

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE IS MADE ON THIS THE DAY OF
..... TWO THOUSAND AND TWENTY FOUR (2024)
BETWEEN

- 1) **CRYSTAL MERCANTILES PRIVATE LIMITED, (PAN AABCC0421H)** a Company duly registered and incorporated under the provisions of the Companies Act, 1956 having its registered office at the Premises No. 1/1B, Upper Wood Street, P.O. Circus Avenue, P.S. Shakespeare Sarani, Kolkata-700017.
- 2) **ESQUIRE COMMERCE PRIVATE LIMITED (PAN AAACE5611L)** a Company duly registered and incorporated under the provisions of the Companies Act, 1956 having its registered office at the Premises No.1/1B, Upper Wood Street, Post Office-Circus Avenue, Police Station-Shakespeare Sarani, Kolkata-700 017.
- 3) **SAGUN VINIYOG PRIVATE LIMITED (PAN AAICS9363B),** a Company duly registered and incorporated under the provisions of the Companies Act, 1956 having its registered office at the Premises No. 1/1B, Upper Wood Street, P. O. Circus Avenue, P. S. Shakespeare Sarani, Kolkata – 700017.
- 4) **SHALINI FARMS PRIVATE LIMITED (PAN AAEC5637A)** a Company duly registered and incorporated under the provisions of the Companies Act, 1956 having its registered office at the Premises No1/1B, Upper Wood Street, P. O. Circus Avenue, P. S. Shakespeare Sarani, Kolkata – 700017.
- 5) **STONE MERCANTILES PRIVATE LIMITED (PAN AADCS 7714H)** a Company duly registered and incorporated under the provisions of the Companies Act, 1956 having its registered office at 1/1B, Upper Wood Street, Post Office- Circus Avenue, Police Station-Shakespeare Sarani, Kolkata-700 017.
- 6) **ZION PROPERTIES PRIVATE LIMITED, (PAN AAACZ0818N)** a Company duly registered and incorporated under the provisions of the Companies Act, 1956 having its registered office at 1/1B, Upper Wood Street, P.O. Circus Avenue, Police Station Shakespeare Sarani, Kolkata 700 017.
- 7) **VEDIC RESORTS & HOTELS PVT. LTD. (PREVIOUSLY KNOWN AS CIRCLE CLUBS AND RESORTS PVT LTD), (PAN AABCC0736B)** a Company duly registered and incorporated under the provisions of the Companies Act, 1956 having its registered office at Vedic Village, Shikharpur, P.O. Bagu, Chandpur Gram Panchayat, P.S. Rajarhat, District North 24-Parganas, Pin-700135, represented by **their constituted attorney Cosmos Commerce Pvt. Ltd. & Greentech IT City Pvt. Ltd.** vide Development Power of Attorney dated **19.02.2024, recorded in Book No I, Volume No 1904-2024 Pages from 135994 to 136035 being No.190402240, for the year 2024, before the Additional Registrar of Assurances – IV.** through their authorized signatory (PAN) son of by faith, having office at, P.O. Circus Avenue, Police Station, Kolkata, hereinafter referred to as the **"VENDORS/OWNERS"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors, successors-in-interests and/or assigns) of the **FIRST PART.**

AND

COSMOS COMMERCE PRIVATE LIMITED (PAN: AABCC 0983C), a Company duly registered and incorporated under the provisions of the Companies Act, 1956 having its registered office at 1/1B, Upper Wood Street, P.O. Circus Avenue, Police Station Shakespeare Sarani, Kolkata 700 017 and **GREENTECH IT CITY PRIVATE LIMITED (PAN AACCA 6348Q)** (previously Vedic Diamond IT Links Pvt. Ltd., and Prior thereto Akash Nirman Pvt. Ltd.) a Company duly registered and incorporated under the provisions of the Companies Act, 1956 having its registered office at 1/1B, Upper Wood Street, P.O. Circus Avenue, Police Station Shakespeare Sarani, Kolkata 700 017, through their authorized signatory _____ (_____) son of Sri _____ by faith Hindu, having office at 1/1B, Upper Wood Street, P.O. Circus Avenue, Police Station Shakespeare Sarani, Kolkata 700 017, herein after referred to as the **PROMOTER/DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors, successors-in-interests and/or assigns) of the **SECOND PART** **(PAN**) son of by faith, having office at, P.O. Circus Avenue, Police Station,i, Kolkata,.

AND

..... (PAN) (Aadhar no.), by faith-....., by occupation-, by nationality- residing at, Sector -,, Post Office -, Police Station -....., Kolkata –, hereinafter referred to as the **"PURCHASER"** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, successors, representatives, administrators and assigns,) of the **THIRD PART**,

WHEREAS:-

- A. The Owners abovenamed together with several other Land owners are the joint owners of diverse lands at **ALL THAT** piece and parcel of land admeasuring an area of 452.333 Decimals (Sataks) be the same a little more or less lying and situated at Mouza Chandpur Chappagachi, J.L. No. 48, comprised in R.S/L.R. Dag Nos. 1926, 1927, 1931, 1936, 1957, 1958, 1959, 1960, 1961, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1975, 1976, 1978, 1979 & 1980, recorded in L.R. Khatian Nos. 509, 23, 633, 2030, 1430, 835, 1171, 1718, 1178, Kri 70, 195, 630, 1786, 267, 1066, 633, 1445, 846, 634, 1569, 2093, 2246, 422, 1651, Kri 98, Kri 776, 495, 2118, 490, 299, 630, 2168, 1342/1, 1453, 887, 1783, 1243, 1456, 1412, 926, 1727, 2290, 2289, 48, 183, 2618, New L.R. Khatian Numbers : 2844, 2866, 2867, 3699, 2842, 2850, 2853, 2854, within the jurisdiction of Police Station Rajarhat, District –North 24-Parganas within the ambit of Chandpur Gram Panchayet morefully and particularly described in the **Part-I of the FIRST SCHEDULE** hereunder written and accordingly the Owners has entered into a Development Agreement and /or Agreements and/or Understandings with the Land owners for the scheme, planning and construction of a villa type project/row houses **"ADI WELLNESS VILLAS PHASE I"**.
- B. The manner in which the Landowners have acquired right, title and interest in respect of the said piece and parcel of land forming part of the said Unit is morefully and particularly described in the **Part-II of the FIRST SCHEDULE** hereunder written.

- C. The Owners and Promoter entered into a Agreement for Development dated **19th February 2024, recorded in Book No I, Volume No 1904-2024, Pages from 135939 to 135993 being No 190402223 for the year 2024 before the Additional Registrar of Assurances IV Kolkata** and the owners also executed a Development Power of Attorney dated **19th February 2024 recorded in Book No I, Volume No 1904-2024, Pages from 135994 to 136035 being No 190402240 for the year 2024 before the Additional Registrar of Assurances IV Kolkata** and appointed the Promoter as the constituted attorney to act on their behalf (**Development Agreement and Power of Attorney**) for development of residential project on the Said Property.
- D. With intention to develop and construct the Said project, the Developer has got the approval of the project plans from the Chandpur Gram Panchayat, dated 29.11.2021 for construction of the Said Project (**Sanctioned Plan**), which includes all sanctioned/permmissible vertical/horizontal extensions and modifications made thereto, if any, from time to time.
- E. The Purchaser herein intending to purchase one such Villa Type Unit identified as **ALL THAT** the Unit No. comprising of **Ground plus First Floor and Mumty Room** altogether having built up area of square feet more or less, along with the right to park One Car in the designated open Parking Space on the ground floor with the right to use the amenities and facilities in the Project in the manner as stated in this Deed of Conveyance hereinafter collectively referred to as the **SAID UNIT** and the Developer accepted the Purchaser to acquire the unit vide Agreement for Sale dated for the agreed consideration for the said Unit is **Rs./- (Rupees)** only which the Purchaser have paid to the Developer.
- F. The Unit hereby sold is morefully and particularly described in the **SECOND SCHEDULE** hereunder written.
- G. The said terms and conditions as contained in the said Agreement for Sale is binding on the Purchaser and its successors-in-interest and/or successors-in-title.
- H. The said Unit is now since completed and the Purchaser has duly satisfied itself/himself/ in all respects and Prior to the execution of these presents the Developer has explained the scheme of the project to the Purchaser and the Purchaser has duly examined the plan, layout, orientation and the scheme of things of **ADI WELLNESS VILLAS PHASE I** and the Purchaser has accordingly satisfied himself as to the quality of construction, materials used, dimensions, size, floor plan, amenities and facilities and all other aspects of the unit, the block and /or the project. The Deeds and Documents whereunder the Owners above named have acquired right, title and interest in the lands and the details of the said land to comprise in the said **ADI WELLNESS VILLAS PHASE I** has been duly inspected by the Purchaser.
- I. The Purchaser understands agrees and consents that the Owners and the Developer shall be entitled to invite and add further area of adjacent land if it be found suitable and convenient by joining in to the said project further adjoining plots of land the owners and /or occupiers and /or beneficiaries may desire to join the said project on similar and /or diverse terms and conditions.
- J. The Terms and Conditions, Rights and Obligations, as framed by the Developer for the use and enjoyment of the Unit hereby sold together with the other Unit owners at **ADI WELLNESS VILLAS PHASE I** shall be as described in the **THIRD SCHEDULE**.
- K. The Purchaser shall be under an obligation to pay and bear for the common expenses as described in the **FOURTH SCHEDULE** hereunder written.

NOW THIS DEED OF CONVEYANCE WITNESSETH:-

That pursuant to the said agreement dated and the terms and conditions as stated therein and in consideration of the sum of **Rs./- (Rupees**

.....) **only** paid by the Purchaser to the Developer (receipt whereof the Developer herein hereby as well as by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the Purchaser) the Vendor and the Developer doth hereby, Sell, Convey and Transfer by way of sale unto the **ALL THAT** the Unit No. comprising of **Ground plus First Floor and Mumty Room** altogether having built up area of square feet more or less, along with the right to park One Car in the designated open Parking Space on the ground floor with the right to use the amenities and facilities in the Project **TOGETHER WITH ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto And ALL the estate, right, title, Interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Developer **and/or the Owners** to the Unit hereby sold and transferred and other appurtenances thereto and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the Purchaser absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter In respect of the unit wholly and in respect of the Project proportionately to the Government or the Municipality and /or the Panchayet or any other public body or local authority in respect thereof **AND** the Owners and the Developer doth hereby covenant with the Purchaser that, (1) the Owners and the Developer now have in themselves good right and full power to convey and transfer by way of sale the said Unit and other the appurtenances thereto hereby conveyed or Intended so to be unto and to the use of the Purchaser in the manner as stated in the agreement and in the manner as stated herein. (2) The Purchaser may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said Unit hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for his/her/their own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by him the Owners and the Developer or their successors or any of them or by any person or persons claiming or to claim, from, under or in trust for him or any of them., (3) the Purchaser shall hold the Demised Premises free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by Owners and the Developer and well and sufficiently saved, defended, kept harmless and indemnified of. from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by Owners and the Developer or by any other person or persons claiming or to claim by, from, under or in trust for them; (4) the Owners and the Developer and all persons having or claiming any estate, right, title or Interest In the demised premises, and premises hereby conveyed or any part thereof by, from. under or in trust for Owners and the Developer or their heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said undivided share of land, and premises and every part thereof hereby conveyed unto and to the use of the Purchaser in manner aforesaid as by the Purchaser, his heirs, executors or administrators and assigns shall be reasonably required.

The **PURCHASER** herein and Owners and the Developer mutually covenant as follows:-

- 1) The Purchaser shall be under an obligation to abide by the Rules and Regulation as set-forth in the **THIRD SCHEDULE** hereunder written
- 2) The Purchaser shall be under an obligation to pay the proportionate share of common expenses as set-forth in the **FOURTH SCHEDULE** hereunder written.

- 3) The proportionate share in the common parts and to use the said common Parts in common with the other Co-owners and occupiers of other units and other Common Areas hereunder written and/or given meant for the maintenance of essential services and for the better use and enjoyment of the several Unit/s, and Space/s etc. built, developed, erected, promoted and constructed in the said complex but shall not include the portion or areas not transferred or intended to be transferred herein and all and/or any portion not specifically transferred shall be the Developers property and kept exclusively at the disposal of Developer and the Developer shall be entitled to change the scheme, layout planning and design of the common areas and the Purchaser shall not raise any objection whatsoever and /or waives the right to raise any objection in respect thereof.
- 4) The Purchaser herein further assures and covenants with the Developer that for the use and enjoyment of the Unit the Purchaser herein and the Purchaser of other units in the Project shall for all times to come agrees not to And Shall Not:-
- i. In any manner interfere or hinder or obstruct the completion of the **ADI WELLNESS VILLAS PHASE I** and /or various Phases of **ADI WELLNESS VILLAS** and /or the other Unit/s or any part thereof by the Developer.
 - ii. Raise or cause to raise any objection of whatsoever nature in the matter of completion of **ADI WELLNESS VILLAS PHASE I** / Other Units of **ADI WELLNESS VILLAS PHASE I** and construction of the said Unit/s on the ground of disturbance or annoyance or any other ground whatsoever.
 - iii. be entitled to raise any dispute or claim on account of any damages for on account of the completion of **ADI WELLNESS VILLAS PHASE I** and construction of the said Unit/s, etc and /or waives the right to raise any such dispute or claim in respect thereof.
 - iv. Claim any other right Save the right of acquiring the said Unit/Villa, and the properties appurtenant thereto and save the right hereby transferred the Purchaser/s herein and shall not have any rights, title, interests, claims or demands whatsoever over and in respect of the other parts or portions of **ADI WELLNESS VILLAS PHASE I** and the said premises save and except proportionate share in the common area/s, meant for the various owner/s and occupier/s at and under the said project/s as well as in the common parts or areas as described and explained.
 - v. Be entitled to raise any objection to the Developer making any additions and /or reductions to the total area of the **ADI WELLNESS VILLAS PHASE I** and in the Owner/ Developer dealing with any added lands or reduced lands and /or constructions thereupon and consents to the scheme of the **ADI WELLNESS VILLAS PHASE I** as may be ultimately formulated by the Developer.
 - vi. Use the said Unit in such manner nor commit any act, which may in any manner cause nuisance or annoyance to the Purchaser/s herein and/or owners and/or occupiers of other Unit in **ADI WELLNESS VILLAS PHASE I** and/or the said premises and/or the neighboring properties;
 - vii. Challenge the imposition of any betterment fees taxes and other levies charges imposed (which may or may not be specifically mentioned herein) by the Government or any other authority relating to the said lands and/or the said unit/constructed space shall be paid and borne by the Purchaser proportionate to

his/her/its interest therein and those relating only to the said unit/constructed space shall be borne solely and conclusively by the Purchaser.

- 5) The Purchaser shall bear and pay Proportionate share for any additional facility or amenity provided for in the said **ADI WELLNESS VILLAS PHASE I** for the benefit of all the Unit holders/Unit owners.
- 6) The Purchaser agrees that at any stage in the event of the Developer providing any additional materials facilities or gadgets or the concerned statutory authority imposing any Development Charges over and above what has been agreed upon for the benefit of the unit holders of the building/block the Purchaser shall be liable to make payment of the proportionate share in respect thereof and the same shall do form part of the common portions. However, whether such additional facilities or amenities are to be provided for will be entirely at the sole discretion of the Developer and the Purchaser hereby consents the same.

7) RESERVED RIGHTS – The following rights have been reserved by the Developer :

- a. The right to make any further construction by constructing further blocks/ Units/Villas/buildings/common utilities/roads/pathways/ beautification etc. at any place within the Project **ADI WELLNESS VILLAS PHASE I** save and except at or upon the land hereby sold and transferred to the Purchaser
- b. The Right to move men materials and equipment for the completion of ADI WELLNESS VILLAS PHASE I.
- c. The right to install Dish Antenna, Telecom Tower etc and retain the benefits to arise there from.
- d. The right of access over all roads, pathways, infrastructure, communication system and integration thereof and/or addition thereto as may be required.
- e. The Purchaser/s acknowledge/s at or before entering these presents that the Developer has made known to the Purchaser/s that the Developer has already acquired and /or shall be entitled to acquire any other piece or parcel of land adjoining or contiguous to the First Schedule land (hereinafter referred to as the Additional Area) and shall be entitled to provide all facilities and/or utilities existent First Schedule land to any new building and/or buildings/Phases which may be constructed on the said Additional Area including any access and/or for the purpose of ingress in and egress from and/or through the common parts and portions of the said **ADI WELLNESS VILLAS PHASE I** to the new building and/or buildings/Phases which may be constructed on the Additional Area including drainage, sewerage, transformer, generator, cable ducts, water lines, and such other facilities and/or amenities and/or utilities which are to be provided in the said Complex and or First Phase land in terms of this agreement and the First Schedule land and the Additional land shall ultimately comprise the ADI WELLNESS VILLAS.
- f. It shall be independent and a right secured with the Vendors to enlarge and/or extend and/or expand the said project and construct additional unit/Villas in the adjoining land that may be acquired subsequently by the Vendors, the purchaser(s) in that event shall raise no objection in any manner whatsoever and shall co-operate with the Vendors and the vendors shall every right to open

an access for ingress and egress to the adjoining land in future and the Purchaser has no objection in any manners.

g. The Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Developer, to accommodate its future plans regarding the Schedule Property and Other adjacent properties developed by the Developer herein and the Purchaser herein hereby accept the same and the Purchaser shall not, under any circumstances, raise any objection or hindrance thereto

h. ADI WELLNESS VILLAS PHASE I The boundary walls, gates connecting existing roads to future roads, common portions shall be decided by the Developer.

THE FIRST SCHEDULE ABOVE REFERRED TO
PART-I
THE LAND

ALL THAT piece and parcel of land admeasuring an area of 452.333 Decimals (Sataks) be the same a little more or less lying and situated at Mouza Chandpur Chappagachi, J.L. No. 48, comprised in R.S/L.R. Dag Nos. 1926, 1927, 1931, 1936, 1957, 1958, 1959, 1960, 1961, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1975, 1976, 1978, 1979 & 1980, recorded in L.R. Khatian Nos. 509, 23, 633, 2030, 1430, 835, 1171, 1718, 1178, Kri 70, 195, 630, 1786, 267, 1066, 633, 1445, 846, 634, 1569, 2093, 2246, 422, 1651, Kri 98, Kri 776, 495, 2118, 490, 299, 630, 2168, 1342/1, 1453, 887, 1783, 1243, 1456, 1412, 926, 1727, 2290, 2289, 48, 183, 2618, New L.R. Khatian Numbers : 2844, 2866, 2867, 3699, 2842, 2850, 2853, 2854, within the jurisdiction of Police Station Rajarhat, District –North 24-Parganas within the ambit of Chandpur Gram Panchayet, butted and bounded by:

ON THE NORTH: Proposed Future Development

ON THE SOUTH: Greentech Project

ON THE EAST : Proposed Future Development

ON THE WEST : Water Body & LJ Cluster

PART-II
(Manner in which the Owner/Vendors herein
have acquired right, title & interest in respect of the land)

PRESENT OWNERS	DAG NO.	AREA IN PROJECT (SATAK)	KHAITAN NOS.	DEED NO.	DEED DATE
SHALINI FARMS PVT LTD	1926	0.800	846,634,1569,2093 & 2246	11278	9-Sep-10
CIRCLE CLUBS & RESORTS PVT. LTD.	1927	0.9	2853	1034	13-Oct-06

CIRCLE CLUBS & RESORTS PVT. LTD.	1931	0.4	2853	4399	7-Feb-07
CIRCLE CLUBS & RESORTS PVT. LTD.	1936	6.8	1565/1848/1844.13 3	3860	28-Nov-06
CIRCLE CLUBS & RESORTS PVT. LTD.	1957	4	1565/1848/1844.13 3	3860	28-Nov-06
ESQUIRE COMMERCE PVT LTD	1958	3	2842	9467	28-Mar-06
CIRCLE CLUBS & RESORTS PVT. LTD.	1958	3	1453	10793	20-Sep-06
CIRCLE CLUBS & RESORTS PVT. LTD.	1958	3	2853	11247	26-Sep-06
CIRCLE CLUBS & RESORTS PVT. LTD.	1958	2	2853	1034	13-Oct-06
CIRCLE CLUBS & RESORTS PVT. LTD.	1958	3	70	1107	5-Oct-06
CIRCLE CLUBS & RESORTS PVT. LTD.	1958	4	2854	1066	16-Oct-06
CRYSTAL MERCANTILE PVT LTD	1959	8	2850	10782	26-Sep-06
CRYSTAL MERCANTILE PVT LTD	1959	2.66	2850	10782	26-Sep-06
CIRCLE CLUBS & RESORTS PVT. LTD.	1959	8	2854	10888	28-Oct-06
CIRCLE CLUBS & RESORTS PVT. LTD.	1959	8	2854	10887	26-Oct-06
CIRCLE CLUBS & RESORTS PVT. LTD.	1959	2.66	311	172	9-Nov-06

CIRCLE CLUBS & RESORTS PVT. LTD.	1959	2.66	311	173	9-Nov-06
CIRCLE CLUBS & RESORTS PVT. LTD.	1960	16	1342/1	10793	20-Sep-06
CRYSTAL MERCANTILE PVT LTD	1960	15	2850	9659	23-Sep-06
SHALINI FARMS PVT LTD	1961	6.200	KRI 98,776 & 495	8040	24-Jun-11
CIRCLE CLUBS & RESORTS PVT. LTD.	1965	0.23	2290	11003	31-Oct-06
CIRCLE CLUBS & RESORTS PVT. LTD.	1965	0	2289	3097	7-Nov-06
CIRCLE CLUBS & RESORTS PVT. LTD.	1965	0.66	2854	250	2-Dec-06
CIRCLE CLUBS & RESORTS PVT. LTD.	1965	0.889	2853	314	16-Jan-07
CRYSTAL MERCANTILE PVT LTD	1966	6	2850	11227	8-Aug-06
CRYSTAL MERCANTILE PVT LTD	1966	2	2850	10079	11-Oct-06
CIRCLE CLUBS & RESORTS PVT. LTD.	1966	0.42	2290	11003	31-Oct-06
CIRCLE CLUBS & RESORTS PVT. LTD.	1966	0	2289	3097	7-Nov-06
CIRCLE CLUBS & RESORTS PVT. LTD.	1966	1.25	2854	250	2-Dec-06
CIRCLE CLUBS & RESORTS PVT. LTD.	1966	1.667	2853	314	16-Jan-07

CRYSTAL MERCANTIL E PVT LTD	1967	18	2850	11227	8-Aug-06
CRYSTAL MERCANTIL E PVT LTD	1968	38	2850	11227	8-Aug-06
CRYSTAL MERCANTIL E PVT LTD	1969	0.88	2850	11227	8-Aug-06
CRYSTAL MERCANTIL E PVT LTD	1969	1	2850	10079	11-Oct-06
CIRCLE CLUBS & RESORTS PVT. LTD.	1969	0.22	2290	11003	31-Oct-06
CIRCLE CLUBS & RESORTS PVT. LTD.	1969	0	2289	3097	7-Nov-06
CIRCLE CLUBS & RESORTS PVT. LTD.	1969	0.66	2854	250	2-Dec-06
CIRCLE CLUBS & RESORTS PVT. LTD.	1969	0.889	2853	314	16-Jan-07
CRYSTAL MERCANTIL E PVT LTD	1970	1.67	2850	11227	8-Aug-06
CRYSTAL MERCANTIL E PVT LTD	1970	2	2850	10079	11-Oct-06
CIRCLE CLUBS & RESORTS PVT. LTD.	1970	0.45	2290	11003	31-Oct-06
CIRCLE CLUBS & RESORTS PVT. LTD.	1970	1	2290	3097	7-Nov-06
CIRCLE CLUBS & RESORTS PVT. LTD.	1970	1.33	2854	250	2-Dec-06
CIRCLE CLUBS & RESORTS PVT. LTD.	1970	1.778	2853	314	16-Jan-07
ZION PROPERTIE S PVT LTD	1971	28	2844	3937	26-May-06

CRYSTAL MERCANTIL E PVT LTD	1971	7	2850	7220	27-Jun-06
CIRCLE CLUBS & RESORTS PVT. LTD.	1971	5	2854	9159	13-Sep-06
CIRCLE CLUBS & RESORTS PVT. LTD.	1971	19.00	2854	10893	14-Sep-06
CIRCLE CLUBS & RESORTS PVT. LTD.	1971	10	2853	9158	13-Sep-06
ZION PROPERTIE S PVT LTD	1972	23	2844	3937	26-May-06
CRYSTAL MERCANTIL E PVT LTD	1972	36	2850	7220	27-Jun-06
CRYSTAL MERCANTIL E PVT LTD	1972	10.86	2850	9324	3-Jul-06
STONE MERCANTIL E PVT LTD	1975	12.1	23	9942	7-Feb-06
CIRCLE CLUBS & RESORTS PVT. LTD.	1976	11	2854	11004	8-Sep-06
SAGUN VINIYOG PVT LTD	1976	9	3699	4362	28-Mar-07
CIRCLE CLUBS & RESORTS PVT. LTD.	1978	8	2853	1035	10-Oct-06
CIRCLE CLUBS & RESORTS PVT. LTD.	1978	4	2853	10040	7-Oct-06
STONE MERCANTIL E PVT LTD	1979	9	2866	9525	21-Feb-06
CRYSTAL MERCANTIL E PVT LTD	1979	6	2850	10782	26-Sep-06
CIRCLE CLUBS & RESORTS PVT. LTD.	1979	22	2854	10888	28-Oct-06

CIRCLE CLUBS & RESORTS PVT. LTD.	1979	19	2854	10887	26-Oct-06
CIRCLE CLUBS & RESORTS PVT. LTD.	1979	8	2854	10889	17-Oct-06
CIRCLE CLUBS & RESORTS PVT. LTD.	1979	3	2854	690	11-Nov-06
ESQUIRE COMMERCE PVT LTD	1980	11	2842	9467	28-Mar-06
CIRCLE CLUBS & RESORTS PVT. LTD.	1980	10.3	2853	1035	10-Oct-06
Total	1	452.333			

THE SECOND SCHEDULE ABOVE REFERRED TO
(The ADI WELLNESS VILLAS PHASE I and Land hereby transferred)

- (a) The Said Unfurnished and without swimming pool UNIT, being Residential UNIT No. _____, on the floor Ground plus First floor and Mumty Room, having built up area of _____ square feet (Corresponding to carpet area of _____ plus _____ square feet balcony area total _____ square feet), more or less, and having land area _____ cottahs (equivalent to _____ Satak) more or less in R.S./ L.R. Dag no. _____ (_____ satak out of Satak under khatian no. _____) and R.S./ L.R. Dag no. _____ (_____ satak out of Satak under khatian no. _____) in J.L. no. 48 at Mouza Chandpur champagachi, under Chandpur Gram Panchayat, P.S. Rajarhat, in the District of North 24 Parganas, West Bengal, in the project named "**ADI WELLNESS VILLAS PHASE I**", to be constructed on a portion of land, The layout of the Said UNIT is delineated in **RED** colour on the Plan annexed hereto;
- (b) The Said open parking space, being the right to park one medium sized private vehicle on the ground Floor within the said unit.
- (c) The Share In Common Areas, being the undivided, impartible, proportionate and variable share and/or interest in the Common Areas of the Project described in Schedule below, as be attributable and appurtenant to the Said UNIT, subject to the terms and conditions of this Agreement;

LAND DETAILS OF ADDI WELLNESS VILLA No.....

Mouza	R.S./LR Dag No	Khatian No.	Area in Satak	Deed no.
Chandpur Champagachi				

THE THIRD SCHEDULE ABOVE REFERRED TO

(Terms and Conditions)

PART I A

- a) INGRESS EGRESS:-** For the purpose of ingress and egress, to the Unit the Purchaser shall be entitled to use the main entrance and common internal roads together with the other Unit Owners at **ADI WELLNESS VILLAS PHASE I** and agrees that such right is non exclusive in nature and shall be enjoyed by the Owners, the Developer and the other Unit Owners at ADI WELLNESS VILLAS PHASE I.
- b) EASEMENTS** Notwithstanding anything elsewhere to the contrary herein contained, each Unit-PURCHASER (including the OWNER / DEVELOPER) shall be entitled to the easements and rights and similarly be subject to similar easements and rights of the other Unit-Purchaser as also the OWNER / DEVELOPER.
- c) Easements quasi-easements appendages and appurtenances** whatsoever belonging to or in any way appertaining to Units as usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto.
- d) The right of access and way in common** with the OWNER / DEVELOPER and/or other Unit-PURCHASER at all times and for all normal residential purposes connected with the use and enjoyment of the common areas installations and facilities to which they are entitled to.
- e) The right of way in common** as aforesaid at all times and for all purposes connected with reasonable use and enjoyment of the Unit Provided Always and it is hereby declared and clarified that nothing herein contained shall permit the Unit-PURCHASER or any person deriving title under him or his servants agents and invitees to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of other person or persons including the OWNER / DEVELOPER and the other Unit-Purchaser entitled to such way as aforesaid. The said right of way have been granted to pass and repass along the common passageways in the project and/or any part thereof by day or by night with or without vehicles. .
- f) The requirement & right of flow in common** as aforesaid of electricity water and waste or soil from and to the Unit through pipes drains wires and conduits lying or being in under thorough or over the other parts of the Project / Block / Sub-Block (as applicable) so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the Unit.
- g) The right with or without workmen and necessary materials** to enter from time to time upon the other parts of the Project/Block/ Sub-Block (as applicable) for the purpose or rebuilding, repairing, replacing or cleaning so far as may be necessary such pipes drains wires and conduits as aforesaid and also for the purpose of rebuilding, repairing, replacing or cleaning any part or parts of Project/ Block / Sub-Block (as applicable and the Common Areas and Installations insofar as such rebuilding repairing replacing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all

such cases excepting in emergent situation upon giving forty-eight hours previous notice in writing of his intention so to enter to the person affected thereby.

PART I B

- a)** Common Paths, passages, pedestrian ways, driveways within the entire Project as intended to be provided by the **DEVELOPER** excluding however the areas reserved by the **DEVELOPER** for parking of motor cars and other vehicles or other purposes and/or those allotted and/or provided to specific unit-**PURCHASER**;
- b)** Common amenities within the demarcated portion of the project excluding however the parts or portions thereof reserved by the **DEVELOPER** for any purpose and/or those allotted and/or provided to specific unit-**PURCHASER**; The said common amenities shall be shared with the other unit occupants in the other phases of ADI WELLNESS VILLAS and the Purchaser herein waives the right to raise any objection thereto for use of common amenities in the Project together with the unit purchasers of adjacent phases of ADI WELLNESS VILLAS PHASE.
- c)** Water supply system as may be planned by the **DEVELOPER** from time to time.
- d)** Drainage system as be planned by the **DEVELOPER** from time to time;
- e)** Other areas and installations as be planned by the **DEVELOPER**;
- f)** Extended Facility: 24 * 7 Generator Backup

PART II

(i) It is made clear by the Developer and the Purchaser agrees that the Unit alongwith the parking space shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained project covering the Said Property and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of all the Purchaser, save and except any Project developed by the Developer herein and/or its Group Companies.

(ii) The **PURCHASER** hereby agrees that the Developer shall have full and absolute right without any interference to develop the other Zones and /or Phases of **ADI WELLNESS VILLAS** on the adjacent land which may either be acquired by the **DEVELOPER** or suitable arrangements with regard thereto may be entered into by the **DEVELOPER** and for the purpose All zones at **ADI WELLNESS VILLAS** irrespective of said **ADI WELLNESS VILLAS PHASE I** type shall have common easement rights and all the Unit owners of ADI WELLNESS VILLAS and/or other Unit types at comprised in all the Zones and /or Phases of the Project shall have the right to use the approach road and other common areas and facilities comprised in the entire project and /or forming and/or deemed to be a part thereof, for which the **PURCHASER** shall not raise any objection of whatsoever nature.

(iii) The Purchaser also admit and accept that the Developer and/or employees and/or agents and/or contractors of the Developer shall be entitled to use and utilize the Common Portions for movement of project materials and for other purposes and the Purchaser shall not raise any objection in any manner whatsoever with regard thereto.

(iv) No Obstruction by Purchaser for Addition of Plots in the Said Property: The

Developer shall be entitled to purchase additional plots adjacent to the Said Property or can enter into joint venture agreement for development of any plots adjacent to the Said Property and amalgamate the same with the Said Property and construct additional units/ buildings therein and the Purchaser shall not obstruct or object to the same in any manner whatsoever with regard thereto.

(v) No Right of or Obstruction by Purchaser: All open areas in the Said Property which do not form part of the Common Portions within the meaning of this Agreement and the Developer shall have absolute right to sell, transfer and/or otherwise deal with and dispose of the same or any part thereof.

(vi) Variable Nature of Land Share and Share In Common Portions: The Purchaser fully comprehend and accept that **(1)** the Land Share and the Share in Common Portions is a notional proportion that the UNIT **(2)** if the area of the Unit is increased/recomputed by the Developer, the Purchaser shall not question any variation (including diminution) of the Land Share and the Share in Common Portions **(3)** the Purchaser shall not demand any reduction/refund of the Total Price on 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 Purchaser shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Developer, in its absolute discretion.

(vii) Purchaser to Participate in Formation of Association: In addition to Clause 12 and its sub-clauses above, the Purchaser admits and accepts that the Purchaser and other Intending Purchaser of Units/UNITs in the said project shall form the Association and the Purchaser shall become a member thereof. The Purchaser shall bear and pay the proportionate costs of formation and the expenses of the Association, acquire and hold membership with voting rights and in this regard the Purchaser shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Upon formation of the Association, the residue then remaining of the Advance Common Expenses/Maintenance Charges and the Common Expenses/ Maintenance Deposit paid by the Purchaser (after adjustment of all amounts then remaining due and payable) shall be transferred by the Developer to the Association. The deposits shall thereafter be held by the Association in the account of the Purchaser. The Association shall look after the maintenance of the Common Portions of the project and the Said Property.

Obligations of the Purchaser: On and from the Date of Possession, the Purchaser shall:

- Co-operate in Management and Maintenance: co-operate in the management and maintenance of the project and the Said Property by the Association.
- Observing Rules: observe the rules framed from time to time by the Developer /Association for the beneficial common enjoyment of the project and the Said Property.
- Paying Electricity Charges: pay for electricity and other utilities consumed in or relating to the said Unit and/or the UNIT and the Common Portions.

- Residential Use: use the UNIT for residential purpose only. Under no circumstances shall the Purchaser use or allow the UNIT to be used for commercial, industrial or other non-residential purposes. The Purchaser shall also not use or allow the UNIT to be used as a religious establishment, hotel, guesthouse, service unit/UNIT, mess, chummary, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- No Alteration: not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Unit and (2) design and/or the colour scheme of the windows, grills and the main door of the said Unit, without the permission in writing of the Developer or the Association (upon formation). In the event the Purchaser makes the said alterations/changes, the Purchaser shall compensate the Developer / Association (as the case may be) as estimated by the Developer / Association.
- No Structural Alteration: not alter, modify or in any manner change the structure or any civil construction in the said Unit and/or the UNIT or the Common Portions of the project
- No Sub-Division: not sub-divide the UNIT and the Common Portions, under any circumstances.
- No Changing Name: not change/alter/modify the name of the project/unit from that mentioned in this Agreement.
- No Nuisance and Disturbance: not use the UNIT or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the unit and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants.
- No Storage in Common Portions: not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.
- No Obstruction to Developer/Association: not obstruct the Developer / Association(upon formation) in their acts relating to the Common Portions.
- No Obstruction of Common Portions: not obstruct pathways and passages or Use the same for any purpose other than for ingress to and egress from the UNIT.
- No Violating Rules: not violate any of the rules and/or regulations laid down by the Association for the use of the Common Portions.
- No Throwing Refuse: not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions save at the places indicated therefor.
- No Injurious Activities: not carry on or cause to be carried on any obnoxious or injurious activity in or through the UNIT or the Common Portions.
- No Storing Hazardous Articles: not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the UNIT.
- No Signage: not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the said Unit **save** at the place or places provided therefor **provided that** this shall not prevent the Buyers from displaying a standardized name plate outside the main door of the said Unit.
- No Floor Damage: not keep any heavy articles or things, which are likely

to damage the floors or operate any machine **save** usual home appliances.

- No Use of Machinery: not install or operate any machinery or equipment except household appliances.
- No Misuse of Water: not misuse or permit to be misused the water supply to the said Unit.
- Damages to Common Portions: not damage the Common Portions in any manner and if such damage is caused by the Purchaser and/or family members, invitees or servants of the Purchaser, the Purchaser shall compensate for the same.
- Club Rules The DEVELOPER proposes to provide a Club and /or Recreational Centre for the PURCHASERS of ADI WELLNESS VILLAS & or the other phases of **ADI WELLNESS VILLAS** and /or for any other person/persons authorized and permitted by the DEVELOPER and the Purchaser shall have the right to use the same in common with each other without claiming any share/ ownership/ title / interest therein. The facilities and amenities available at the club are detailed in SEVENTH SCHEDULE.
- Upon completion of part or portion of "ADI WELLNESS VILLAS PHASE I" and /or any Phase of ADI WELLNESS VILLAS the DEVELOPER may manage the maintenance services by itself or hand over its management for maintenance to the Maintenance Company for which the PURCHASER, if required to, shall execute an agreement ("Maintenance Agreement") with the Maintenance Company.
- Maintenance Charges: For the enjoyment and maintenance of the common portions and facilities in the Common Areas and facilities of "ADI WELLNESS VILLAS PHASE I" and /or the Project, the Purchaser shall be liable to remit per month the proportionate maintenance charges ("Maintenance Charges") of such area and facilities as may be assessed and determined by the DEVELOPER or Maintenance Company from time to time. GST on maintenance Charges shall be paid by the Purchaser separately. The maintenance charges are subject to upward revision as may be decided by the DEVELOPER. The Maintenance Charges shall become payable from the Possession Date.
- Notification Regarding Letting: If the Purchaser let out or sells the said Unit and/or the UNIT, the Purchaser shall immediately notify the Developer or the Association (upon formation) of the tenant's / transferee's address and telephone number.

PART III **(Club Rules)**

- The DEVELOPER reserves the right to decide the amenities and facilities and/or the modifications thereto to be provided in the Club.
- Club membership: The membership of the Club shall be in the name of individual residents of the Project only (i.e. no corporate membership). However, if the owner of a ADI WELLNESS VILLAS is other than an individual, it will be required to nominate the occupier of such ADI WELLNESS VILLAS, who, for all purposes, will be treated as the member of the Club.
- The Purchaser understands that the membership of the Club is

compulsory for every owner of ADI WELLNESS VILLAS I and each member shall have the right of use the Club and its facilities on payment of charges and observance of rules and regulations of the Club. No right or lien of any nature whatsoever will be created or deemed to be created in favour of members, in respect of the assets of the Club.

- The detailed terms and conditions of membership and rules and regulations governing use of the Club facilities will be formulated and circulated in due course before or after the Club is made operational. The Purchaser shall abide by these rules and regulations.
- Running of the Club: The Club will be managed, operated and maintained by the Maintenance Company and/or by any other suitable arrangement as DEVELOPER may decide.
- Club Charges: In addition to this one-time payment, usage based charges including annual/monthly membership fees and /or subscription charges and /or operational costs/charges and /or additional facility charges shall be determined by the Maintenance Company and or Developer and/or any other person as may designated by the DEVELOPER from time to time, All facility that may be provided at the Club shall be charged separately from the member/users.
- Club Facilities : Heated Swimming Pool, Spa & Meditation Room, Community Hall, Gym, Outdoor Multipurpose Field, Indoor Games, Table Tennis, Card Room, Pool Tables and Children Play Area with Outdoor Games.

PART IV

ASSOCIATION PRIMARY RULES

1. **Purchaser to Pay for Common Expenses /Maintenance Charges:** Subject to the provisions of Clause 1.1 above, the Purchaser shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Developer or the Association (upon formation), such bills being conclusive proof of the liability of the Purchaser in respect thereof. The Purchaser further admit and accept that **(1)** the Purchaser shall not claim any deduction or abatement in the bills relating to Common Expenses/ Maintenance Charges and **(2)** the Common Expenses/ Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Developer or the Association (upon formation).
2. **Purchaser to Pay Interest for Delay and/or Default:** The Purchaser shall pay, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, all bills raised by the Association, within 7 (seven) days of presentation thereof, failing which the Purchaser shall pay compound interest @ 2% (two percent) per month or part thereof (compoundable monthly) from the date of default till the date of payment, to the Association. The Purchaser also admit and accept that in the event such bills remain outstanding for more than 2 (two) months, all common services to the Purchaser shall be discontinued and the Purchaser shall be disallowed from using the Common Portions.

THE FOURTH SCHEDULE ABOVE REFERRED TO **COMMON EXPENSES**

1. Common Utilities: All charges and deposits for supply, operation and

maintenance of common utilities.

2. Electricity: All charges for the electricity consumed for the operation of the common machinery and equipment of the unit.
3. Association: Establishment and all other capital and operational expenses of the Association
4. Litigation: All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.
5. Maintenance: All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions [including the exterior (but not inside any Unit) walls of the Said unit
6. Operational: All expenses for running and operating all machinery, equipment and installations comprised in the Common Portions, including lift, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions.
7. Rates and Taxes: Property Tax, surcharge, Water Tax and other levies in respect of the unit save those separately assessed on the Purchaser.
8. Staff: The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftman, sweeper, plumber, electrician etc. including their perquisites, bonus and other emoluments and benefits.
9. The maintenance charges may be decided/revised/ amended by the Developer from time to time and the Purchaser shall pay the same without any objection and /or reservation.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED AS OF THE DATE FIRST ABOVE WRITTEN

Signed Sealed and Delivered by
Pvt. Ltd. DEVELOPER/LAND OWNER at Kolkata
 in the Presence of:

For **Cosmos Commerce**

(Authorised Signatory)

WITNESSES:

For **Greentech IT City Pvt. Ltd.**

1.

(Authorised Signatory)

2.

Signed Sealed and Delivered by
LAND OWNERS at Kolkata in
 the Presence of:

**For Vedic Resorts & Hotels Pvt. Ltd.,
 Esquire
 Commerce Pvt. Ltd., Stone Mercantiles**

WITNESSES:

Pvt.

1.

**Ltd., Zion Properties Pvt. Ltd., Crystal
 Mercantiles Pvt. Ltd., Sagun Viniyog**

**Pvt. Ltd. & Shalini Farms Pvt. Ltd.
Through their Constituted Attorney
Cosmos Commerce Pvt. Ltd. and
Greentech It City Pvt. Ltd. by its
authorised signatory.....**

2.

(Authorised Signatory)

Signed Sealed and Delivered by
PURCHASERS at Kolkata in the Presence of:
WITNESSES:

1.

2.

RECEIVED from the within named Purchaser the within mentioned sum of
Rs...../- (Rupees) **only** by way of total consideration
money as per Memo below :-

MEMO OF CONSIDERATION

Sl. No.	Chq. No. / Draft No.	Date	Bank	Amount (in Rs.)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
			Total	/-