, South 24 Parganas		

973	84.49	Deed No. 00392 of 2024 and duly registered at the Office of D.S.R. V South 24 Parganas		
974			4.28	Deed No. 00125 of 2024 and duly registered at the Office of D.S.R. V South 24 Parganas
976	0.884	Deed No. 02980 of 2023 and duly registered at the Office of D.S.R. V South 24 Parganas	6.724 out of 17.0575	Deed No. 00754 of 2024 and duly registered at the Office of D.S.R. V South 24 Parganas
	4.75	Deed No. 00513 of 2024 and duly registered at the Office of D.S.R. IV South 24 Parganas	11.0675 out of 11.38	Deed No. 00755 of 2024 and duly registered at the Office of D.S.R. V South 24 Parganas
	1.06 out of 6.26	Deed No. 00138 of 2024 and duly registered at the Office of D.S.R. V South 24 Parganas	9.843 out of 11.38	Deed No. 00700 of 2024 and duly registered at the Office of D.S.R. V South 24 Parganas
	3.52	Deed No. 11339 of 2023 and duly registered at the Office of D.S.R. IV South 24 Parganas		

2. The Owners herein after purchasing the said premises and caused their names mutated in the Assessment records of the B.L. & L.R.O. vide **L.R. Khatian Nos.4135, 4751, 4149 and 3919** respectively. It may be noted that L.R. Khatian No.4751 was mutated after the registration of the herein below recited Joint development Agreement **dated 6th November,2024**.
3. The Owners herein got the classification of the said land converted to Bastu under Section 4C of the West Bengal and Reforms Act,1955 vide the following Conversion Orders issued by the Government of West Bengal, Revenue Office, B.L.&L.R.O, Bhangore - 2, South 24 Parganas (which was completed either before the acquisition in the name of erstwhile owner and/or after acquisition of their respective share in the said Dags).
 - Conversion Order dated 15.03.2023 vide Case No. CN/2022/1603/1775 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
 - Conversion Order dated 15.03.2023 vide Case No. CN/2022/1603/1776 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
 - Conversion Order dated 14.06.2024 vide Case No. CN/2024/1603/1459 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.

- Conversion Order dated 01.09.2023 vide Case No. CN/2023/1603/1156 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
- Conversion Order dated 10.10.2023 vide Case No. CN/2023/1603/1222 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
- Conversion Order dated 01.09.2023 vide Case No. CN/2023/1603/1200 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
- Conversion Order dated 10.10.2023 vide Case No. CN/2023/1603/1403 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
- Conversion Order dated 10.10.2023 vide Case No. CN/2023/1603/1565 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
- Conversion Order dated 10.10.2023 vide Case No. CN/2023/1603/1567 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
- Conversion Order dated 10.10.2023 vide Case No. CN/2023/1603/1647 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
- Conversion Order dated 10.10.2023 vide Case No. CN/2023/1603/1644 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
- Conversion Order dated 10.10.2023 vide Case No. CN/2023/1603/1646 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
- Conversion Order dated 10.10.2023 vide Case No. CN/2023/1603/1649 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
- Conversion Order dated 10.10.2023 vide Case No. CN/2023/1603/1648 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
- Conversion Order dated 10.10.2023 vide Case No. CN/2023/1603/1406 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
- Conversion Order dated 10.10.2023 vide Case No. CN/2023/1603/1564 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
- Conversion Order dated 12.10.2023 vide Case No. CN/2023/1603/1563 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
- Conversion Order dated 09.10.2023 vide Case No. CN/2023/1603/1442 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
- Conversion Order dated 09.10.2023 vide Case No. CN/2023/1603/1428 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
- Conversion Order dated 09.10.2023 vide Case No. CN/2023/1603/1429 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
- Conversion Order dated 09.10.2023 vide Case No. CN/2023/1603/1431 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
- Conversion Order dated 09.10.2023 vide Case No. CN/2023/1603/1440 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.

- Conversion Order dated 09.10.2023 vide Case No. CN/2023/1603/1441 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
- Conversion Order dated 09.10.2023 vide Case No. CN/2023/1603/1439 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
- Conversion Order dated 09.10.2023 vide Case No. CN/2023/1603/1443 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
- Conversion Order dated 09.10.2023 vide Case No. CN/2023/1603/1445 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
- Conversion Order dated 18.09.2023 vide Case No. CN/2023/1603/1161 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
- Conversion Order dated 18.09.2023 vide Case No. CN/2023/1603/1179 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
- Conversion Order dated 01.09.2023 vide Case No. CN/2023/1603/1180 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
- Conversion Order dated 01.09.2023 vide Case No. CN/2023/1603/1177 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
- Conversion Order dated 01.09.2023 vide Case No. CN/2023/1603/1176 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
- Conversion Order dated 01.09.2023 vide Case No. CN/2023/1603/1175 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
- Conversion Order dated 01.09.2023 vide Case No. CN/2023/1603/1174 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
- Conversion Order dated 01.09.2023 vide Case No. CN/2023/1603/1173 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
- Conversion Order dated 01.09.2023 vide Case No. CN/2023/1603/1172 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
- Conversion Order dated 01.09.2023 vide Case No. CN/2023/1603/1171 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
- Conversion Order dated 01.09.2023 vide Case No. CN/2023/1603/1170 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
- Conversion Order dated 01.09.2023 vide Case No. CN/2023/1603/1169 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
- Conversion Order dated 01.09.2023 vide Case No. CN/2023/1603/1168 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
- Conversion Order dated 01.09.2023 vide Case No. CN/2023/1603/1167 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
- Conversion Order dated 01.09.2023 vide Case No. CN/2023/1603/1165 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.

- Conversion Order dated 01.09.2023 vide Case No. CN/2023/1603/1164 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
 - Conversion Order dated 01.09.2023 vide Case No. CN/2023/1603/1163 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
 - Conversion Order dated 01.09.2023 vide Case No. CN/2023/1603/1160 issued by B.L. & L.R.O. Bhangore - 2, South 24 Parganas.
4. Subsequently the Owners and the Promoter entered into a Joint Development Agreement **dated 6th November, 2024**, registered in **Book I, Volume No.1602-2024, pages from 499019 to 499072, being No.160214786 for the year, 2024** at the office of **D.S.R-II, SOUTH 24 PARGANAS, ALIPORE**, the Owners with the intent of undertaking the development of the said Land, granted the exclusive right of development in respect of the said Land unto and in favour of the Promoter herein for the consideration and subject to the terms and conditions contained and recorded in the said Agreement and subsequently the Owners herein vide Development Power of Attorney dated **6th November, 2024**, registered in **Book I, Volume No.1602-2024, pages from 498986 to 499005, being No.160214809 for the year, 2024** at the office of **D.S.R-II, SOUTH 24 PARGANAS, ALIPORE** in connection therewith. In terms of the said Development Agreement it has been agreed between the Promoter and the Owners that the realizations as defined therein accruing consequent to sale and transfer of any flat/apartment in the said Tower will be shared between the Owner/s and the Promoter in a manner whereby the Owner/s shall be entitled to **34%** and the Promoter shall be entitled to retain for itself the remaining **66%** as per understanding mentioned under **Article I and XII** of the Joint Development Agreement **dated 6th November, 2024**.
 5. Pursuant to the execution and registration of the Development Agreement, it was mutually decided between the Owners and the Promoter to develop a residential project over the said Project Land in two phases, comprising of two towers, namely **Tower No. 1 and Tower No. 2**. The said project shall be known and identified as **"RIDDHI SIDDHI IKON"** (hereinafter referred to as the "Project").
 6. In furtherance of the said intention, the Promoter, jointly with the Owners, obtained a sanctioned building plan from the South 24 Parganas Zilla Parishad vide **Plan No. 984/114/KMDA** dated 23.06.2025, along with the connected Permission Letter dated 28.06.2025, for the development of Phase-I of the Project.
 7. Phase-I of the Project comprises:
 - Tower No. 2, being a G+XVI storied building; and
 - Tower No. 1, being a G+2 storied building (part).

8. The Ground Floor and First Floor of both Tower No. 1 and Tower No. 2 have been earmarked and reserved for car parking spaces, common amenities, and facilities, as more fully depicted in the sanctioned plan.
9. The superstructure of Tower No.2 comprises a total of **117 (One Hundred Seventeen) Residential Apartments**, situated from the Second Floor to the Sixteenth Floor, as more fully delineated in the sanctioned plan.
10. Tower No.1 contains **05 (Five) Residential Apartments** located exclusively on the Second Floor, as more fully depicted in the sanctioned plan.
11. Both the towers are interconnected on the First Floor via Car Parking Spaces and on the Second Floor via a podium, which accommodates common amenities, landscaped areas, and related facilities, as per the sanctioned plan.
12. Pursuant to terms of the development Agreement, the Promoter along with the owners got (i) No Objection Certificate from Airport Authority of India on 24.10.2024 vide NOC ID No.KOLK/EAST/B/101624/1286414, (ii) Fire Clearance from Government of West Bengal, Office of the Director General, West Bengal Fire & Emergency Services on 27.12.2024 vide Memo No.FSR/211862406300007167 and (iii) No Objection for Microwave clearance from BSNL on 31.12.2024 vide NOC NO.CN-E-15/22/4/2021-HQ-PROJECT-I-KOL-CN-E/, which is required for commence and completion of project along with the sanction plan.
13. The Promoter commenced and completed the construction of Phase-I **TOWER-1 (part) and TOWER-2** in accordance with the sanctioned plan and the terms and specifications laid down in this Deed.

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

SIGNED AND DELIVERED by the
PROMOTER at Kolkata in the
presence of :

SIGNED AND DELIVERED by the
OWNER/S at Kolkata in the
presence of :

SIGNED AND DELIVERED by the
ALLOTTEE/PURCHASER at Kolkata in the
presence of :

All in the presence of common:

Witnesses:

Signature _____

Signature _____

Name _____

Name _____

Father's Name _____

Father's Name _____

Address _____

Address _____

Drafted by:

RECEIVED from the within named Allottee/Purchaser the within mentioned sum of Rs. _____ paid at or before the execution of these presents as per memo below.

RECEIPT AND MEMO OF CONSIDERATION

Sl. No.	Cheque/DD No.	Date	Name of the Bank	Amount (in Rs.)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

(Promoter)

WITNESSES:

Signature- _____

1. Name:

Signature- _____

2. Name:

