

TENTATIVE DRAFT

CONVEYANCE DEED

THIS CONVEYANCE DEED executed on this _____ (date) day of _____ (Month), 20____.

By and Between

- 1.1 EVERLINK BUILDERS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata-700001 having CIN U45400WB2010PTC144231, having PAN AACCE3510C,
- 1.2 SALONA REALESTATES PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata-700001 having CIN U45400WB2010PTC155542, having PAN AAPCS0997Q,
- 1.3 SAFFORN PROJECTS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2010PTC155501, having PAN AAPCS0995N,
- 1.4 INDUCT INFRAPROJECT PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S.Road, 10th Floor, Room No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2010PTC152758, having PAN AACCI4799P,
- 1.5 ARTH DEVCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S.Road, 10th Floor, Room No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2010PTC155540, having PAN AAJCA0305J,
- 1.6 INDUCT REALESTATE PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S.Road, 10th Floor, Room No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC163500, having PAN AACCI6266P,
- 1.7 WELSOME REALESTATE PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC163504, having PAN AABCW1040N,
- 1.8 ENDORSE BUILDERS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S.Road, 10th Floor, Room

No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC163498, having PAN AACCE7306A,

- 1.9 **WELSOME CONSTRUCTION PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S.Road, 10th Floor, Room No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC164458, having PAN AABCW1174H,
- 1.10 **INCREDIBLE DEVCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S.Road, 10th Floor, Room No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC164475, having PAN AACCI6588E,
- 1.11 **INTENT BUILDCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC164433, having PAN AACCI6591D,
- 1.12 **IMPROVE REALCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC164432, having PAN AACCI6586L,
- 1.13 **INSPIRE DEVCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC164476, having PAN AACCI6590C,
- 1.14 **ISOLATE INFRAPROJECTS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC164461, having PAN AACCI6589F,
- 1.15 **INVENTION INFRAPROJECTS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC164462, having PAN AACCI6587M,
- 1.16 **WONDER REALCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO, Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC164460, having PAN AABCW1176F,
- 1.17 **WAKEFUL INFRA PROJECTS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S.Road, 10th Floor,

Room No.10, Police Station Hare Street, Post Office GPO, Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC165406, having PAN AABCW1223F,

- 1.18 ISOLATE BUILDCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45200WB2011PTC165409, having PAN AACCI6722J,
- 1.19 WELCOME DEVCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC164451, having PAN AABCW1177E,
- 1.20 WEIGHTY BUILDERS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC164456, having PAN AABCW1175G,
- 1.21 EVERNEW PROPERTIES PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2010PTC155539, having PAN AACCE5651Q,
- 1.22 GOODFAITH DEVELOPERS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S.Road, 10th Floor, Room No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2010PTC155541, having PAN AAECG0467A,
- 1.23 IVORY ENCLAVE PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC170353, having PAN AACCI7759M,
- 1.24 IVORY COMPLEX PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S.Road, 10th Floor, Room No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC170352, having PAN AACCI7763D,
- 1.25 INCREDIBLE PROCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S.Road, 10th Floor, Room No.10 Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC167610, having PAN AACCI7134C,
- 1.26 INTENT CONSTRUCTION PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO

Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC167615, having PAN AACCI7137B,

- 1.27 **ELECT DEVCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S. Road, 10th Floor, Room No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC163495, having PAN AACCE7307B,
- 1.28 **WARP INFRAPROJECTS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC163501, having PAN AABCW1041P,
- 1.29 **ENABLE BUILDERS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC163497, having PAN AACCE7303F,
- 1.30 **WEIGHTY DEVCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S.Road, 10th Floor, Room No.10,Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC163502, having PAN AABCW1110F,
- 1.31 **ELASTIC DEVELOPERS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC163503, having PAN AACCE7304C,
- 1.32 **EFFORT CONSTRUCTION PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S. Road, 10th Floor, Room No.10,Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC163494, having PAN AACCE7302E,
- 1.33 **EVERSHINE PROCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC163607, having PAN AACCE7488D,
- 1.34 **INDUCT DEVELOPERS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC169720, having PAN AACCI7624M,
- 1.35 **INDEX BUILDCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC169716, having PAN AACCI7623N,

- 1.36 ISOLATE PROCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC169718, having PAN AACCI7626K,
- 1.37 INSIST REALCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S. Road, 10th Floor, Room No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC169722, having PAN AACCI7627J,
- 1.38 IDENTICAL BUILDERS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S. Road, 10th Floor, Room No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC166210, having PAN AACCI6880P,
- 1.39 EMINENT DEVCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC166213, having PAN AACCE7932N,
- 1.40 IMMORTAL BUILDERS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC166214, having PAN AACCI6881N,
- 1.41 WISE DEVELOPERS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S. Road, 10th Floor, Room No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC166223, having PAN AABCW1303Q,
- 1.42 ELFIN BUILDCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S. Road, 10th Floor, Room No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC167608, having PAN AACCE8207E,
- 1.43 IMPIETY DEVCON PRIVATE LIMITED** a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC167609, having PAN AACCI7136A,
- 1.44 INVENTION DEVELOPERS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC167611, having PAN AACCI7133F,
- 1.45 WILY DEVELOPERS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S. Road, 10th Floor, Room

No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC167649, having PAN AABCW1413H,

- 1.46 **IMMENCE DEVELOPERS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC167651, having PAN AACCI7138Q,
- 1.47 **ENDORSE REALCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC165478, having PAN AACCE7788A,
- 1.48 **EFFORT DEVCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S. Road, 10th Floor, Room No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC165487, having PAN AACCE7787R,
- 1.49 **INTENT DEVCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S. Road, 10th Floor, Room No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45200WB2011PTC165541, having PAN AACCI6748Q,
- 1.50 **WOODLAND REALESTATE PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S. Road, 10th Floor, Room No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC165405, having PAN AABCW1222E,
- 1.51 **EARTHY DEALCOM PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S. Road, 10th Floor, Room No.10 Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC166270, having PAN AACCE7936J,
- 1.52 **EMBARK PROCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC166209, having PAN AACCE7933P,
- 1.53 **INDEX CONSTRUCTION PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC166224, having PAN AACCI6879G,
- 1.54 **WELSOME DEVELOPERS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO

Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC167612, having PAN AABCW1412G,

- 1.55 IMPERIAL PROCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45200WB2011PTC165417, having PAN AACCI6723K,
- 1.56 EVERLINK HOUSING PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2012PTC186046, having PAN AADCE2612E,
- 1.57 PANJI GRIHA NIRMAN PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S. Road, 10th Floor, Room No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45201WB2001PTC092941, having PAN AACCP2415K and
- 1.58 ABHIEERU COMPLEX PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U70102WB2012PTC186154, having PAN AALCA0057F

All hereinafter referred to as “the **VENDORS**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their successors or successors-in-office or successors-in-interest and/or assigns) and represented by their Constituted Attorney **Salarpuria Signum Complex LLP** {represented by its Authorized Signatory _____ of the **FIRST PART**;

AND

SALARPURIA SIGNUM COMPLEX LLP a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its Registered Office at 9th Floor, South City Business Park, 770 Anandapur Road, Police Station - Anandapur, Post Office – Anandapur, Kolkata-700107 (**PAN ACFFS8401G**); represented by its **Authorized Representative** _____ hereinafter referred to as the "**PROMOTER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, and permitted assigns) of the **SECOND PART**;

AND

(1) Mr. X (having Aadhaar No. , PAN Number) son of Mr. A, by Nationality Indian/NRI/Foreigner of Indian origin, aged about years residing at 1234 and **(2) Mr. Y** (having Aadhaar No. , PAN Number) son of Mr. B by Nationality aged about years residing at 1234, Indian/NRI/Foreigner of Indian origin hereinafter called the "**PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**;

The Vendors, the Promoter and the Purchaser shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

I. WHEREAS:

- A. The Vendor are the absolute and lawful owners of **ALL THAT** pieces or parcels of land admeasuring 22163.77 Square metre or 5.48 Acre or 548 Satak more or less situate lying and being entire (1) L.R. Dag No. 1326 (24 satak more or less) recorded in L.R. Khatian Nos.1226, 1227 and 1228 (formerly R.S. Dag No. 1326 recorded in R.S. Khatian Nos.710 and 818), (2) L.R. Dag No.1327 (25 satak more or less) recorded in L.R. Khatian Nos.1097, 1096, 1095, 1094, 1093, 1092, 1091 and 1090 (formerly R.S. Dag No.1327 recorded in R.S. Khatian Nos.661 and 662) (3) L.R. Dag No.1328 (53 satak more or less) recorded in L.R. Khatian Nos.1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1100, 1101, 1102 and 1103 (formerly R.S. Dag 1328 recorded in R.S. Khatian Nos.525), (4) L.R. Dag No.1329 (29 satak more or less) recorded in L.R. Khatian Nos.1097, 1096, 1095, 1094, 1093, 1092, 1091 and 1090 (formerly R.S. Dag No.1329 recorded in R.S. Khatian No.527/1) (5) L.R. Dag No.1331 (14 satak more or less) recorded in L.R. Khatian No.1090, 1091, 1092, 1093, 1094, 1095, 1096 and 1097 (formerly R.S. Dag No.1331 recorded in R.S. Khatian No.543) (6) L.R. Dag No.1332 (11 satak more or less) recorded in L.R. Khatian No. 1089, 1088, 1087, 1086, 1085, 1084, 1083 and 1082 (formerly R.S. Dag No.1332 recorded in R.S. Khatian No.532) (7) L.R. Dag No.1333 (14 satak more or less) recorded in L.R. Khatian Nos. 1089, 1088, 1087, 1086, 1085, 1084, 1083 and 1082 (formerly R.S. Dag No.1333 recorded in R.S. Khatian No.574) (8) L.R. Dag No.1351 (8 satak more or less) recorded in L.R. Khatian Nos.1098 and 1099 (formerly R.S. Dag No.1351 recorded in R.S. Khatian No.537) (9) L.R. Dag No.1364 (6 satak more or less) recorded in L.R. Khatian Nos. 1106, 1107, 1108, 1109,1110, 1111 and 1112 (formerly R.S. Dag No.1364 recorded in Khatian No.735, 434 and 436) (10) L.R. Dag No.1365 (22 Satak more or less) recorded in L.R. Khatian Nos.1098, 1099, 1161, 1162 (formerly R.S. Dag No.1365 recorded in R.S. Khatian No.520) (11) L.R. Dag No.1366 (17 satak more or less) recorded in L.R. Khatian Nos.1125 and 1126 (formerly R.S. Dag No.1366 recorded in R.S. Khatian No.563) (12) L.R. Dag No.1367 (12 satak more or less) recorded in L.R. Khatian Nos.1090, 1091, 1092, 1093, 1094, 1095, 1096, 1097 (formerly R.S. Dag No.1367) (13) L.R. Dag No.1368 (6 satak more or less) recorded in L.R. Khatian Nos.1106, 1107, 1108, 1109, 1110, 1111 and 1112 (formerly R.S. Dag No.1368 recorded in R.S. Khatian No.537) (14) L.R. Dag No.1369 (35 satak more or less) recorded in L.R. Khatian Nos.1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1100, 1101, 1102 and 1103 (formerly R.S. Dag No.1369 recorded in R.S. Khatian No.655), (15) L.R. Dag No.1370 (36 satak more or less) recorded in L.R. Khatian Nos.1106, 1107, 1108, 1109, 1110, 1111 and 1112 (formerly R.S. Dag No.1370 recorded in R.S. Khatian Nos.434, 436 and 735) (16) L.R. Dag No.1371 (34 satak more or less) recorded in L.R. Khatian Nos. 1106, 1107, 1108, 1109, 1110, 1111 and 1112 (formerly R.S. Dag No.1371 recorded in R.S. Khatian Nos.434, 436 and 735) (17) L.R. Dag No.1372 (34 satak more or less) recorded in L.R. Khatian Nos. 1127, 1128, 1129, 1130, 1163, 1164, 1165, 1166 (formerly R.S. Dag No.1372 recorded in R.S. Khatian No.482) (18) divided and demarcated portion of L.R. Dag No.1385 (120.5 Satak more or less out of 249 satak) recorded in L.R. Khatian Nos. 1116/1, 1117/1, 1118/1, 1119/1, 1120/1, 1121/1, 1122/1, 1123, 1124, 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1122 and 1121 (formerly R.S. Dag No.1385 recorded in R.S. Khatian No.784 and 786) (19) divided and demarcated portion

of L.R. Dag No.1386 (9.5 Sataks more or less out of 11 Satak purchased by the relevant owners and mutated in their names out of total 14 satak in the Dag) recorded in L.R. Khatian Nos. 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121 and 1122 (formerly R.S. Dag No.1386 recorded in R.S. Khatian No.785, 787, 790 and 792) (20) L.R. Dag No.1385/1712 (21 satak more or less) recorded in L.R. Khatian Nos. 1116/1, 1117/1, 1118/1, 1119/1, 1120/1, 1121/1, 1122/1, 1123 and 1124 (formerly R.S. Dag No.1385/1712 recorded in R.S. Khatian No.788) and (21) L.R. Dag No.1435/1718 (17 satak more or less) recorded in L.R. Khatian Nos. 1116/1, 1117/1, 1118/1, 1119/1, 1120/1, 1121/1, 1122/1, 1123 and 1124 (formerly R.S. Dag No.1435/1718 recorded in R.S. Khatian No.513) all in Mouza Bade Hooghly, J. L. No. 80, Additional District Sub-Registrar, Sonarpur under Police Station Sonarpur, Poleghat Gram Panchayat in the District of South 24 Parganas, Pin Code 700145 morefully described in **Part-I of Schedule A** (hereinafter referred to as “the **Whole Complex Land**”). The particulars of the sale deed/s whereby the Vendors purchased, inter alia, the Whole Complex Land and other facts of devolution of title in respect of the Whole Complex Land are mentioned in **Schedule A-1** hereto.

- B.** The Promoter is the developer appointed by the Vendors in respect of development of the Whole Complex Land under Development Agreement dated 24th May 2019 and registered with Additional Registrar of Assurances-IV, Kolkata in Book I, Volume No. 1904-2019, pages 241190-241376 Being No. 190405435 for the year 2019 as supplemented by a Deed of Declaration dated 12th June 2020 and registered with Additional Registrar of Assurances-IV, Kolkata in Book No. - I, Volume No. 1904-2020, pages 170593 to 170679 Being No. 190402781 for the year 2020 and Addendum dated 22nd July 2020 and registered with Additional Registrar of Assurances-IV, Kolkata in Book I Volume No. 1904-2020 pages 206192 to 206281 Being No. 190403519 for the year 2020 and further supplemented by Supplementary Agreement dated 21st January 2025 and registered with District Sub-Registrar-II, South 24 Parganas in Book No. - I, Volume No. 1602-2025, pages from 41269 to 41751 Being No. 160200879 for the year 2025(hereinafter collectively referred to as “the **Development Agreement**”) particulars whereof is mentioned in **Schedule A-1**.
- C.** The Whole Complex Land is earmarked for the purpose of building several multistoried buildings and several small row house buildings in multiple blocks and other constructions of which the second phase shall comprise of one multistoried apartment building numbered “Tower 1” in short “T1” (hereinafter referred to as “the **Building**”) and 38 several small row house buildings in multiple blocks (hereinafter referred to as “the **Row Houses**”) all lying on demarcated portions of the Whole Complex Land described in **Part-II of Schedule A** hereto (hereinafter referred to as “**Project Land**”) as per sanctioned building plans datedsince been modified by an addition alteration plan sanctioned by the Executive Officer, Sonarpur Panchayat Samity, South 24 Parganas on 10.06.2024 vide Memo no. XXXXXX (hereinafter referred to as “the **sanctioned building plans**” which expression shall include all sanctions, vertical/horizontal extensions, modifications, integrations, revalidations and revisions made thereto) (the Project Land with the Buildings and the said Row Houses is hereinafter referred to as “the **Project**” or “the **Second Phase**”). The Promoter has caused to be constructed the Project and obtained the Completion Certificate in respect of the Building/s on _____.

- C1. The development on the Whole Complex Land has been divided into two phases. The first phase comprising of Blocks 2A, 2B, 2C, 2D and 2E is being constructed on an identified portions of the Whole Complex Land. The first phase has been registered under the provisions of the West Bengal Housing Industry Regulation Act, 2017 with the West Bengal Housing Industry Regulatory Authority at Kolkata on 12.09.2019 under registration no. HIRA/P/SOU/2019/000523 (hereinafter referred to as “the **First Phase**”) and the phasewise attributable land for the First Phase as envisaged in the Schedule to the agreements for sale of units in First Phase has been identified to be 11933.88 Square metre or 2.9489 Acre or 294.89 Satak more or less (hereinafter referred to as “the **First Phase Land**”) out of the Whole Complex Land as also submitted by the Promoter with the said registration with WB HIRA.
- C2. The Project being the Second Phase comprises of the said Building being one building block numbered as “**Tower 1 (T1)**” and the said Row Houses being **38** small row house buildings in multiple blocks altogether morefully mentioned in **Part – III of Schedule A** and has been constructed on identified portions of the Whole Complex Land and the same has been named “Suncrest Estate-Phase II” and the phase wise attributable land for the Project is 10229.89 square meters or 2.5311 Acre or 253.11 satak more or less as described in **Part-II of Schedule A** hereto (hereinafter referred to as “**Project Land**”). The Project and the First Phase being developed on the Whole Complex Land shall be collectively known as **Suncrest Estate (“Whole Complex”)**.
- D. The Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the West Bengal Real Estate Regulatory Authority at Kolkata on _____ under registration no. _____.
- E. By Agreement for Sale dated _____ (hereinafter referred to as “the **Sale Agreement**”), made between the Vendors, the Promoter and the Purchaser the Vendors and the Promoter agreed to sell to the Purchaser (as Allottee thereunder) and the Purchaser agreed to purchase from them **ALL THAT **{in case of transfer of apartment :**
- one apartment in the said Building (also referred as “Designated Block”) being Unit No.____ having carpet area of _____, on a portion on the _____ floor thereof (hereinafter referred to as “the **Unit**”) along with Parking Facility for _____ car to be used by the Purchaser as permissible under the applicable laws (hereinafter referred to as “**Parking Facility**”) Together With pro rata share in the common areas as mentioned in **SCHEDULE D** hereto and any other areas defined under clause (n) of Section 2 of the Act and to the extent applicable in the Project (hereinafter referred to as “**Common Areas**”).(The Unit, the Parking Facility, if any and the pro rata share of the Common Areas are hereinafter collectively referred to as the “**Designated Unit**” and the Unit and Parking Facility are more particularly described in **Schedule B** and the floor plan of the Unit is annexed hereto and marked as ‘**Appendix-A**’.)

{in case of transfer of row house unit:

one row house being Row House No. –XXX in the Block No. _____ (also referred as “Designated Block”) having an aggregate **carpet area** of XXXX Square feet on the ground to 2nd floor and _____ Square feet in balcony, staircase, landing, lobby etc., aggregating to total carpet area of _____ Square feet (hereinafter referred to as "Unit") And exclusive perpetual use of the demarcated open portion admeasuring XXXXX Square feet more or less adjoining the Row House Unit (hereinafter referred to as “Designated Plot”) and space for parking medium sized car(s) within the Designated Plot , Together With pro rata share in the common areas as mentioned in **SCHEDULE D** hereto and any other areas defined under clause (n) of Section 2 of the Act and to the extent applicable in the Project (hereinafter referred to as "Common Areas"). (The Unit with the use of the Designated Plot and the pro rata share of the Common Areas are hereinafter collectively referred to as the "Designated Unit" and the Unit and Designated Plot are more particularly described in **Schedule B** and the floor plan of the Unit is annexed hereto and marked as ‘Appendix-A’.)

*** {applicable para to be stated by filling in applicable particulars}*

Be it clarified that the term Common Areas insofar as the same refers to the share of the Purchaser in the land shall mean the Project Land being the land described in **Part-II of Schedule A** hereto. Certain other expressions used in this deed shall have the meaning as per Schedule A-2 hereto. The pro rata share in the Common Areas was agreed to be transferred so as to be ultimately held by the Purchaser as member of Association.

- F. The Purchaser has paid the entire consideration of Rs. _____ /- (Rupees _____) only payable for sale of the Designated Unit under the Sale Agreement and the Vendors and the Promoter have apportioned and received the respective amounts receivables by them out of the same in terms of the Development Agreement.
- G. The Purchaser has inspected the Designated Unit and the Complex and satisfied himself about the construction and specification thereof and area of the Designated Unit and the Common Areas provided and has no complaints or objection thereabout. The Purchaser has also gone through all the terms and conditions set out in this Deed and understood the mutual rights and obligations detailed herein including the Additional disclosures and details contained in the Sale Agreement and in this Deed and has accepted the same and is fully satisfied thereabout.
- H. As per Section 17 of the Act, the Promoter is, inter alia, required to execute a registered conveyance deed in favour of the Purchaser alongwith the undivided proportionate title in the Common Areas to the Association. Pending formation of Association and for security of the Purchaser, the transfer in terms of clause IIA shall apply which the Purchaser agrees and accepts alongwith other related provisions mentioned elsewhere in these presents.
- I. The Parties hereby confirm that they are signing this Deed with the full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Project.

II. NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in pursuance of the said agreement and in consideration of the sum of Rs _____ /- (Rupees _____) only paid by the Purchaser to the Vendors and the Promoter at or before the execution hereof (the receipt whereof the Vendors and the Promoter do hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the same the Vendors and the Promoter do hereby forever release discharge and acquit the Purchaser and the Designated Unit and its appurtenances) the Promoter and the Vendors, to the extent of their respective entitlements, do hereby sell and transfer unto and to the Purchaser **ALL THAT** the said Unit/Row House No. _____ morefully and particularly mentioned and described in **Schedule-B** hereto together with {parking facility if granted to the Purchaser and if so and as specifically mentioned in the said **Schedule-B** or exclusive perpetual use of the demarcated open portion admeasuring XXXXX Square feet more or less adjoining the Row House Unit and space for parking medium sized car(s) within the Designated Plot} **AND TOGETHER WITH** the right to use the Common Areas and Installations in common with the Vendors and the Promoter and other persons permitted by them **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the Designated Unit **AND** all the estate right title interest property claim and demand whatsoever of the Promoter and the Vendors into or upon the Designated Unit **TO HAVE AND TO HOLD** the Designated Unit unto and to the use of the Purchaser absolutely and forever **TOGETHER WITH AND/OR SUBJECT TO** the easements quasi-easements and other stipulations and provisions in favour of the Purchaser and the Promoter/Vendors as are set out in the **Schedule C** hereto **AND SUBJECT TO** the Purchaser observing, fulfilling and performing the House Rules and other covenants, terms and conditions as contained herein below and in the Schedules hereto and on the part of the Purchaser to be observed, fulfilled and performed.

IIA. As per Section 17 of the Act, the Promoter is, inter alia, required to execute undivided proportionate title in the common areas to the Association. The Promoter agrees to enable the formation of the Association of allottees of the Project and upon formation of such Association, the Promoter and the Vendors agree to convey the title to the Common Areas (including Project Land). The formation of Association is at the hands of the Co-owners of the Project and the Promoter record that it is keen to enable the formation.

Without affecting or prejudicing the said rights and obligations of the Promoter, at the request of the Purchaser and to allay any insecurity of the Purchaser and with the consent of the Purchaser it is recorded and confirmed that the sale and transfer of the undivided proportionate title to the Project Land (attributable to the Unit) by the Vendors and of the undivided proportionate title to the other Common Areas (attributable to the Unit) by the Vendors and the Promoter, to the extent of their respective entitlement, is and shall be deemed to be hereby conveyed to the Association to take ipso facto effect immediately upon the formation of the Association absolutely and shall remain vested with the Purchaser until then in trust and for the benefit of the Association.¹ It is clarified that any document or instrument required to be executed and registered to confirm or vest the said

transfer in favour of the Association, the parties hereto shall execute and register the same at the cost and expense of the Purchaser or of the Association including stamp duty and registration fee.

III. THE VENDORS AND THE PROMOTER DO HEREBY COVENANT WITH THE PURCHASER as follows:-

- (a) The interest which they do hereby profess to transfer subsists and that they have good right full power and absolute authority to grant, sell, convey transfer, assign and assure unto and to the use of the Purchaser, the Designated Unit in the manner aforesaid.
- (b) It shall be lawful for the Purchaser, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the other provisions hereof, to hold use and enjoy the Designated Unit and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by them or any person or persons claiming through under or in trust for them **AND** freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever created or made by the Vendors and the Promoter save only those as are expressly mentioned herein, if any.
- (c) They shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the Designated Unit hereby sold and transferred unto and to the Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser.

IV. IT IS HEREBY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES HERETO as follows:-

- 1. The Promoter agrees and acknowledges, that the Purchaser shall have the right to the Designated Unit as mentioned below.
 - (i) The Purchaser shall have exclusive ownership of the said Unit.
 - (ii) Pursuant to Section 17 of the Real Estate (Regulation and Development) Act, 2016 and at the instance of the Purchaser, the Association is intended to be the owner of the undivided proportionate share in the Common Areas as morefully mentioned in clause IIA hereinabove. The Purchaser shall also have title to undivided proportionate share in the Common Areas of the Project as members of the Association as stipulated in clause IIA hereinabove *and as per clause 13.13.6 hereto*.
 - (iii) Since the share interest of the Purchaser in the Common Areas is undivided and cannot be divided or separated, the Purchaser shall use the Common Areas along with the Promoter, the Vendors, the other co-owners, occupants, maintenance staff etc. without causing them any inconvenience or hindrance and as per the rules made in this respect including the House Rules. Further, the right of the Purchaser to use the Common Areas shall always be subject to the timely payment of maintenance

charges and other charges as applicable. It is clarified that the Promoter shall hand over the common areas (save the Club Facility to be handed over in terms of clause 13.7 and its sub-clauses below) to the association of co-owners after duly obtaining the partial occupancy/occupancy certificate from the competent authority as provided in the Act. It is clarified and expressly agreed that the Common Areas shall not include the Designated Plot and/or any demarcated portions of land as identified or earmarked by the Promoter to be for exclusive use by the concerned owner purchaser of the Row Houses and also the respective terraces/roofs of the Row Houses. Every purchaser of Row Houses shall be granted the exclusive right to use of the demarcated portion of land earmarked and identified by the Promoter for them respectively and save those earmarked and identified by the Promoter for respective each purchaser, such purchaser shall not have or claim any right over the demarcated portion of land of other purchasers of Row Houses together with common rights of use of the Common Areas as stated in Schedule D below. Save and except the portion of land demarcated and earmarked for the exclusive use for the Unit, the Purchaser shall not have any exclusive right of use or otherwise over the remaining portion of the Project Land including the lands earmarked and identified by the Promoter for the other Row Houses. The terraces/roofs of the each Row House shall be exclusive to and be owned and enjoyed by the respective purchaser thereof subject to the conditions of use mentioned in House Rules. The co-owners of apartment Units in the Building or any other Buildings at the Whole Complex or the Associations shall also not claim any right of use over the demarcated portions of lands exclusively earmarked and identified for the respective Purchasers of the Row Houses by the Promoter nor over the terrace/roof of any Row House nor can or shall object to, interfere with or disturb the enjoyment or transfer of the same by the respective purchaser in any manner whatsoever or howsoever. It is clarified that the Promoter has handed over/shall hand over** the Common Areas to the Association.

2. **SINGLE UNIT:** The Purchaser agrees that the Unit along with Parking Facility, if any, shall be treated as a single indivisible unit for all purposes.
3. **INDEPENDENT PROJECT:** It is agreed that the Project alongwith the First Phase is an independent Project and except sharing of several common areas including those as mentioned in **Part-III** of the **Schedule D** between the Project and the First Phase, the Project and the First Phase 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. It is clarified that Project's facilities and amenities as per **Schedule D** shall be available for the use and enjoyment of the co-owners of the Project and of the First Phase in common with the Vendors and the Promoter and persons permitted by them. The Project is in the second phase of the Whole Complex and the disclosures made above shall apply as regards the sharing of facilities and interdependence on several aspects between the Project, the First Phase of the Whole Complex.
4. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:** The Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of

India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. The Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoter and the Vendors accept no responsibility in regard to matters specified in this para above. The Purchaser shall keep the Promoter and the Vendors fully indemnified and harmless in this regard.

5. **CONSTRUCTION OF THE PROJECT/APARTMENT:** The Purchaser has seen inspected and examined the Project and the Designated Unit and all Common Areas and Installations thereat including all facilities, amenities and specifications thereat and the quality of materials and workmanship used therein and is fully satisfied thereabout. The Purchaser has also seen the layout plan and the sanctioned plans as modified and verified the same with the Designated Unit and the Project including as regards the area, facilities, amenities and specifications thereat and all the Common Areas and Installations.
6. **POSSESSION OF THE DESIGNATED UNIT:** The Purchaser acknowledges and confirms that the Promoter has carried out timely delivery of possession of the Designated Unit to the Purchaser and the Common Areas to the Maintenance In-charge duly made ready and complete with all specifications, amenities and facilities of the Project.
7. **HANDOVER OF DOCUMENTS:** The Purchaser agrees and accepts that the Vendors and the Promoter shall handover the necessary documents and plans available in their respective custody pertaining to the Project Land and other Common Areas, to the Association upon its taking charge.
8. **PAST OUTGOINGS:** The Purchaser and the Maintenance In-charge acknowledge, accept and confirm that the Promoter has already paid all outgoings before transferring the physical possession of the Unit and the Parking Facility to the Purchaser, which it has collected from the Purchaser, for the payment of outgoings (including those mentioned in this Deed), to the satisfaction of the Purchaser and further the Promoter has duly paid the governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and all other outgoings whatsoever payable with respect to the said Project to the competent authorities till the period it was required to do and they hereby acquit and discharge the Promoter from any further obligation or liability in this behalf and the Purchaser hereby acquit and discharge the Vendors and the Promoter from any further obligation or liability in this behalf.
9. **MAINTENANCE OF THE BUILDING/UNIT/PROJECT:** The Purchaser is aware and accepts that the Maintenance In-charge is and shall be responsible to provide and maintain essential services in the Project. The cost of such maintenance shall be payable by the Purchaser separately to the Maintenance In-charge. The Association is to be the ultimate Maintenance In-charge.

10. **DEFECT LIABILITY:** It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter by the Purchaser within a period of 5 (five) years from the date of partial occupancy/occupancy certificate of the Building/Row Houses in which the Unit is situated, as the case may be, the Parties shall refer the matter to the Architect for the Project who shall verify the same and direct the Promoter to proceed or not to proceed with the rectification of the defects upon considering the submission of the Parties and the terms and conditions hereof and then it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days. Provided Further That the obligation or liability of the Promoter shall not arise if the defect has arisen due to force majeure, misuse/negligent use, unauthorized modifications by the Purchasers, normal wear and tear, abuse, accident and improper usage/negligence/omission/act or commission on the part of the Purchaser/s or their nominee/agent and also due to those products, fixtures and fittings for which the manufacturing companies/ vendors/ agencies do not provide warranty beyond the prescribed limited period as per market practices, failure to maintain the equipments/amenities in the Project/Whole Complex, portion alleged to have the defect has already been altered before the Promoter is able to view, if the related annual maintenance contracts and other licenses are not validly maintained by the association of Purchasers is/are excluded from this Clause and the Promoter shall neither be liable nor responsible for the same. Further, the Promoter shall not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party unless it results in structural defects. The decision of the Architect in respect of the matter referred to in this clause shall be final and binding upon both the Promoter and the Purchaser.
- 10.1. The Promoter shall not be responsible for any issues (such as difference in shades of tiles, granite, marbles, tolerances as per IS and building codes, air pockets beneath tiles, separation cracks/gaps between non-homogeneous building components, slopes considered for water drainage, reduction in Carpet Area due to plaster thickness and skirting). Moreover, minor tile chipping, minor damages in places where welding has conducted, shall not be considered as defects for the purposes of this section. The Purchaser agrees and acknowledges that defects arising from natural wear and tear/forced/intentional/accidental damages shall not come within the scope of defect liability and hence the Promoter shall not be responsible for the same. Further, Parties agree that any defects or damages caused to glass, electrical fixtures, sanitary fixtures, ceramic, vitrified, porcelain materials after acceptance of possession of the Unit by the Purchaser shall not come under scope of defect liability and the Promoter shall not be held liable for not curing/entertaining such claims.
- 10.2. The Promoter shall not be responsible for routine/non-structural cracks resulting from differential co-efficient of thermal expansion, non-monolithic joints, seasoning effects, sweating of walls, etc. and such other defects caused due to normal wear and tear, abuse and improper usage.
11. **RIGHT TO ENTER THE UNIT FOR REPAIRS:** The Promoter/Maintenance In-charge/maintenance agency/association of co-owners shall have rights of unrestricted access to all Common Areas, garages/covered parking and parking spaces for providing

necessary maintenance services and the Purchaser agrees to permit the association of co-owners and/or maintenance agency to enter into the Designated Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect or for inspection and requiring the Purchaser to remedy any want of repair.

12. **USAGE: Use of Service Areas:** The service areas, if any, located within the Project shall be ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, underground water tanks, Pump rooms, maintenance and service rooms, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Purchaser shall not be permitted to use the services areas if any, in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Maintenance In-charge (including the Association of co-owners formed by the co-owners) for rendering maintenance services.

13. **MAINTENANCE OF THE SAID BUILDING/UNIT/PROJECT:**

- 13.1 The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Association or any other Maintenance In-charge as per the House Rules. The cost of such maintenance shall be payable by the Purchaser separately in addition to the Total Price of the Designated Unit.

Clauses in relation to maintenance of Project, infrastructure and equipment:

- 13.2 In connection with the Other Costs and Deposit payable by the Purchaser under the Sale Agreement, it is agreed by and between the parties hereto that the same does not include the following amounts which shall be payable by the Purchaser additionally:-

- (a) Goods and Service Tax and any other tax, levy, cess by any name called (including S.T.C., Works Contract Tax, duties, levies and all other taxes and impositions levied by the State Government, Central Government or any other authority or body from time to time) that may be applicable and/or imposed in future and such taxes shall be additionally payable at the applicable rates by the Purchaser and shall be paid proportionately, if levied as a whole on the Designated Block or the Project and wholly, if levied specifically on the Designated Unit (including those that may be applied with retrospective effect and/or those for which any recovery proceedings are initiated in consequence thereof). The Purchaser further agrees that in case of any decrease/reduction in the applicable taxes, the Promoter shall not be liable to refund or compensate the same to the Purchaser in any manner whatsoever.
- (b) Fees and expenses, if any, payable to the any authority towards Sale or Transfer Permission fees.
- (c) Proportionate share of costs, charges and expenses in respect of additional fire safety measures if required to be undertaken due to any subsequent legislation / government order/directives/guidelines or if deemed necessary by the Promoter beyond the present provision of providing electric wiring in each Unit and firefighting equipment in the Common Areas only as prescribed in the existing firefighting code/ regulations.
- (d) Security Deposit and other expenses as may be required by the WBSEDCL or any other electricity provider for individual meter in respect of the Unit directly with the

WBSEDCL or such other provider and proportionate share of the Security Deposit in respect of the common meter/s in respect of the Common Areas.

- (e) Stamp Duty and Registration Charges and all other applicable charges in respect of this Deed and/or any future contracts in pursuance hereof.
- (f) Fixed miscellaneous charges for each instance of registration of this Sale Deed and/or any other contract, which shall be paid by the Purchaser to the Promoter.
- (g) Proportionate costs of formation of Association and handover to Association.

13.2.1 The Deposits as mentioned in the Sale Agreement and paid by the Purchaser to the Promoter shall be held by the Promoter as interest free security deposits and unless any amount out of the same is adjusted due to non-payment of the taxes and outgoings payable by the Purchaser, the same or the unadjusted portion thereof shall be transferred to the Association by the Promoter.

13.2.2 The Deposits shall be transferred by the Promoter to the Maintenance In-charge (upon adjustment of arrear dues if left by the Purchaser) within 3 (three) months of the Association requiring the same from the Promoter.

13.3 **Maintenance In-charge:**

13.3.1 **Association:** The Promoter shall enable the formation of an Association under the West Bengal Apartment Ownership Act, 1972 by the co-owners of the units in the Project and the same may be by way of membership in the Association of the co-owners in First Phase or in case required by law or decided by the Promoter a separate Association for the Project may be formed with a Federation between the associations of the First Phase and the Project. The Association (including Federation) so applicable to the co-owners is hereinafter referred to as the “**Association**”. The Purchaser hereby agrees to become a member of the Association and to sign, execute and register all documents required for the formation of the Association and for its running and administration. The Promoter shall appoint consultant(s) having knowledge in formation of the Association and the Purchaser agrees to do all acts, deeds and things as may be required by such consultant(s) within the stipulated time and to pay the proportionate costs for the formation and operationalization of the Association.

13.3.2 **Maintenance Agency:** The Promoter shall appoint one or more agencies or persons (hereinafter referred to as the “**Maintenance Agency**”) to look after the acts relating to the purposes of managing, maintaining, upkeep and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, rendition of common services in common with the Co-owner and the collection and disbursement of the Common Expenses and dealing with matters of common interest to the Co-owner and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common (“**Common Purposes**”) on such terms and conditions as it deems fit and proper. The Maintenance Agency may appoint professional facility management agencies or persons for conducting the day-to-day affairs as it may deem fit and proper. The fees and costs for such Maintenance Agency shall be proportionately borne and paid by the Purchaser.

13.3.3 **Maintenance In-charge:** The Promoter shall not be liable to act as Maintenance In-charge beyond six months from the date of Occupancy Certificate being issued in respect of the Building/Row Houses which could be partial occupancy certificate since the Project covers only portion of the total sanctioned areas of the Whole Complex. In case no Association is formed within such time of six months, the Purchaser alongwith the Promoter may notify to handover the responsibility of carrying out the Common Purposes to the co-owners of the Building/Row Houses who shall then be solely responsible for all acts relating to the Common Purposes and shall keep the Promoter and the Vendors fully saved harmless and indemnified against any costs, charges, expenses, loss, liability, penalty, etc. in respect of the Common Purposes of the Project. Upon formation of the Association and its taking charge of the acts relating to the Common Purposes, the Association and until then the Promoter or any Maintenance Agency appointed by the Promoter or the co-owners jointly liable for looking after the acts relating to the Common Purposes shall be the maintenance in-charge. (“**Maintenance In-charge**”). It is further clarified that few of the common facilities between the Project and First Phase including but not limited to the STP, WTP, DG, UGR, Internal Roads, Driveways and Gate goomty as per the sole discretion of the Promoter and also including those that are mentioned in **PART-III** of **SCHEDULE D** may be handed over by the Promoter to the Associations of both the First Phase and the Project jointly or to the Federation of such Associations, as the case may be.

13.4 **Common Areas Related:**

13.4.1 The said Building shall contain certain Common Areas as specified in **PART-I** of **Schedule-D** hereto and the Purchaser shall have the right to use the said Common Areas in common with the Vendors, the Promoter, the other Co-owner of the said Designated Tower and other persons as may be permitted by the Promoter.

13.4.2 The Project contains certain Common Areas as specified in **PART-II** of the **Schedule-D** hereto which the Purchaser shall have the right to use the said Common Areas in common with the Vendors, the Promoter and other Co-owners of the Project and other persons as may be permitted by the Promoter. The Project shall also contain certain Common Areas as specified in a part of **PART-III** of the **SCHEDULE D** hereunder written which the Purchaser shall have the right to use in common with the Vendors, the Promoter and other Co-owners of the Project and the First Phase.

13.4.3 The Whole Complex may contain certain additional joint common areas which the Purchaser shall have the right to use in common with the Vendors, the Promoter and other Co-owners of the Whole Complex and other persons permitted by the Promoter and the same shall be identified by the Promoter from time to time.

13.4.4 Save those expressed or intended by the Promoter to form part of the Common Areas as per the **Schedule-D** hereto, no other part or portion of the said Building or the Project shall be claimed to be a part of the Common Areas by the Purchaser either independently or in common with any other Co-owner(s). In particular and without prejudice to the generality of the foregoing provisions of this clause, the parking spaces including the Mechanical Parking System shall neither be nor be claimed to be a part of the Common Areas.

13.4.5 The Promoter has finally identified and demarcated portions to comprise in the common amenities and facilities in the Project/ Whole Complex including the driveway, pathway and passage, services and installations for common use and also such areas which are reserved for common parking and for any other use and the areas so identified shall form part of the Common Areas.

13.5 Unit Related:

13.5.1 **Fittings & Fixtures:** Except those provided by the Promoter, all fitouts to be put-up, erected and installed at or inside the Unit including the interior decoration shall be done and completed by the Purchaser at its own costs and expenses. In doing and carrying out the said fitout works, the Purchaser shall be obliged to do all works in a good and workman-like manner and without violating any laws, rules or regulations of the Sonarpur Panchayat Samity, concerned sanctioning authority, National Building Code and Fire rules and others and with minimum noise and without causing any disturbance or annoyance to the other Co-owners. The Purchaser shall ensure that there shall be no stacking of debris or materials in any Common Areas and there shall be regular clearing of all debris arising out of the Fitout works. The Purchaser hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in anyway damage or destroy the beams and columns on the floor, ceiling and walls of the Unit. The Purchaser shall put the airconditioning outdoor units only at the place specifically identified and specified therefor and shall not cut walls or grills to put any outdoor unit. The wires, pipelines and connections for airconditioning inside the Unit shall be maintained by the Purchaser in a proper, well maintained and repaired manner. The Purchaser shall be responsible for all consequences, loss of life and property, damages or accidents that may occur due to breach or default on the part of the Purchaser while carrying out any fitout or other activity.

13.5.2 Area Calculations:

- (i) **Carpet Area:** The carpet area for the Unit/or any other Unit shall mean the net usable floor area of such Unit/, excluding the area covered by the external walls, areas under services shafts, exclusive balcony but includes the area covered by internal partition walls of the Unit// The carpet area for each floor shall mean the net usable floor area of each floor and the net usable area of the balcony, terrace, staircase, landing, lobby on each floor excluding the area covered by the external walls of the floor, areas under services shafts but includes the area covered by internal partition walls of the floor.
- (ii) **Balcony Area:** The net usable area of the exclusive covered balcony/ies (if any) attached to the Unit.
- (iii) **Open Terrace Area:** The net usable area of the exclusive open space attached to the Unit if granted to the Purchaser.
- (iv) **Built-up Area:** In case of apartments, the built-up area for the Unit or any other Unit shall mean the Carpet Area of such Unit and Balcony area and 50% (fifty percent) of the area covered by those external walls which are common between such Unit/Balcony and any other Unit/Balcony and the area covered by all other external walls of the such

Unit/Balcony. In case of Row Houses, the built-up area for the Unit shall mean the Carpet Area of each floor therein and Balcony and Terrace Areas and the area covered by all external walls of the such floor /Balcony. The built-up area of the Open Terrace includes the Open Terrace Area and the thickness of the parapet walls thereof.

- (v) **Proportionate Common Area:** The proportionate share of the Common Areas attributable to the Designated Unit is undivided ____ Square feet more or less.
- (vi) **Unit Area for CAM (Common Area Maintenance):** For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Purchaser, the area shall be the sum total of the Built-up area and Proportionate Common Area which is ____ Square feet more or less.

Be it expressly mentioned that the nomenclature of parking facility as garage, the area and value of the garage, if any, mentioned in the e-assessment slip issued by the online process in the official website of the Government of West Bengal, Directorate of Registration and Stamp Revenue are all only to enable the online generation of the e-assessment slip and the Purchaser shall not be entitled to claim any such detail or rely upon the same in any manner either adverse to the Promoter or otherwise.

- (vii) It is clarified that the Proportionate Common Area has scope for minor approximation and such area as stipulated by the Promoter is final and binding on the parties hereto. The Purchaser has accepted all the Area Calculations and figures mentioned above upon verification and shall not raise any dispute challenge or claim in respect thereof against the Promoter or the Vendors or any other person at any time.

13.6 **Housing Loan by Purchaser:** In case the Purchaser, with the prior written consent of the Promoter, has obtained any housing loan or finance to pay the consideration envisaged herein, the entire obligation or liability in respect of the same shall be that of the Purchaser alone. In no event the Promoter and/or the Vendors assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Purchaser from such bank/ financial institution.

13.7 **Club Related:**

13.7.1 **Users:** The Purchaser shall have the right to use Club Facility (morefully defined in **Part-IV of Schedule D** hereto) in the Project in common with the Vendors, the Promoter, other Co-owners of the Project, the Co-owners of the First Phase and other persons permitted by the Promoter. The Purchaser shall be liable to pay the separate monthly maintenance charges as part of Other Charges as prescribed by the Promoter or the Maintenance In-charge for the Club Facility irrespective of the Purchasers using the Club Facility or not and such rates and charges shall be varied from time to time and shall be subject to escalation according to the exigencies of the situation. Further, the Purchaser agrees and accepts that the Maintenance In-charge shall be within its rights to impose separate charges from time to time for use of the Community Hall for private functions or ceremonies, if permitted. It is clarified that membership of the Club Facility and all related facilities / amenities shall be available to the Purchasers of the units in the First Phase and the Project.

The Club Facility may be used by the Purchaser alongwith family members residing at the Unit in common as aforesaid. Such use shall be subject to payment of the separate charges therefor and compliance of applicable rules and regulations for the Club Facility. In case any visitor or guest of the Purchaser desires to avail such facilities, the Purchaser shall obtain a written consent from the Maintenance In-charge who shall be at liberty to refuse the same or to levy such charges and/or conditions in respect of the same as the Maintenance In-charge may deem fit and proper.

13.7.2 Facilities: The Promoter has erected, installed and/or made available certain facilities with initial infrastructure and equipments and installation as provided by the Promoter as hereinafter mentioned in the Project in addition to those already contemplated in the First Phase. A list of the Activity Centre Facilities has been provided in **PART-IV of Schedule-D** hereto.

13.7.3 Club Facility Costs and Membership: All co-owners of the building at the said Project will become members of the Club Facility and the rules thereof shall be framed by the Promoter. Each Unit shall be given with one membership of the Club Facility irrespective of the number of co-purchasers. The subscription charges shall be determined by the Promoter till handover to the Association post which the same shall be determined by the Association. Detailed terms and conditions of membership, different charges and rules and regulations governing the usage of the Club Facility will be formulated and circulated to all the members which they will have to abide including for the proper management and use thereof. In case the Unit is transferred, the membership will automatically stand transferred to the transferee of the Unit and the transferor will cease to be member of the Club Facility. Further all costs and expenses for and relating to the Club Facility (including the cost of the Manager, the management, maintenance, administration, repair, replacement, upkeep of all areas, equipments and utilities thereat and the cost of the professionals, employees and other persons appointed or engaged, the costs of rendition of security, services, amenities and facilities, taxes and overheads and all other fees, costs, charges and expenses connected therewith) shall be borne and paid by the co-owners of the Project in common with the co-owners of the Whole Complex who are made entitled to the Club Facility.

13.7.4 Administration of the Club Facility: The Club Facility will be under the Supervision and Management of the Promoter and the Promoter proposes to have a separate maintenance body for the Club which will co-ordinate with the Maintenance In-charge for the First Phase and the Project as the case may be. Unless otherwise decided by the Promoter, the Club Facility although forming part of the Common Areas of the Whole Complex shall not be handed over to the Association of the Project but shall be handed over in common to the Associations of the First Phase and the Project. The Promoter and thereafter the Association of the Co-owners of the First Phase and the Associations of co-owners of the Project upon being formed or a Federation of the association shall from time to time be given the responsibilities in respect of the Club Facility at such time in such manner and on such terms and conditions as the Promoter may deem fit and proper.

13.8 Overall Project Related :

- 13.8.1 **Car Parking Areas:** The Project contains four-wheeler open and covered parking spaces and multi level mechanized parking spaces as per sanctioned plans (hereinafter referred to as the “**Parking Areas**”). In addition, the Project also contain open car parking Spaces as indicated in the building plan sanction which are not forming part of the amenities and facilities mentioned in **Schedule D** and which can be used for parking “**Open Parking Areas**”. For a regulated and disciplined use of these spaces, the Promoter has reserved rights to allot parking rights in these Open Parking Areas exclusively to the co-owners who need the same and apply for the same with preference being given by the Promoter to those co-owners who do not otherwise have parking space in the Project. The Purchaser agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Promoter in respect of the Open Parking Areas to any other co-owners nor to disturb the use of the allotted parking space by the concerned allottee. The Promoter may, at its sole discretion, allot Parking Areas/Open Parking Areas in the Project to any co-owners of First Phase, and/or Project and may allot Parking Areas/Open Parking Areas in the First Phase and/or Project to any allottee of the Project.
- 13.8.2 The cost of management, repair, replacement, maintenance and upkeep including Annual Maintenance Contracts of the Multi level Mechanical Parking System shall be part of the Common Expenses but the cost of replacement of the same shall be borne and paid by the co-owners who use the concerned Parking Spaces requiring replacement.
- 13.8.3 All unsold or unallotted parking spaces shall be identified/demarcated and retained by the Promoter for disposal of the same in the manner and on the terms and conditions deemed fit and proper by the Promoter.
- 13.8.4 **Non Obstruction in Project:** The Purchaser shall not, in any manner, cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in the construction, addition, alteration and completion of construction of or in or to the Project or any part thereof by the Promoter due to any reason whatsoever.
- 13.8.5 **Architect & Engineers:** Unless changed by the Promoter, Messrs. Agarwal and Agarwal at 2/5 Sevak Baidya Street, Kolkata – 700029 shall be the Architect for the Project and _____ is the principal consultant
- 13.9 **Name of the Project:** The Project shall bear the name “**Suncrest Estate Phase - II**” or such other name as be decided by the Promoter from time to time. The Blocks shall also bear such name or such other name as be decided by the Promoter from time to time. The name of the Whole Complex shall bear the name “Suncrest Estate” and cannot be changed unless permitted by the Promoter in writing and it shall not be necessary for the Promoter to grant any such permission.
- 13.10 **Future Expansion Related:**
- 13.10.1 The Purchaser accepts, acknowledges and confirms that the Promoter shall have the sole and exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the Project including additional floors/storeys on the buildings and other vertical and horizontal expansion and commercial exploitation and to do all acts deeds and things and make all alterations and

connections (including to connect all existing utilities and facilities available at the said Project viz. lifts, water, electricity, sewerage, drainage etc., to the new constructions) as be deemed to be expedient to make such areas and constructions tenantable and to use, enjoy, hold and/or sell transfer the same to any person or persons on such terms and conditions as the Promoter in its absolute discretion may think fit and proper.

13.10.2 The Promoter may make further additions and alterations to the Building Plans without affecting the Unit or reducing the amenities and facilities mentioned in **Schedule-D**. The Promoter shall take any further consent, if required, from the Purchaser at the appropriate time if and to the extent required under the Act and which such consent shall not be unreasonably withheld. The Purchaser hereby authorizes and empowers the Promoter to do so as the attorney of the Purchaser.

13.11 **HOUSE RULES:** The ownership and enjoyment of the Unit, Parking Facility, if any and the Common Areas by the Purchaser shall be subject to the observance, fulfilment and performance of the terms and conditions of the Sale Agreement as also the House Rules below ("**House Rules**") which the Purchaser shall be obliged and responsible to comply with strictly:

13.11.1 to use the Unit only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Unit or any activity which may cause nuisance or annoyance to the Co-owner.

***{in case of transfer of Row House:*

- (i) *No construction or addition or alteration of any nature shall be permitted on any part of the Unit.*
- (ii) *The Purchaser shall not park any vehicle of any description anywhere within the Project save only within the Parking Areas/Open Parking Areas.*
- (iii) *The Purchaser shall not divide or subdivide either floor wise or within any floor of the Unit.*
- (iv) *The Purchaser shall not have any right to nor can grant transfer let out or part with possession of any part or portion of the Unit or any floor thereof or of the Unit to any person or persons. The Unit shall be one lot for all intents and purposes and cannot be sub-divided for any purpose. In case of any transfer or letting out by the Purchaser the same shall be of the whole of the Designated Unit together and not in any parts or portions thereof.*

13.11.2 *The right of the Purchaser to use of Open Terrace shall be subject to the following conditions:-*

- (i) *to use the Open Terrace for the purpose for which it has been sanctioned and in a decent and respectable manner and keep the same at all times in a fully repaired and neat and clean condition and shall be fully responsible for complete maintenance of the same at all times;*

- (ii) *not to damage or modify or make any construction, addition or alteration therein nor to cover or enclose the same nor to put any grills or glass or poles or any item going beyond the height of the parapet;*
- (iii) *not deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the Open Terrace nor to keep any dirt or filth thereat and/or any other part of the Unit and to ensure that the open terrace and all other parts of the Unit is properly maintained and kept clean and in good condition;*
- (iv) *not display any signboard, hoarding or advertisement etc. on the parapet wall of the Open Terrace or at any place in the said Open Terrace so as to be visible from outside nor to hold any party and/or large gathering and/or function thereat so as to emit noise or light therefrom or disturbing or causing annoyance to other co-owners;*
- (v) *not to allow or permit any sound, lighting or visual emission which may cause any disturbance to any Occupant or surrounding areas or be a cause or noise or visual or other pollution in any manner;*
- (vi) *not to store or allow any one to store any goods articles or things in the said Open Terrace;*
- (vii) *not to jump over any parapet wall or trespass into the other adjoining Row house Unit from any part or portion of the Designated Plot*
- (viii) *not to permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene;*
- (ix) *not to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Open Terrace and/or the Unit.*
- (x) *not to put up or allow any dish antenna, tower, transmission towers or appliances except only with the prior written consent of the Promoter*
- (xi) *not to sub-divide the Open Terrace in any manner.*

13.11.3 *The right of the Purchaser to use of lawn/garden spaces at the said Plot shall be subject to the following conditions:-*

- (i) *to use the Lawn/garden space for the purpose only as open space for lawn/garden purpose only and keep the same at all times in a fully repaired and neat and clean condition and shall be fully responsible for complete maintenance of the same at all times;*
- (ii) *not to damage or modify or make any construction, addition or alteration therein nor to cover or enclose the same nor to put any grills or glass or poles.*
- (iii) *not to cut trees and to maintain all trees thereat in a proper manner;*
- (iv) *not deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the Lawn/garden space nor to keep any dirt or filth thereat;*
- (v) *not display any signboard, hoarding or advertisement etc. on the Lawn/Garden space so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others;*
- (vi) *not to allow or permit any sound, lighting or visual emission which may cause any disturbance to any Occupant or surrounding areas or be a cause or noise or visual or other pollution in any manner;*

- (vii) *not to store or allow any one to store any goods articles or things in the said Lawn/garden space;*
- (viii) *not to permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene;*
- (ix) *not to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Lawn/garden space.*
- (x) *not to put up or allow any dish antenna, tower, transmission towers or appliances except only with the prior written consent of the Promoter*
- (xi) *not to sub-divide/sub-let the Lawn/garden space in any manner.*

13.11.4 *The Purchaser shall not make any addition or alteration to the boundary wall/fencing on any side of the Designated Plot nor to damage or disfigure the same and shall maintain the same in good and well repaired and neat and clean manner and comply with the following in connection therewith:*

- (i) *not display any signboard, hoarding or advertisement etc. on the wall/fencing so as to be visible from outside nor to put any speaker, equipment or instrument so as to emit noise or light therefrom disturbing others;*
- (ii) *not to affix, draw or string wires, cables or pipes from, to or through any part or portion of the walls/fencing.*
- (iii) *Not to change the outside colour scheme of the walls/fencing in any manner and to maintain and preserve the same in accordance with the colour scheme prescribed and changed from time to time by the Maintenance In-charge.*
- (iv) *not to put up or allow any dish antenna, tower, transmission towers or appliances thereon;*
- (v) *not to jump over any wall or fencing or trespass into the other adjoining Row house Unit*
- (vi) *Not to claim exclusive rights over the common boundary/fencing between the Designated Plot and any adjoining Row Houses.*
- (vii) *Not to change the location or size of the gates affixed to the boundary of the Designated Plot in any manner*

13.11.5 *The Purchaser shall not tamper or damage with the water mains, electrical mains, drainage and sewerage mains and other main junction boxes at the Row Houses in any manner whatsoever and shall keep the same in well repaired and neat and clean condition and always ready for inspection and necessary repairs.}*

***{in case of transfer of apartment:*

13.11.6 *that unless the right of parking is expressly granted and mentioned in Sl. No. 2 of the **Schedule B** hereinabove written (“**Parking Facility**”), the Purchaser shall not park any motor car or any other vehicle at any place in the Project Land (including at the open*

spaces at the Project Land and the Whole Complex Land) nor claim any right to park in any manner whatsoever or howsoever. The Maintenance In-charge may also impose penalty for any wrongful parking by the Purchaser in deviation or violation of this clause and/or the applicable conditions for Parking Facility

13.11.7 In case the Purchaser has applied for and has been allotted Parking Facility, the same shall be subject to the following conditions: -

- (i) The Purchaser shall pay the Parking Facility Maintenance Charges, if any, punctually and without any delay or default*
- (ii) the Purchaser shall not park any motor car or any other vehicle at any other place in the Project Land (including at the open spaces at the Project Land and the Whole Complex Land) nor claim any right to park in any manner whatsoever or howsoever;*
- (iii) the Purchaser shall use the Parking Facility so agreed to be granted, only for the purpose of parking of his medium sized motor car that could comfortably fit in the allotted Parking Facility and such Parking Facility shall not be used for any other purpose and/or for parking any two-wheeler thereat.*
- (iv) No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever.*
- (v) The Purchaser shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed by the Promoter to be granted to him and at the place so allotted to him without raising any objection and causing obstruction in respect of such allotment and such allotment shall be final and binding on the Purchaser.*
- (vi) The Purchaser shall not grant transfer let out or part with the Parking Facility independent of the Unit nor vice versa,*
- (vii) This right to use car parking space does not confer any right of Ownership of the space on which such Parking Facility is provided.*
- (viii) In case due to any legislation, rule, bye-law or order, the individual exclusive Parking Facility is not permissible, then the facility of parking agreed to be granted to the Purchaser hereunder shall be super ceded by such legislation, rule, bye-law or order and for which the Purchaser shall neither hold the Promoter and/or the Vendors liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Vendors.*
- (ix) The terms and conditions on the user of the Parking Facility as mentioned above or elsewhere stipulated in this Deed shall all be covenants running with the Parking Facility.*

(x) *In case the Purchaser is provided with Parking Facility which is inter-dependent with any other Parking Facility in the Project/whole complex or any part thereof then the Purchaser shall not disturb/block the ingress and egress of car of the other Unit owner of such facility and shall use the dependent facility in mutual co-operation with the other facility holder.*

(xi) *In case the Purchaser is provided facility of parking in the Multi level Mechanical Parking System, the Purchaser shall abide by observe fulfill and perform all rules and regulations applicable to the user thereof. The Purchaser accepts and acknowledges that any use of the Multi level Mechanical Parking System by the Purchaser shall be dependant on each other such Purchasers and shall be subject to force majeure and interruptions, inconveniences, malfunctions and mechanical faults associated with its use and the Promoter and the Maintenance-in-Charge shall not be held responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Multi level Mechanical Parking System to which the Purchaser hereby consents and agrees to keep the Promoter fully indemnified in respect thereof.*

13.11.8 In case the Purchaser has not been agreed to be granted any Parking Space, the Purchaser shall not park any motor car or any other vehicle at any place in the Project Land (including at the open spaces at the Project Land and the Whole Complex Land) nor claim any right to park in any manner whatsoever or howsoever

13.11.9 In case the Purchaser is granted the exclusive right to use any Open Terrace as a right appurtenant to Unit, the right of the Purchaser to use of such Open Terrace shall be subject to the following conditions:-

- a. to use the Open Terrace for the purpose for which it has been sanctioned and in a decent and respectable manner and keep the same at all times in a fully repaired and neat and clean condition and shall be fully responsible for complete maintenance of the same at all times*
- b. not to damage or modify or make any construction, addition or alteration therein nor to cover or enclose the same nor to display any light or signage from the same so as to be visible from outside nor to put any grills or glass or poles or any item going beyond the height of the parapet*
- c. not to allow or permit any leakage or seepage of water from the floor to any other portion of the Buildings at the Project;*
- d. not display any signboard, hoarding or advertisement etc. on the parapet wall of the Open Terrace or at any place in the said Open Terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.*

- e. not deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the Open Terrace nor allow the accumulation of water thereat nor store or allow anyone to store any goods articles or things in the said Open Terrace or anywhere at the Project Land*
 - f. not to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Open Terrace and/or the Buildings at the Project and/or the Project Land and/or outside walls of the Buildings at the Project save in the manner indicated by the Promoter or the Maintenance In-Charge*
 - g. not to transfer or assign or part with their right of use of the Open Terrace or part with the possession of the said Open Terrace, independent of the Unit and vice versa.*
 - h. not to sub-divide/sub-let the Open Terrace in any manner. }*
- ** {applicable para to be stated by filling in applicable particulars}*

- 13.11.10 The water connection including overhead water tank and underground reservoir, electricity, drainage, sewerage, telephone, dish antenna and other utilities are all interconnected with a network of pipes, conduits, cables at the Project and shall be regulated by the Maintenance In-charge and the Purchaser shall ensure that it complies with all common rules prescribed in respect of the same and shall not do any act, deed or thing whereby the pipes or conduits are clogged or damaged or whereby the cables are damaged or cut.
- 13.11.11 The use of the Common Areas including but not limited to the Club Facility shall be done by the Purchaser using due care and caution and the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas (including the Club Facility) and appoint agencies for maintenance of the same. The Purchaser shall not hold the Vendors or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas including any facility at Club Facility by the Purchaser or his family members or any other person. It is clarified that the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas and Club Facility.
- 13.11.12 Not to make any construction or addition or alteration or enclose any Common Areas, the Club Facility nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.
- 13.11.13 Not to claim any access or user of any other portion of the Project except the Designated Block/Row Houses and the Common Areas, the Club Facility mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.

- 13.11.14 Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Unit **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Purchaser to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Purchaser shall open out any additional window or any other apparatus protruding outside the exterior of the Unit save that the Purchaser shall have the right install window/ split air-conditioners at the place/s provided therefor in the Unit.
- 13.11.15 To apply for and obtain at his own costs separate assessment and mutation of the Unit in the records of appropriate authority immediately from the date of possession.
- 13.11.16 Not to partition or sub-divide the Unit nor to commit or permit to be committed any form of alteration or changes in the Unit or in the beams, columns, pillars of the Designated Block passing through the Unit or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Designated Block or any part thereof.
- 13.11.17 Not to misuse or permit to be misused the water supply at the Unit.
- 13.11.18 Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
- 13.11.19 Not to install or keep or operate any generator in the Unit or in the or balcony/verandah if attached thereto or in the corridor, lobby or passage of the floor in which the Unit is situate or in any other common areas of the Designated Block/Row Houses or the Project Land or the Whole Complex Land save the battery-operated inverter inside the Unit.
- 13.11.20 Not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders
- 13.11.21 Not to allow the watchmen, driver, domestic servants or any other person employed by the Purchaser or his Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.
- 13.11.22 No bird or animal shall be kept or harbored in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
- 13.11.23 To allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Unit and the Parking Facility, if any at all reasonable times for construction and completion of the Designated Block/Row Houses and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Unit and the Parking Facility, if any within seven days of giving of a notice in writing by the Maintenance In-charge to the Purchaser thereabout;

- 13.11.24 To use the Common Areas only to the extent required for ingress to and egress from the Unit of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the Project Land and the Whole Complex Land by the Vendors and the Promoter and all other persons entitled thereto.
- 13.11.25 To maintain at its own costs and expenses the firefighting system and equipments that may have been installed inside the Unit and to keep the Unit free from all hazards relating to fire.
- 13.11.26 To keep the Unit and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project/Whole Complex in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Designated Block/Row Houses and not to do or cause to be done anything in or around the Unit which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Unit.
- 13.11.27 Not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the Designated Block/Row Houses or may cause any increase in the premium payable in respect thereof.
- 13.11.28 Not to draw the electric lines/wires, television/DTH cables, broadband data cables and telephone cables to the Unit except only through the ducts and pipes provided therefor and further ensuring that no inconvenience is caused to the Vendors, the Promoter or to the other co-owner of the Designated Block/Row Houses. The Purchaser 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 Designated Block/Row Houses and/or the Project Land and/or the Whole Complex Land and/or outside walls of the Designated Block/Row Houses save in the manner indicated by the Promoter or the Maintenance In-charge.
- 13.11.29 To allow the Maintenance In-charge, for the purpose of security, to restrict and regulate the entry of visitors into the Project. It being expressly understood that the internal security of the Unit shall always be the sole responsibility of the Purchaser and the Purchaser shall not hold the Promoter and/or the Vendors liable in case of any theft or damage caused inside the Unit.
- 13.11.30 Not to commit or permit to be committed any alteration or changes in, or draw from outside the Designated Block, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Unit and any other Unit in or portion of the Project.
- 13.11.31 To co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the Project Land and the Whole Complex Land and other Common Purposes.
- 13.11.32 To Keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the Project Land and the Whole Complex Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit

to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the Project Land and the Whole Complex Land.

- 13.11.33 To use only the Common Areas and Installations according to the rules framed from time to time by the Promoter and/or the Association in this behalf.
- 13.11.34 To maintain at his own costs, the Unit (including but not limited to the grills installed thereat) and the Balcony, in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Sonarpur Panchayat Samity, WBSEDCL, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Unit as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, drainage, sewerage and other installations and facilities and amenities at the Project.
- 13.11.35 Not to alter the outer elevation or façade or colour scheme of the Designated Block/Row Houses (including grills, verandahs, lounges, external doors and windows etc.) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter, as applicable, hereinbelow nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the Designated Block/Row Houses otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- 13.11.36 Not to fix or install air conditioners in their respective Unit save and except at places where provision has been made by the Promoter for installation of the same.
- 13.11.37 Not to install any box grill at the Unit or any of its windows nor to install any grill the design of which have not been suggested or approved by the Promoter or the Architects and upon such approval, may install such grill at their own costs and expenses.
- 13.11.38 Not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
- 13.11.39 Not to use the Unit and the Parking Facility, if any or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owner.
- 13.11.40 Not to change/alter/modify the name of the Project and/or the Building therein from those mentioned in this Deed.
- 13.11.41 Not to do or permit any animal sacrifice or any festival or occasion which contains any bodily or physical harm to any person or animal at any part or portion of the Common Areas.

13.11.42 The Purchaser agrees, declares and confirms that the right, title and interest of the Purchaser is and shall be confined only to the Unit, the Parking Facility and the other components of the Unit and that the Promoter shall at all times be entitled to deal with and dispose of all other apartments, units, parking spaces/facilities, constructed spaces and portions of the Project in favour of third parties at such consideration and its sole discretion, which the Purchaser hereby accepts and to which the Purchaser, under no circumstances, shall be entitled to raise any objection.

13.11.43 The power backup from the Common Generator in the Project shall be commenced only upon ____% (____percent) of the Co-owners (other than the Vendors or the Promoter) taking possession of their respective Units in the Project and not before and the Purchaser, in case it takes possession of the Unit before the said time period stipulated for commencement of power backup from Common Generator, shall not raise any objection, dispute or claim in this behalf. The Promoter shall have the discretion to reduce or waive, at any time, the said requirement of minimum percentage of occupancy.

13.12 **Taxes and Outgoings:** The Purchaser binds himself and covenants to bear and pay and discharge the following amounts, taxes, expenses and outgoings (“**Taxes and Outgoings**”):

- (i) Property tax and/or Municipal rates and taxes and water tax, (if any) assessed on or in respect of the Unit directly to the Municipality, BLLRO and/or any other appropriate authority Provided That so long as the same is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the Project Land and/or the Whole Complex Land.
- (ii) All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute, rules or regulations whether existing or as may be imposed or levied at any time in future on in respect of the Unit and/or any component thereof and/or the Building and/or the Project Land and/or the Whole Complex and whether demanded from or payable by the Purchaser or the Maintenance In-charge and the same shall be paid by the Purchaser wholly in case the same relates to the Unit and proportionately in case the same relates to the Building and/or the Project Land and/or the Whole Complex Land or any part thereof.
- (iii) Electricity charges for electricity consumed in or relating to the Unit (including any applicable minimum charges and proportionate share of transmission loss).
- (iv) Charges for water, and other utilities consumed by the Purchaser and/or attributable or relatable to the Unit or any part thereof against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Unit, wholly and if in common with the other Co-owner, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.
- (v) Proportionate share of all Common Expenses (including those mentioned in **SCHEDULE E** hereto) to the Maintenance In-charge from time to time. In particular, and without prejudice to the generality of the foregoing, the Purchaser shall pay to the Maintenance In-charge, recurring monthly maintenance charges calculated @ **Rs. ____/-** (Rupees ____) only

per Square foot per month of the Unit Area for CAM. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided after taking into consideration of cost escalation

- (vi) Proportionate share of all costs, charges and expenses for management, maintenance, administration, repair, replacement, painting, upgradation etc., of the Club Facility as made applicable by the Maintenance In-charge of the Club Facility from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser shall pay to the Maintenance In-charge of the Club Facility, separate monthly club facility charges calculated @ Rs. _____ (Rupee _____) only per Square foot per month of the Unit Area for CAM. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by such Maintenance In-charge at its sole and absolute discretion after taking into consideration the facilities after taking into consideration of cost escalation.
- (vii) Parking Facility Maintenance Charges amounting to **Rs. 100/-** per month per Parking Facility, if any to be increased every year by 5% (five percent) of the amount then payable.
- (viii) Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Purchaser.
- (ix) Goods and Service Tax and all other overheads in respect of the aforesaid outgoings and taxes payable by the Purchaser as per the prevalent rates.
- (x) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be at all times.

13.12.2 The Purchaser shall pay to the Promoter maintenance charges as per demand raised on quarterly or monthly or other basis in advance as the Promoter may decide. It is clarified that the Promoter shall not be liable to continue as Maintenance In-charge beyond the period of six months of obtaining the Completion Certificate and it is the responsibility of the Purchaser to ensure Association Formation within the time line specified as per Act. All payments to be made by the Purchaser shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each month and in case of quarterly payments, be made to the Maintenance In-charge within the 7th day of each and every quarter, according to English Calendar, for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Purchaser or in the letter box earmarked for the Unit Provided. That any amount payable by the Purchaser directly to any authority shall always be paid by the Purchaser within the stipulated due date in respect thereof and the Purchaser shall bear and pay the same accordingly and without any delay, demur or default and without raising any objection of any nature whatsoever. Part payment will not be accepted after the due dates.

13.12.3 The maintenance charges do not include donations made or required to be made on various heads and/or any payment or contribution towards the Club Facility payable by the Purchaser as per stipulations made elsewhere in this Deed therefor. The maintenance charges does not also include the costs and expenses for major repair, replacement, reinstatement etc., of the Common Areas and the Purchaser shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance-In-Charge from time to time.

Furthermore, the maintenance charges and all such payments shall be made by the Purchaser irrespective of whether or not the Purchaser uses or is entitled to or is able to use all or any of the Common Areas and any non-user or non-requirement thereof shall not be claimed as a ground for the non-payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Purchaser.

- 13.12.4 The liability of the Purchaser to pay the aforesaid Taxes and Outgoings shall accrue with effect from _____ (hereinafter referred to as “the **Liability Commencement Date**”).
- 13.12.5 In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Purchaser under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser shall be liable to pay to the Maintenance-in-charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears. Without prejudice to the liability of the Purchaser to pay interest as aforesaid, in case the failure and/or default in any payment by the Purchaser for two months then until such payment with applicable interest, the Purchaser and persons deriving rights through him shall be debarred from the benefits of use of the common facilities and the membership and use of the Club Facility shall be suspended and the Maintenance-in-charge and Manager shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the Purchaser and his employees guests agents tenants or licensees and/or the Unit. It is clarified that any debarring, suspension, withholding or stoppage as aforesaid shall not affect the continuing liabilities of the Purchaser in respect of payment of the Taxes and Outgoings and applicable interest during the period of such debar, suspension, withholding or stoppage.
- 13.12.6 It is further agreed that the Promoter shall not be liable if there be any disconnection or interruption in the use of electricity, generator, water, and other utilities etc., owing to any nonpayment of bills and charges by the Purchaser.
- 13.12.7 The Purchaser shall be and remain responsible for and to indemnify the Vendors, the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the Project Land/Whole Complex Land or any other part of the Building at the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Purchaser and shall also indemnify the Vendors and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Vendors and/or the Promoter as a result of any act omission or negligence of the Purchaser or the servants agents licensees or invitees of the Purchaser and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Purchaser.
- 13.12.8 **Waiver:** The unsold apartments at the Project shall enjoy a waiver in respect of the Maintenance Charges for a period of ____ (____) years from the date of the Partial occupancy/occupancy certificate
- 13.12.9 Common Expenses (“**Common Expenses**”) shall be all fees, costs, charges and expenses to be paid or incurred in respect of the management, maintenance, administration, repair,

replacement, upkeep, protection, insurance, security of the Building (except the Units therein), and the Common Areas and the parking spaces and for all other Common Purposes and include those mentioned in **Schedule-E** hereto.

13.13 Acknowledgments, Exceptions and Reservations: The Purchaser doth hereby unconditionally and irrevocably agree to the rights, entitlements and authorities of the Promoter and the Vendors under the provisions of the Sale Agreement and this Deed fully and in all manner and shall not be entitled to raise any objection, dispute, hindrance or claim on any account whatsoever in respect thereof. Without affecting the generality of the foregoing, the Purchaser doth hereby authorize, allow and permit the Promoter and the Vendors to avail and/or exercise all or any of rights and authorities at any time and from time to time hereafter: -

13.13.1 The Promoter has, amongst other rights, the rights of development, transfer and administration in respect of the Whole Complex Land and the project on the First Phase has been registered as a project under the then prevalent Real Estate Laws and is being constructed and the second phase is the Project under this Deed.

13.13.2 The Purchaser shall be bound to execute and/or register such supplementary agreements to effectuate and implement the integration and related terms and conditions as formulated by the Promoter in respect of the Project and the First Phase or any of them.

13.13.3 The building plans already sanctioned mention that the land area of the Whole Complex is 22163.77 Square metre or 5.48 Acre or 548 Satak more or less. Initially the Building Plans were sanctioned showing eight buildings blocks numbered as Block 1, 2A, 2B, 2C, 2D, 2E, 3A and 3B out of which Block 2A to 2E forms part of the First Phase as stated above. The Promoter had earlier intended the Second Phase to consist of the said Block 1 (of ground plus 12 upper storeys) and 3A and 3B (each having ground plus 13 upper storeys). The Promoter has thereafter caused to be modified the Building Plans with respect to Block 1, 3A and 3B pursuant to which Block 1 has been modified as a ground plus 18 storeys and Block 3A and 3B has been removed and instead 38 row houses have been sanctioned.

13.13.4 Only about 2.15 Floor Area Ratio ("FAR") has been consumed out of 2.50 FAR available for the Whole Complex Land. The unutilized FAR in respect of the Whole Complex Land and/or any additional FAR (due to change of laws or rules and/or advantages on account of Green Building or Metro Corridor or otherwise) as may be sanctionable in respect of the Project Land and/or First Phase Land and/or the Whole Complex Land or otherwise, may be utilized by the Promoter within the First Phase and/or the Second Phase in future (by way of any modification of the said sanctioned Plans or new sanctioned plans) at its sole discretion. Such utilization of balance FAR and/or any additional FAR, as stated above, may be by way of construction of additional floors or storeys on the buildings at the First Phase and/or the Second Phase, at any time before or after completion of construction of the buildings thereat and such right is being hereby excluded and reserved unto the Promoter. The Purchaser consents to the sanctioning of such plans for utilizing the unutilized and/or additional FAR by the Promoter at any time in future by way of modification of the existing building plan and/or new plans. Upon the Promoter developing further buildings in one or more phases there can be sharing of certain common amenities

and facilities between the First Phase, and/or the Project and/or the future additions amongst the Co-owners of the First Phase and/or the Project and/or the future additions in such manner as the Promoter may plan and decide. The Purchaser accepts any consequential variation in the shares in land and Common Areas attributable to the Unit and agrees not to claim any amount or reduction of Price on account thereof.

13.13.5 The Promoter may demarcate and carve out portions of the First Phase Land including the passage and/or driveways for being used exclusively or primarily for the construction and completion of the Project and also to join and/or connect the electrical, telecom, data, digital, water, drainage and sewerage lines and junctions and any infrastructure or facilities in the First Phase to those in and/or for the Project in the manner and to the extent as the Promoter may deem fit and proper. The demarcated and/or carved out portions as aforesaid may be separated by temporary walls or fencing. However upon completion of the Project or earlier if so decided by the Promoter, the Promoter may remove such temporary walls or fencing and put the fenced portion for its planned use as passage, driveway, open space and/or landscape etc.,. The Purchaser/s agree/s and undertake/s hereby to execute any such separate writings/ documents as may be required by the Promoter/Vendor, in respect of the said rights of the Promoter.

13.13.6 As regards Row Houses it is specifically and unequivocally agreed as follows:-

- (i) In case the Purchaser is a Purchaser of a unit which is a Row House, the Purchaser accepts and confirms that although the sanction in respect of several Row Houses and multistoried apartment building in the Second Phase has been granted on the basis of the Whole Complex Land as a whole, pro rata share attributable to each Row Houses shall be conveyed to the Association of Purchasers only on the Project Land.
- (ii) The Purchaser and other purchasers of a Row Houses shall be granted the exclusive right to use of the demarcated portion of land earmarked and identified by the Promoter for them respectively and save those earmarked and identified by the Promoter for respective each purchaser, such purchaser shall not have or claim any right over the demarcated portion of land of other purchasers of Row Houses.
- (iii) The Purchaser shall have common rights of use of the Common Areas as stated in Schedule D below but except the portion of land demarcated and earmarked exclusive for the Unit, the Purchaser shall not have any exclusive right of use or otherwise over the remaining portion of the Project Land including the lands earmarked and identified by the Promoter for the other Row Houses.
- (iv) The terraces/roofs of the each Row House shall be exclusive to and be owned and enjoyed by the respective Purchaser thereof subject to the conditions of use mentioned in House Rules.
- (v) The purchasers of apartment Units in the Building or any other Buildings at the Whole Complex or the Associations shall also not claim any right of use over the demarcated portions of lands exclusively earmarked and identified for the respective purchasers of the Row Houses by the Promoter nor over the terrace/roof of any Row House nor can or shall object to, interfere with or disturb the enjoyment or transfer of the same by the respective purchaser;

13.13.7 For a regulated and disciplined use of the parking spaces, the Promoter has reserved the right to allot Parking Facility to the interested Purchasers applying for the same in an

organized manner whereby each applicant Purchaser shall be allotted, Parking Facility of the type applied by him in an identified dependent or independent space.

13.13.8 The Promoter shall be entitled to add or convert any parking space areas in the Project/Whole Complex into stack parking or multi-level parking by the Promoter and get the same approved as per applicable rules of Sonarpur Panchayat Samity, South 24 Parganas or any other sanctioning authority in respect thereof.

13.14 The common areas and amenities as stated in **Part-III** of the **Schedule D** hereto shall be for common use among the Vendors and occupiers of First Phase (except those specific to the individual Buildings therein) and those in the Project (except those specific to the Building in the Project) and till handover the same in the manner mentioned in clause 13.3.3, the same shall be under the exclusive control and administration of the Promoter. The Club Facility for the common use of Vendors and occupiers of all the First Phase and the Project as mentioned in **Part-IV** of **Schedule D** ("**Club Facility**") shall also be for common use among the Vendors and occupiers of First Phase and the Project in common with the Vendors and the Promoter and persons permitted by them. *The construction in respect of the portion of the Club Facility in the First Phase has already been undertaken.* Further, the Promoter may continue the same Association as may be formed for the First Phase, as Association for the Project. However, if due to requirements of law or any other reason deemed fit by the Promoter, separate associations are formed for the First Phase and/or the Project then the common areas shall be under control of the Federation of such associations.

13.14.1 The Promoter shall be entitled to make such additions and/or alterations and/or modifications in the sanctioned plans as may be required by the pollution control/environment authorities for the purpose of receiving the grant of consent/approval from such authorities.

13.14.2 The Promoter shall at all times also be entitled to put the name of the Project and/or the name, design and/or logo of the Promoter and/or its associated group/brands at the Roof, façade, boundary, Main entrance of the Whole Complex common areas and/or any other places in the Project by way of neon-sign, hoardings, signages, sign boards etc., (hereinafter referred to "Project Branding") and the Purchaser or the Association shall not be entitled to obstruct, remove or block the same in any manner whatsoever or howsoever. The Purchaser has no objection nor will at any time be entitled to raise any objection to any hoardings, neon sign, billboards, advertisements, signage (of any size and constructed of any material and the same, with or without illumination) of the brand name "____", etc., ("Said Signage") of the Promoter being erected on the roof and/or the parapet walls and/or the façade of the Project and also the boundary walls of the Project. Such signage(s) shall always remain as the asset of the Promoter. The space for the Said Signage shall be deemed to have been excluded out of the subject matter of sale and shall always belong to the Promoter. The Promoter shall maintain the Said Signage at its own cost if the Said Signage is illuminated, the Promoter shall bear the charges for actual electricity consumed for illumination on the basis of a sub-meter (installed by the Promoter) from the WBSEDCL common meter specifically installed for this purpose.

Neither the Purchaser nor the Purchaser's successor-in-interest shall at any time do any act, deed or thing which affects or hinders the absolute and unfettered right of the Promoter to put up the Said Signage and enjoy the benefits of the Said Signage. It is clarified that for the purpose of maintaining, managing, repairing, replacing, adding or altering the Said Signage, the Promoter and/or the men and agents of the Promoter shall at all times have the right of access to the areas in which the Said Signage are constructed and/or installed without any obstruction or hindrance either from the Purchaser or the Maintenance In-charge. The Purchaser further agrees not to use the name/mark “_____”, etc., in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever save and except for the purpose of address of the Unit and if the Purchaser does so, the Purchaser shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark.

13.14.3 The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the vendors, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, v-sat, television, internet, transformer, compactor, earth pits, generators, invertors, wires and installations and any other facility anywhere at the Designated Block and/or spaces surrounding the same including but not limited to their respective roofs, against applicable charges and terms and conditions therefor. The Promoter shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Buildings or any of them or any other part of the Project.

13.14.4 The Purchaser has agreed that for the benefit of the Project, the Promoter shall be allowed to make any additions and alterations in the sanctioned plans, layout plans and specifications of the Project including the Common Areas without changing the layout, specification and carpet area of the Unit as may be necessary due to architectural and structural reason on recommendation of the Architect. The Purchaser unconditionally accepts and consents to the same and shall not raise any objection whatsoever in this regard.

13.15 COMPLIANCE WITH RESPECT TO THE APARTMENT:

13.15.1 The Purchaser shall with effect from the Liability Commencement Date, be solely responsible to comply with the House Rules/Association Bye-laws and maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Buildings, or the Unit or the Parking Facility, if any, or the common areas including staircases, lifts, common passages, corridors, circulation areas or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Designated Unit and keep the Designated Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Buildings is not in any way damaged or jeopardized.

13.15.2 The Purchaser further undertakes, assures and guarantees that he would not put any signboard / nameplate, neon light, publicity material or advertisement material etc. on the

face/façade of the Building or anywhere on the exterior of the Project, Buildings or Common Areas. The Purchaser shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Purchaser shall not store any hazardous or combustible goods in the Designated Unit or place any heavy material in the common passages or staircase of the Buildings. The Purchaser shall also not remove any wall including the outer and load bearing wall of the Designated Unit.

- 13.15.3 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of co-owners and/or maintenance agency appointed by association of co-owners. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 14 **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY THE PURCHASER:** The Purchaser is entering into this Deed with full knowledge of all the laws, rules, regulations, notifications applicable to the Project in general and this Project in particular. The Purchaser hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and uses the said Designated Unit, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the Designated Unit at his/her own cost.
- 15 **ADDITIONAL CONSTRUCTIONS:** The Promoter undertakes that except as otherwise mentioned elsewhere herein it has no right to make additions or to put up additional structure(s) anywhere in the Project after the completion certificate in respect of the Designated Tower in the Project has been issued by the competent authority(ies) except as provided for elsewhere in this Deed and/or in the Act.
- 16 **ENTIRE CONTRACT:** This Deed, along with its schedules read with the consistent terms and conditions of the Sale Agreement shall henceforth constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Designated Unit.
- 17 **PROVISIONS OF THIS DEED APPLICABLE ON PURCHASER/SUBSEQUENT PURCHASERS:** It is clearly understood and so agreed to by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Designated Unit and the Project shall be equally applicable to and enforceable against any subsequent allottees of the Designated Unit, in case of a transfer, as the said obligations go along with the Designated Unit for all intents and purposes.
- 18 **WAIVER NOT A LIMITATION TO ENFORCE:** Failure on part of the Promoter and/or the Vendors to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

- 19 **SEVERABILITY:** If any provision of this Deed is determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Deed unless the same are capable of being agreed upon by the Parties and/or consented to by the Purchaser shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.
- 20 **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE DEED:** Wherever in this Deed it is stipulated that the Purchaser has to make any payment in common with the other co-owners(s) in the Project, the same shall be equal to the proportion which the carpet area of the Unit bears to the total carpet area of all the Units in the Project.
- 21 **FURTHER ASSURANCES:** The Parties agree that they shall execute, acknowledge and deliver to each other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Deed.
- 22 **PLACE OF EXECUTION:** The execution of this Deed shall be completed only upon its execution by the parties. Hence this Deed shall be deemed to have been executed at Kolkata.
- 23 **NOTICES:** That all notices to be served on the Purchaser and the Promoter as contemplated by this Deed shall be deemed to have been duly served if sent to the Purchaser or the Promoter by Registered Post and/or by email transmission, provided that receipt of such email is formally confirmed by the recipient by replying thereto or otherwise at their respective addresses mentioned in the Sale Agreement. It shall be the duty of the Purchaser and the Promoter and the Vendors to inform the other parties of any change in address and/or email id subsequent to the execution of this Deed in the above address by Registered Post failing which all communications and letters posted at the above address and/or emailed at the aforesaid email id, shall be deemed to have been received by the Promoter or the Vendors or the Purchaser, as the case may be.
- 24 **GOVERNING LAW:** That the rights and obligations of the Parties arising out of or under this Deed shall be construed and enforced in accordance with the applicable laws of India for the time being in force.
- 25 **DISPUTE RESOLUTION:** All or any disputes arising out of or touching upon or in relation to the terms and conditions of this Deed, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act and/or its subsequent amendments and all disputes and differences relating to the Designated Unit in the Project shall be subject to the exclusive jurisdiction of Courts at Kolkata only.

- 26 **OTHER TERMS AND CONDITIONS:** The other terms and conditions as per the contractual understanding between the parties have been incorporated in the Schedules hereto.

SCHEDULE 'A'

PART-I

WHOLE COMPLEX LAND/Said Land

ALL THAT pieces or parcels of land admeasuring 22163.77 Square metre or 5.48 Acre or 548 Satak more or less situate lying and being entire (1) L.R. Dag No. 1326 (24 satak more or less) recorded in L.R. Khatian Nos.1226, 1227 and 1228 (formerly R.S. Dag No. 1326 recorded in R.S. Khatian Nos.710 and 818), (2) L.R. Dag No.1327 (25 satak more or less) recorded in L.R. Khatian Nos.1097, 1096, 1095, 1094, 1093, 1092, 1091 and 1090 (formerly R.S. Dag No.1327 recorded in R.S. Khatian Nos.661 and 662) (3) L.R. Dag No.1328 (53 satak more or less) recorded in L.R. Khatian Nos.1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1100, 1101, 1102 and 1103 (formerly R.S. Dag 1328 recorded in R.S. Khatian Nos.525), (4) L.R. Dag No.1329 (29 satak more or less) recorded in L.R. Khatian Nos.1097, 1096, 1095, 1094, 1093, 1092, 1091 and 1090 (formerly R.S. Dag No.1329 recorded in R.S. Khatian No.527/1) (5) L.R. Dag No.1331 (14 satak more or less) recorded in L.R. Khatian No.1090, 1091, 1092, 1093, 1094, 1095, 1096 and 1097 (formerly R.S. Dag No.1331 recorded in R.S. Khatian No.543) (6) L.R. Dag No.1332 (11 satak more or less) recorded in L.R. Khatian No. 1089, 1088, 1087, 1086, 1085, 1084, 1083 and 1082 (formerly R.S. Dag No.1332 recorded in R.S. Khatian No.532) (7) L.R. Dag No.1333 (14 satak more or less) recorded in L.R. Khatian Nos. 1089, 1088, 1087, 1086, 1085, 1084, 1083 and 1082 (formerly R.S. Dag No.1333 recorded in R.S. Khatian No.574) (8) L.R. Dag No.1351 (8 satak more or less) recorded in L.R. Khatian Nos.1098 and 1099 (formerly R.S. Dag No.1351 recorded in R.S. Khatian No.537) (9) L.R. Dag No.1364 (6 satak more or less) recorded in L.R. Khatian Nos. 1106, 1107, 1108, 1109,1110, 1111 and 1112 (formerly R.S. Dag No.1364 recorded in Khatian No.735, 434 and 436) (10) L.R. Dag No.1365 (22 Satak more or less) recorded in L.R. Khatian Nos.1098, 1099, 1161, 1162 (formerly R.S. Dag No.1365 recorded in R.S. Khatian No.520) (11) L.R. Dag No.1366 (17 satak more or less) recorded in L.R. Khatian Nos.1125 and 1126 (formerly R.S. Dag No.1366 recorded in R.S. Khatian No.563) (12) L.R. Dag No.1367 (12 satak more or less) recorded in L.R. Khatian Nos.1090, 1091, 1092, 1093, 1094, 1095, 1096, 1097 (formerly R.S. Dag No.1367) (13) L.R. Dag No.1368 (6 satak more or less) recorded in L.R. Khatian Nos.1106, 1107, 1108, 1109, 1110, 1111 and 1112 (formerly R.S. Dag No.1368 recorded in R.S. Khatian No.537) (14) L.R. Dag No.1369 (35 satak more or less) recorded in L.R. Khatian Nos.1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1100, 1101, 1102 and 1103 (formerly R.S. Dag No.1369 recorded in R.S. Khatian No.655), (15) L.R. Dag No.1370 (36 satak more or less) recorded in L.R. Khatian Nos.1106, 1107, 1108, 1109, 1110, 1111 and 1112 (formerly R.S. Dag No.1370 recorded in R.S. Khatian Nos.434, 436 and 735) (16) L.R. Dag No.1371 (34 satak more or less) recorded in L.R. Khatian Nos. 1106, 1107, 1108, 1109, 1110, 1111 and 1112 (formerly R.S. Dag No.1371 recorded in R.S. Khatian Nos.434, 436 and 735) (17) L.R. Dag No.1372 (34 satak more or less) recorded in L.R. Khatian Nos. 1127, 1128, 1129, 1130, 1163, 1164, 1165, 1166 (formerly R.S. Dag No.1372 recorded in R.S. Khatian No.482) (18) divided and demarcated portion of L.R. Dag No.1385 (120.5 Satak more or less out of 249 satak) recorded in L.R. Khatian Nos. 1116/1, 1117/1, 1118/1, 1119/1, 1120/1, 1121/1, 1122/1, 1123, 1124, 1114, 1115, 1116, 1117,

1118, 1119, 1120, 1122 and 1121 (formerly R.S. Dag No.1385 recorded in R.S. Khatian No.784 and 786) (19) divided and demarcated portion of L.R. Dag No.1386 (9.5 Sataks more or less out of 11 Satak purchased by the relevant owners and mutated in their names out of total 14 satak in the Dag) recorded in L.R. Khatian Nos. 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121 and 1122 (formerly R.S. Dag No.1386 recorded in R.S. Khatian No.785, 787, 790 and 792) (20) L.R. Dag No.1385/1712 (21 satak more or less) recorded in L.R. Khatian Nos. 1116/1, 1117/1, 1118/1, 1119/1, 1120/1, 1121/1, 1122/1, 1123 and 1124 (formerly R.S. Dag No.1385/1712 recorded in R.S. Khatian No.788) and (21) L.R. Dag No.1435/1718 (17 satak more or less) recorded in L.R. Khatian Nos. 1116/1, 1117/1, 1118/1, 1119/1, 1120/1, 1121/1, 1122/1, 1123 and 1124 (formerly R.S. Dag No.1435/1718 recorded in R.S. Khatian No.513) all in Mouza Bade Hooghly, J. L. No. 80, Additional District Sub-Registrar, Sonarpur under Police Station Sonarpur, Poleghat Gram Panchayat in the District of South 24 Parganas, Pin Code 700145 and butted and bounded as follows:-

- On the North :** by Road, Land and RTS of Ellias Sk., RTS of Sovan Sk., House of Siraj Gazi, land of Jonu Ghosh, Land of Jonu Ghosh & Ors. Land of Dr. Ghosh, Land of Abbas Sk.;
- On the South:** by Malencha Road, RTS of Sk. Kuddus, Land of late Jehad Mistri, Land of Raffic Sk., Good News School, Spoke Workshop, House of Chanda Sk., RTS of Shadat Gazi.;
- On the East :** by Pond of Masjid Committee, RTS of Jahangir Sk., Land of Siraj Gazi, Land and building of Suresh Ghosh, House of Kalicharan Ghosh; and
- On the West :** by RTS of Sk. Kuddus, Land of Bapi Mistri, Extended E.M. Bypass, Land of Abbas Sk. Land of Sk. Haniff, Land of Dr. Ranjit Ghosh.

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

PART-II

PROJECT LAND

PROJECT LAND: ALL THAT pieces or parcels of land admeasuring 10229.89 Square metre or 2.52 Acre or 252.79 Satak more or less situate lying and being entire (1) divided and demarcated portion of L.R. Dag No.1351 (recorded in L.R. Khatian Nos.1098 and 1099 (formerly R.S. Dag No.1351 recorded in R.S. Khatian No.537), (2) divided and demarcated portion of L.R. Dag No.1365 (recorded in L.R. Khatian Nos.1098, 1099, 1161, 1162 (formerly R.S. Dag No.1365 recorded in R.S. Khatian No.520), (3) divided and demarcated portion of L.R. Dag No.1366 (recorded in L.R. Khatian Nos.1125 and 1126 (formerly R.S. Dag No.1366 recorded in R.S. Khatian No.563), (4) divided and demarcated portion of L.R. Dag No.1367 recorded in L.R. Khatian Nos.1090, 1091, 1092, 1093, 1094, 1095, 1096, 1097 (formerly R.S. Dag No.1367), (5) divided and demarcated portion of L.R. Dag No.1369 recorded in L.R. Khatian Nos.1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1100, 1101, 1102 and 1103 (formerly R.S. Dag No.1369

recorded in R.S. Khatian No.655), (6) divided and demarcated portion of L.R. Dag No.1371 recorded in L.R. Khatian Nos. 1106, 1107, 1108, 1109, 1110, 1111 and 1112 (formerly R.S. Dag No.1371 recorded in R.S. Khatian Nos.434, 436 and 735), (7) divided and demarcated portion of L.R. Dag No.1370 recorded in L.R. Khatian Nos.1106, 1107, 1108, 1109, 1110, 1111 and 1112 (formerly R.S. Dag No.1370 recorded in R.S. Khatian Nos.434, 436 and 735), (8) divided and demarcated portion of L.R. Dag No.1372 recorded in L.R. Khatian Nos. 1127, 1128, 1129, 1130, 1163, 1164, 1165, 1166 (formerly R.S. Dag No.1372 recorded in R.S. Khatian No.482), (9) divided and demarcated portion of L.R. Dag No.1386 recorded in L.R. Khatian Nos. 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121 and 1122 (formerly R.S. Dag No.1386 recorded in R.S. Khatian No.785, 787, 790 and 792), (10) L.R. Dag No.1364 (6 satak more or less) recorded in L.R. Khatian Nos. 1106, 1107, 1108, 1109, 1110, 1111 and 1112 (formerly R.S. Dag No.1364 recorded in Khatian No.735, 434 and 436), (11) divided and demarcated portion of L.R. Dag No.1385 (120.5 Satak more or less out of 249 satak) recorded in L.R. Khatian Nos. 1116/1, 1117/1, 1118/1, 1119/1, 1120/1, 1121/1, 1122/1, 1123, 1124, 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1122 and 1121 (formerly R.S. Dag No.1385 recorded in R.S. Khatian No.784 and 786), (12) L.R. Dag No.1385/1712 (21 satak more or less) recorded in L.R. Khatian Nos. 1116/1, 1117/1, 1118/1, 1119/1, 1120/1, 1121/1, 1122/1, 1123 and 1124 (formerly R.S. Dag No.1385/1712 recorded in R.S. Khatian No.788), (13) L.R. Dag No.1435/1718 (17 satak more or less) recorded in L.R. Khatian Nos. 1116/1, 1117/1, 1118/1, 1119/1, 1120/1, 1121/1, 1122/1, 1123 and 1124 (formerly R.S. Dag No.1435/1718 recorded in R.S. Khatian No.513) all in Mouza Bade Hooghly, J. L. No. 80, Additional District Sub-Registrar, Sonarpur under Police Station Sonarpur, Poleghat Gram Panchayat in the District of South 24 Parganas, Pin Code 700145.

PART-III

(PROJECT / SECOND PHASE)

BUILDING DETAILS

1. Block 1 having Ground plus 18 upper floors as per sanctioned plan **vide MEMO XXXX dated XXXX from XXXXX.**
2. 38 Row House Building
3. Common use with the First Phase and/or Future Phase/s (or part thereof as decided by the Promoter) of the Common Amenities and Facilities at the Project out of those mentioned in **Part-III of Schedule D** hereto and any other as be decided by the Promoter before or during the course of development of any Future Phase.

SCHEDULE A-1

CHAIN OF TITLE

WHEREAS:

1. Re : R.S. and L.R. Dag No. 1326 – Total Area in Dag - 0.24 acre, Subject Area – 0.24 acre or 24 Satak (“Dag 1326 Property”):

- 1.1 By a Deed of Gift dated 23rd February 1973 and registered with the Sub Registrar, Baruipur in Book I Volume No. 14 Pages 160 to 167 Being No.968 for the year 1973 one Panchu Gopal Ghosh conveyed and transferred by way of gift unto and to his son Ranjit Kumar Ghosh a portion admeasuring 15 Satak more or less out of the Dag 1326 Property absolutely and forever.
- 1.2 By the two following Sale Deeds both dated 17th October 2012 and registered with the Additional Registrar of Assurances –I, Kolkata, the said Ranjit Kumar Ghosh, for the consideration therein mentioned, sold conveyed and transferred the said 15 Sataks out of Dag 1326 Property as follows:-
 - a. By Sale Deed registered in Book I Volume No.20 Pages 7569 to 7582 Being No.9774 for the year 2012 portion admeasuring 6 Satak more or less out of the Dag 1326 Property was conveyed to Panji Griha Nirman Private Limited absolutely and forever.
 - b. By Sale Deed registered in Book I Volume No.20 Pages 7539 to 7553 Being No.9772 for the year 2012 portion ad measuring 9 Satak more or less out of the Dag 1326 Property was conveyed to Abhieeru Complex Private Limited absolutely and forever
- 1.3 By a Sale Deed dated 21st January 2013 and registered with the Additional Registrar of Assurances –I, Kolkata in Book I Volume No.3 Pages 245 to 261 Being No.00531 for the year 2013 one Jobeda Bibi and Bablu Sheikh for the consideration therein mentioned sold conveyed and transferred unto and to Everlink Housing Private Limited another portion admeasuring 9 Satak out of the Dag 1326 Property absolutely and forever.
- 1.4 The names of the Everlink Housing Private Limited, Panji Griha Nirman Private Limited and Abhieeru Complex Private Limited are recorded as Raiyats in the Records of Rights published under the West Bengal Land Reforms Act, 1955 (hereinafter referred to the “said Act of 1955”) under L.R. Khatian Nos. 1226, 1227 and 1228 in respect of the respective owned portions of the said Dag 1326 property.

2. Re : R.S. and L.R. Dag No. 1327 – Total Area in Dag - 0.25 acre, Subject Area – 0.25 acre or 25 Satak (“Dag 1327 Property”):

- 2.1 By a Sale Deed dated 28th January 1981 and registered with the Sub Registrar, Sonarpur in Book I Volume No.8 Pages 162 to 165 Being No.271 for the year 1981 one Hari Charan Ghosh for the consideration therein mentioned sold conveyed and transferred unto and to one Mohamed Kena Gazi, the Dag 1327 Property absolutely and forever.
- 2.2 By a Sale Deed dated 5th September 1996 and registered with the Additonal District Sub Registrar, Sonarpur in Book I Volume No.96 Pages 72 to 79 Being No.6238 for the year 1996 the said Mahammad Kena Gazi, for the consideration therein mentioned, sold

conveyed and transferred unto and to one Zahid Khan the Dag 1327 Property absolutely and forever.

- 2.3 By a Sale Deed dated 4th August 2011 and registered with the District Sub Registrar IV, South 24 Parganas, in Book I Volume No.20 Pages 3165 to 3178 Being No.06091 for the year 2011 the said Zahid Khan for the consideration therein mentioned sold conveyed and transferred unto and to Endrose Builders Private Limited, Welsome Realestate Private Limited, Induct Realestate Private Limited, Arth Devcon Private Limited, Induct Infraproject Private Limited, Safforn Projects Private Limited, Salona Realestates Private Limited and Everlink Builders Private Limited, the Dag 1327 Property absolutely and forever.
- 2.4 The names of the said Endrose Builders Private Limited, Welsome Realestate Private Limited, Induct Realestate Private Limited, Safforn Projects Private Limited, Salona Realestates Private Limited, Everlink Builders Private Limited, Arth Devcon Private Limited and Induct Infraproject Private Limited are recorded as Raiyats in the Records of Rights published under the said Act of 1955 under L.R. Khatian Nos. 1097, 1096, 1095, 1094, 1093, 1092, 1091 and 1090 respectively in respect of the said Dag 1327 property.

3. Re : R.S. and L.R. Dag No. 1328 – Total Area in Dag - 0.53 acre, Subject Area – 0.53 acre or 53 Satak (“Dag 1328Property”):

- 3.1 One Amulya Charan Ghosh, Charu Chandra Ghosh and Jamuna Bala Ghosh were the owners of the Dag 1328 Property.
- 3.2 By a Sale Deed dated 4th December 1964 and registered with the Sub Registrar, Baruipur in Book I Volume No.141 Pages 1 to 4 Being No.10528 for the year 1964 the said Jamuna Bala Dasi, for the consideration therein mentioned, sold conveyed and transferred unto and to one Noor Mohammed Gazi, one third undivided share of and in the Dag 1328 property absolutely and forever.
- 3.3 By a Sale Deed dated 2nd March 1972 and registered with the Sub Registrar, Sonarpur in Book I Volume No.13 Pages 160 to 162 Being No.594 for the year 1972 the said Noor Mohamed Gazi, for the consideration therein mentioned, sold conveyed and transferred unto and to one Pradyut Kumar Ghosh and Bikash Ghosh, one third undivided share of and in the Dag 1328 property absolutely and forever.
- 3.4 By a Sale Deed dated 11th October 1972 and registered with the Sub Registrar, Sonarpur in Book I Volume No.45 Pages 298 to 300 Being No.3444 for the year 1972 the said Charu Chandra Ghosh, for the consideration therein mentioned, sold conveyed and transferred unto and to the said Pradyut Kumar Ghosh and Bikash Ghosh, one third undivided share of and in the Dag 1328 Property absolutely and forever.
- 3.5 The said Amulya Charan Ghosh, a Hindu, died intestate leaving him surviving his wife Radharani Ghosh, two sons namely Ratan Ghosh and Madan Ghosh and two daughters namely Gitarani Ghosh and Riktarani Ghosh as his only heirs and representatives who all five upon his death inherited and became entitled to his one-third share in the Dag 1328 property.

- 3.6 By a Sale Deed dated 17th October 1974 and registered with the Sub Registrar, Sonarpur in Book I Volume No.66 Pages 291 to 294 Being No.4352 for the year 1974 the said Radharani Ghosh, Ratan Ghosh, Madan Ghosh, Gitarani Ghosh and Riktarani Ghosh, for the consideration therein mentioned, sold conveyed and transferred unto and to the said Pradyut Kumar Ghosh and Bikash Ghosh their one third share in the Dag 1328 property absolutely and forever.
- 3.7 The said Pradyut Kumar Ghosh, a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 11th April 1995 leaving him surviving his wife Tara Ghosh and two sons namely Abhijit Ghosh and Surajit Ghosh as his only heirs and legal representatives who all three upon his death inherited and became entitled to his one-half share in the said Dag 1328 property absolutely.
- 3.8 By an Indenture of Conveyance dated 3rd August 2011 and registered with the District Sub Registrar IV South 24 Parganas in Book I Volume No.20 Pages 2375 to 2389 Being No.06041 for the year 2011 the said Tara Ghosh, Abhijit Ghosh and Surajit Ghosh, for the consideration therein mentioned, sold conveyed and transferred unto and to Weighty Builders Private Limited, Welcome Devcon Private Limited, Isolate Buildcon Private Limited and Wakeful Infra Projects Private Limited their one half undivided share in the Dag 1328 Property absolutely and forever.
- 3.9 By an Indenture of Conveyance dated 3rd August 2011 and registered with the District Sub Registrar IV South 24 Parganas in Book I Volume No.20 Pages 2320 to 2334 Being No.06037 for the year 2011 the said Bikash Ghosh, for the consideration therein mentioned, sold conveyed and transferred unto and to Invention Infraprojects Private Limited, Isolate Infraprojects Private Limited, Wonder Realcon Private Limited, Inspire Devcon Private Limited, Improve Realcon Private Limited, Intent Buildcon Private Limited, Incredible Devcon Private Limited, Welsome Construction Private Limited, his one half undivided share in the Dag 1328 Property absolutely and forever.
- 3.10 The names of the said Weighty Builders Private Limited, Welcome Devcon Private Limited, Isolate Buildcon Private Limited, Wakeful Infra Projects Private Limited, Invention Infraprojects Private Limited, Isolate Infraprojects Private Limited, Wonder Realcon Private Limited, Inspire Devcon Private Limited, Improve Realcon Private Limited, Intent Buildcon Private Limited, Incredible Devcon Private Limited, Welsome Construction Private Limited are recorded as Raiyats in the Records of Rights published under the said Act of 1955 under L.R. Khatian Nos. 1103, 1102, 1101, 1100, 1088, 1087, 1089, 1086, 1085, 1084, 1083 and 1082 respectively in respect of the said Dag 1328 property.
- 3.11 By an Indenture of Conveyance dated 6th June 2016 and registered with the Additional District Sub Registrar, Sonarpur South 24 Parganas in Book I Volume No. 1608-2016 Pages 73979 to 73993 Being No.160803048 for the year 2016 one Manoka Das claiming to be another daughter of the said Amulya Charan Ghosh, for the consideration therein mentioned, sold conveyed and transferred unto and to one Abdullah Gazi her entire undivided share or interest of and in the Dag 1328 Property absolutely and forever.

3.12 By an Indenture of Conveyance dated 14th March 2019 and registered with the Additional Registrar of Assurances III, Kolkata in Book I Volume No. 1903-2019 Pages 44974 to 45020 Being No. 1900300997 for the year 2019 the said Abdullah Gazi, for the consideration therein mentioned, sold conveyed and transferred unto and to the said Welsome Construction Private Limited, Incredible Devcon Private Limited, Intent Buildcon Private Limited, Improve Realcon Private Limited, Inspire Devcon Private Limited, Isolate Infra Projects Private Limited, Invention Infra Projects Private Limited, Wonder Realcon Private Limited, Wakeful Infra Projects Private Limited, Isolate Buildcon Private Limited, Welcome Devcon Private Limited and Weighty Builders Private Limited his entire whatever share or interest of and in the Dag 1328 Property absolutely and forever.

4. Re : R.S. and L.R. Dag No. 1329 – Total Area in Dag - 0.29 acre, Subject Area – 0.29 acre or 29 Satak (“Dag 1329 Property”):

4.1 By an Indenture of Conveyance dated 6th December 1943 and registered with the Sub Registrar, Baruipur in Book I Volume No.76 Pages 255 to 256 Being No.8040 for the year 1943 one Noor Mohamed Gazi, for the consideration therein mentioned, sold conveyed and transferred unto and to one Sushila Bala Dasi the Dag 1329 Property absolutely and forever.

4.2 By an Indenture of Conveyance dated 3rd December 1979 and registered with the Sub Registrar, Sonarpur in Book I Volume No.57 Pages 183 to 186 Being No.3972 for the year 1979 the said Sushila Bala Dasi, for the consideration therein mentioned, sold conveyed and transferred unto and to one Sadek Ali Sheikh the Dag 1329 Property absolutely and forever.

4.3 The said Sadek Ali Sheikh, a Mahomedan, died on 25th May 2008 intestate leaving him surviving his two wives Belati Sheikh and Mamtaz Sheikh, three daughters from Belati Bibi, his first wife, namely Asma Bibi, Nazma Bibi, Minati Khatun Bibi and three sons and two daughters from Mamtaz Bibi, his second wife, namely Saluddin Sheikh), Kabul Sheikh (also known as Bablu Sheikh), Habibur Sheikh Surhiya Begum and Minu Mondal as his only heirs and legal representatives who all ten upon his death inherited and became entitled the said Dag 1329 Property absolutely.

4.4 The said Saluddin Sheikh, a Mahomedan, died intestate on 30th July 2010 leaving him surviving his mother, Mamtaz Sheikh, wife Rahima Bibi, two brothers namely Kabul Sheikh and Habibur Sheikh and two sisters Surhiya Begum and Minu Mondal as his only heirs and legal representatives who all upon his death inherited and became entitled to his share of and in the Dag 1329 Property absolutely.

4.5 By an Indenture of Conveyance dated 3rd August 2011 and registered with the District Sub Registrar IV South 24 Parganas, in Book I Volume No.20 Pages 2450 to 2470 Being No.06046 for the year 2011 the said Belati Sheikh, Mamtaz Sheikh, Asma Bibi, Nazma Bibi, Minati Khatun Bibi, Kabul Sheikh, Habibur Sheikh, Suraiya Begam, Minu Mondal and Rahima Bibi, for the consideration therein mentioned, sold conveyed and transferred unto and to Endorse Builders Private Limited, Welsome Realestate Private Limited, Induct Realestate Private Limited, Arth Devcon Private Limited, Induct Infraproject Private

Limited, Safforn Projects Private Limited, Salona Realestates Private Limited, Everlink Builders Private Limited, the Dag 1329 Property absolutely and forever.

- 4.6 The names of the said Endorse Builders Private Limited, Welsome Realestate Private Limited, Induct Realestate Private Limited, Arth Devcon Private Limited, Induct Infraproject Private Limited, Safforn Projects Private Limited, Salona Realestates Private Limited, Everlink Builders Private Limited are recorded as Raiyats in the Records of Rights published under the said Act of 1955 under L.R. Khatian Nos. 1097, 1096, 1095, 1094, 1093, 1092, 1091 and 1090 respectively in respect of the Dag 1329 property.
- 4.7 It was subsequently detected that the said Salauddin Sheikh also left behind two daughters namely Mehendi Sheikh and Muskaan Sekh both minors at the time of his death. Accordingly, by an Agreement dated 13th September 2011 and registered with the District Sub Registrar IV South 24 Parganas, in Book I Volume No. 24 Pages 1037 to 1052 Being No.7208 for the year 2011 followed by Order dated 26.7.2012 passed by the Court of the District Judge, Alipore in Misc Case No.851 of 2011 thereby permitting the sale as envisaged in the said agreement and then followed by an Indenture of Conveyance dated 18th September 2012 and registered with the District Sub Registrar IV South 24 Parganas in Book I Volume No.25 Pages 543 to 564 Being No.7635 for the year 2012, the said Mehndi Sheikh and Muskan Sheikh for the consideration therein mentioned, inter alia, sold conveyed and transferred unto and to Intent Buildcon Private Limited a portion admeasuring 2.7 Satak out of Dag 1329 Property absolutely and forever.

5. Re : R.S. and L.R. Dag No. 1331 – Total Area in Dag - 0.14 acre, Subject Area – 0.14 acre or 14 Satak (“Dag 1331 Property”):

- 5.1 By an Indenture of Conveyance dated 6th December 1943 and registered with the Sub Registrar, Baruipur in Book I Volume No.76 Pages 255 to 256 Being No.8040 for the year 1943 the said Noor Mohamed Gazi, for the consideration therein mentioned, sold conveyed and transferred unto and to one Sushila Bala Dasi the said Dag 1331 Property absolutely and forever.
- 5.2 By a Deed of Gift dated 3rd July 1987 and registered with the Additional District Sub Registrar, Sonarpur in Book I Volume No.33 Pages 80 to 85 Being No.2523 for the year 1987 the said Sushila Bala Dasi conveyed and transferred by way of gift unto and to her son Somnath Ghosh All That Dag 1331 Property absolutely and forever.
- 5.3 By an Indenture of Conveyance dated 3rd August 2011 and registered with the District Sub Registrar IV South 24 Parganas in Book I CD Volume No.20 Pages 2349 to 2361 Being No.06039 for the year 2011 the said Somnath Ghosh, for the consideration therein mentioned, sold conveyed and transferred unto and to Endorse Builders Private Limited, Welsome Realestate Private Limited, Induct Realestate Private Limited, Arth Devcon Private Limited, Induct Infraproject Private Limited, Safforn Projects Private Limited, Salona Realestates Private Limited, Everlink Builders Private Limited the said Dag 1331 Property absolutely and forever.

5.4 The names of the said Endorse Builders Private Limited, Welsome Realestate Private Limited, Induct Realestate Private Limited, Arth Devcon Private Limited,, Induct Infraproject Private Limited, Safforn Projects Private Limited, Salona Realestates Private Limited and Everlink Builders Private Limited are recorded as Raiyats in the Records of Rights published under the said Act of 1955 under L.R. Khatian Nos. 1097, 1096, 1095, 1094, 1093, 1092, 1091 and 1090 respectively in respect of the said Dag 1331 Property.

6. Re : R.S. and L.R. Dag No. 1332 – Total Area in Dag - 0.11 acre, Subject Area – 0.11 acre or 11 Satak (“Dag 1332 Property”):

6.1 One Amulya Charan Ghosh, Charu Chandra Ghosh and Jamuna Bala Ghosh were the owners of the Dag 1332 Property.

6.2 By an Indenture of Conveyance dated 12th December 1962 and registered with the Sub Registrar, Baruipur, in Book I Volume No.123 Pages 114 to 116 Being No.10526 for the year 1962 the said Jamuna Bal Ghosh, for the consideration therein mentioned, sold conveyed unto and to one Charu Chandra Ghosh one third undivided share out of the Dag 1332 Property absolutely and forever.

6.3 The said Amulya Charan Ghosh, a Hindu died intestate leaving him surviving his wife Radharani Dasi and two sons Ratan Chandra Ghosh and Madan Chandra Ghosh as his only heirs and representatives who all three upon his death inherited and became entitled to his one-third share in the Dag 1332 Property.

6.4 By a Sale Deed dated 24th August 1973 and registered with the Sub Registrar, Sonarpur in Book I Volume No.46 Pages 240 to 243 Being No.3119 for the year 1973 the said Charu Chandra Ghosh, Radharani Ghosh, Ratan Chandra Ghosh and Madan Chandra Ghosh, for the consideration therein mentioned, sold conveyed unto and to one Sadek Ali Sheikh, the Dag 1332 Property absolutely and forever.

6.5 The said Sadek Ali Sheikh, a Mahomedan, died intestate on 25th May 2008 leaving him surviving his wives Belati Sheikh and Mamtaz Sheikh, three daughters from Belati Bibi his first wife, namely Asma Bibi, Nazma Bibi, Minati Khatun Bibi and three sons and two daughters from Mamtaz Bibi, his second wife, namely Saluddin Sheikh, Kabul Sheikh, Habibur Sheikh, Surhiya Begum and Minu Mondal as his only heirs and legal representatives who all ten upon his death inherited and became entitled the said Dag 1332 Property absolutely.

6.6 The said Saluddin Sheikh, a Mahomedan, died intestate on 30th July 2010 leaving him surviving his mother, Mamtaz Sheikh, wife Rahima Bibi, two brothers namely Bablu Sheikh and Habibur Sheikh and two sisters Surhiya Begum and Minu Mondal as his only heirs and legal representatives, who all upon his death inherited and became entitled his share of and in the Dag 1332 Property absolutely.

6.7 By an Indenture of Conveyance dated 3rd August 2011 and registered with the District Sub Registrar IV South 24 Parganas, in Book I Volume No.20 Pages 2298 to 2319 Being No.06036 for the year 2011 the said Belati Sheikh, Mamtaz Sheikh, Asma Bibi Mondal, Minati Khatun Bibi, Kabul Sheikh, Habibur Sheikh, Suraiya Begam, Nazma Bibi, Minu

Mondal and Rahima Bibi, for the consideration therein mentioned, sold conveyed and transferred unto to Invention Infraprojects Private Limited, Isolate Infraprojects Private Limited, Inspire Devcon Private Limited, Wonder Realcon Private Limited, Improve Realcon Private Limited, Intent Buildcon Private Limited, Incredible Devcon Private Limited and Welsome Construction Private Limited, the said Dag 1332 Property absolutely and forever.

- 6.8 It was subsequently detected that the said Salauddin Sheikh also left behind two daughters namely Mehendi Sheikh and Muskaan Sekh both minors at the time of his death. Accordingly, by an Agreement dated 13th September 2011 and registered with the District Sub Registrar IV South 24 Parganas, in Book I Volume No. 24 Pages 1037 to 1052 Being No.7208 for the year 2011 followed by Order dated 26.7.2012 passed by the Court of the District Judge, Alipore in Misc Case No.851 of 2011 thereby permitting the sale as envisaged in the said agreement and then followed by an Indenture of Conveyance dated 18th September 2012 and registered with the District Sub Registrar IV South 24 Parganas in Book I Volume No.25 Pages 543 to 564 Being No.7635 for the year 2012, the said Mehndi Sheikh and Muskan Sheikh for the consideration therein mentioned, inter alia, sold conveyed and transferred unto and to Intent Buildcon Private Limited a portion admeasuring 1.02 Satak out of the said Dag 1332 Property absolutely and forever.
- 6.9 The names of the Invention Infraprojects Private Limited, Isolate Infraprojects Private Limited, Inspire Devcon Private Limited, Wonder Realcon Private Limited, Improve Realcon Private Limited, Intent Buildcon Private Limited, Incredible Devcon Private Limited, and Welsome Construction Private Limited are recorded as Raiyats in the Records of Rights published under the said Act of 1955, under L.R. Khatian Nos. 1088, 1087, 1086, 1089, 1085, 1084, 1083 and 1082 respectively in respect of the said Dag 1332 Property.

7. Re : R.S. and L.R. Dag No. 1333 – Total Area in Dag - 0.14 acre, Subject Area – 0.14 acre or 14 Satak (“Dag 1333 Property”):

- 7.1 One Bhundul Sheikh and Mazahar Sheikh were the owners of the said Dag 1333 Property.
- 7.2 By an Indenture of Conveyance dated 21st July 1960 and registered with the Sub Registrar, Baruipur in Book I Volume No.87 Pages 91 to 92 Being No.7170 for the year 1960 the said Bhundul Sheikh, for the consideration therein mentioned, sold conveyed and transferred unto and to one Mohamed Anwar Ali Sheikh and Mohamed Kashem Ali Sheikh a portion admeasuring 7 Satak out of the Dag 1333 Property absolutely and forever.
- 7.3 The said Mazahar Sheikh, a Mahomedan, died intestate leaving him surviving his wife Sundari Bibi, two sons namely Md. Anwar Ali Sheikh (also known Anar Ali Sheikh) and Md. Kasem Ali Sheikh and only daughter Salema Bibi Mondal as his only heirs heiress and legal representatives who all four upon his death inherited and became entitled his share out of the Dag 1333 Property absolutely and forever.
- 7.4 By an Indenture of Conveyance sated 1st December 1961 and registered with the Sub Registrar, Baruipur, in Book I Volume No.109 Pages 132 to 134 Being No.9359 for the year 1961 the said Anwar Ali Sheik, for the consideration therein mentioned, sold

conveyed and transferred unto and to one Sahabuddin Baidya a portion admeasuring 5.5 Satak more or less out of the Dag 1333 Property absolutely and forever.

- 7.5 By an Indenture of Conveyance dated 13th November 1963 and registered with the Sub Registrar, Baruipur in Book I Volume No.134 Pages 260 to 262 Being No.11613 for the year 1963, the said Sahabuddin Baidya, for the consideration therein mentioned, sold conveyed and transferred unto to the said Sundari Bibi All That 5.5 Satak more or less out of the Dag 1333 Property absolutely and forever.
- 7.6 By an Indenture of Conveyance dated 6th October 1967 and registered with the Sub Registrar, Baruipur in Book I Volume No.128 Pages 275 to 277 Being No.10133 for the year 1967 the said Kashem Ali Sheikh, for the consideration therein mentioned, sold conveyed and transferred unto and to one Smt. Sati Mukhopadhyay, a portion admeasuring 6 Satak more or less out of the Dag 1333 Property absolutely and forever.
- 7.7 By an Indenture of Conveyance dated 9th November 1968 and registered with the Sub Registrar, Baruipur in Book I Volume No.111 Pages 283 to 285 Being No.10707 for the year 1968 the said Sm. Sati Mukhopadhyay, for the consideration therein mentioned, sold conveyed and transferred unto to the said Sadek Ali Sheikh a portion admeasuring 6 Satak more or less out of the Dag 1333 Property absolutely and forever.
- 7.8 By an Indenture of Conveyance dated 12th April 1971 and registered with the Sub Registrar, Sonarpur in Book I Volume No.13 Pages 218 to 220 Being No.1065 for the year 1971 the said Sundari Bibi and Salema Bibi, for the consideration therein mentioned, sold conveyed and transferred unto to the said Sadek Ali Sheikh, a portion admeasuring 8 Satak more or less out of the Dag 1333 Property absolutely and forever.
- 7.9 By a Deed of Gift dated 16th October 2007 and registered with the Additional District Sub Registrar, Sonarpur in Book I Volume No.29 Pages 2620 to 2631 Being No.10318 for the year 2009 the said Sadek Ali Sheikh conveyed and transferred by way of gift unto and to his son Kabul Ali Sheikh a portion admeasuring 6 Satak more less out of the Dag 1333 Property absolutely and forever.
- 7.10 The said Sadek Ali Sheikh, a Mahomedan, died intestate on 25th May 2008 leaving him surviving his two wives Belati Sheikh and Mamtaz Sheikh, three daughters from Belati Bibi, his first wife, namely Asma Bibi, Nazma Bibi, Minati Khatun Bibi and three sons and two daughters from Mamtaz Bibi, his second wife, namely Saluddin Sheikh, Kabul Sheikh, Habibur Sheikh, Surhiya Begum and Minu Mondal as his only heirs and legal representatives who all ten upon his death inherited and became entitled the said Dag 1333 Property absolutely.
- 7.11 The said Saluddin Sheikh, a Mahomedan, died on 30th July 2010 intestate leaving him surviving his mother, Mamtaz Sheikh, wife Rahima Bibi, two brothers namely Bablu Sheikh and Habibur Sheikh and two sisters Surhiya Begum and Minu Mondal as his only heirs and legal representatives who all upon his death inherited and became entitled his share of and in the Dag 1333 Property absolutely and forever.

- 7.12 By an Indenture of Conveyance dated 3rd August 2011 and registered with the District Sub Registrar IV South 24 Parganas, in Book I CD Volume No.20 Pages 2471 to 2494 Being No.06047 for the year 2011 the said Belati Sheikh, Mamta Sheikh, Asma Bibi Mondal, Minati Khatun Bibi, Kabul Sheikh, Habibur Sheikh, Suraiya Begam, Minu Mondal, Nazma Bibi and Rahima Bibi, for the consideration therein mentioned, sold conveyed and transferred unto to the Invention Infraprojects Private Limited, Isolate Infraprojects Private Limited, Inspire Devcon Private Limited, Wonder Realcon Private Limited, Improve Realcon Private Limited, Intent Buildcon Private Limited, Incredible Devcon Private Limited and Welsome Construction Private Limited, the Dag 1333 Property absolutely and forever.
- 7.13 It was detected that the said Anwar Ali Sheikh only sold 5.5 Satak out of his total entitlement of 5.95 Satak in the Dag 1333 Property. The said Anwar Ali Sheikh had by such time died intestate, leaving him surviving his wife Hasina Bibi and two daughters Rashida Bibi and Shahida Bibi as his only heirs and legal representatives. Accordingly, by an Indenture of Conveyance dated 3rd August 2011 and registered with the District Sub Registrar-IV South 24 Parganas in Book I CD Volume No.22 Pages 614 to 624 Being No.06552 for the year 2011 the said Hasina Bibi, Rashida Bibi and Shahida Begam, for the consideration therein mentioned, sold conveyed and transferred unto and to the said Welsome Construction Private Limited All that land measuring 0.45 Satak more or less out of the Dag1333 Property absolutely and forever.
- 7.14 It was subsequently detected that the said Salauddin Sheikh also left behind two daughters namely Mehendi Sheikh and Muskaan Sekh both minors at the time of his death. Accordingly, by an Agreement dated 13th September 2011 and registered with the District Sub Registrar IV South 24 Parganas, in Book I Volume No. 24 Pages 1037 to 1052 Being No.7208 for the year 2011 followed by Order dated 26.7.2012 passed by the Court of the District Judge, Alipore in Misc Case No.851 of 2011 thereby permitting the sale as envisaged in the said agreement and then followed by an Indenture of Conveyance dated 18th September 2012 and registered with the District Sub Registrar IV South 24 Parganas in Book I Volume No.25 Pages 543 to 564 Being No.7635 for the year 2012, the said Mehndi Sheikh and Muskan Sheikh for the consideration therein mentioned, inter alia, sold conveyed and transferred unto and to Intent Buildcon Private Limited a portion admeasuring 0.75 Satak more or less out of the said Dag 1333 Property absolutely and forever.
- 7.15 The names of the said Invention Infraprojects Private Limited, Isolate Infraprojects Private Limited, Inspire Devcon Private Limited, Wonder Realcon Private Limited, Improve Realcon Private Limited, Intent Buildcon Private Limited, Incredible Devcon Private Limited, and Welsome Construction Private Limited, are recorded as Raiyats in the Records of Rights published under the said Act of 1955 under L.R. Khatian Nos. 1088, 1087, 1086, 1089, 1085, 1084, 1083 and 1082 respectively in respect of the said Dag 1333 property absolutely and forever.
8. **Re : R.S. and L.R. Dag No. 1351 – Total Area in Dag - 0.24 acre, Subject Area – 0.08 acre or 8 Satak (“Dag 1351 Property”):**

- 8.1 One Mazahar Sheikh, a Mahomedan, died intestate leaving him surviving his wife Sundari Bibi, two sons namely Md. Anwar Ali Sheikh (also known as Anar Ali Sheikh) and Md. Kasem Ali Sheikh and only daughter Salema Bibi as his only heirs and legal representatives who all three upon his death inherited and became entitled to the entire 24 Sataks comprised in Dag No. 1351, absolutely and forever.
- 8.2 By an Indenture of Conveyance dated 1st December 1961 and registered with the Sub Registrar, Baruipur in Book I Volume No.109 Pages 132 to 134 Being No.9359 for the year 1961 the said Md. Anwar Ali Sheikh, for the consideration therein mentioned, sold conveyed and transferred unto one Sahabuddin Baidya, a portion admeasuring 8.4 Satak out of the said Dag No. 1351 absolutely and forever.
- 8.3 By an Indenture of Conveyance dated 13th November 1963 and registered with the Sub Registrar, Baruipur in Book I Volume No.134 Pages 260 to 262 Being No.11613 for the year 1963 the said Sahabuddin Baidya, for the consideration therein mentioned, sold conveyed and transferred unto and to the said Sundari Bibi, the portion admeasuring 8.4 Satak out of the said Dag No. 1351 absolutely and forever.
- 8.4 The Land Acquisition Collector acquired 16 Satak land out of entire 24 Satak in the said Dag No. 1351 vide Notification No.1555- LA (PW) dated 06.02.1973 and Erratum No.22250-LA dated 6.11.1974 in respect of L.A. II/43(B) of 71-72 published in the Official Gazette on 14.6.1973 and 19.12.1974. Upon such acquisition, the said Sundari Bibi remaining the owner 3.8 Satak) and the said Mohamed Kashem became the owner of 2.8 Satak and the said Salema Bibi became the owner of 1.4 Satak, being the Dag 1351 Property.
- 8.5 By a Deed of Gift dated 10th November 1983 and registered with the Additional District Sub Registrar, Sonarpur in Book I Volume No.118 Pages 169 to 173 Being No.5628 for the year 1983 the said Sundari Bibi conveyed and transferred by way of gift unto and to his son Mohamed Kashem Ali Sheikh her portion admeasuring 4 Satak more or less out of Dag 1351 Property absolutely and forever.
- 8.6 By a Deed of Gift dated 20th August 2009 and registered with the Additional District Sub Registrar, Sonarpur, in Book I Volume No.26 Pages 1300 to 1312 Being No.09174 for the year 2009 the said Mohamed Kashem Ali Sheikh conveyed and transferred by way of gift unto and to his son the Nasirul Sheikh a portion admeasuring 2.48 Satak or 1 Cottha 8 Chittacks more or less out of Dag1351 Property absolutely and forever.
- 8.7 By an Indenture of Conveyance dated 3rd August 2011 and registered with the District Sub Registrar IV South 24 Parganas in Book I CD Volume No.20 Pages 2415 to 2430 Being No.06044 for the year 2011 the said Kashem Ali Sheikh, Salema Bibi and Nasirul Sheikh, for the consideration therein mentioned, sold conveyed and transferred unto and to the Evernew Properties Private Limited and Goodfaith Developers Private Limited, the said Dag 1351 Property absolutely and forever.
- 8.8 The names of the said Evernew Properties Private Limited and Goodfaith Developers Private Limited are recorded as Raiyats in the Records of Rights published under the said

Act of 1955 under L.R. Khatian Nos. 1098 and 1099 respectively in respect of the said Dag 1351 Property.

9. Re : R.S. and L.R. Dag No. 1364 – Total Area in Dag - 0.06 acre, Subject Area – 0.06 acre or 6 Satak (“Dag 1364 Property”):

- 9.1 By an Indenture of Conveyance dated 10th February 1961 and registered with the Sub Registrar, Baruipur in Book I Volume No.23 Pages 106 to 110 Being No.806 for the year 1961 one Surabala Dasi for the consideration therein mentioned sold conveyed and transferred unto and to one Surja Kumar Ghosh a portion admeasuring 3 Satak more or less out of the Dag No.1364 Property absolutely and forever.
- 9.2 By an Indenture of Conveyance dated 15th February 1963 and registered with the Sub Registrar, Baruipur in Book I Volume No.25 Pages 194 to 196 Being No.1377 for the year 1963 the said Surja Kumar Ghosh, for the consideration therein mentioned, sold conveyed and transferred unto and to one Jahar Lal Ghosh a portion admeasuring 3 Satak more or less out of the Dag 1364 Property absolutely and forever.
- 9.3 One Haridas Ghosh who was the owner of the remaining 3 Satak in the said Dag 1364 Property died intestate as a Hindu governed by Dayabhaga School of Hindu Law and leaving him surviving his wife Prasad Bala Dasi and only son the said Jahar Lal Ghosh as his only heirs and legal representatives. The said Prasad Bala Ghosh subsequently died intestate leaving her surviving her only son the said Jahar Lal Ghosh as her only heirs and legal representative.
- 9.4 The said Jahar Lal Ghosh having thus become the owner of the Dag 1364 Property, a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 19th May 2005 leaving him surviving his wife Shantilata Ghosh and five sons namely Ashim Kumar Ghosh, Tapan Ghosh, Swapan Ghosh, Tarun Ghosh and Sajal Ghosh as his only heirs and legal representatives who all six upon his death inherited and became entitled to the Dag 1364 Property in equal one sixth share absolutely.
- 9.5 By an Indenture of Conveyance dated 3rd August 2011 and registered with the District Sub Registrar IV, South 24 Parganas in Book I Volume No. 22, Pages 594 to 613 Being No.6551 for the year 2011 the said Shantilata Ghosh, Ashim Kumar Ghosh, Tapan Ghosh, Swapan Ghosh, Tarun Ghosh and Sajal Ghosh, for the consideration therein mentioned, sold conveyed transferred unto and to the Effort Construction Private Limited, Elect Devcon Private Limited, Warp Infraprojects Private Limited, Enable Builders Private Limited, Weighty Devcon Private Limited, Elastic Developers Private Limited and Evershine Procon Private Limited, the Dag 1364 Property absolutely and forever.
- 9.6 The names of the Effort Construction Private Limited, Elect Devcon Private Limited, Warp Infraprojects Private Limited, Enable Builders Private Limited, Weighty Devcon Private Limited, Elastic Developers Private Limited and Evershine Procon Private Limited, are recorded as Raiyats in the Records of Rights published under the said Act of 1955 under L.R. Khatian Nos. 1111, 1106, 1107, 1108, 1109, 1110 and 1112 respectively in respect of the said Dag 1364 Property.

10. Re : R.S. and L.R. Dag No. 1365 – Total Area in Dag - 0.22 acre, Subject Area – 0.22 acre or 22 Satak (“Dag 1365 Property”):

- 10.1 By an Indenture of Conveyance dated 12th May 1967 and registered with Sub-Registrar, Baruipur, in Book No. I, Volume No. 74, pages 44 to 45, Being No. 4223 for the year 1967, one Bhundul Sheikh, for the consideration therein mentioned, sold conveyed and transferred unto and to one Bipin Behari Pal the Dag 1365 property absolutely and forever.
- 10.2 By an Indenture of Conveyance dated 7th August 1967 and registered with Sub-Registrar, Baruipur, in Book No. I, Volume No. 102, pages 264 to 266, Being No. 7968 for the year 1967 the said Bipin Behari Pal, for the consideration therein mentioned, sold conveyed and transferred unto and to one Manjushree Dutta, the Dag 1365 Property absolutely and forever.
- 10.3 By an Indenture of Conveyance dated 18th February 1989 and registered with Additional District Sub-Registrar, Sonarpur in Book No. I, Volume No. 19, pages 89 to 96, Being No. 900 for the year 1989 the said Manjushree Dutta, for the consideration therein mentioned, sold conveyed and transferred unto and to one Liyakat Ali Mistri a portion admeasuring 11 Satak more less out of the Dag 1365 Property absolutely and forever.
- 10.4 By an Indenture of Conveyance dated 16th May 1992 and registered with Additional District Sub-Registrar, Sonarpur in Book No. I, Volume No. 50, pages 305 to 308, Being No. 3929 for the year 1992 the said Liyakat Ali Mistri, for the consideration therein mentioned, sold conveyed and transferred unto and to one Jaynal Sana a portion admeasuring 05 Satak more or less out of the Dag 1365 Property absolutely and forever.
- 10.5 By an Indenture of Conveyance dated 3rd August 2011 and registered with District Sub-Registrar-IV, South 24 Parganas, in Book No. I, Volume No. 20, pages 2390 to 2403, Being No. 6042 for the year 2011 the said Liyakat Ali Mistri and Jaynal Sana, for the consideration therein mentioned, sold conveyed and transferred unto and to Evernew Properties Private Limited and Goodfaith Developers Private Limited, their portions admeasuring 11 Satak more or less out of Dag 1365 property absolutely and forever.
- 10.6 The said Manjushree Dutta, Hindu governed by Dayabhaga School of Hindu Law, died intestate leaving her and surviving her only son Arindam Dutta and only daughter Anindita Naskar as her only heirs and legal representatives who both upon her death inherited and became entitled to her remaining portion admeasuring 11 Satak more or less out of the Dag No.1365 Property in equal share absolutely and forever.
- 10.7 By an Indenture of Conveyance dated 22nd December 2011 and registered with Additional Registrar of Assurances-I, Kolkata in Book No. I, Volume No. 25, pages 2409 to 2421, Being No. 11301 for the year 2011 the said Arindam Dutta and Anindita Naskar, for the consideration therein mentioned, sold conveyed and transferred unto and to the Ivory Complex Private Limited and Ivory Enclave Private Limited the portion admeasuring 11 Satak more or less out of the Dag 1365 property absolutely and forever.
- 10.8 The names of the Evernew Properties Private Limited, Goodfaith Developers Private Limited, Ivory Complex Private Limited, and Ivory Enclave Private Limited, are recorded

as Raiyats in the Records of Rights published under the said Act of 1955 under L.R. Khatian Nos. 1098, 1099, 1162 and 1161 respectively in respect of the Dag 1365 Property.

11. Re : R.S. and L.R. Dag No. 1366 – Total Area in Dag - 0.17 acre, Subject Area – 0.17 acre of 17 Sataks (“Dag 1366 Property”):

- 11.1 By a Deed of Gift dated 8th November 1954 and registered with the Sub Registrar, Baruipur in Book I Volume No. 73 Pages 288 to 290 Being No.6674 for the year 1954 one Bhundul Ali Sheikh conveyed and transferred by way of gift unto and to his wife Sabiran Bibi, the Dag 1366 Property absolutely and forever.
- 11.2 By an Indenture of Conveyance dated 26th July 1971 and registered with Sub-Registrar, Sonarpur, in Book No. I, Volume No. 30, Pages 246 to 248, Being No. 2365 for the year 1971 the said Sabiran Bibi, for the consideration therein mentioned, sold conveyed and transferred unto and to one Mansur Ali Sheikh, the Dag 1366 property absolutely and forever.
- 11.3 By an Indenture of Conveyance dated 17th November 2011 and registered with Additional Registrar of Assurances-I, Kolkata in Book No. I, Volume No. 22, pages 3529 to 3539, Being No. 10182 for the year 2011 the said Mansur Ali Sheikh, for the consideration therein mentioned, sold conveyed and transferred unto and to Incredible Procon Private Limited and Intent Construction Private Limited, the Dag 1366 property absolutely and forever.
- 11.4 The names of the Incredible Procon Private Limited, and Intent Construction Private Limited, are recorded as Raiyats in the Records of Rights published under the said Act of 1955 under L.R. Khatian Nos.1125 and 1126 respectively in respect of the said Dag 1366 Property.

12. Re : R.S. and L.R. Dag No. 1367 – Total Area in Dag - 0.12 acre, Subject Area – 0.12 acre or 12 Sataks (“Dag 1367 Property”):

- 12.1 One Rahman Ali Sheikh, a Mahomedan, died intestate leaving him surviving his six sons namely Mubarak Ali Sheikh, Golam Mohamed Sheikh (also Known as Golam Ali Sheikh), Amir Ali Sheikh, Sadek Ali Sheikh, Sarafat Ali Sheikh), Akbar Ali Sheikh) as his only heirs and legal representative who all six upon his death inheirited and became entitled to the Dag 1367 Property absolutely and forever.
- 12.2 The said Golam Ali Sheikh, a Mahomedan, died intestate in or about the year 1948 leaving him surviving his only son namely Rashid Ali Sheikh as his only heir and legal representative who upon his death inherited and became entitled to his share out the Dag 1367 Property absolutely.
- 12.3 By a Deed of Gift dated 14th December 1970 and registered with the Sub Registrar, Sonarpur in Book I Volume No. 50 Pages 212 to 215 Being No.3673 for the year 1970 the said Mubarak Ali Sheikh conveyed and transferred by way of gift unto and to one Abdul Rashid Sheikh his entire share or interest of and in the Dag 1367 Property absolutely and forever.

- 12.4 The said Akbar Ali Sheikh, a Mahomedan, died intestate on 22nd September 1995 leaving him surviving his wife namely Jabeda Bibi and two sons namely Sirajuddin Sheikh and Asifuddin Sheikh and three daughters namely Mir Regina Bibi, Parvin Laskar and Nasrin Khatun as his only heirs and legal representatives who all six upon his death inherited and became entitled to his share out of the Dag 1367 Property absolutely and forever.
- 12.5 The said Amir Ali Sheikh, a Mahomedan, died intestate leaving him surviving his wife namely Zarina Bibi and five sons namely Rawson Sheikh, Aktar Sheikh, Sahajmal Sheikh, Sahajhan Sheikh, Jalil Sheikh and Jakir Sheikh) and three daughters namely Rijia Sardar, Kashmira Bibi and Amina Bibi as his only heirs and legal representatives who all upon his death inherited and became entitled to his share out of the Dag 1367 Property absolutely and forever.
- 12.6 The said Jakir Sheikh, Moham, a Mahomedan, died intestate leaving him surviving his wife namely Supiya Bibi, only son namely Sabir Sheikh and three daughters namely Jahanara Khatun, Sahida Khatun and Rajina Khatun as his only heirs and legal representatives who all upon his death inherited and became entitled to his share out of the Dag 1367 Property absolutely and forever.
- 12.7 The said Saafat Ali Sheikh, a Mahomedan, died intestate leaving him surviving his wife namely Halima Bibi) and three sons namely Sahid Sheikh, Ramjan Ali Sheikh) and Hanif Sheikh and two daughters namely Fatehma Gazi and Sahana Sheikh as his only heirs and legal representatives who all upon his death inherited and became entitled to his share out of the Dag 1367 Property absolutely and forever.
- 12.8 The said Halima Bibi, a Mahomedan, died intestate leaving her surviving her three sons namely Sahid Sheikh, Ramjan Ali Sheikh and Hanif Sheikh and two daughters namely Fatehma Gazi and Sahana Sheikh as her only heirs and legal representatives who all five upon his death inherited and became entitled his share out of the Dag 1367 Property absolutely.
- 12.9 By an Indenture of Conveyance dated 18th December 2006 and registered with Additional District Sub-Registrar, Sonarpur in Book No. I, Volume No. 23, Pages 610 to 632, Being No. 8750 for the year 2010 the said Sadek Ali Sheikh, Rawson Ali Sheikh, Aktar Ali Sheikh, Sahajamal Sheikh, Sahajahan Ali Sheikh, Jalil Sheikh, Zarina Bibi, Supiya Bibi, Sabir Sheikh, Jahanara Khatun, Sahida Khatun, Regina Khatun, Rajia Bibi, Kashmira Bibi, Amina Bibi, for the consideration therein mentioned, sold conveyed and transferred unto and to one Sakina Bibi a portion admeasuring 4 Satak out of the Dag 1367 property absolutely and forever.
- 12.10 The said Ramzan Ali Sheikh, a Mahomedan, died intestate leaving him surviving his wife namely Sahara Sheikh, only son namely Zeshan Sheikh and only daughter Iptisham Khatoon as his only heirs and legal representatives who all upon his death inherited and became entitled to his share out of the Dag 1367 Property absolutley and forever.
- 12.11 By an Indenture of Conveyance dated 13th July 2011 and registered with Additional District Sub-Registrar, Sonarpur in Book No. I, Volume No.19, Pages 4388 to 4402, Being No.

8180 for the year 2011 the said Hanif Sheikh, Sahid Sheikh, Fathema Bibi, Sahana Begum, Sahara Sheikh, Zeeshan Sheikh, Iptisham Khatoon, for the consideration therein mentioned, sold conveyed and transferred unto and to one Rashid Ali Sheikh, a portion admeasuring 2 Satak out of the Dag 1367 Property absolutely and forever.

- 12.12 By an Indenture of Conveyance dated 3rd August 2011 and registered with District Sub-Registrar-IV, South 24 Parganas in Book No. I, Volume No. 20, pages 2431 to 2449, Being No. 6045 for the year 2011 the said Rashid Ali Sheikh, Sakina Sheikh, Jabeda Sheikh, Sirajuddin Sheikh, Asifuddin Sheikh, Mir Rezina, Parvin Laskar, Nasreen Khatun, for the consideration therein mentioned, sold conveyed and transferred unto and to Endorse Builders Private Limited, Welsome Realestate Private Limited, Induct Realestate Private Limited, Arth Devcon Private Limited, Induct Infraproject Private Limited, Safforn Projects Private Limited, Salona Realestates Private Limited and Everlink Builders Private Limited, the Dag 1367 property absolutely and forever.
- 12.13 The names of the Endrose Builders Private Limited, Welsome Realestate Private Limited, Induct Realestate Private Limited, Safforn Projects Private Limited, Salona Realestates Private Limited, Everlink Builders Private Limited, Arth Devcon Private Limited and Induct Infraproject Private Limited are recorded as Raiyats in the Records of Rights published under the said Act of 1955 under L.R. Khatian Nos. 1097, 1096, 1095, 1094, 1093, 1092, 1091 and 1090 respectively in respect of the said Dag 1367 Property.

13. Re : R.S. and L.R. Dag No. 1368 – Total Area in Dag - 0.06 acre, Subject Area – 0.06 acre or 6 Sataks (“Dag 1368 Property”):

- 13.1 One Mazahar Sheikh, a Mahomedan, died intestate leaving him surviving his wife Sundari Bibi, two sons namely Mohammad Anwar Ali Sheikh and Md. Kasem Ali Sheikh and only daughter Salema Bibi as his only heirs and legal representaive who all upon his death inherited and became entitled to the Dag 1368 Property absolutely and forever.
- 13.2 By an Indenture of Conveyance dated 1st December 1961 and registered with the Sub Registrar, Baruipur in Book I Volume No.109 Pages 132 to 134 Being No.9359 for the year 1961 the said Mohammed Anwar Ali Sheikh, for the consideration therein mentioned, sold conveyed and transferred unto and to one Sahabuddin Baidya the portion admeasuring 2.1 Satak more or less out of the Dag 1368 Property absolutely and forever.
- 13.3 By an Indenture of Conveyance dated 13th November 1963 and registered with the Sub Registrar, Sonarpur in Book I Volume No.134 Pages 260 to 267 Being No.11613 for the year 1963 the said Sahabuddin Baidya, for the consideration therein mentioned, sold conveyed and transferred unto and to Sundari Bibi the portion admeasuring 2.1 Satak more or less out of the Dag 1368 Property absolutely and forever.
- 13.4 By a Deed of Gift dated 10th November 1983 and registered with the Sub Registrar, Sonarpur in Book I Volume No. 118 Pages 169 to 173 Being No.5628 for the year 1983 the said Sundari Bibi conveyed and transferred by way of gift unto and to her son the Kashem Ali Sheikh a portion admeasuring 3 Satak more or less out of the Dag 1368 Property absolutely and forever.

- 13.5 By an Indenture of Conveyance dated 3rd August 2011 and registered with the District Sub Registrar IV, South 24 Parganas, in Book I Volume No.20 Pages 2495 to 2508 Being No.06048 for the year 2011 the said Kashem Ali Sheikh and Salema Bibi Mondal, for the consideration therein mentioned, sold conveyed and transferred unto and to Effort Construction Private Limited, Elect Devcon Private Limited, Warp Infraprojects Private Limited, Enable Builders Private Limited, Weighty Devcon Private Limited, Elastic Developers Private Limited, Evershine Procon Private Limited, the Dag 1368 Property absolutely and forever.
- 13.6 The names of Effort Construction Private Limited, Elect Devcon Private Limited, Warp Infraprojects Private Limited, Enable Builders Private Limited, Weighty Devcon Private Limited, Elastic Developers Private Limited, and Evershine Procon Private Limited are recorded as Raiyats in the Records of Rights published under the said Act of 1955 under L.R. Khatian Nos. 1111, 1106, 1107, 1108, 1109, 1110 and 1112 respectively in respect of the said Dag 1368 Property.
- 14. Re : R.S. and L.R. Dag No. 1369 – Total Area in Dag - 0.35 acre, Subject Area – 0.35 acre or 35 Sataks (“Dag 1369 Property”):**
- 14.1 One Nihar Bala Ghosh, a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 12th March 1982 leaving her surviving her husband namely Sudhir Kumar Ghosh, two sons namely Pradyut Ghosh, and Bikash Ghosh and two daughters namely Sulekha Ghosh and Rekha Ghosh as her only heirs and legal representatives who all upon her death inherited and became entitled to the Dag 1369 Property in equal shares absolutely and forever.
- 14.2 The said Sudhir Kumar Ghosh, a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 17th August 1985 leaving him surviving his two said sons namely Pradyut Ghosh and Bikash Ghosh and two daughters namely Sulekha Ghosh and Rekha Ghosh as his only heirs and legal representatives who all four upon his death inherited and became entitled to his share of and in the Dag 1369 Property in equal shares absolutely and forever.
- 14.3 The said Pradyut Kumar Ghosh, Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving him surviving his wife Tara Ghosh and two sons namely Avijit Ghosh and Surojit Ghosh as his only heirs, heriesses and legal representatives who all three upon his death inherited and became entitled to his share of and in the Dag 1369 Property in equal shares absolutely and forever.
- 14.4 By an Indenture of Conveyance dated 3rd August 2011 and registered with the District Sub Registrar IV, South 24 Parganas, in Book I Volume No.20 Pages 2362 to 2374 Being No.06040 for the year 2011 the said Tara Ghosh, Avijit Ghosh and Surojit Ghosh for the consideration therein mentioned sold conveyed and transferred unto and to Weighty Builders Private Limited, Welcome Devcon Private Limited, Isolate Buildcon Private Limited and Wakeful Infra Project Private Limited, a portion admeasuring 8.75 Satak more or less out of the Dag 1369 Property absolutely and forever.

- 14.5 By an Indenture of Conveyance dated 3rd August 2011 and registered with the District Sub Registrar IV, South 24 Parganas, in Book I Volume No.20 Pages 2335 to 2348 Being No.06038 for the year 2011 the said Bikash Ghosh, Sulekha Ghosh and Rekha Ghosh for the consideration therein mentioned sold conveyed and transferred unto and to Invention Infraprojects Private Limited, Isolate Infraprojects Private Limited, Inspire Devcon Private Limited, Wonder Realcon Private Limited, Improve Realcon Private Limited, Intent Buildcon Private Limited, Incredible Devcon Private Limited and Welsome Construction Private Limited a portion admeasuring 26.25 Satak more or less out of Dag 1369 Property absolutely and forever.
- 14.6 By an Indenture of Conveyance dated 13th August 2012 and registered with the District Sub Registrar IV South 24 Parganas, in Book I Volume No.20 Pages 6191 to 6204 Being No.06552 for the year 2012 one Ratna Ghosh and Chaitali Ghosh, claiming to have inherited from Bikash Ghosh upon his death and for the consideration therein mentioned sold conveyed and transferred unto and to the Invention Infraprojects Private Limited, Isolate Infraprojects Private Limited, Inspire Devcon Private Limited, Wonder Realcon Private Limited, Improve Realcon Private Limited, Intent Buildcon Private Limited, Incredible Devcon Private Limited and Welsome Construction Private Limited their portion admeasuring 17.5 Satak more or less out of Dag 1369 Property absolutely and forever.
- 14.7 The names of the Weighty Builders Private Limited Welcom Devcon Private Limited Isolate Buildcon Private Limited, Wakeful Infra Projects Private Limited, Invention Infraprojects Private Limited, Isolate Infraprojects Private Limited, Wonder Realcon Private Limited Inspire Devcon Private Limited, Improve Realcon Private Limited, Intent Buildcon Private Limited, Incredible Devcon Private Limited and Welsome Construction Private Limited are recorded as Raiyats in the Records of Rights published under the said Act of 1955, under L.R. Khatian Nos. 1103, 1102, 1101, 1100, 1088, 1087, 1089, 1086, 1085, 1084, 1083 and 1082 respectively in respect of the Dag 1369 Property.
15. **Re : R.S. and L.R. Dag No. 1370 – Total Area in Dag - 0.36 acre, Subject Area – 0.36 acre or 36 Sataks (“Dag 1370 Property”):**
- 15.1 By an Indenture of Conveyance dated 10th February 1961 and registered with the Sub Registrar, Baruipur in Book I Volume No.23 Pages 106 to 110 Being No.806 for the year 1961, one Surbala Dasi for the consideration therein mentioned sold conveyed and transferred unto and to one Surja Kumar Ghosh a portion admeasuring 18 Satak more or less out of the Dag 1370 Property absolutely and forever.
- 15.2 By an Indenture of Conveyance dated 15th February 1963 and registered with the Sub Registrar, Baruipur in Book I Volume No.25 Pages 194 to 196 Being No.1377 for the year 1963 the said Surja Kumar Ghosh, for the consideration therein mentioned, sold conveyed and transferred unto and to one Jahar Lal Ghosh, the portion admeasuring 18 Satak more or less out of the Dag 1370 property absolutely and forever.
- 15.3 One Haridas Ghosh, a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving him surviving his wife Prasadbala Dasi and only son the said Jahar Lal

Ghosh as his only heirs and legal representatives who both upon his death inherited and became entitled the remaining portion admeasuring 18 Satak more or less out of the Dag 1370 Property in equal shares absolutely and forever.

- 15.4 The said Prasadbala Dasi, a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving her surviving her son the said Jahar Lal Ghosh as her only heir and legal representative who upon her death inherited and became entitled to her share out of the Dag 1370 Property absolutely and forever.
- 15.5 The said Jahar Lal Ghosh, a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 19th May 2005 leaving him surviving his wife Shantilata Ghosh and five sons namely Ashim Kumar Ghosh Tapan Ghosh, Swapan Ghosh, Tarun Ghosh and Sajal Ghosh as his only heirs and legal representatives who all upon his death inherited and became entitled to the Dag 1370 Property in equal shares absolutely and forever.
- 15.6 By an Indenture of Conveyance dated 3rd August 2011 and registered with the District Sub Registrar IV, South 24 Parganas in Book I Volume No. 22, Pages 594 to 613 Being No.6551 for the year 2011 the said Shantilata Ghosh, Ashim Kumar Ghosh, Tapan Ghosh, Swapan Ghosh, Tarun Ghosh and Sajal Ghosh, for the consideration therein mentioned, sold conveyed transferred unto and to Effort Construction Private Limited, Elect Devcon Private Limited, Warp Infraprojects Private Limited, Enable Builders Private Limited, Weighty Devcon Private Limited, Elastic Developers Private Limited and Evershine Procon Private Limited, the Dag 1370 Property absolutely and forever.
- 15.7 The names of the Effort Construction Private Limited, Elect Devcon Private Limited, Warp Infraprojects Private Limited,, Enable Builders Private Limited, Weighty Devcon Private Limited, Elastic Developers Private Limited, and Evershine Procon Private Limited are recorded as Raiyats in the Records of Rights published under the said Act of 1955, under L.R. Khatian Nos. 1111, 1106, 1107, 1108, 1109, 1110 and 1112 in respect of the Dag 1370 Property.

16. Re : R.S. and L.R. Dag No. 1371 – Total Area in Dag - 0.34 acre, Subject Area – 0.34 acre or 34 Sataks (“Dag 1371 Property”):

- 16.1 By an Indenture of Conveyance dated 10th February 1961 and registered with the Sub Registrar, Baruipur in Book I Volume No.23 Pages 106 to 110 Being No.806 for the year 1961 one Surabala Dasi for the consideration therein mentioned sold conveyed and transferred unto and to one Surja Kumar Ghosh a portion admeasuring 17 Satak more or less out of Dag No.1371 Property absolutely and forever.
- 16.2 By an Indenture of Conveyance dated 15th February 1963 and registered with the Sub Registrar, Baruipur in Book I Volume No.25 Pages 194 to 196 Being No.1377 for the year 1963 the said Surja Kumar Ghosh, for the consideration therein mentioned, sold conveyed and transferred unto and to Jahar Lal Ghosh a portion admeasuring 17 Satak more or less out of Dag 1371 property absolutely and forever.
- 16.3 One Haridas Ghosh, a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving him surviving his wife Prasadbala Dasi and only son the said Jahar Lal

Ghosh as his only heirs and legal representatives who both upon his death inherited and became entitled to the remaining portion admeasuring 17 Satak more or less out of Dag 1371 property in equal shares absolutely and forever.

- 16.4 The said Prasadbala Dasi, a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving her surviving her son the said Jahar Lal Ghosh as her only heir and legal representative who upon her death inherited and became entitled to her share of the Dag 1371 Property absolutely and forever.
- 16.5 The said Jahar Lal Ghosh, a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 19th May 2005 leaving him surviving his wife Shantilata Ghosh and five sons namely Ashim Kumar Ghosh, Tapan Ghosh, Swapan Ghosh, Tarun Ghosh and Sajal Ghosh as his only heirs and legal representatives who all upon his death inherited and became entitled to the Dag 1371 Property in equal shares absolutely and forever.
- 16.6 By an Indenture of Conveyance dated 3rd August 2011 and registered with the District Sub Registrar IV, South 24 Parganas in Book I Volume No. 22, Pages 594 to 613 Being No.6551 for the year 2011 the said Shantilata Ghosh, Ashim Kumar Ghosh, Tapan Ghosh, Swapan Ghosh, Tarun Ghosh and Sajal Ghosh, for the consideration therein mentioned, sold conveyed transferred unto and to Effort Construction Private Limited, Elect Devcon Private Limited, Warp Infraprojects Private Limited, Enable Builders Private Limited, Weighty Devcon Private Limited, Elastic Developers Private Limited and Evershine Procon Private Limited the Dag 1371 Property absolutely and forever.
- 16.7 The names of Effort Construction Private Limited, Elect Devcon Private Limited, Warp Infraprojects Private Limited, Enable Builders Private Limited, Weighty Devcon Private Limited, Elastic Developers Private Limited and Evershine Procon Private Limited are recorded as Raiyats in the Records of Rights published under the said Act of 1955 under L.R. Khatian Nos. 1111, 1106, 1107, 1108, 1109, 1110 and 1112 respectively in respect of the said Dag 1371 Property.
17. **Re : R.S. and L.R. Dag No. 1372 – Total Area in Dag - 0.34 acre, Subject Area – 0.34 acre or 34 Sataks (“Dag 1372 Property”):**
 - 17.1 One Mahendra Nath Ghosh and Bhunath Ghosh were the owners of the Dag 1372 Property.
 - 17.2 The said Mahendra Ghosh died, a Hindu, governed by Dayabhaga School of Hindu Law died intestate leaving him surviving his three son namely Kangal Chandra Ghosh, Dulal Ghosh and Sanatan Ghosh as his only heirs and legal representatives who all upon his death inherited and became entitled to his share out of the Dag 1372 Property in equal shares absolutely and forever.
 - 17.3 The said Bhutnath Ghosh died, a Hindu, governed by Dayabhaga School of Hindu Law died intestate leaving him surviving his only son Gopal Chanda Ghosh as his only heir and legal representative who upon his death inherited and became entitled to his entire share out of the Dag 1372 Property absolutely and forever.

- 17.4 By an Indenture of Conveyance dated 21st April 1952 and registered with the Sub Registrar, Baruipur in Book I Volume No.29 Pages 231 to 233 Being No.2550 for the year 1952 the said Kangal Chandra Ghosh, Dulal Chandra Ghosh, Sanatan Ghosh and Gopal Chandra Ghosh, for the consideration therein mentioned, sold conveyed and transferred unto and to one Kabed Ali Dhali and Maniruddin Dhali, the Dag 1372 Property absolutely and forever.
- 17.5 By a Deed of Partition dated 5th August 1967 made between Mohamed Kabed Ali Dhali as First Party of the First Part and Maniraddin Dhali as Second Party of the Second Part and Brihaspati Bibi as Third Party of the Third Part and registered with the Sub Registrar, Baruipur in Book I Volume No.101 Pages 258 to 279 Being No.7935 for the year 1967 several joint parties were partitioned by metes and bounds and the said Maniruddin Dhali was, inter alia, exclusively allotted the Dag 1372 Property exclusively and absolutely and forever.
- 17.6 The said Manruddin Dhali, a Mahomedan, died intestate on leaving him surviving his wife Khatuna Bibi, and only brother Kabad Ali Dhali, and three daughters namely Mumtaz Bibi, Aharjanu Bibi (also known as Ahabanu Bibi), Nurjahan Bibi Sardar as his only heirs and legal representatives who all upon his death inherited and became entitled to the said Dag 1372 Property absolutely and forever.
- 17.7 The said Kabad Ali Dhali, a Mahomedan, died intestate leaving him surviving his two sons namely Ali Mohamed Dhali and Jalal Ahmed Dhali as his only heirs and legal representatives who both upon his death inherited and became entitled his share out of the Dag 1372 Property in equal shares absolutely and forever.
- 17.8 By Deed of Gift dated 2nd April 2008 and registered with the Additional District Sub Registrar, Sonarpur South 24 Parganas in Book I Volume No.6 Pages 4021 to 4052 Being No.2832 for the year 2008 the said Khatuna Bibi conveyed and transferred by way of gift to Mamtaz Bibi, Aharbanu Bibi and Nurjahan Bibi a portion admeasuring 6 Satak more or less out of Dag Property 1372 absolutely and forever.
- 17.9 By an Indenture of Conveyance dated 1st December 2011 and registered with the Additional Registrar of Assurances –I, Kolkata in Book I Volume No. 22 Pages 8598 to 8628 Being No.10424 for the year 2011 the said Mumtaz Bibi (also known as Mamotaj Khatun), Aharbanu Bibi (also known as Aharbanu Hazra), Noorjahan Sardar (also known as Noorjahan Bibi) and Jalal Ahmed Dhali, for the consideration therein mentioned, sold conveyed and transferred unto and to Isolate Procon Private Limited, Index Buidcon Private Limited, Induct Developers Private Limited and Insist Realcon Private Limited a portion admeasuring 30.5 Satak out of the said Dag 1372 Property absolutely and forever.
- 17.10 By an Indenture of Conveyance dated 25th January 2012 and registered with the Additional Registrar of Assurances –I, Kolkata in Book I Volume No.2 Pages 5680 to 5691 Being No.00717 for the year 2012 the said Ali Mohamed Dhali, for the consideration therein mentioned, sold conveyed and transferred unto and to Isolate Procon Private Limited, Index Buildcon Private Limited, Induct Developers Private Limited and Insist Realcon Private Limited a portion admeasuring 2.5 cottah (or 4.14 Satak) more or less out of the Dag 1372 Property absolutely and forever.

17.11 The names of the Isolate Procon Private Limited, Index Buildcon Private Limited, Induct Developers Private Limited and Insist Realcon Private Limited are recorded as Raiyats in the Records of Rights published under the said Act of 1955 under L.R. Khatian Nos. 1129, 1166, 1128, 1163, 1127, 1165, 1130 and 1164 respectively in respect of the said Dag 1372 Property.

18. Re : R.S. and L.R. Dag No. 1385 – Total Area in Dag - 2.49 acre, Subject Area – 1.205 acre or 120.5 Sataks (“Dag 1385 Property”):

18.1 By an Indenture of Conveyance dated 19th June 1996 and Additional District Sub Registrar, Sonarpur in Book I Volume No.64 Pages 112 to 119 Being No.4191 for the year 1996 one Jahar Lal Ghosh, for the consideration therein mentioned, sold conveyed and transferred unto and to one Junaid Khan a portion admeasuring 22 Satak (or 13 Cottah 5 Chittacks 15 Square feet) more or less out of the Dag 1385 Property absolutely and forever.

18.2 By an Indenture of Conveyance dated 19th July 1996 and Additional District Sub Registrar, Sonarpur in Book I Volume No.74 Pages 10 to 16 Being No.4830 for the year 1996 the said Jahar Lal Ghosh, for the consideration therein mentioned, sold conveyed and transferred unto and to the said Junaid Khan a portion admeasuring 22 Satak (or 13 Cottah 5 Chittacks 15 Square feet) more or less out of the said Dag 1385 Property absolutely and forever.

18.3 By an Indenture of Conveyance dated 19th June 1998 and registered with the Additional Registrar of Assurances-I, Kolkata in Book I Volume No. 18 Pages 161 to 172 Being No.2335 for the year 1998 as rectified by Deed of Rectification dated 18th September 1998 and registered with the said Office and in Book I Volume No.13 Pages 253 to 256 Being No.2451 for the year 1998, the said Junaid Khan, for the consideration therein mentioned, sold conveyed and transfer unto and to one JTC Leather Private Limited the portion admeasuring 44 Satak out of the Dag 1835 Property absolutely and forever.

18.4 By an Indenture of Conveyance dated 1st November 2011 and registered with the District Sub Registrar IV South 24 Parganas, in Book I Volume No.26 Pages 3967 to 3982 Being No.7968 for the year 2011, the said JTC Leather Private Limited for the consideration therein mentioned sold conveyed and transferred unto and to Identical Builders Private Limited, Eminent Devcon Private Limited, Immortal Builders Private Limited, Wise Developers Private Limited, Elfin Buildcon Private Limited, Impiety Devcon Private Limited, Invention Developers Private Limited, Wily Developers Private Limited and Immence Developers Private Limited the portion admeasuring 44 Satak more or less out of the Dag 1385 Property absolutely and forever.

18.5 Prasadbala Dasi, a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving her surviving her son the said Jahar Lal Ghosh as her only heirs and legal representatives who upon her death inherited and became entitled to her portion admeasuring 31 Satak out of the Dag 1385 Property absolutely.

18.6 The said Jahar Lal Ghosh owned a total of 93 Satak in the said Dag No. 1385 out of which he sold 44 Sataks as dealt with above and remained the owner of 49 Sataks. Upon

inheritance from Prasadbala Dasi the said Jahar Lal Ghosh became the owner of 80 Sataks out of the said Dag No. 1385.

- 18.7 The said Jahar Lal Ghosh, a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 19th May 2005 leaving him surviving his wife Shantilata Ghosh and six sons namely Ashim Kumar Ghosh, Tapan Ghosh, Swapan Ghosh, Tarun Ghosh and Sajal Ghosh as his only heirs and legal representatives who all five upon his death inherited and became entitled to his 90 Sataks more or less out of the said Dag No. 1385 in equal shares absolutely and forever.
- 18.8 By two Indentures of Conveyance one dated 21 September 2011 and registered in Book I Volume No. 25 Pages 5038 to 5055 Being No.7781 for the year 2011 and the other dated 23rd September 2011 and registered in Book I Volume No.24 Pages 5159 to 5178 Being No.7457 for the year 2011 and both registered with the District Sub Registrar IV, South 24 Parganas, the said Santilata Ghosh, Ashim Kumar Ghosh, Swapan Ghosh, Tarun Ghosh, Sajal Ghosh and Tapan Ghosh, for the consideration therein mentioned, sold conveyed and transferred unto and to Endorse Realcon Private Limited, Effort Devcon Private Limited, Intent Devcon Private Limited, Woodland Realestate Private Limited, Earthy Dealcom Private Limited, Embark Procon Private Limited, Index Construction Private Limited, Imperial Procon Private Limited and Welsome Developers Private Limited a portion measuring 76.5 Sataks out of the Dag 1385 Property absolutely and forever.
- 18.9 The names of the Identical Builders Private Limited, Eminent Devcon Private Limited, Immortal Builders Private Limited, Wise Developers Private Limited, Elfin Buildcon Private Limited, Impiety Devcon Private Limited, Invention Developers Private Limited, Wily Developers Private Limited, Immence Developers Private Limited, Endorse Realcon Private Limited, Effort Devcon Private Limited, Intent Devcon Private Limited, Woodland Realestate Private Limited, Earthy Dealcom Private Limited, Embark Procon Private Limited, Index Construction Private Limited, Imperial Procon Private Limited and Welsome Developers Private Limited are recorded as Raiyats in the Records of Rights published under the said Act of 1955, under L.R. Khatian Nos. 1116/1, 1117/1, 1118/1, 1119/1, 1120/1, 1121/1, 1122/1, 1123, 1124, 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1122 and 1121 respectively in respect of the said Dag 1385 Property (with a recorded area of 122 Sataks) absolutely and forever.
- 19. Re : R.S. and L.R. Dag No. 1386 – Total Area in Dag – 0.14 acre, Subject Area – 0.11 acre or 11 Sataks (“Dag 1386 Property”):**
- 19.1 By an Indenture of Conveyance dated 13th October 1958 and registered with the Sub Registrar, Baruipur in Book I Volume No.83 Pages 199 to 207 Being No.8032 for the year 1958 one Shantilata Ghosh, for the consideration therein mentioned, sold conveyed and transferred unto and to one Khotejan Bibi a portion measuring 3 Satak out of the said Dag No.1386 absolutely and forever.
- 19.2 After the sale as aforesaid, one Prasadbala Dasi, Jahar Lal Ghosh and the said Shantilata Ghosh jointly owned the Dag1386 Property.

- 19.3 The said Prasadbala Ghosh, a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving her surviving her son the said Jahar Lal Ghosh as her only heir and legal representative who upon her death inherited and became entitled to her share out of the said Dag No. 1386 absolutely and forever.
- 19.4 The said Jahar Lal Ghosh, a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 19th May 2005 leaving him surviving his wife Shantilata Ghosh and five sons namely Ashim Kumar Ghosh, Tapan Ghosh, Swapan Ghosh, Tarun Ghosh and Sajal Ghosh as his only heirs and legal representatives who all upon his death inherited and became entitled to his share out of the said Dag No. 1386 Property absolutely and forever.
- 19.5 By an Indenture of Conveyance dated 23rd September 2011 and registered with the District Sub Registrar IV, South 24 Parganas, in Book I Volume No.24 Pages 5179 to 5197 Being No.07458 for the year 2011 the said Santilata Ghosh, Ashim Kumar Ghosh, Swapan Ghosh, Tarun Ghosh, Sajal Ghosh and Tapan Kumar Ghosh for the consideration therein mentioned sold conveyed and transferred unto and to Endorse Realcon Private Limited, Effort Devcon Private Limited, Intent Devcon Private Limited, Woodland Realestate Private Limited, Earthy Dealcom Private Limited, Embark Procon Private Limited, Index Construction Private Limited, Imperial Procon Private Limited and Welsome Developers Private Limited, the Dag 1386 Property absolutely and forever.
- 19.6 The names of the Endorse Realcon Private Limited, Effort Devcon Private Limited, Intent Devcon Private Limited, Woodland Realestate Private Limited, Earthy Dealcom Private Limited, Embark Procon Private Limited, Index Construction Private Limited, Imperial Procon Private Limited and Welsome Developers Private Limited are recorded as Raiyats in the Records of Rights published under the said Act of 1955 under L.R. Khatian Nos. 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1222 and 1121 respectively in respect of the Dag 1386 Property.
- 20. Re : R.S. and L.R. Dag No. 1385/1712 – Total Area in Dag – 0.21 acre, Subject Area – 0.21acre or 21 Sataks (“Dag 1385/1712 Property”):**
- 20.1 By an Indenture of Conveyance dated 12th August 1996 and registered with the Additional District Sub Registrar, Sonarpur in Book I Volume No.55 Pages 84 to 90 Being No.5534 for the year 1996 one Jahar Lal Ghosh, for the consideration therein mentioned, sold conveyed and transferred unto and to one Shahzaad Khan the Dag 1385/1712 Property absolutely and forever.
- 20.2 By an Indenture of Conveyance dated 24th October 2011 and registered with the District Sub Registrar -IV South 24 Parganas, in Book I Volume No. 26 Pages 2515 to 2528 Being No.7893 for the year 2011 the said Shahzaad Khan, for the consideration therein mentioned, sold conveyed and transferred unto and to Identical Builder Private Limited, Immortal Builders Private Limited, Eminent Devcon Private Limited, Wise Developers Private Limited, Elfin Buildcon Private Limited, Impiety Devcon Private Limited, Invention Developers Private Limited, Wily Developers Private Limited and Immence Developers Private Limited the Dag 1385/1712 Property absolutely and forever.

- 20.3 The names of the Identical Builder Private Limited, Immortal Builders Private Limited, Eminent Devcon Private Limited, Wise Developers Private Limited, Elfin Buildcon Private Limited, Impiety Devcon Private Limited, Invention Developers Private Limited, Wily Developers Private Limited and Immence Developers Private Limited are recorded as Raiyats in the Records of Rights published under the said Act of 1955, under L.R. Khatian Nos. 1116/1, 1118/1, 1117/1, 1119/1, 1120/1, 1121/1, 1122/1, 1123 and 1124 respectively in respect of the Dag 1385/1712 Property.
- 21. Re : R.S. and L.R. Dag No. 1435/1718 – Total Area in Dag – 0.17 acre, Subject Area – 0.17 acre or 17 Sataks (“Dag 1435/1718 Property”):**
- 21.1 One Md. Abdul Aahad Mistri was seized and possessed of and or otherwise well and sufficiently entitled to Dag 1435/1718 Property.
- 21.2 By an Indenture of Exchange dated 26th March 1991 and registered with the Additional District Sub Registrar, Sonarpur in Book I Volume No.19 Pages 113 to 117 Being No.1956 for the year 1991 made between the said Jahar Lal Ghosh as First Party of the First Part and the said Md. Abdul Aahad Mistry (also known as Md. Abdul Ohaheed) as Second Party of the Second Part the said Jahar Lal Ghosh was in exchange of his property, conveyed the Dag 1435/1718 Property absolutely and forever.
- 21.3 By an Indenture of Conveyance dated 1st August 2003 and registered with the Additional District Sub Registrar, Sonarpur in Book I Volume No.29 Pages 4774 to 4799 Being No.10441 for the year 2009 the said Jahar Lal Ghosh, for the consideration therein mentioned, sold conveyed and transferred unto and to one Jaweed Khan the Dag 1435/1718 absolutely and forever.
- 21.4 By an Indenture of Conveyance dated 24th October 2011 and registered with the District Sub Registrar IV, South 24 Parganas, in Book I Volume No. 26 Pages 2499 to 2514 Being No.7892 for the year 2011 the said Jaweed Khan, for the consideration therein mentioned, sold conveyed and transferred unto and to Identical Builders Private Limited, Eminent Devcon Private Limited, Immortal Builders Private Limited, Wise Developers Private Limited, Elfin Buildcon Private Limited, Impiety Devcon Private Limited, Invention Developers Private Limited, Wily Developers Private Limited and Immence Developers Private Limited the Dag 1435/1718 Property absolutely and forever.
- 21.5 The names of the Identical Builder Private Limited, Immortal Builders Private Limited, Eminent Devcon Private Limited, Wise Developers Private Limited, Elfin Buildcon Private Limited, Impiety Devcon Private Limited, Invention Developers Private Limited, Wily Developers Private Limited and Immence Developers Private Limited are recorded as Raiyats in the Records of Rights published under the said Act of 1955 under L.R. Khatian Nos. 1116/1, 1117/1, 1118/1, 1119/1, 1120/1, 1121/1, 1122/1, 1123 and 1124 respectively in respect of the Dag 1435/1718 Property.
22. By the Development Agreement the Vendors, inter alia, did thereby grant to the Promoter the exclusive right to develop the Said Land by constructing the Buildings at the Whole Complex or any part thereof for mutual benefits and for the consideration and on the terms and conditions therein contained. Under and in terms, of the Development Agreement, it was, inter alia, agreed between the Vendors and the Promoter as follows:-

- i. The Said Land shall be developed in one or multiple phases at the discretion of the Promoter.
 - ii. The consideration receivable from sale of the Units & the Row Houses and other transferable areas shall belong to the Vendors and the Promoter in the ratio as agreed under the Development Agreement and the entire Other Charges and Deposits shall exclusively belong to the Promoter;
 - iii. All consideration and Other Charges and Deposits and other amounts shall be payable by the intending buyers to the Promoter, whose acknowledgement and receipt of the same shall bind the Promoter as well as the Vendors and the Promoter shall separately pay to the Vendors the share of the Vendors in the same.
 - iv. The Vendors would join in as party to the agreements for sale that may be entered into by the Promoter for sale of any Unit or other saleable area/transferable area and also upon construction and completion of the Buildings at the Whole Complex / Project to complete the sale and transfer of the said share in the Said Land and all and whatever their share, right, title and interest in the such Units including Row Houses.
23. The plans for construction of multistoried Buildings & Row Houses at the Whole Complex has been sanctioned by the Sonapur Panchayat Samity South 24 Parganas vide Memo No. 928/SNS dated 21st December, 2017 and modified on 10.06.2024 vide Memo No. XXXXXX

SCHEDULE-A-2

DEFINITIONS:

1. **DEFINITIONS:** Unless, in this Deed, there be something contrary or repugnant to the subject or context:
 - (i) **"this Deed"** shall mean this Deed and Schedules all read together.
 - (ii) **"Co-owners"** shall mean (a) all the Purchasers of Units in the Project excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Vendors/Promoter, shall mean the Vendors and/or Promoter respectively;
 - (iii) **Gender:** words importing masculine gender shall according to the context mean and construe any other gender and vice versa.
 - (iv) **Number:** words importing singular number shall according to the context mean and construe the plural number and vice versa

SCHEDULE'B'

UNIT, PARKING ETC.

{in case of transfer of apartment :

1. ***ALL THAT*** the residential flat being Unit No.____ containing a carpet area of ____Square feet more or less alongwith balcony with a carpet area of __Square feet more or less and a total built-up area of Unit (including Balcony) of __Square feet more or less on the ____ floor of the Block __ of the Project at the Project Land.
2. ***ALL THAT*** the right to park __ medium sized motor car at such _____ place in the ground floor of any one of the Buildings at the Project Land as be expressly specified by the Promoter at or before delivery of possession of the Unit.}

{in case of transfer of row house unit:

1. ***ALL THAT*** the house building having a ground floor, first floor, second floor and part constructed third floor with roof containing a total aggregate carpet area of ____Square feet more or less (as per table below) and a total built-up area (including Balcony) of ***XXXX*** Square feet more or less (as per table below) on a demarcated portion of the Project at the said Land.

<i>Floor</i>	<i>Carpet Area of residential space</i>	<i>Carpet area of balcony, staircase, lobby, landing</i>	<i>Total carpet area</i>	<i>Total Built-up area</i>
<i>Ground</i>				
<i>First</i>				
<i>Second</i>				
<i>Roof</i>				

1a. DESIGNATED PLOT: *ALL THAT the piece or parcel of land containing an area of XXXX Square feet at a demarcated portion of the Project Land and containing within it the Row House, Parking Space and surrounding spaces.*

2. PARKING: *ALL THAT the space for parking _____ medium sized motor car/s at such partly covered partly open parking space in the ground level of the Designated Plot.}*

SCHEDULE-C –EASEMENTS:

(Easements Granted to the Purchaser)

- A. The Purchaser shall be entitled to the easements, quasi-easements appendages and appurtenances belonging or appertaining to the Designated Unit which are hereinafter specified Excepting and Reserving unto the Promoter and the Vendors and other persons deriving right, title and/or permission from the Promoter and the Vendors, the rights, easement, quasi easement, privileges and appurtenances hereinafter more particularly set forth in the Clause B below:
- a. The right of access and use of the Common Areas in common with the Vendors, the Promoter and/or the other Co-owners and the Maintenance In-charge for normal purposes connected with the use of the Designated Unit.
 - b. The right of protection of the Designated Unit by and from all other parts of the Building so far as they now protect the same.
 - c. The right of flow in common as aforesaid of electricity water sewerage drainage and other common utilities from and/or to the Designated Unit through wires and conduits lying or being in under or over the other parts of the Building and/or the Project so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the Designated Unit.
 - d. The right of the Purchaser with or without workmen and necessary materials to enter from time to time upon the other parts of the Building for the purpose of rebuilding, repairing, replacing or cleaning, so far as may be necessary, such pipes, drains, sewers, wires and conduits belonging to or serving the Designated Unit and other Apartments and portions of the Building and also for the purpose of repairing the Designated Unit insofar as such repairing 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 the Purchaser's intention so to enter to the Maintenance In-charge and the Co-owner affected thereby.
 - e. All the above easements are subject to and conditional upon the Purchaser paying and depositing the maintenance charges, municipal rates and taxes, common expenses, electricity charges or any other amount or outgoing payable by the Purchaser under these presents within due dates and observing and performing the

covenants terms and conditions on the part of the Purchaser to be observed and performed hereunder.

- B The under-mentioned rights easements quasi-easements and privileges appertaining to the Project shall be excepted and reserved for the Vendors, the Promoter and other persons deriving right, title and/or permission in respect thereof from them:
- a. The right of access and use of the Common Areas in common with the Purchaser and/or other person or persons entitled to the other part or parts or share or shares of the Project.
 - b. The right of flow in common with the Purchaser and other person or persons as aforesaid of electricity water waste or soil from and/or to any part (other than the Designated Unit) of the other part or parts of the Building and/or the Project through pipes drains wires conduits lying or being in under through or over the Designated Unit as far as may be reasonably necessary for the beneficial use occupation and enjoyment of other part or parts of the Project.
 - c. The right of protection of other part or parts of the Building by all parts of the Designated Unit as the same can or does normally protect.
 - d. The right as might otherwise become vested in the Purchaser by means of any of the structural alterations or otherwise in any manner to lessen or diminish the normal enjoyment by other part or parts of the Project.
 - e. The right with or without workmen and necessary materials to enter from time to time upon the Designated Unit for the purpose of laying down, testing, rebuilding, repairing, reinstating, replacing, cleaning, lighting and keeping in order and good condition so far as may be necessary, such sewers, pipes, drains, wires, cables, water courses, gutters, conduits, structures and other conveniences belonging to or serving or used for the Building and/or the Project and also for the purpose rebuilding or repairing any part or parts of the Building (including any Common Areas) and similar purposes and also other common purposes, insofar as such activities cannot be reasonably carried out without such entry provided always that the Promoter or the Maintenance In-charge and other Co-owners of other part or parts of the Project shall excepting in emergent situation give to the Purchaser a prior forty-eight hours written notice of its or their intention for such entry as aforesaid.

SCHEDULE 'D'

PART-I

(Only for the co-owners of the Building)

A. COMMON AREAS & INSTALLATIONS AT ANY BUILDING:

1. Staircases, landings and passage and stair-cover on the ultimate roof.
2. Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the two lifts of the Building.
3. Two Lift, with machineries accessories and equipments (including the lift machine room) and lift well for installing the same in the Building.
4. Electrical installations with main switch and meter and space required therefor.
5. Over head water tanks with water distribution pipes from such Overhead water tank connecting to the different Units of the Building.
6. Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Building.
7. Portion of Roof as may be identified by the Promoter as Common Roof of the Building subject to the exceptions and reservations contained herein
8. Toilets, if any in the ground floor of the Building.
9. Fire Detection & Protection System, Fire Refuge Platform and Fire Staircase as per WBFES recommendation.
10. Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of the Building

PART-II

B. COMMON AREAS AT THE PROJECT:

- 1 Driveways and paths and passages at the Project Land except those reserved by the Promoter for exclusive use of the Purchasers Row Houses
- 2 Transformer, Sub-station and Electrical installations and the accessories and wirings in respect of the Project and the space required therefore, if installed.
- 3 CCTV at ground floor level with central security surveillance and at any other place, if so provided by the Promoter.
- 4 Initial Intercom connectivity within intra flats, and security kiosks.
- 5 Underground water reservoir
- 6 Water supply or Deep tube well for water supply with water distribution pipes at the Project.
- 7 Water waste and sewerage evacuation pipes and drains from the Project to the Sonarpur Panchayat Samity/municipal drains.

- 8 DG Set, its panels, accessories and wirings and space for installation of the same.
- 9 Underground water reservoir for Fire and other common fire safety system as per the WBFES rules and norms.
- 10 Landscape Garden
- 11 Solar PV Plant at Roof.
- 12 Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of the Project.
- 13 Such other common parts, areas and portions on or about the Project Land and for the Project as a whole as may be provided by the Promoter (except the open and covered parking areas).

PART -III

C. AMENITIES, FACILITIES WHICH ARE PART OF FIRST PHASE AND THE PROJECT AND SHALL BE IN COMMON USE BY OWNERS AND OCCUPIERS THEREOF:

1. Driveways and paths and passages at the Project Land except those reserved by the Promoter for exclusive use of the Purchasers Row Houses
- 2 Transformer, Sub-station and Electrical installations and the accessories and wirings in respect of the Project and the space required therefore, if installed.
- 3 CCTV at ground floor level with central security surveillance and at any other place, if so provided by the Promoter.
- 4 Initial Intercom connectivity within intra flats, and security kiosks.
- 5 Underground water reservoir
- 6 Water supply or Deep tube well for water supply with water distribution pipes at the Project.
- 7 Water waste and sewerage evacuation pipes and drains from the Project to the Sonarpur Panchayat Samity/municipal drains.
- 8 DG Set, its panels, accessories and wirings and space for installation of the same.
- 9 Underground water reservoir for Fire and other common fire safety system as per the WBFES rules and norms.
- 10 Landscape Garden
- 11 STP
- 12 WTP
- 13 Gate Goomty
- 14 Club Facility in terms of Part-IV hereto.

- 15 Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of the Project.
- 16 Such other common parts, areas and portions on or about the Project Land and for the Project as a whole as may be provided by the Promoter (except the open and covered parking areas).

PART-IV

CLUB FACILITY

1. The Promoter has erected, installed and/or made available in the First Phase and in the Project, certain facilities with initial infrastructure and equipment and installation as provided by the Promoter as hereinafter mentioned (hereinafter referred to as “the **Club Facility**” which expression shall include any modifications or alterations of all or any such facility) at portions of the First Phase and the Project constituting:

- 1.1 At the First Phase:

Banquet Hall	Community Hall with attached Lawn at Podium Level
Swimming Pool	Outdoor Swimming Pool with kids pool with Deck.
Gymnasium	Gymnasium with modern equipments
Toddlers Room	Indoor toddlers room
AV room	Air-conditioned AV room
Guest Room	Air-conditioned guest room
Barbeque area	Barbeque area at Podium Level
Half basketball court	Half Basketball court at Podium Level
Badminton court	Badminton court at the podium level
Coffee shop cum library	Coffee shop cum library at Podium Level
Kids’ play Area	Outdoor kids play area at both Podium and ground level.
Indoor games room	indoor games room

- 1.2 At the Project:

- i. Landscaped Garden
- ii. Lake with Fishing deck
- iii. Picnic Zone
- iv. Adda Zone
- v. Outdoor Children’s play area
- vi. Jogging track
- vii. Senior citizen Area.

It is clarified that the Common Areas and Installations shall not include the parking spaces, exclusive terraces (if any) at different floor levels attached to any particular Designated Unit(s) exclusive greens / gardens (if any) attached to any particular Designated Unit(s) and other open and covered spaces at the Project/Whole Complex and the Buildings which the Promoter / Vendors may from time to time express or intend not to be so included in the Common Areas and Installations and the Promoter / Vendors shall be entitled to deal with and/or dispose of the same in its absolute discretion, to which the Purchaser hereby consents.

SCHEDULE E

Common Expenses shall include the following (“Common Expenses”):

1. **MAINTENANCE:** All costs and expenses of maintaining, repairing, redecorating, renovating, replacing, renewing, cleaning, lighting, upkeep etc. of the main structure including the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas of the Said Building, lifts, generators, intercom, CCTV, water pump with motors, the Parking Spaces (except for replacement of the Multi level Mechanical Parking System) and all adjoining side spaces and all related, gutters and water pipes for all purposes, equipments and accessories, machinery, tools and tackles, Club related equipment's etc., drains and electric cables and wires in under or upon the Said Building and/or the Project and/or the Club and related facilities and/or enjoyed or used by the Purchaser in common with other occupiers or serving more than one Unit/ and other saleable space/transferable area in the Building and at the Project, main entrance, landings and staircase of the Building enjoyed or used by the Purchaser in common as aforesaid and the boundary walls of the Project, compounds etc. The costs of cleaning and lighting the Common Areas, the main entrance, passages, driveways, landings, staircases and other part of the Said Building and/or the Project so enjoyed or used by the Purchaser in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL:** All costs, charges and expenses for running and operating all machines equipments and installations comprised in the Common Areas (including lifts, generators, intercom, water pump with motor, Club related equipment's, electricity, light fittings etc and also the costs of repairing, renovating and replacing the same and also the Parking Spaces.
3. **STAFF:** The salaries of and all other expenses including their bonus and other emoluments and benefits of the staffs/personnel to be employed for the common purposes {including (i) staffs for Site Property Management, (ii) staffs for Outsourced Specialist (House Keeping), (iii) staffs for Electrician/MST (Technical Staff), (iv) Plumber (Technical Staff) and (v) staffs for Security Services (Security Supervisor)}. The staff specifications are provisional and subject to change as per requirement as decided by the Promoter and/or Maintenance-In Charge.
4. **ASSOCIATION:** Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.

5. **TAXES & STATUTORY APPROVALS AND CLEARANCES:** Taxes of Sonarpur Gram Panchayat, Sonarpur Panchayat Samity, Zilla Parishad and other rates, taxes and levies and all other outgoings in respect of the Project (save those assessed separately in respect of any unit). All fees, costs, taxes, charges and expenses for Government, Statutory and other approvals, licenses and clearances towards obtaining any recurring approvals including renewals required from various authorities and persons post the Liability Commencement Date.
6. **AMC & INSURANCE:** Annual Maintenance Contracts, Insurance premium for insurance, if so done, of the Project (except units) and/or any Common Areas and also the Parking Spaces or any part thereof against normal degeneration or damages and/or force majeure events including earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
9. **PARKING SPACES:** All fees, taxes, costs, charges and expenses for operating cleaning, painting, managing maintaining, up-keeping, repair, replacement renovation, overhaul, in respect of the Parking Spaces (except replacement of Multi level Mechanical Parking System) and also on deployment of personnel and agency for its operation, security, protection and other purposes etc.
10. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Vendors, the Promoter, the Association for the common purposes

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Deed at Kolkata in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

VENDORS:

Signature _____

Name: _____

Address: _____

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

Signature _____

Name _____

Address _____

**SIGNED AND DELIVERED BY THE WITHIN NAMED:
PURCHASER: (including joint buyers)**

Signature _____

Name: _____

Address: _____

Signature _____

Name: _____

Address: _____

At _____ on _____ in the presence of:

WITNESSES:

Signature _____

Name _____

Address _____

Signature _____

Name _____

Address _____

RECEIPT AND MEMO OF CONSIDERATION:

RECEIVED by the Promoter from the within named Purchaser the within mentioned sum of Rs. _____ /- (Rupees _____) only being the consideration in full payable under these presents by Cheques/Demand Draft/RTGS/NEFT and other instruments as per Memo written herein below which includes a sum of Rs. _____/- being the entitlement of the Vendors received by it from time to time from the Promoter as pure reimbursement:

MEMO OF CONSIDERATION

Sl. No.	<i>By or out of Demand Draft/Cheque/R TGS/NEFT Number</i>	<i>Date</i>	<i>Bank and Branch</i>	<i>Amount (in Rs. P.)</i>
1.				
2.				
3.				
4.				
5.				
6.				
7.				
			TOTAL	<u>Rs. _____/-</u>

(Rupees _____) only

(VENDORS)

(PROMOTER)

WITNESSES:

DATED THIS DAY OF 20

BETWEEN

EVERLINK BUILDERS PRIVATE LIMITED & ORS.

... VENDORS

AND

SALARPURIA SIGNUM COMPLEX LLP

... PROMOTER

AND

... PURCHASER

INDENTURE

(Unit No. in Tower___)

DSP LAW ASSOCIATES

Advocates

4D, NICCO HOUSE

1B & 2, HARE STREET

KOLKATA - 700001.