

DEED OF CONVEYANCE

1. Date:
2. Place: Kolkata
3. Parties:

- 3.1 **GOURI SHANKAR SARDA**, son of Sri Ishwar Das Sarda, by nationality India, by faith Hindu, by occupation Business, residing at 38/1, Elgin Road, Kolkata – 700020, Police Station - Bhawanipore, Post Office – L. L. Roy Sarani, having **Income Tax PAN: AKUPS1433P and Aadhaar No. 4722 2866 6096, Mobile No. 7439860005**
- 3.2 **DINESH KUMAR SARDA**, son of Sri Gouri Shankar Sarda, by nationality India, by faith Hindu, by occupation Business, residing at 38/1, Elgin Road, Kolkata – 700020, Police Station - Bhawanipore, Post Office – L. L. Roy Sarani, having **Income Tax PAN: AMBPS8163M, Aadhaar No. 2019 1900 9649, Mobile No. 7439860005**

all are represented by their constituted attorney, **M/S. SHAKUNTALA INFRATECH LLP**, (LLPIN: AAD-2819) a Limited Liability Partnership Company, having its registered office at Room No.16A/2, 16th Floor, Everest House, 46C, Jawaharlal Nehru Road, Kolkata - 700071, Police Station - Shakespeare Sarani, having **Income Tax PAN: ACUFS7190R**, represented by one of its Designated Partner namely **Mr. Sanjeet Lakhotia**, son of Sri Nand Kishore Lakhotia, by nationality Indian, by faith Hindu by occupation Business, residing at 493/C/A, G.T. Road (South), Vivek Vihar, Phase –V, Block -22, Flat – 4D, 4th Floor, Police Station Shibpur, Post Office – Howrah, District Howrah, Pin Code – 711102, having **Income Tax PAN: AJPPL1858B, Aadhaar No. 6232 5474 8626, Mobile No. 9836239404**

(collectively **Owners**, includes successors-in-interest)

And

- 3.3 **M/S. SHAKUNTALA INFRATECH LLP**, (LLPIN: AAD-2819) a Limited Liability Partnership Company, having its registered office at Room No.16A/2, 16th Floor, Everest House, 46C, Jawaharlal Nehru Road, Kolkata - 700071, Police Station - Shakespeare Sarani, having **Income Tax PAN: ACUFS7190R**, represented by one of its Designated Partner namely **Mr. Sanjeet Lakhotia**, son of Sri Nand Kishore Lakhotia, by nationality Indian, by faith Hindu by occupation Business, residing at 493/C/A, G.T. Road (South), Vivek Vihar, Phase –V, Block -22, Flat – 4D, 4th Floor, Police Station Shibpur, Post Office – Howrah, District Howrah, Pin Code – 711102, having **Income Tax PAN: AJPPL1858B, Aadhaar No. 6232 5474 8626, Mobile No. 9836239404.**

(Promoter/Developer, includes successors-in-interest and assign/s)

And

- 3.4 _____, _____ of _____, by faith _____, by nationality _____, by occupation _____, residing at _____, Pin _____ Post Office _____, Police Station _____, District _____ (PAN _____,

(Buyer or Allottee, include/s his/her heirs, executors, administrators, successors-in-interest and permitted assigns)

[Owners, Promoter/Developer and Buyer are hereinafter individually referred to as such or as Party and collectively as Parties.]

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance

- 4.1 Said Apartment: Residential Apartment No. _____ on the ____ floor, having carpet area of _ square feet, more or less, being more particularly described in Schedule B below and the layout of the apartment is delineated in Green colour on the Plan annexed hereto and marked as Annexure "2" ("Said Apartment") in Block No. ____ ("Said Building/Said Block"), the Said Apartment being a part of the Project (defined in 5.12.1(iii) below) registered under the provisions of the Real Estate (Regulation and Development) Act, 2016 (Act), the West Bengal Real Estate (Regulation and Development) Rules, 2021(Rules) and the Regulations made under the Real Estate (Regulation and Development) Act, 2016 (**Regulations**) with the Real Estate Regulatory Authority (**Authority**) at Kolkata on _____ under Registration No. _____ and the Project is constructed on land measuring 11 Cottah 8 Chittack, situate, lying at and comprised in C.S. Dag No. 1148(P), R.S. Dag No. 1069(P), C.S. Khatian No. 100, R.S. Khatian No. 12, L.R Khatian No. 425, 917, Touzi No. 173, Mouza - Kalikapur, J. L. No. 40, Police Station – Rajarhat, District: North 24 Parganas, as shown in Red colour boundary line on the Plan annexed and marked as Annexure "1" hereto and more particularly described in Schedule A-1 below (Project Property).
- 4.2 Said Parking Space: The right to park in the parking space/s described in Schedule B below (Said Parking Space), if any.
- 4.3 Share in Common Areas: Pro rata share in the common areas of the Project as member of the Association (Share In Common Areas), the said common areas of the Project being described in Schedule C below (Common Areas).
- 4.4 Said Apartment And Appurtenances: The subject matter of this Conveyance are 4.1, 4.2 and 4.3 above, being the Said Apartment, Said Parking Space (if any), and the Share in Common Areas, respectively which are collectively described in Schedule B below (collectively Said Apartment And Appurtenances).

5. **Background**

One Smt. Rabijan Bibi, wife of Karim Boxh Mollah was the original Owners of **All That** of land measuring about 11 Cottah 8 Chittack comprised in C.S. Dag No. 1148(P), R.S. Dag No. 1069(P), C.S. Khatian No. 100, R.S. Khatian No. 12, L.R Khatian No. 425, Touzi No. 173, Mouza - Kalikapur, J. L. No. 40, Police Station – Rajarhat, District: North 24 Parganas who sold, conveyed and transferred the said property to Smt. Krishna Mondal, W/o – Sri Ashok Kumar Mandal by executing a Sale Deed in Bengali dated 17th January, 2002 registered in the office of the Additional District Sub-Registrar, Bidhannagar, Salt Lake, in Book No. I, Volume No. 22 at Pages 296 to 309 being No. 0420 for the year 2002.

thereafter said Smt. Krishna Mondal became the absolute Owners of the said **All That** land measuring about 11 Cottah 8 Chittack comprised in C.S. Dag No. 1148(P), R.S. Dag No. 1069(P), C.S. Khatian No. 100, R.S. Khatian No. 12, L.R Khatian No. 425, Touzi No. 173 , Mouza - Kalikapur, J. L. No. 40, Police Station – Rajarhat, District North 24 Parganas free from all encumbrances, charges, liens, lispends and all liabilities and trusts of whatsoever nature.

by an Indenture of sale dated 10th February, 2006 between the said Smt. Krishna Mondal as seller on the one hand and Sri Gouri Shankar Sarda, S/o- Sri Ishwar Das Sarda and Sri Dinesh Kumar Sarda, S/o- Sri Gouri Shankar Sarda (the Owners herein) as purchasers on the other and duly registered with office of the

Additional District Sub-Registrar, Bidhannagar, Salt Lake, in Book No. 1, Volume No. 67 at Pages 47 to 75, being No.01062 for the year 2006, the said Krishna Mondal for valuable consideration sold, conveyed and transferred in favour of the Owners herein ALL THAT of land measuring about 11 Cottah 8 Chittack comprised in C.S. Dag No. 1148(P), R.S. Dag No. 1069(P), C.S. Khatian No. 100, R.S. Khatian No. 12, L.R Khatian No. 425, 917, Touzi No. 173, Mouza - Kalikapur, J. L. No. 40, Police Station – Rajarhat, District: North 24 Parganas, free from all encumbrances whatsoever.

- 5.1 **Ownership of Project Property:** The Owner Nos. 3.1 to 3.2 are the joint owners of Project Property more particularly described in Schedule A-1 below and is delineated by Red colour boundary line on the Plan annexed hereto and marked as Annexure "1". The Owners have purchased the Project Property *Deeds of Conveyance* i.e. Deed of Conveyance dated 10, February, 2016, duly registered in the Office of the with office of the Additional District Sub-Registrar, Bidhannagar, Salt Lake and recorded in Book No. 1, Volume No. 67, Pages from 47 to 75, being No. 01062 for the year 2006.

- 5.2 **Development Agreement:** For the purpose of developing and commercially exploiting the Project Property by construction of the Said Complex (defined hereinafter) thereon and selling various units/apartments/spaces therein (**Apartments**), the Owners entrusted the work of development of the Project Property to the Promoter/Developer, on the terms and conditions recorded in (1) the Development Agreement dated 01.07.2023, registered in the Office of the Additional Registrar of Assurances I, Kolkata and recorded in Book No. 1, Volume No. 1904-2023, Pages from 210927 to 210972, being Deed No. 190105363 for the year 2023, made between **Gouri Shankar Sarda** and **Dinesh Kumar Sarda** (being the Owner No. 1 and 2 herein). And the said owners have executed a Development Power of Attorney being no. 190105834 of the year 2023. In terms of the Development Agreement, the Promoter/Developer has become entitled to sell, transfer, encumber or otherwise alienate or dispose off the apartments, parking spaces and other saleable spaces in the Said Block/the Project Property.

- 5.3 **Project:** The Project Property is earmarked for the purpose of building a fully residential project inter-alia comprising of G + 4 multi-storied buildings, car parking spaces and/or any other permissible developments in the Project Property and the project shall be known as "**AROMA KUTI**" ("Said Complex"). The development of the Said Complex known as '**AROMA KUTI** ' inter *alia* consisting of 1 (one) block of building containing only residential units is being registered as a 'real estate project' ("Project") with the West Bengal Real Estate Regulatory Authority ("Authority"), under the provisions of the Real Estate (Regulation and Development) Act, 2016 (Act), West Bengal Real Estate (Regulation

and Development) Rules, 2021 **(Rules)** and Regulations made under the Real Estate (Regulation and Development) Act, 2016 **(Regulations)** and other rules, regulations, circulars and rulings issued thereunder from time to time.

- 5.4 **Sanction of Plans:** The Promoter/Developer has obtained the layout plan, sanctioned plan, specifications and approvals for the Project from Rajarhat Panchayat Samity, Rajarhat, North 24 Pargnas bearing Building Permit / Approval Order No. 733/RPS dated on **06.05.2025** (including for the Said Apartment and the Said Block from the competent authority).
- 5.5 **Registration under the Act:** The Promoter/Developer has registered the Real Estate Project under the provisions of the Act with the Authority at Kolkata on _____ under Registration No. _____
- 5.6 **Announcement of Sale:** The Promoter/Developer formulated a scheme and announced sale of units, apartments and parking spaces to prospective purchasers (Transferees).
- 5.7 **Application and Allotment to Buyer:** The Buyer, intending to be a Transferee, upon full satisfaction of the Owners' title and the Promoter's/Developer's authority to sell, applied for purchase of the Said Apartment And Appurtenances and the Promoter/Developer has allotted the same to the Buyer, who in due course entered into an agreement for sale dated _____ **(Said Agreement)** for purchase of the Said Apartment And Appurtenances, on the terms and conditions contained therein.
- 5.8 **Construction of Said Building:** The Promoter/Developer has completed construction of the Said Building.
- 5.9 **Conveyance to Buyer:** In furtherance of the above, the Owners and the Promoter/Developer are completing the Conveyance of the Said Apartment And Appurtenances in favour of the Buyer, by these presents, on the terms and conditions contained herein.
- 5.10 **Acceptance of Conditions Precedent:** Notwithstanding anything contained in the Said Agreement, the Buyer confirms that the Buyer has accepted and agreed that the following are and shall be the conditions precedent to this Conveyance:
- 5.10.1 **Understanding of Scheme by Buyer:** The undertaking and covenant of the Buyer that the Buyer has understood and accepted the under mentioned scheme of development as disclosed by the Promoter/Developer:
- (i) The Promoter shall be entitled to utilize any additional FAR or constructed area as may be sanctionable in respect of the Project Property and/or any other adjoining land if included by the Promoter within the Project area in future, by construction of additional floors or storeys on the buildings or any blocks thereof at the Project Property at any time before or after completion of construction of the buildings at the Project Property and such right is being hereby excluded and reserved unto the Promoter. The Allottee accepts any consequential variation in the shares in land and common areas attributable to the Apartment and agrees not to claim any amount or reduction of price on account thereof.
- (ii) The Allottee agrees that the Promoter shall be entitled to provide and designate certain

common areas and facilities appurtenant to apartments/flats/units in the Project as limited and exclusive common areas and facilities, the usage whereof shall be limited and exclusive to the allottee/s of such apartments/flats/units and to the exclusion of other allottee/s in the Project ("**Limited Areas And Facilities**"). The Allottee agrees to use only the Limited Areas And Facilities (if any) specifically identified for the Allottee in the Said Apartment And Appurtenances and as more particularly described in **Schedule B** hereunder written. The Allottee agrees to not use the Limited Areas And Facilities identified for other allottee/s nor shall the Allottee has any claim of any nature whatsoever with respect to the Limited Areas And Facilities identified for other allottee/s and/or the usage thereof.

(iii) The Common Areas in the Project that may be usable by the Allottee and other allottee/s on a non-exclusive basis are listed in **Schedule E** hereunder written. In this regard it is clarified that the Project shall contain certain common areas, facilities and amenities as specified in **Part III of Schedule E** which shall be exclusively be made available to and usable by the allottee/s of the residential apartments/units comprised in the Project.

(iv) The Said Building shall contain certain Common Areas as specified in Part I of Schedule E hereto and the Allottee shall have the right to use the said Common Areas in common with the Owners, the Promoter, the other allottee/s of the Said Building and other persons as may be permitted by the Promoter. The Project shall also contain certain Common Areas as specified in Part II of Schedule E hereto and the Allottee shall have the right to use the said Common Areas in common with the Owners, the Promoter, the other allottee/s of the Project and other persons as may be permitted by the Promoter.

(v) The Allottee agrees and acknowledges that the sample apartment/flat/unit (if any) is constructed by the Promoter and all furniture's, items, electronic goods, amenities etc. provided thereon are only for the purpose of show casing and/or interior decorating the apartment/flat/unit and the Promoter is not liable/required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the sample apartment/flat/unit, other than as expressly agreed by the Promoter under this Agreement. The height of the Said Apartment shall be in accordance to the sanctioned plan and the same may differ from the height of the sample apartment/flat/unit constructed by the Promoter.

(vi) By an Agreement dated 1st July, 2023 (**DM Agreement**), executed between the Owner and the Developer herein, namely **M/s. Shakuntala Infratech LLP**, the Owner has appointed and giving power of attorney to the said developer to manage and oversee the execution of the Project on the terms and conditions contained in the said DM Agreement. In terms of **the DM Agreement**, it has been agreed between the Promoter and the Developer that the Developer to all sale agreements/conveyance deeds executed by the Promoter in favour of the allottee/s of the Project and accordingly, and the Promoter shall be solely responsible for all aspects of the Project as

more fully mentioned in this Agreement. Accordingly.

5.10.2 **Satisfaction of Buyer:** The undertaking of the Buyer to the Owners and the Promoter/Developer that the Buyer is acquainted with, fully aware of and is thoroughly satisfied about the title of the Owners, right and entitlement of the Promoter/Developer in the Project Property, the sanctioned plans, all background papers, the right of the Owners and the Promoter/Developer to grant this Conveyance, the scheme of development described above and the extent of the rights being granted in favour of the Buyer and the negative covenants mentioned above and/or elsewhere in this Conveyance and the Buyer hereby accepts the same and shall not raise any objection with regard thereto.

5.10.3 **Rights Confined to Said Apartment And Appurtenances:** The undertaking of the Buyer to the Owners and the Promoter/Developer that the right, title and interest of the Buyer is confined only to the Said Apartment And Appurtenances and the Promoter/Developer is entitled to deal with and dispose off all other portions of the Project Property and the Said Block to third parties at the sole discretion of the Promoter/Developer, which the Buyer hereby accepts and to which the Buyer, under no circumstances, shall be entitled to raise any objection.

6. Transfer

6.1 **Hereby Made:** The Owners and the Promoter/Developer hereby sell, convey and transfer to and unto the Buyer, absolutely and forever, free from all encumbrances of any and every nature whatsoever, the Said Apartment And Appurtenances, described in Schedule B below, being:

6.1.1 **Said Apartment:** The Said Apartment, being Residential Apartment No. _____, on the _____ floor, having carpet area of -----square feet, more or less, being more particularly described in Schedule B below and the layout of the apartment is delineated in Green colour on the Plan annexed hereto and marked as Annexure "2", in Block _____, being part of the Project and constructed on the Project Property.

6.1.2 **Said Parking Space:** The Parking Space, being the right to park in the parking space/s described in Schedule B below, if any; and

6.1.3 **Share In Common Areas:** The Share In Common Areas, being the pro rata share in the common areas of the Project as member of the Association, the said common areas of the Project being described in Schedule C below.

7. Consideration and Payment

7.1 **Consideration:** The aforesaid conveyance of the Said Apartment And Appurtenances is being made by the Owners and the Promoter/Developer in consideration of a sum of Rs. _____/- (Rs. _____) paid by the Buyer to the Owners (through the Promoter/Developer) and the Promoter/Developer, receipt of which the Promoter/Developer hereby and by the Memo and Receipt of Consideration by Owners and Promoter/Developer below, admit and acknowledge.

8. Terms of Transfer

8.1 **Title, Sanctioned Plans and Construction:** The Buyer has examined or caused to be examined the following and the Buyer is fully satisfied about the same and shall not be entitled to and

covenant not to raise any requisition, query, clarification or objection regarding the same and also further waive the right, if any, to do so:

- (a) The right, title, interest and authority of the Owners and the Promoter/Developer in respect of the Project Property, the Said Block and the Said Apartment And Appurtenances;
- (b) The sanctioned plans sanctioned by the Rajarhat Panchayat Samity;
- (c) The construction and completion of the Said Block, the Common Areas, the Said Apartment and the Said Parking Space (if any) including the quality, specifications, materials, workmanship and structural stability thereof.

8.2 **Measurement:** The Buyer has measured the area of the Said Apartment and is satisfied regarding the same and agrees and covenants not to ask for any details or question the computation of area or make any claims in respect thereof.

8.3 **Salient Terms:** The transfer of the Said Apartment And Appurtenances being effected by this Conveyance is:

8.3.1 **Conveyance:** sale within the meaning of the Transfer of Property Act, 1882.

8.3.2 **Absolute:** absolute, irreversible and in perpetuity.

8.3.3 **Free from Encumbrances:** free from all encumbrances of any and every nature whatsoever including but not limited to *lis /Jendens*, attachments, liens, charges, mortgages, trusts, *debutters*, reversionary rights, residuary rights, claims and statutory prohibitions.

8.4 Subject to: The sale of the Said Apartment And Appurtenances being effected by this Conveyance is subject to:

8.4.1 **Payment of Rates & Taxes:** the Buyer regularly and punctually paying costs, expenses, deposits and charges for Municipal Tax, surcharge, levies, cess, etc. (collectively Rates & Taxes), as be assessed for the Said Apartment And Appurtenances.

8.4.3 **Payment of Maintenance Charge:** the Buyer regularly and punctually paying proportionate share (Maintenance Charge) in the common expenses for maintenance and upkeep of the Common Areas, indicatively described in Schedule E below (collectively Common Expenses/Maintenance Charge).

8.4.4 **Observance of Covenants:** the Buyer observing, performing and accepting the stipulations, regulations and covenants (collectively Covenants), described in the Schedule D below.

8.4.5 **Indemnification by Buyer:** indemnification by the Buyer about the Buyer faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Buyer hereunder. The Buyer agrees to keep indemnified the Owners and the Promoter/Developer and/or their successors-in-interest, of, from and against any losses, damages, costs, charges and expenses which may be suffered by the Owners and the Promoter/Developer and/or their successors-in-interest by reason of any default of the Buyer.

9. Possession

9.1 **Delivery of Possession:** *Khas*, vacant, peaceful, satisfactory, acceptable and physical possession of the Said Apartment And Appurtenances has been handed over by the Promoter/Developer to the Buyer, which the Buyer admits, acknowledges and accepts.

10. Outgoings

10.1 **Payment of Outgoings:** All municipal taxes on the Said Apartment And Appurtenances, relating to the period till the date of expiry of the notice of possession of the Said Apartment And Appurtenances to the Buyer (Date Of Possession), whether as yet demanded or not, shall be borne, paid and discharged by the Promoter/Developer and all liabilities, outgoings, charges, taxes and levies relating to the Said Apartment And Appurtenances from the Date Of Possession shall be borne, paid and discharged by the Buyer.

11. Holding Possession

11.1 **Buyer Entitled:** The Owners and the Promoter/Developer hereby covenant that the Buyer shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Apartment And Appurtenances and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Buyer, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Owners and the Promoter/Developer or any person lawfully or equitably claiming any right or estate therein from, under or in trust from the Owners and the Promoter/Developer.

12. Further Acts

12.1 **Owners and Promoter/Developer to do:** The Owners and the Promoter/Developer hereby covenant that the Owners and the Promoter/Developer or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Buyer and/or successors-in-interest of the Buyer, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Buyer to the Said Apartment And Appurtenances.

12.2 **Promoter/Developer to do:** The Promoter/Developer hereby covenant that the Promoter/Developer or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Buyer and/or successors-in-interest of the Buyer, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Buyer to the Said Apartment And Appurtenances.

13. Defect Liability:

13.1 The Promoter/Developer shall rectify all reasonable construction related defects in the Said Apartment, if any, brought to the notice of the Promoter/Developer, at its own cost and effort, within five calendar year from the date of completion certificate, issued by the Rajarhat Panchayat Samity.

13.2 It is clarified that the Promoter/Developer shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Buyer and/or any other buyers in the Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs/ redecoration/ any other work undertaken by the Buyer and/or any other buyer/person in the Project. The Buyer is/are aware that the Said Block/Building is a monolithic structure and any change(s), alteration(s) including breaking of

walls or any structural members or the construction of any new wall or structural member may adversely impact the Said Block at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's/Developer's obligation to rectify any defect(s) as mentioned in this Clause and the Buyer and/or the association of buyers shall have no claim(s) of whatsoever nature against the Promoter/Developer in this regard.

- 13.3 It is clarified that the above said responsibility of the Promoter/Developer shall not cover defects, damage, or malfunction resulting from (a) misuse (b) unauthorized modifications or repairs done by the Buyer or his/her/their/its nominee/agent (c) cases of force majeure (d) failure to maintain the amenities/equipment's (e) accident and (f) negligent use.
- 13.4 Warranty for all consumables or equipment's 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/Developer to the Buyer 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 Buyer, the Promoter/Developer shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance/ warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartment and the Common Areas wherever applicable. It is expressly agreed that before any liability of defect is claimed by or on behalf of Buyer it shall be necessary to appoint an expert/surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Apartment and in the workmanship executed.

14. General

- 14.1 Conclusion of Contract The Parties have concluded the contract of Conveyance in respect of the Said Apartment And Appurtenances by this Conveyance after having exhaustively and comprehensively satisfied each other with regard to their respective rights, duties and obligations, statutory as well as contractual. Hence, any claim, under law or equity, shall be barred and shall not be maintainable by the Parties against each other in future.
- 14.2 Over Riding Effect: It is clarified that this Conveyance shall supersede and/or shall have over riding effect on the agreement for sale and/or any other documents executed prior to the date of this Conveyance.

15. Interpretation

- 15.1 Number: Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa.
- 15.2 **Headings:** The headings in this Conveyance are inserted for convenience only and shall be ignored in construing the provisions of this Conveyance.
- 15.3 Definitions: Words and phrases have been defined in the Conveyance by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- 15.4 **Documents:** A reference to a document includes an amendment and supplement to, or replacement or novation of that document.

SCHEDULE 'A'

(Project Property)

Land measuring approximately 11(Eleven) *cottahs* and **8 (Eight) Chittack** more or less, equivalent to 8280 Square Feet square feet and further equivalent to 768.72 (seven hundred Sixty eight point seventy two) square meter, situate, Lying at and comprised in L.R. Dag No. 1069 and 1091, L.R. Khatian Nos. 1547 & 1548, Mouza – Kalikapur under Patharghata Gram Panchayat, J. L. No. 40, Police Station – Rajarhat, District: North 24 Parganas West Bengal, within jurisdiction of Rajarhat Panchayat Samity, delineated on the **Plan** annexed hereto and bordered **in** colour **Red** thereon and marked as **Annexure "I"** and butted and bounded as follows:

On the North	:	By Bus Road.
On the East	:	By R.S. Dag Nos. 1070, 1071 and 1072
On the South	:	By R.S. Dag No. 1075
On the West	:	By R.S. Dag No.1069.

SCHEDULE - 'B'

(Said Apartment And Appurtenances)

(a) The Said Apartment, being Residential Apartment No._____, **on the** ____ _ floor, having carpet area of ____ Square feet, more or less, with attached balcony measuring ____ (_____) square feet, more or less in Block _____.**the lay out** of the Said Apartment is delineated in Green colour on the Plan annexed hereto and marked as Annexure "2";

(b) The Said Parking Space, being the right to park I (one) medium sized cars in the _____ in the _____admeasuring 135 (one hundred and thirty five)square feet; **and**

(c) The Share In Common Areas pro rata share in the Common Areas of the Project described in Schedule - 'C' below as members of the association, subject to the terms and conditions of this Conveyance;

SCHEDULE 'C'

(Common Areas)

Part I

(COMMON AREAS IN THE BUILDING)

Entrance Lobby at the ground level of the Said Building	lobbies on all floors and staircase(s) of the Said Building
Lift machine room(s) and lift well(s) of the Said Building	Water reservoirs /tanks of the Said Building
Water supply pipeline in the Said Building (save those inside any apartment)	Drainage and sewage pipeline in the Said Building (save those inside any apartment)
Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other common portions of the Said Building	Electricity meter(s) for common installations and space for their installation
Intercom Network in the Said Building, if Any	Network of Cable TV/DTH in the Said Building, if any
Broadband connection in the Said Building, if any	Portable Firefighting system in the Said Building
Lift(s) and allied machineries in the Said Building	External walls of the Said Building
Roof Area	Stair Room
Cctv	

PartII

(COMMON AREAS IN THE PROJECT)

- 1 Driveways, fire tender paths, walkways and landscaped green areas on Roof Top.
2. Sitting area on Roof Top
2. Central drainage & sewage pipeline and central water supply pipeline
- 3 Land comprised in the Project Property

Utilities:

Sewage treatment plant
 Advance fire fighting system
 Central garbage collection system
 24 x 7 power back up
 Water treatment plant
 24 x 7 potable water supply
 Facility management service

Smart Security System:

24 x 7 security post with gate house and boom barrier
 24 x 7 CCTV surveillance in selected common areas

Part III

(EXCLUSIVE COMMON AREAS FOR RESIDENTIAL APARTMENT OWNERS)

Key Highlights:

Podium:

Party hall

Terrace:

Kids' play area

Sky cove

Sky turf

SCHEDULE 'D'

(Covenants)

The Buyer covenants with the Promoter/Developer (which expression includes the body of apartment owners of the Real Estate Project under the West Bengal Apartment Ownership Act, 1972 ("Association"), wherever applicable) and admits and accepts that:

1. **Satisfaction of Buyer:** The Buyer is acquainted with, fully aware of and is thoroughly satisfied about the title of the Owners, right and entitlement of the Promoter/Developer, the sanctioned plans, all the background papers, the right of the Owners and the Promoter/Developer to enter into this Conveyance, the scheme of development described in this Conveyance and the extent of the rights being granted in favour of the Buyer and the negative covenants mentioned in the Said Agreement and the Buyer hereby accepts the same and shall not raise any objection with regard thereto.
2. **Buyer Aware of and Satisfied with Common Areas and Specifications:** The Buyer, upon full satisfaction and with complete knowledge of the Common Areas and Specifications and all other ancillary matters, is entering into this Conveyance. The Buyer has examined and is acquainted with the Said Complex and has agreed that the Buyer shall neither have nor shall claim any right over any portion of the Said Complex save and except the Said Apartment And Appurtenances.
3. **Facility Manager:** The Promoter/Developer shall hand over management and upkeep of all Common Areas to a professional facility management organization (Facility Manager). In this regard, it is clarified that (1) the Facility Manager shall operate, manage and render specified day to day services with regard to the common areas of the Said Complex (2) the Facility Manager shall levy and collect the common expenses/maintenance charges (3) the Buyer shall be bound to pay the common expenses/maintenance charges to the Facility Manager (4) the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Buyer and it shall be deemed that the Facility Manager is rendering the services to the Buyer for commercial considerations
(5) the Facility Manager shall merely be the service provider for rendition of services with regard to the common portions and no superior rights with regard to the common portions shall vest in the Facility Manager and (6) the Facility Manager may be replaced by consent of 80% (eighty percent) or more of the allottees of the Said Complex.
4. **Buyer to Mutate and Pay Rates & Taxes:** The Buyer shall (1) pay the Tax, surcharge, levies, cess etc. (collectively "Rates & Taxes") proportionately for the Said Complex and wholly for the Said

Apartment And Appurtenances and until the Said Apartment And Appurtenances is separately mutated and assessed in favour of the Buyer, on the basis of the bills to be raised by the/ Promoter/Developer/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Buyer in respect thereof and (2) have mutation completed at the earliest. The Buyer further admits and accepts that the Buyer shall not claim any deduction or abatement in the bills of the Promoter/Developer /the Facility Manager or the Association (upon formation)/the Apex Body (upon formation).

5. **Buyer to Pay Common Expenses/Maintenance Charges:** The Buyer shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Promoter/Developer /the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Buyer in respect thereof. The Buyer further admits and accepts that (1) the Buyer 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 Promoter/Developer /the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).
6. **Buyer to Pay Interest for Delay and/or Default:** The Buyer shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Promoter/Developer the Facility Manager/the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Buyer shall pay interest@ 2% (two percent) per month or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment, to the Promoter/Developer/the Facility Manager/the Association (upon formation), as the case may be. The Buyer also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Buyer and the Buyer shall be disallowed from using the Common Areas Of the Project.
7. **Promoter's/Developer's Charge/Lien:** The Promoter/Developer shall have first charge and/or lien over the Said Apartment And Appurtenances for all amounts due and payable by the Buyer to the Promoter/Developer provided however if the Said Apartment And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Promoter/Developer shall stand extinguished on the financial institution clearing all dues of the Promoter/Developer.
8. **No Obstruction by Buyer to Further Construction:** Subject to compliance with Section 14 of the Act, the Promoter/Developer shall be entitled to make other constructions on the Said Complex and the Buyer shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Buyer due to and arising out of the said construction/developmental activity. The Buyer also admits and accepts that the Promoter/Developer and/or employees and/or agents and/or contractors of the Promoter/Developer shall be entitled to use and utilize the Common Areas for movement of building materials and for other purposes and the Buyer shall not raise any objection in any manner whatsoever with regard thereto.
9. **No Rights of or Obstruction by Buyer:** All open areas in the Project Property proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Conveyance and the Promoter/Developer shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.

10. **Buyer to Participate in Formation of Association and Apex Body:** The Buyer admits and accepts that the Buyer and other intending allottees/buyers/owners of apartments/other developments comprised in the Said Complex shall form the Association and the Buyer shall become a member thereof. Further, the Association shall be bound to form a common maintenance body with all similar associations of all apartments/building/s in the Said Complex ("Apex Body"). The Buyer shall bear and pay the proportionate expenses of the Association and the Apex Body (including but not limited to the association formation expenses) and shall acquire and hold membership with voting rights and in this regard the Buyer shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association and the Apex Body, the Facility Manager shall look after the maintenance of the Common Areas. Each apartment owner will be entitled to cast a vote irrespective of his/her/its size of apartment. The Buyer further admits and accepts that the Buyer shall ensure and not object to the Association joining the Apex Body or in case of a single association being formed for the entirety of the Said Complex, joining such association without raising any objection.

11. **Obligations of Buyer:** The Buyer shall:

- (a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Block, the Project and the Said Complex by the Promoter/Developer /the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).
- (b) **Observing Rules:** observe the rules framed from time to time by the Promoter/Developer /the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the beneficial common enjoyment of the Said Block, the Project and the Said Complex.
- (c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Apartment And Appurtenances and the Common Areas from the possession date.
- (d) **Meter and Cabling:** be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter/Developer or to the other apartment owners. The main electric meter shall be installed only at the common meter space in the Said Complex. The Buyer shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Block, the Project Property, and outside walls of the Said Block save in the manner indicated by the Promoter/Developer /the Facility Manager/the Association (upon formation). The Promoter/Developer shall endeavor to provide T.V. cable line or DTH connection with cabling but set top boxes shall have to be purchased by the Buyer.
- (e) **Residential Use:** use the Said Apartment for residential purpose only. Under no circumstances shall the Buyer uses or allows the Said Apartment to be used for commercial, industrial or other non- residential purposes. The Promoter/Developer shall also not use or allow the Said Apartment to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.

- (f) **No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Apartment and the Said Block and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Apartment. In the event the Buyer makes any alterations/changes, the Buyer shall compensate the Promoter/Developer /the Association (upon formation) (as the case may be) as estimated by the Promoter/Developer/the Association (upon formation) for restoring it to its original state.
- (g) **No Structural Alteration and Prohibited Installations:** The Buyer shall not install any dish-antenna on the balcony and/or windows of the Said Block/ Said Apartment and/or on any external part of the Said Block and/or the roof thereof. The Buyer shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. The Buyer shall install pipelines and ledge only at such places, as be specified and prescribed by the Promoter/Developer. Grills may only be installed by the Buyer on the inner side of the doors and windows of the Said Apartment. The Buyer shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Promoter/Developer, it being clearly understood by the Buyer that no out-door units of split air-conditioners will be installed on the external walls of the Said Apartment /Said Block and no window air-conditioners will be installed by cutting open any wall. If split air- conditioners are specified and prescribed to be installed, the Buyer shall install the out-door unit of the same either inside the Buyer's own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place. The Buyer shall also not install any collapsible gate on the main door/entrance of the Said Apartment. The Buyer accepts that the aforesaid covenants regarding grills, air-conditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Complex, which is beneficial to all. Save and except as permitted by the Promoter/Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) in writing, not alter, modify or in any manner change the structure or any civil construction in the Said Apartment And Appurtenances or the Common Areas or the Said Block. Further, the Buyer shall not make any additional construction to cover the balcony of the Said Apartment.
- (h) **No Sub-Division:** not sub-divide the Said Apartment And Appurtenances and the Common Areas, under any circumstances.
- (i) **No Changing Name:** not change/alter/modify the names of the Said Block and the Said Complex from that mentioned in this Conveyance.
- (j) **No Nuisance and Disturbance:** not use the Said Apartment or the Common Areas or the Said Parking Space, if any, 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 Project/Said Block 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 persons.
- (k) **No Storage:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.
- (l) **No Obstruction to Promoter/Developer /Facility Manager/Association/ Apex Body:** not obstruct the Promoter/Developer /the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) in their acts relating to the Common Areas and not obstruct the

Promoter/Developer in constructing on other portions of the Said Block and/or the Said Complex/Project Property and selling or granting rights to any person on any part of the Said Block /Said Complex/Project Property (excepting the Said Apartment and the Said Parking Space, if any).

- (m) **No Obstruction of Common Areas:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Apartment and the Said Parking Space, if any.
- (n) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Promoter/Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the use of the Common Areas.
- (o) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefor.
- (p) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Apartment, the Said Parking Space, if any or the Common Areas.
- (q) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Apartment and the Said Parking Space, if any.
- (r) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Areas or outside walls of the Said Apartment/Said Block /Said Complex save at the place or places provided therefor provided that this shall not prevent the Buyer from displaying a standardized name plate outside the main door of the Apartment.
- (s) **No Floor Damage:** not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home appliances.
- (t) **No Installing Generator,** not install or keep or run any generator in the Said Apartment and the Said Parking Space, if any.
- (u) **No Use of Machinery:** not install or operate any machinery or equipment except home appliances.
- (v) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Apartment.
- (w) **No Damage to Common Areas:** not damage the Common Areas in any manner and if such damage is caused by the Buyer and/or family members, invitees or servants of the Buyer, the Buyer shall compensate for the same.
- (x) **No Hanging Clothes:** not hang or cause to be hung clothes from the exterior portions of the Said Apartment.
- (y) **Fire Safety and Air Conditioning Equipment,** not object to any fire safe equipment including fire sprinklers and Air Conditioning equipment being installed inside the Said Apartment and/or the Common Areas, as per statutory requirements. The Buyer hereby understands and accepts that as per the present statutory requirements/fire norms, the fire extinguisher pipe line/fire sprinklers cannot be concealed within any wall and/or ceiling of the Said Apartment and consequently all fire extinguisher pipe line/fire sprinklers installed in the Said Apartment shall always remain exposed and the Buyer shall not raise any objection in any manner whatsoever with regard thereto and further

the Buyer hereby confirms that the Buyer shall not violate any terms of the statutory requirements/fire norms.

- 12.1 Notification Regarding Letting/Transfer: If the Buyer lets out or sells the Said Apartment And Appurtenances, the Buyer shall immediately notify the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) of the tenant's/allottees address and telephone number.
- 12.2 No Objection to Construction: Notwithstanding anything contained in this Conveyance, the Buyer has accepted the scheme of the Promoter/Developer to construct/develop the Said Complex in phases and to construct on other portions of the Project Property/proposed adjoining land and hence the Buyer has no objection to the continuance of construction in the other portions of the Project Property/ the proposed adjoining land/the Said Complex, even after the date of possession notice. The Buyer shall not raise any objection to any inconvenience that may be suffered by the Buyer due to and arising out of the said construction/developmental activity.
- 12.3 Hoardings: The Promoter/Developer shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter/Developer is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter/Developer may in its sole discretion deem fit on the Project Property and on the facade, terrace, compound wall or other part of the buildings as may be developed from time to time. The Promoter/Developer shall also be entitled to place, select, and decide hoarding/board sites. All electricity charges on account of the aforesaid installation of the Promoter's/Developer's hoarding/boards/neon signs etc.shall form part of the common area electricity bills/costs and shall be paid by the Allottees, proportionately.

SCHEDULE 'F' **(Common Expenses)**

1. Common Utilities: All charges, costs and deposits for supply, operation and maintenance of common utilities.
2. Electricity: All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Block and the Said Complex and the road network, STP etc.
3. Association: Establishment and all other capital and operational expenses of the Association of Buyer.
4. **Litigation:** All Litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
5. Maintenance: All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas [including the exterior or interior (but not inside any apartments) walls of the Said Block] and the road network, STP etc.

6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas, including elevators, 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 Areas and the road network.
7. Rates and Taxes: Municipal Tax, surcharge, Water Tax and other levies in respect of the Said Block and the Said Complex save those separately assessed on the Buyer.
8. Staff: The salaries of and all other expenses of the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.
9. Fire Fighting: Costs of operating and maintaining the fire-fighting equipment's and personnel, if any.
16. Execution and Delivery

16.1 In Witness Whereof the Parties have executed and delivered this Conveyance on the date mentioned above.

GOURI SHANKAR SARDA

DINESH KUMAR SARDA

[Owners]

M/S. SHAKUNTALA INFRATECH LLP

represented by its Director
Sri Sanjeet Lakhoria

[Promoter/Developer]

[Buyer]

Drafted by:

Advocate,
High Court, Calcutta

Witnesses:

Signature_____ Signature_____

Name_____ Name_____

Father's Name _____ Father's Name _____

Address,_____ Address_____

Receipt of Consideration

Received from the within named Buyer the within mentioned sum of Rs. _____
(Rupees _____), towards full and final payment of the
Consideration for the Said Apartment And Appurtenances described in Schedule B above.

GOURI SHANKAR SARDA

DINESH KUMAR SARDA

[Owners]

SHAKUNTALA INFRATECH LLP

Sanjeet Lakhotia
Partner

M/S. SHAKUNTALA INFRATECH LLP

represented by its Director
Sri Sanjeet Lakhotia

[Promoter/Developer]

Witnesses:

Signature _____ Signature _____

Name _____ Name _____

Father's Name _____ Father's Name _____

Address _____ Address _____
