

DEED OF CONVEYANCE

This Deed of Conveyance (“**Deed**”) is executed on this ___ day of _____, 2023

BY AND BETWEEN

- 1.1.1 **DEEPESH SHOPPERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 60-A, Chowringhee Road, Kolkata 700 020;
- 1.1.2 **JAGSAK REALTORS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 60-A, Chowringhee Road, Kolkata 700 020;
- 1.1.3 **DEBAJAM REALTY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 60-A, Chowringhee Road, Kolkata 700 020;
- 1.1.4 **ARUNABH CONCLAVE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 60-A, Chowringhee Road, Kolkata 700 020;
- 1.1.5 **ANGARIK DEVELOPERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 60-A, Chowringhee Road, Kolkata 700 020;
- 1.1.6 **LENTILS DEALCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 60-A, Chowringhee Road, Kolkata 700 020;
- 1.1.7 **SHALLOT TRADECOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 5A, Robinson Street, Kolkata – 700 017;
- 1.1.8 **SALSIFY COMMERCE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 5A, Robinson Street, Kolkata – 700 017;

- 1.1.9 **SALSIFY VYAPAAR PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 5A, Robinson Street, Kolkata – 700 017;
- 1.1.10 **SALSIFY VINCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 5A, Robinson Street, Kolkata – 700 017;
- 1.1.11 **NAVYBEANS DEALCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 5A, Robinson Street, Kolkata – 700 017;
- 1.1.12 **NETTLES VINTRADE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 5A, Robinson Street, Kolkata – 700 017;
- 1.1.13 **NETTLES DEALTRADE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 5A, Robinson Street, Kolkata – 700 017;
- 1.1.14 **ENDIVE VYAPAAR PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 5A, Robinson Street, Kolkata – 700 017;
- 1.1.15 **NERINE VINIMAY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 60-A, Chowringhee Road, Kolkata 700 020;
- 1.1.16 **ENDIVE TRADERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 3A, Madam Cama (Auckland) Place, 10th Floor, Suite no. 10B, Kolkata-700017;
- 1.1.17 **NERINE VYAPAR PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 3A, Auckland Place, 10th Floor, Suite no. 10B, Kolkata-700017;

- 1.1.18 **ENDIVE VINCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 3A, Madam Cama (Auckland) Place, 10th Floor, Suite no. 10B, Kolkata-700017;
- 1.1.19 **NAVY BEANS COMMERCE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 3A, Madam Cama (Auckland) Place, 10th Floor, Suite no. 10B, Kolkata-700017;
- 1.1.20 **NAVY BEANS DEALTRADE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 3A, Madam Cama (Auckland) Place, 10th Floor, Suite no. 10B, Kolkata-700017;
- 1.1.21 **LENTILS TIE-UP PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 3A, Madam Cama (Auckland) Place, 10th Floor, Suite no. 10B, Kolkata-700017;
- 1.1.22 **NERINE VINCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 3A, Madam Cama (Auckland) Place, 10th Floor, Suite no. 10B, Kolkata-700017;
- 1.1.23 **ENDIVE DEALCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 5A, Robinson Street, Kolkata – 700 017;
- 1.1.24 **LENTILS TRADECOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 60-A, Chowringhee Road, Kolkata 700 020;
- 1.1.25 **LENTILS VINIMAY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 60-A, Chowringhee Road, Kolkata 700 020;
- 1.1.26 **ENDIVE VINIMAY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 60-A, Chowringhee Road, Kolkata 700 020;

- 1.1.27 **NAVY BEANS TRADERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 60-A, Chowringhee Road, Kolkata 700 020;
- 1.1.28 **FRISEE TRADECOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 60-A, Chowringhee Road, Kolkata 700 020;
- 1.1.29 **ANTRAY CONCLAVE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 10/1/2, Syed Sally Lane, Ground Floor, Kolkata 700 073;
- 1.1.30 **ANTRAY REALESTATE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 10/1/2, Syed Sally Lane, Ground Floor, Kolkata 700 073;
- 1.1.31 **ANTRAY VINCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 10/1/2, Syed Sally Lane, Ground Floor, Kolkata 700 073;
- 1.1.32 **ARUNABH DEVELOPERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 10/1/2, Syed Sally Lane, Ground Floor, Kolkata 700 073;
- 1.1.33 **ASHTEK CONSTRUCTION PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 10/1/2, Syed Sally Lane, Ground Floor, Kolkata 700 073;
- 1.1.34 **ASHTEK INFRANIRMAN PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 10/1/2, Syed Sally Lane, Ground Floor, Kolkata 700 073;
- 1.1.35 **DEBAJAM CONSTRUCTION PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 10/1/2, Syed Sally Lane, Ground Floor, Kolkata 700 073;

- 1.1.36 **DEBAJAM DEALCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.37 **GANADHI VINTRADE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.38 **JAGSAK CONCLAVE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.39 **JAGSAK DEVELOPERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.40 **JAGSAK REALTY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.41 **DEBAJAM VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.42 **DEBAJAM VINCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.43 **JAGSAK VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.44 **JAGSAK VINCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;

- 1.1.45 **KALASHDHA CONCLAVE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.46 **KALASHDHA CONSTRUCTION PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.47 **KALASHDHA DEVELOPERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.48 **KALASHDHA DEALCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.49 **KALASHDHA VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.50 **KALASHDHA VINCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.51 **KALASHDHA VINTRADE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.52 **RAJNANDITA CONCLAVE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.53 **RAJNANDITA CONSTRUCTION PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;

- 1.1.54 **RANCHHOR VINTRADE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.55 **RITUDHAR CONCLAVE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.56 **RITUDHAR VINTRADE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.57 **SWAPNO VINTRADE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.58 **PUSHAPDHAM MERCHANTS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.59 **PUSHAPDHAM VYAPAAR PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.60 **PUSHAPDHAM DISTRIBUTORS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.61 **PUSHAPDHAM ENTERPRISES PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.62 **BAHUMULYA TRADING PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;

- 1.1.63 **BAHUMULYA VYAPAAR PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.64 **BAHUMULYA MERCHANTS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.65 **BAHUMULYA DISTRIBUTORS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.66 **PUSHAPDHAM DEALERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.67 **SHIVKRIPA NIRMAAN PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.68 **SHIVPARIWAR HEIGHTS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.69 **SHIVRASHI RESIDENCY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.70 **SHIVMANI INFRATECH PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.71 **REACHSMART REALTORS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 7, Swallow Lane, Kolkata-700001;

- 1.1.72 **GOLDENSIGHT NIRMAN PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 7, Swallow Lane, Kolkata-700001;
- 1.1.73 **HEADFIRST NIRMAN PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 7, Swallow Lane, Kolkata-700001;
- 1.1.74 **UNNATI BUILDERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 3A, Madam Cama (Auckland) Place, 10th Floor, Suite no. 10B, Kolkata-700017;
- 1.1.75 **UNNATI HIGHRISE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 3A, Madam Cama (Auckland) Place, 10th Floor, Suite no. 10B, Kolkata-700017;
- 1.1.76 **YASODA ENCLAVE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 3A, Madam Cama (Auckland) Place, 10th Floor, Suite no. 10B, Kolkata-700017; All represented by their Constituted Attorney, **ARISTO INFRA DEVELOPERS LLP**, a limited liability partnership firm, having its office at 3A, Madam Cama (Auckland) Place, 10th Floor, Kolkata-700017, **pursuant to the Power of Attorney dated 17th April, 2015, registered in the Office of the Additional Registrar of Assurance-III, Kolkata, in Book No. IV, CD Volume No.6, at Pages 2307 to 2357, Being No.02356 for the year 2015** hereinafter collectively referred to as '**the Owners**' (which term or expression shall, unless excluded by or repugnant to the subject or context or meaning thereof, mean and include successor or successors in interest and permitted assigns), represented by its **Authorised Signatory**, **AJAY JHUNJHUNWALA**, son of Champalal Jhunjhunwala, having **PAN No. AHSPJ2048J AND AADHAAR NO.434578794827**, working for gain at 3A, Auckland Place, 10th Floor, P.O. Circus Avenue, P.S. Shakespeare Sarani, Kolkata – 700 017, of the **FIRST PART**;

AND

ARISTO INFRA DEVELOPERS LLP, a Limited Liability Partnership, incorporated under the Limited Liability Partnership Act, 2008 **PAN ABBFA5131E**, having its office at 3A, Auckland Place, 10th Floor, Suite no. 10B, P.S. Shakespeare Sarani, P.O. Circus Avenue, Kolkata – 700017, represented by its Authorised Signatory, **AJAY JHUNJHUNWALA**, son of Champalal Jhunhunwala, having **PAN No. AHSP12048J AND AADHAAR NO. 434578794827**, working for gain at 3A, Auckland Place, 10th Floor, P.O. Circus Avenue, P.S. Shakespeare Sarani, Kolkata – 700 017, hereinafter referred to as the “**PROMOTER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners for the time being of the said Partnership Firm and their respective heirs, executors, administrators and legal representatives) of the **SECOND PART**

AND

Mr./Ms. [•] (Aadhar No. [•] / (PAN No.[•]) son/daughter of [•], aged about [•], residing at [•], hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors, representatives and/or assigns)

[Please insert details of other allottees(s), in case of more than one allottee]

The Promoter and Allottee shall hereinafter collectively be referred to as the Parties and individually as ‘Party’

WHEREAS:

A. In presents, unless there be something contrary or repugnant to the subject or context, the following terms (whether used as capitalized terms or not) shall have the respective meanings which have been assigned thereto:

1) “**Act**” means the West Bengal Housing Industry Regulation Act, 2017 and the Real Estate (Regulation and Development) Act, 2016, as the case may be.

- 2) **"Allottee"** means the person to whom an apartment in the Project particularly, or in Signum Parkwoods Estates generally or in any other project abutting or adjoining the Project, as the case may be, has been allotted, sold or otherwise agreed to be allotted, sold or transferred by the Promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such apartment is given on rent.
- 3) **"Apartment"**, whether called a dwelling unit or flat or premises or suit or tenement or unit or by any other name, means a separate and self-contained part of the Buildings of the Project and also of Signum Parkwoods Estates and includes one or more rooms or enclosed spaces located on one or more floors or any part thereof, in any such Buildings or the Project Land, used or intended to be used for any residential purpose.
- 4) **"Association"** shall mean association (s) of all the allottees of the Project, and Signum Parkwoods Estate (including the Promoter for such Units of the Project not alienated or agreed to be alienated by the Promoter) formed or that may be formed hereafter in accordance with the terms of the West Bengal Apartment Ownership Act, 1972 at the instance of the Promoter for the Common Purposes with such rules and regulations as shall be framed by the Promoter.
- 5) **"Buildings"** shall mean 2 (two) nos. of G+8 buildings in the Project including such open or covered areas, constructions and/or structures therein, as may be constructed by the Promoter on the Project Land from time to time.
- 6) **"Built-Up Area"** and/or **"Covered Area"** in relation to an Apartment shall mean the floor area of that Apartment including the area of balconies and terraces, if any attached thereto, and also the thickness of the walls (external or internal) and the columns and pillars therein Provided That if any wall, column or pillar be common between two Apartments, then one-half of the

area under such wall column or pillar shall be included in the built-up area of each such Apartment.

- 7) **“Carpet Area”** shall mean the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah areas and exclusive open terrace areas, but includes the area covered by the internal partition walls of the Apartment, as more particularly defined in the Act.
- 8) **“Common Expenses”** shall mean and include all expenses for the maintenance, management and upkeep of the Buildings, the Project Common Areas, Amenities and Facilities, the Parkwoods Common Areas, Amenities and Facilities, including the Project Land and also the expenses for Common Purposes of the allottees and shall be payable proportionately by the allottee periodically as part of maintenance charges.
- 9) **“Common Purposes”** shall include the purposes of managing and maintaining the Buildings and in particular the Project Common Areas, Amenities and Facilities and the Parkwoods Common Areas, Amenities and Facilities, rendition of services in common to the allottees of the Signum Parkwoods Estates, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the allottees of Signum Parkwoods Estates and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective apartments exclusively and the Project Common Areas, Amenities and Facilities and the Parkwoods Common Areas, Amenities and Facilities in common.
- 10) **“Parking Space”** shall mean such spaces in the Project and/or Signum Parkwoods Estates that may be sanctioned by the competent authority as a garage or parking space, excluding such open car parking spaces which are part of the common areas and are set aside for visitor car parking spaces.

- 11) **“Maintenance Agency”** shall mean the Promoter for the time being and, upon its formation in terms of clause IV(c) hereof, the Association, for the Common Purposes.
- 12) **“Parkwoods Common Areas, Amenities and Facilities”** shall mean such common areas, installations, amenities and facilities, including but not limited to all passages, pathways, approach roads, internal roads, entrances, main entrances, gates, gardens, parks, sewerage and water lines or pipes, ducts, water storage reservoirs, electrical installations, electricity wires, cables, drainage, open or covered spaces, amenities, that may be built or installed by the Promoter from time to time for the use and enjoyment thereof by all the allottees of Signum Parkwoods Estates including the allottees of the Project in common with the allottees of the other parts or phases of Signum Parkwoods Estates more particularly mentioned in the **Part II of SCHEDULE C** hereto.
- 13) **“Signum Parkwoods Estates”** shall mean the work of development of the entire real estate project by constructing buildings and other constructed areas in accordance with the sanctioned plans and handing over possession of the completed apartments therein to the Allottees thereof, and shall include the work of development undertaken, completed and/or to be undertaken and completed by the Owners and the Promoter jointly on the Phase I Land and the Project Land and/or any extension thereto till such development is completed and possession of the completed apartments therein are made over to the respective allottees.
- 14) **“Proportionate”** with all its cognate variations shall mean the ratio the Carpet Area of any apartment in the Project may bear to the total Carpet Area of all the apartments in the Project.
- 15) **“Proportionate Undivided Share”** in relation to an apartment shall mean the proportionate variable undivided indivisible and impartible share in the Project Land and the Project Common Areas, Amenities and Facilities that is attributable to such apartment at any point of time. The Proportionate

Undivided Share shall also include the proportionate, variable undivided and impartible share in the land forming a part of project Signum Parkwoods Estate in its entirety, in the proportion the area of the apartment bears to the total area of all the apartments in the entire project Signum Parkwoods Estates at any point of time.

16)“**Regulations**” means the Regulations made under the Real Estate (Regulation & Development) Act, 2016 and the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.

17)“**Rights on Allottee's Default**” shall mean the rights mentioned in the **SCHEDULE-E** hereto to which the Association and/or the Maintenance Agency shall be entitled in case of any default or breach by the Allottee.

18)“**Rules**” means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017 and the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016.

19)“**Said Apartment**” shall mean the Apartment, the said Parking Space, (if any), said Undivided Share in the Project Common Areas and the right of common use of Parkwoods Common Areas, Amenities and Facilities more particularly mentioned and described in the **Part-I of SCHEDULE-B** hereunder written.

20)“**Project**” shall mean the work of development of the Project Land by constructing thereupon the Buildings in accordance with the Sanctioned Plans and handing over possession of the completed apartments therein to the allottees thereof, respectively.

21)“**Project Land**” shall mean the entire land measuring about 9.1152 Acres equivalent to 551 cottah 7 Ch 23.11 Sq. ft, be the same a little more or less, more particularly mentioned and described in **Part - I** of the **SCHEDULE-A** hereunder written.

- 22) **“Said Sale Agreement”** shall mean the Agreement dated _____ made between the Owners herein, therein also referred to as the Owners of the First Part, the Promoter herein, therein also referred to as the Promoter of the Second Part, and the Allottee herein, therein also referred to as the Allottees of the Third Part, whereby the Owners and the Promoter have agreed to sell and the Allottee has agreed to purchase the said Apartment at and for the consideration and on the terms and conditions, therein contained copy whereof is attached herewith and made part of this Deed.
- 23) **“Sanctioned Plans”** shall mean the plan sanctioned by Bhadreswar Municipality vide Building Plan No. 1183 Per dated 22nd June, 2018, the same is revalidated on 9th September, 2021, for construction of the buildings on the Project Land and shall include any other plan or plans sanctioned by any other department or departments authorised to do so.
- 24) **“Super Built Up Area”** of an apartment shall mean the Built-Up area of such apartment and the proportionate undivided share attributable to such apartment.
- 25) **“Project Allottee”** shall mean the persons who have from time to time purchased and/or intend to purchase different apartments in the Project and shall also include the Promoter in respect of such apartments in the Project which are retained and/or not alienated and/or not agreed to be alienated for the time being by the Owners and/or the Promoter.
- 26) **“Parkwoods Allottees”** shall mean the persons who have from time to time purchased and/or intend to purchase different apartments in the Signum Parkwoods Estates (including the Project Allottees) and shall also include the Promoter in respect of such apartments in Signum Parkwoods Estates (including in the Project) which are retained and/or not alienated and/or not agreed to be alienated for the time being by the Owners and/or the Promoter.

27) **“Masculine”** gender shall include the **“Feminine”** and **“Neuter”** genders and vice versa.

28) **“Singular”** number shall include the **“Plural”** and vice versa.

- B. The Owners are the absolute and lawful owners of the property more fully described in **Part-I of the SCHEDULE-A** hereto and delineated in the Plan/Map annexed hereto and bordered in red thereon (the **“Project Land”**), which was purchased by Owners from time to time.
- C. The facts describing the devolution of title of the Owners to the Project Land is more particularly mentioned in **SCHEDULE-F** hereto.
- D. The Owners and the Promoter have entered into a Joint Development Agreement dated 23rd September’2014 registered with the Additional Registrar of Assurances-III, Kolkata in Book No. I, CD Volume No. 1, Pages from 4224 to 4290, Being No. 00213 for the year 2015 (hereinafter referred to as **“the said Joint Development Agreement”**) for developing ALL THAT pieces and parcels of land containing by measurement an area of 9.1152 Acres equivalent to 551 Cottah 7 Chittack 23.11 Sq. Ft, including the said Project Land by carrying out constructions thereat.
- E. The Owners have also granted a Power of Attorney dated 17th April 2015 and registered with the Additional Registrar of Assurance –III, Kolkata, in Book No IV, CD Volume 6, Pages 2307 to 2357, Being No. 02356 for the year 2015 to the Promoter (hereof thereafter referred to as **“the said Power of Attorney”**) to act in their place and stead and to represent them in all matters and purposes concerning the development of **the real estate project**.
- F. The Project Land is intended for the purpose of development of a housing project thereon presently named as **“Signum Parkwoods Estates Phase II”**, comprising of **2 (two) residential G+8 storied buildings (“Buildings”)** comprising of residential apartments, car parking spaces, other spaces and various common areas and facilities to be constructed thereat (**Project**).

- G. The Promoter, on the basis of a plan sanctioned by the Bhadreswar Municipality, being Building Plan **Approval No. 672 dated 20.07.2015**, (Sanctioned Plans) for the construction of 4 (four) G+8 storied residential buildings (“Buildings”), on a portion of land more fully described in **Part – II** of the **SCHEDULE-A** hereto and delineated in the Plan/Map annexed hereto and bordered in orange (“**Phase 1 Land**”) and has completed construction of 4 (four) G+8 storeyed buildings car parking spaces, other spaces and various common areas and facilities (“**Phase 1**”), as the first phase of development of Project Signum Parkwoods Estate. Both the aforesaid Phase 1 and the Project shall be construed as distinct and separate real estate projects within the meaning of the provisions of the West Bengal Housing Industry Regulation Act, 2017 and the West Bengal Real Estate (Regulation & Development), Act, 2016 but shall be collectively referred to as project **Signum Parkwoods Estates** and the common areas, amenities and facilities of Phase 1 and the said Project and the common areas, amenities and facilities of any future residential development on the remaining portion of land adjacent to the said Project if shared with all the allottees of Signum Parkwoods Estates as morefully mentioned in Clause 1.9 herein shall also be collectively referred to as project **Signum Parkwoods Estates**.
- H. The Promoter may take up construction and development of the remaining 2 buildings to which the Plan also relates, in due course in terms of the Plan in the manner it may deem fit and proper. The Allottee has been informed that the Plan is valid till [•] and the Promoter shall thereafter be required to apply for revision or revalidation of the Plan in order to continue with the development of the remaining land to which the Plan also relates. The Allottee agrees and hereby accords its consent to the Promoter and/or its nominees/assignees to revise and revalidate the said Plan with such modification and/or alteration as may be required in order to continue construction and development on the remaining land to which the Plan also relates.

- I. By the Said Sale Agreement, the Owners and the Promoter agreed to sell and the Allottees agreed to purchase **ALL THAT** the Said Apartment at or for the consideration and on the terms and conditions, morefully therein contained.
- J. The Owners and the Promoter have since caused to be completed construction of the Said Apartment in accordance with the Sanctioned Plans.
- K. Under the Said Sale Agreement, the Owners and the Promoters agreed to sell and the Allottee agreed to purchase a tentative built up area as mentioned in the Said Sale Agreement comprised in the Said Apartment. However, inasmuch as upon completion of construction of the Said Apartment the area of the Said Apartment has now been finalized and the same is mentioned in the **Part-I of SCHEDULE-B** herein written and the parties herein agreed to the same.
- L. In view of the change in the area of the Said Apartment upon completion of construction the total consideration for Sale of the Said Apartment and the Appurtenances has also varied and the same is finalized as mentioned hereunder.
- M. The Allottee/s is/are having fully inspected and being completely satisfied with the quality, workmanship and specification of construction of the Said Apartment, has been handed over vacant and peaceful possession of the Said Apartment prior to or simultaneous to the date of execution of these presents.
- N. Now at the request of the Allottee, the Owners and the Promoter have in terms of the said Sale Agreement agreed to execute and register these presents in favour of the Allottee in the manner as hereinafter contained.
- O. It is recorded that at or before execution of these presents, the Allottee has by obtaining independent professional services, examined and fully satisfied himself as to the following:
- (a) The title of the Owners to the Project Land and also the said Apartment;
 - (b) The right of the Promoter in respect of the Project Land;

- (c) The terms, conditions, restrictions and obligations contained in the said Sale Agreement and these presents to be complied with and/or observed and performed by the Allottee during his period of ownership of the said Apartment;
- (d) The Sanctioned Plans;
- (e) The total Carpet Area, Built-up Area and Super Built-up Area in respect of the said Apartment;
- (f) The specifications of materials used for construction of the said Apartment and the Buildings;

and has agreed not to raise henceforth any objection or make any kind of requisition, whatsoever or howsoever, regarding the above and also waives his right, if any, to do so.

I. **NOW THIS INDENTURE WITNESSETH** that in the premises aforesaid and in consideration of the sum of (___) by the Allottee to the Promoter paid at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof doth hereby acquit release and forever discharge the Allottee and the said Apartment being hereby conveyed), the Owners and the Promoter do and each of them doth hereby grant convey sell transfer release assign and assure unto and in favour of the Allottees **ALL THAT** the said Apartment, more particularly mentioned and described in **Part I of SCHEDULE-B** hereunder written, **TOGETHER WITH** the right to use and enjoy the Parkwoods Common Areas, Amenities and Facilities in common with the Parkwoods allottees **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the said Apartment **AND** all the estate right title interest property claim and demand whatsoever of the Owners and/or the Promoter into or upon the said Apartment **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Apartment **TO HAVE AND TO HOLD** the said Apartment and every part thereof unto and to the use of the Allottee absolutely and forever **SUBJECT NEVERTHELESS TO** the Allottee's covenants and agreements hereunder contained and on the part of the Allottee to be observed

fulfilled and performed (including the restrictions terms conditions covenants and obligations set forth in the said Sale Agreement and agreed to be paid, performed, observed and fulfilled by the Allottee during the period of his ownership of the Said Apartment) **AND ALSO SUBJECT** to the Allottee paying and discharging all municipal and other rates taxes and impositions on the said Apartment wholly, and the Common Expenses, as more fully and particularly mentioned and described in the **Part-III of SCHEDULE-C** hereunder written proportionately, and all other outgoings in connection with the said Apartment wholly and the Project and in particular the Parkwoods Common Areas, Amenities and Facilities proportionately.

II. **THE OWNERS AND THE PROMOTER DO TH HEREBY COVENANT WITH THE ALLOTTEE** as follows:-

- 1) The right, title and interest which the Owners and the Promoter doth hereby profess to transfer subsists and that the Owners and the Promoter have good right, full power and absolute authority to grant, sell, convey, transfer, assign and assure unto and to the use of the Allottee, the said Apartment in the manner aforesaid.
- 2) It shall be lawful for the Allottee, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained, to hold use and enjoy the said Apartment and every part thereof and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Owners or the Promoter or any person or persons claiming through under or in trust for them or any of them **AND** freed and cleared from and against all manner of encumbrances trusts liens and attachments whatsoever save only those as are expressly mentioned herein.
- 3) The Promoter for the time being, and subsequently the Association, after handing over the charge of maintenance and management of the Project to the Association by the Promoter, shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Allottee 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 said Apartment hereby granted sold conveyed

and transferred unto and to the Allottee in the manner aforesaid as shall or may be reasonably required by the Allottee.

- 4) The Promoter for the time being, and the Association, upon the Promoter handing over all documents of title to the Association, shall unless prevented by fire or some other irresistible force or accident from time to time and at all times hereafter upon every reasonable request and at the costs of the Allottee produce or cause to be produced to the Allottee or to their attorneys or agents at or before any trial, examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the said Project and/or Signum Parkwoods Estates and also shall at the like request and costs of the Allottee deliver to the Allottee such attested or other copies or extracts therefrom as the Allottee may require and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and uncanceled.
- 5) In case any structural defect or any other defect in workmanship is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, the Promoter shall rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the Allottee shall be entitled to receive appropriate compensation under applicable laws. However, that the Promoter shall not be liable under any circumstances if any additions, alterations and/or modifications etc. have been made in the Buildings, common areas and/or any of the apartments by the allottees of such apartments including the Allottee herein and/or if there is any deviation found from the Sanctioned Plans. It is further made clear that the structural defect, if any, must be certified by the Architects that such defect has been made at the time of construction and is not due to wear and tear and/or due to weather elements and/or natural causes /calamities and/or due to any additions, alterations and/or modifications, etc. made by any of the Allottees and/or occupants of the Building. The decision of the Architects shall be final and binding on the parties.

III. THE ALLOTTEE DOETH HEREBY COVENANT WITH THE OWNERS AND THE PROMOTER as follows:

- 1) The Allottee agrees and binds himself/themselves that the Allottee shall and will at all times hereafter abide by and observe the restrictions set-forth in the **SCHEDULE-E** hereunder written and also those as contained in the said Sale Agreement.
- 2) The Allottee has also examined and satisfied themselves about all the permissions and licenses issued by the concerned authorities, including those relating to occupation of the Buildings, installation, maintenance and user of lift, tube-well, generator and other utilities and facilities at the said Project and fire safety under the West Bengal Fire Service Act, 1950 and Rules made thereunder and also acquainted themselves and accepted and agree to comply with the norms, conditions, rules and regulations with regard to the use and enjoyment thereof as well as of water, electricity, drainage, sewerage, etc.
- 3) On and from the Possession Date, the Allottee binds himself/themselves to regularly and punctually pay the following amounts and outgoings:
 - i) Municipal and/or other rates and taxes, surcharge and water tax, if any and as assessed on the said Apartment, directly to the competent authority **Provided That** so long as the said Apartment is not separately assessed for the purpose of such rates and taxes, the Allottee shall pay to the Maintenance Agency proportionate share of all such rates and taxes assessed on the Project.
 - ii) All other impositions, levies, cess, taxes and outgoings (including Multistoried Building Tax, Urban Land Tax, betterment fees, development charges, Goods and Services Tax, etc.) whether existing or as may be imposed, increased or enhanced or levied at any time in future on the said Apartment or on the Project/Signum Parkwoods Estates by any Government or Statutory Authority or Authorities, wholly in case the same relates to the Said Apartment and proportionately in case the same relates to the said Project and/or Signum Parkwoods Estates , as the case may be.
 - iii) Electricity charges for electricity consumed in or relating to the said Apartment directly to the electricity supplying body or the Maintenance Agency, as the case may be.

- iv) Maintenance charges and proportionate share of all Common Expenses (excluding any contribution towards major repairs, renovation, etc. in or for the Buildings, as may be required at any time in future) as shall be assessed on the Said Apartment and demanded from time to time by the Promoter or, upon its formation, the Association, as the case may be. The said maintenance charges and the proportionate share of all Common Expenses shall however be subject to revision from time to time as be deemed fit and proper by the Promoter, or the Association upon its formation, after taking into account the common services provided at the Project and Signum Parkwoods Estates.
- 4) All payments mentioned herein shall, unless so otherwise mentioned, in case the same be monthly payments, shall be made to the Promoter or upon its formation, to the Association, within 7 days of each and every month for which the same becomes due and otherwise within 7 days of the Promoter or its nominee leaving its bill for or demanding the same at the above address of the Allottee and the Allottees shall keep the Promoter and the Association, upon its formation, indemnified against all losses damages costs claims demands actions and proceedings that may arise due to non payment or delay in payment thereof.
- 5) The apportionment of the liability of the Allottee in respect of any item of expenses, tax, duty, levy or outgoings payable by the Allottee in respect of the said Apartment shall be done by the Promoter and the Association upon its formation and the same shall be final and binding on the Allottee and the Allottee shall not be entitled to raise any dispute or objection of any nature whatsoever nor shall the Allottee be entitled to hold the Promoter or its nominee or the Association responsible to furnish any accounts, vouchers, bills, documents etc. or render explanation of expenses incurred by it in any manner.
- 6) The Allottee shall within 6 months from the date hereof apply for and obtain separate assessment of the said Apartment from the Bhadreswar Municipality, and the Owners and the Promoter shall sign necessary papers and declarations as may be required. In case the Allottee fails to have such

separate mutation effected, then the Owners and the Promoter shall be at liberty to have the same effected as the constituted attorney of and at the costs and expenses of the Allottees.

- 7) The Allottee shall permit the Promoter and, upon its formation, the Association and their surveyors or agents with or without workmen and others at all reasonable times upon 48 hours prior notice, except in case of emergency, to enter into and upon the said Apartment and every part thereof for the purpose of repairing reinstating rebuilding cleaning lighting and keeping in order and good condition the sewers drains pipes cables water courses gutters wires structures or other conveniences belonging to or serving or used for the Buildings and also for the purpose of laying down reinstating repairing and testing drainage and water pipes and electric wires and cables and for similar purposes and also to view and examine the state and condition of the said Apartment and the Allottee shall make good all defects leakages and want of repairs within 7 days from the date of receiving notice in writing from the Promoter or the Association.
- 8) From the date of execution hereof and till the continuance of its ownership of the said Apartment, the Allottee shall:
 - i) use the said Apartment only for the purpose of private dwelling or residence of respectable persons in a decent and respectable manner and for no other purposes;
 - ii) use the Parking Space, if any, is expressly allotted to the Allottee hereunder, only for the purpose of parking of his own medium sized motor vehicles and/or two-wheeler vehicles, as the case may be;
 - iii) not use the roof of the Buildings for hanging or drying of clothes, bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other allottee of the Project and/or Signum Parkwoods Estates ;
 - iv) use the Project Common Areas, Amenities and Facilities and the Parkwoods Common Areas, Amenities and Facilities in common with the Parkwoods allottees and also to keep the same in a clean and orderly manner free from obstructions and encroachments and not store or allow anyone else to

store any goods articles or things in the staircase, lobby, landings, pathways, passages or in any other common areas of Signum Parkwoods Estates.

- v) carry out any work directed to be carried out in respect of the Said Apartment by any competent authority.

- 9) The Allottee shall not do or permit to be done any act or thing which is likely to cause nuisance, annoyance or danger to the other Project allottees and/or the Parkwoods allottees, as the case may be.

- 10) The Allottee shall not make any additions or alterations to the said Apartment (including internal partition walls, etc.) nor to the Buildings nor shall change or alter or permit the alteration in the outside colour scheme of the exposed walls or any external walls or the elevation or façade of the Buildings or the said Apartment or Signum Parkwoods Estates and also not to decorate or paint or clad the exterior of the said Apartment otherwise than in the manner as be agreed to by the Promoter or the Association in writing.

- 11) The Allottee shall abide by, observe and perform all rules regulations and restrictions from time to time made in force by the Promoter or the Association (including those contained in the said Sale Agreement and in these presents) or the appropriate authorities for the user and management of the Project and Signum Parkwoods Estates and every part thereof and in particular the Project Common Areas, Amenities and Facilities and the Parkwoods Common Areas, Amenities and Facilities.

- 12) The Allottee further agrees and covenants with the Owners and the Promoter that the Allottee shall at all times hereafter allow and permit unhindered access and use of the common areas to the other allottees and/or occupiers of the Project and also to the allottees of other projects as may be built or constructed by the Promoter adjoining the Project and being part of Signum Parkwoods Estates. The Promoter and the Owners accordingly agree and covenant with the Allottee that the Allottee shall likewise be entitled to the

unhindered access and use of the Project Common Areas, Amenities and Facilities including the common areas of such projects and other projects which too shall be deemed to be a part of the Parkwoods Common Areas, Amenities and Facilities on reciprocal arrangement. The terms of access and use of each such common areas, amenities and facilities mentioned above may be finalized by the Promoter and/or the Association of each such projects upon its formation, as may be deemed necessary.

- 13) The Allottee further covenants that if at any time subsequent hereto, the said Proportionate Undivided Share of the Allottee is to be conveyed and transferred to the Association in compliance with any applicable laws, then the Allottee agrees to co-operate with the Owners and the Promoter without any demand or delay to have the said Proportionate Undivided Share transferred to the Association by attending the execution and registration of the Deeds of Transfer made in favour of the Association and bearing the proportionate cost of such transfer, as may be assessed by the Promoter or the Association. In case the Allottees refuse to or delays in getting such transfer done within the time required by the Promoter or the Act or Rules or Regulations or any other laws applicable from time to time, then the Promoter shall as the constituted attorney of the Allottees be entitled to execute such Deeds of Transfer and present the same for registration before the appropriate authority / Registrar and to also do all such acts and deeds, as are consequent and/or incidental thereto.
- 14) The Allottee shall have no objection against the Promoter and hereby expressly authorize the Promoter:
- (i) for carrying out construction activities on the adjoining land and the common areas within the said Project;
 - (ii) for erecting temporary separation walls and fencing, identifying and having construction access, setting up concrete batching plant, temporary workers quarters, and working area., etc on such adjoining land. The Allottee agrees and understands that such work may cause

some inconvenience due to noise, dust, lighting and extended working hours.

- 15) The Allottee shall not claim any damages due to any on site operations for completion of Signum Parkwoods Estates in whatsoever manner.
- 16) The Allottee shall not do any act, deed, matter or thing whereby the development and completion of Signum Parkwoods Estates or uncompleted blocks and apartments is in any manner whatsoever, hindered, obstructed or impaired with.
- 17) The Allottee shall not do any work which would jeopardize the soundness or safety of Signum Parkwoods Estates, reduce the value thereof or impair any easement nor shall the Allottee add any material structure or excavate any additional basement or cellar or encroach upon any part of the common and open space including the common areas and facilities.
- 18) The Allottee shall comply with and not permit the violation of any laws, rules, regulations, bye-laws, ordinances, judgements, or court orders, as may be applicable, and keep the Promoter and the Association indemnified against all damages, losses and costs as may arise out of any illegal act of the Allottee.
- 19) The Allottee shall not, at any time, claim any title, share, right, and/or interest of any nature whatsoever, except as specifically conveyed herein, in any areas of the Project and/or Signum Parkwoods Estates and/or the Buildings save and except the said Apartment.
- 20) The Allottee shall not seek partition or division or separate possession in respect of the said Apartment under any circumstances.
- 21) The Allottee acknowledges and assents that the Promoter shall be entitled to put up its neon sign, hoardings and other display materials on any part or portion of the roof of the said building and all types of communication devices including dish antennas.

- 22) The Allottee shall not enclose the terrace/ balconies/utility areas under any circumstances.

IV. AND IT IS HEREBY MUTUALLY AGREED DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO as follows:

- 1) The properties benefits and rights hereby conveyed unto and in favour of the Allottee is and shall be one lot and shall not be partitioned or dismembered in part or parts and the Allottee shall also not claim any division, separate possession or partition in the Project Land or such land on which the entirety of the project Signum Parkwoods Estates shall be developed, towards its said Proportionate Undivided Share appurtenant to the said Apartment. It is further agreed and clarified that any transfer of the said Apartment by the Allottee shall not be in any manner inconsistent herewith and the covenants herein shall run with the land and the transferee of the Allottee shall be bound to abide by the rules and regulations framed for the Buildings and become a member of the Association.
- 2) All the apartments and other constructed areas as well as the other open and covered spaces in the Buildings, Phase I Land or the Project Land, as the case may be, until the same be disposed of by the Owners and the Promoter, shall remain the exclusive property of the Owners and the Promoter and the Allottee shall not claim any right or share therein.
- 3) After the allotment and transfer of all the apartments in the Signum Parkwoods Estates or earlier, as the case may be, the Association of the allottees shall be formed and the Allottee and the other Parkwoods allottees shall be the members thereof, each having voting rights therein in accordance with the Act and the Rules. The Allottee shall, alongwith the other Parkwoods allottees, sign and execute all papers, documents, declarations and applications for the purpose of formation of the Association and its taking charge of the acts relating to the Common Purposes.

- 4) In terms of the Real Estate (Regulation and Development) Act, 2016, the Owner/Promoter is, *inter alia*, required to execute a registered conveyance deed in respect of the apartment and parking Space/garage, if any, in favour of the Allottee and in respect of the undivided proportionate title in the common areas in favour of the Association. The West Bengal Apartment Ownership Act, 1972 mandates the formation of the Association but the process for such formation can be started only after grant of completion certificate. The Association shall have members who are owners of apartments and constructed areas in the Project. The Association is intended to be registered in due course (“Association” which expression shall mean and include the Association as finally registered). Even though the Association is not formed as yet, the Allottee has requested for immediate completion of sale of the said Apartment, to convey the said Apartment to the Allottee and to convey the proportionate share of land and of the areas taken up by the Common Areas, Amenities and Facilities to the Allottee in trust and for the benefit of the Association in which the Allottee shall be one of its members. Accordingly this deed is being executed.
- 5) Until such time the Association is formed and takes charge of the acts relating to the Common Purposes, the Promoter or its nominees shall manage and maintain Signum Parkwoods Estates and look after the Common Purposes **subject however** to the Allottee making payment of the proportionate share of maintenance charges, the Common Expenses and all other charges and expenses in terms hereof.
- 6) Upon formation of the Association and its taking charge of the acts relating to the Common Purposes all the rights and obligations with regard to the Common Purposes shall be and/or stood transferred by the Promoter and/or its nominee to the Association. All references to the Promoter herein with regard to the Common Purposes shall thenceforth be deemed to be reference to the Association.

- 7) In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amounts payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder, then the Promoter and upon its formation and taking charge of the acts relating to the Common Purposes, the Association, shall be entitled to:-
- (i) claim interest at the rate of 12 % per annum on all the outstanding amounts.
 - (ii) to demand and directly realise the amounts becoming due and payable to the Allottee by any tenant or licensee or other occupant in respect of the Said Unit.
 - (iii) discontinue supply of water to the Said Apartment.
 - (iv) Disconnect electricity in the Said Apartment.
 - (v) withhold and stop use of all other utilities and facilities (including lift) to the Allottee and his family members, guests, tenants or licensees.
- 8) The bills for maintenance charges / Common Expenses, electricity charges, and other charges payable by the Allottee to the Promoter and/or their nominees and upon its formation to the Association, shall be deemed to have been served upon the Allottee, in case the same is left in the said Apartment or in the letter box in the ground floor of the Buildings and earmarked for the said Apartment.
- 9) Signum Parkwoods Estates shall together at all times as a housing complex bear the name "**Signum Parkwoods Estate**" or such other name as be decided by the Promoter from time to time and none else. The Project shall be named "**Signum Parkwoods Estates Phase-II.**"
- 10) In the event that any provision of this Deed is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indication of the same is received by either of the parties of any relevant

competent authority, the parties shall amend the provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of the parties, it may be severed from this Deed and the remaining provisions of this Deed shall remain in full force.

- 11) The Allottees shall bear registration charges including the stamp duty, registration fees, legal fees and such other expenses in respect of registration of this Deed of Conveyance.
- 12) The provisions of Agreement for Sale and any other prior agreement between the parties to the extent contrary to or inconsistent with these presents shall stand superseded. All other provisions, right and obligations, covenants and representations, contained in the said Agreement, which are not in conflict with this Deed, shall be treated as part and parcel of this Deed and shall be deemed to be incorporated in this Deed by reference.
- 13) Any dispute arising in respect of this Deed shall only be referred to arbitration of a single Arbitrator to be appointed by the Promoter under the provisions of the Arbitration and Conciliation Act, 1996, as may be amended from time to time. The decision of the Arbitrator so appointed shall be binding on the parties. The arbitration proceedings shall be carried out in the English language. The arbitration proceedings shall be held at Kolkata and the Courts in Kolkata shall alone have jurisdiction in this regard.

SCHEDULE - A

PART I

(PROJECT LAND)

All That the piece and parcel of Bastu land admeasuring 9.1152 Acres equivalent to 551 cottah 7 Ch 23.11 Sq. ft, be the same a little more or less lying and situate at Mouza-Mankundu, J.L. No.9, R.S. No. 869, within the limits of Bhadreswar Municipality, Holding No.55, Khan Road in Ward No. 1 (formerly 20), Police Station – Bhadreswar, Sub District Hooghly, comprised in the following R.S & L.R. Dag Nos. under the R.S. & L.R. Khatian Nos. and butted and bounded in the manner as follows :

R. S. Khatian No.	L. R. Khatian No.	R. S. DAG NO.	L. R. DAG NO.	AREA OF LAND IN ACRE
800	213/1 & 1056/1	1098	898	0.0331
802	213/1 & 1056/1	1099	898	0.0726
797	213/1 & 1056/1	1100	898	0.0654
796	213/1 and 1056/1	1101	898	0.0576
799	213/1 and 1056/1	1097 / 1229	898	0.0053
795	213/1 and 1056/1	1097 / 1228	898	2.2538
1669	213/1 & 1056/1	1094	897	0.9170
33	213/1 & 1056/1	1137 / 1226	948	0.3750
795	213/1	1139	949	2.6430
1756	1150/1	1137	945	0.7640
32	213/1 & 1056/1	1136 / 1227	947	0.1050
795	213 & 1056/1	1136	946	0.3690
795	213/1 & 1056/1	1138	944	0.8213
795	213/1 & 1056/1	1097/ 1228	898	0.0886
795	213/1 & 1056/1	1101	898	0.0250

795	213/1 & 1056/1	1097/ 1228	898	0.0456
458	362	1142	952	0.256
458	362	1143	953	0.032
454	154	1149	958	0.053
454	154	1150	959	0.133
TOTAL				9.1152

and butted and bounded in the manner that is to say :

ON THE NORTH : By J.C. Khan Road;

ON THE EAST : By R.S. Dag No.1140 and by R.S. Dag No.1141 and by R.S.

Dag No.1228 (P);

ON THE SOUTH : By Partly by R.S. Dag No. 1138(P) and by R.S. Dag No.1139 (P);

ON THE WEST : By R. Dag No. 1228 (P) and by R.S. Dag No.1102

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

PART II

(PHASE I LAND)

ALL THAT the piece and parcel of land measuring 2910 Sq. Mtrs., more or less, equivalent to 43.50 cottahs, more or less, out of the Project Land butted and bounded in the manner appearing below:

ON THE NORTH : By R.S. Dag No. 1226, within Holding No.55, Khan Road;

ON THE EAST : By R.S. Dag No. 1139(P), within Holding No. 55, Khan Road;

ON THE SOUTH : By R.S. Dag No. 1138(P) and 1139(P);

ON THE WEST : By R.S. Dag No. 1228(P)

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

SCHEDULE B

Part I

(Said Apartment)

ALL THAT the Apartment No.[■] having carpet area of [■] square feet, Type -` ___ ' BHK-____, on the [■] floor in /Tower/block/building No. [■] ("**Building**") along with [■] garage/covered parking/open parking space (being part of the limited common areas as defined herein after and not being a part of the Project Common Areas, Amenities and Facilities) being Parking Space No. [•]admeasuring [•] square feet ("**Parking Space**") together with the pro rata share in the common areas, amenities and facilities of the Project (**Project Common Areas, Amenities and Facilities**) morefully mentioned in **Part-I of Schedule-C** as permissible under applicable law **TOGETHER WITH** the right to enjoy the Common Areas, Amenities and Facilities of both the Phase I and the Project as and when they are constructed or made ready and fit for use (**Parkwoods Common Areas, Amenities and Facilities**), morefully mentioned in **Part II of Schedule-C** hereto **TOGETHER WITH** the proportionate, variable undivided and impartible share in the land forming a part of project Signum Parkwoods Estate in its entirety, in the proportion the area of the said Apartment bears to the total area of all apartments in the entire project Signum Parkwoods Estates at any point of time.

The lay out of the said Apartment is delineated on the Plan annexed hereto and bordered in colour Green thereon.

PART II

(SPECIFICATIONS OF THE APARTMENT)

Balcony

Ceramic /Vitrified tiles flooring with M.S. Railing

Internal Walls

AAC Blocks Cement plastering overlaid with smooth, plaster-of-paris and also conventional Bricks for partition in Toilets.

Doors

Wooden Doors frames, main door with Laminat on façade side and primer on the with lock & eye piece. Internal flush door with primer coating on both sides.

Windows

Sliding aluminum window with clear glass panes.

Flooring

Vitrified tiles in living (600mmX600mm), dinning and Ceramic Tiles (400mmX400mm) in all bedrooms .

Kitchen

Polished Balck Stone top platform with stainless steel sink, glazed tiles dado upto 2 feet height above the platform. Anti-skid/ceramic tile flooring in the kitchen.

Toilet

Anti skid Ceramic tiles on the floor and glazed tiles on walls up to door height. Hot and cold water points in wall mixture only. Western style white sanitary fittings of reputed make. Good quality CP fittings.

Electricals

- a) Copper concealed wiring of reputed make.
- b) Modular switches with MCB & DB.
- c) Provision for Split Air Condition Points only : In Two Bedroom Flat – in Master bedroom only and In all other Flats In Master Bedroom and in any One Bedroom.

- d) Telephone/Broadband point in living/dining
- e) TV cable point in master bedroom & living/dining.
- f) Geyser point in all bathrooms.
- g) Exhaust fan provision in Kitchen & all toilets
- h) Calling Bell point at main door

SCHEDULE – C

PART I

(PROJECT COMMON AREAS, AMENITIES & FACILITIES)

Particulars	Details / Specification
Structure & Brick Work	: Earthquake resistant RCC framed construction. External & Internal Walls: AAC/Conventional Red Brick wall with cement plaster.
Stair Case	: Good quality kota stone/Vitrified Tiles/Ceramic Tiles. Fire Stair with IPS finish. MS railing on stairs.
Parking Area	: Will have I.P.S. flooring.
Roof Treatment	: Water Proofing treatment with screed concrete finish.
Water Tanks	: R.C.C. underground water reservoir . R.C.C. overhead tanks will be provided.
Electrical	: Electrical wiring and mains etc. will be of good quality Copper Wire for lightning .
Lift	: 2 Nos. of Elevators in each Block.

Telephone	:	Central distribution box at ground floor with a network of inbuilt telephone/broadband wiring to each Unit,
Painting And Finishing	:	Outside face of external walls –exterior finish of the good quality paint. Internal face of the walls plaster of paris.
Water Supply	:	24 hour Water Supply arrangement
		Water reservoirs/ tank of the said Project and/or Signum Parkwoods Estate Water Pump/ and motors in pump room Water supply pipelines in the said Project and/or Signum Parkwoods Estate
Water Filtration	:	Water filtration plant and its installation and the space required thereof
Sewerage treatment plant		Sewage treatment plant and its installation and the space required thereof Sewage and drainage connection with the Municipality drain.
Power Supply	:	Connection and installation of the distribution of electricity with the Power Supply agency and the main leading to the Flat
Generator	:	Power backup through silent Diesel Generators for common electrical installation to be installed
Fire Fighting	:	Fire fighting system to be installed for the said Project (as per WBFES)

Internal Roads & Pathways	:	Internal roadways and pathways of the said Project
Landscape & plantation	:	As per the Architect Design
	:	

PART II

(PARKWOODS COMMON AREAS, AMENITIES & FACILITIES)

Particulars		Details / Specification
Structure & Brick Work	:	Earthquake resistant RCC framed construction. External & Internal Walls: Brick wall with cement plaster.
Entry & Exit Gate	:	MS Gate
Stair Case	:	Will be finished with good quality granite stone/kota stone/Vitrified Tiles.
Parking Area	:	I.P.S. flooring under laid over flat brick soling.
Roof Treatment	:	Plain cement concrete with necessary admixture.
Water Tanks	:	R.C.C. underground water reservoir will be made. R.C.C. overhead tanks will be provided.
Electrical	:	Electrical wiring and mains etc. will be of good quality Copper Wire for lightning of the common area.
Telephone	:	Central distribution box at ground floor with a network of inbuilt telephone wiring to each Unit,

Painting And Finishing	:	Outside face of external walls – finish with good quality paint. Internal face of the walls plaster of paris. Aluminium Window
Water Supply	:	24 hour Water Supply arrangement
		Water reservoirs/ tank of the said project and/or Signum Parkwoods Estate Water Pump/ and motors Water supply pipelines in the said Project and/or Signum Parkwoods Estate.
Rain Water Harvesting	:	Rain Water Harvesting system and its installation and the space required thereof.
Water Filtration	:	Water filtration plant and its installation and the space required thereof
Sewage treatment plant		Sewage treatment plant and its installation and the space required thereof Sewage and drainage connection with the Municipality / Panchayat
Power Supply	:	Connection and installation of the distribution of electricity with the Power Supply agency and the main leading to the Flat
Generator	:	Power backup Diesel Generators for common electrical installation
Fire Fighting	:	Fire fighting system installed for the said project.
Internal Roads & Pathways	:	All internal roadways and pathways of the said project

Landscape & plantation	:	As per the Architect Design
Club Area	:	
	:	<p>Book Club</p> <p>Guest Room</p> <p>Yoga / Multipurpose Room</p> <p>Air Conditioned Gymnasium</p> <p>Doctors Car Parking</p> <p>Swimming pool with outdoor deck</p> <p>Kids Pool</p> <p>Steam Bath</p> <p>Open Air Cafeteria</p> <p>AC Home Theatre Zone</p> <p>Senior Citizen Adda Zone</p> <p>Outdoor Multipurpose Court</p> <p>Solar lighting in common spaces</p>
Internal Roads and Pathways of Signum Parkwoods Estate		
Open Areas		Client to confirm whether there are any gardens, ponds and parks within the Project

PART III
(COMMON EXPENSES)

1. **MAINTENANCE:** All costs and expenses for maintaining, white-washing, painting, repainting, repairing, renovating and replacing the common area machineries, equipments installations and accessories for common services, utilities and facilities (including the outer walls of the Buildings).
2. **OPERATIONAL:** All expenses for running and operating all machineries, equipments, installations and accessories for common facilities and utilities (including generator, lifts, water pump with motor etc.).
3. **STAFF:** The salaries of and all other expenses on the staff to be employed for the Common Purposes (including bonus and other emoluments and benefits).
4. **ASSOCIATION:** Establishment and all other expenses of the Association (including its formation) and also similar expenses of the Promoter or any agency looking after the Common Purposes until handing over the same to the Association.
5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the Project or the Buildings or any part thereof (save those assessed separately in respect of the Said Unit).
6. **INSURANCE:** Insurance premium for insuring the Buildings against 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 (including electricity, water, etc.) and all charges incidental thereto.
8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
9. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Promoter and/or the Association for the Common Purposes.

SCHEDULE - D

(RESTRICTIONS IMPOSED ON THE ALLOTTEE).

1. The Allottee agrees undertakes and covenants to:
 - a) comply with and observe the Rules, Regulations and bye-laws relating to the Act including such rules and regulations as may be framed by the Promoter /Maintenance Agency / Association from time to time;

- b) permit the Promoter, Maintenance Agency and Association and their respective men agents and workmen to enter into the said Apartment for the Common Purposes of Signum Parkwoods Estates;
- c) deposit the amounts for various purposes as may be required by the Promoter / Maintenance Agency or the Association;
- d) use the Parkwoods Common Areas, Amenities and Facilities and the Project Common Areas, Amenities and Facilities without causing any hindrance or obstruction to other Allottees and/or occupants of the Buildings;
- e) keep the said Apartment and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Apartment in the Buildings and/or in the Project in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Apartments /parts of the Buildings;
- f) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Apartment or the Project Common Areas, Amenities and Facilities and/or the Parkwoods Common Areas, Amenities and Facilities for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise;
- g) sign and deliver to the Promoter all papers applications and documents for obtaining separate electricity meter or electricity connection for and in respect of the Said Apartment from the service provider in the name of the Allottee and until the same is obtained, the Promoter may provide or cause to be provided reasonable quantum of electricity to be drawn by the Allottee at his cost upon installation of electricity sub-meter in or for the said Apartment and the Allottee shall pay all charges for electricity on the basis of reading of such sub-meter and as billed by the Promoter;
- h) bear and pay the Common Expenses and other outgoings in respect of Parkwoods Signum Estates proportionately, and the said Apartment wholly;
- i) pay municipal corporation taxes and all other rates taxes levies duties charges and impositions outgoings and expenses in respect of the Buildings and the Project/ Parkwoods Signum Estates proportionately, and the said

Apartment wholly, and to pay proportionate share of such rates and taxes payable in respect of the said Apartment until the same is assessed separately by the municipal corporation;

- j) pay monthly common area maintenance charges for the maintenance of the Buildings, open areas, common areas, paths, passages and Parkwoods Signum Estates as a whole, at such rate as may be quantified by the Promoter at the appropriate time;
- k) pay the monthly subscription for using the Club by the Allottee and his family members at such rate as may be quantified by the Promoter at the appropriate time;
- l) pay for gas, (if any) generator, integrated communication facilities, cable TV and other utilities consumed in or relating to the said Apartment;
- m) allow the other allottees the right of easements and/or quasi-easements;
- n) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Generator / Electricity Charges, Municipal Corporation Taxes and other payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier;
- o) observe and comply with such other covenants as be deemed reasonable by the Promoter for the Common Purposes;
- p) not to use the said Apartment or permit the same to be used for any purpose other than a private dwelling place of families;
- q) not to do or suffer any thing to be done in or about for the said Apartment which may cause or tend to cause or tantamount to cause any damages to the floors or ceiling of the said Apartment or in any manner interfere with the use and enjoyment thereof or of any open spaces, passages or amenities available for common use;
- r) not to demolish or cause to be demolished the said Apartment or any part thereof at any time or any part of the said Buildings or the fittings and fixtures thereof;
- s) not to make in the said Apartment any structural alterations of a permanent nature except with the prior approval in writing of the Promoter and/or the municipal corporation and all other concerned or statutory authorities;

- t) not to carry out or permit to be carried out any illegal or immoral or hazardous activities in the said Apartment;
- u) not to store or keep any hazardous or dangerous or combustible or exceptionally heavy materials or things in the said Apartment or to hang from or attach to the rafters or beams any heavy materials which may damage or endanger the structural stability of the Buildings;
- v) not to put any nameplate or letter box or neon-sign or board in the Parkwoods Common Areas, Amenities and Facilities including the Project Common Areas, Amenities and Facilities or on the outside wall of the Buildings save at the place as be approved or provided by the Promoter Provided However that nothing contained herein shall prevent the Allottee from putting a decent nameplate on the outer face of the main door of the said Apartment;
- w) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Apartment or any portion thereof;
- x) not to install or fix air-conditioners, dish antennas or other apparatus on the exterior walls of the Buildings, save at places specified / fixed and in a manner as indicated by the Promoter;
- y) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance of any apartment or any part of the Buildings or the Project/Parkwoods Signum Estates or may cause any increase in the premium payable in respect thereof;
- z) not to decorate the exterior of the Buildings otherwise than in the manner agreed by the Promoter/Maintenance Agency/Association in writing or in the manner as nearly as may be in which it was previously decorated;
- aa) not to store or permit any one to store any goods or things and neither to deposit or throw or permit to be deposited or thrown any garbage, dirt, rubbish or refuse or waste in or around the staircase, lobby, landings, lifts, passages or in any other common areas or installations of the Buildings;
- bb) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Apartments in the Buildings;

- cc) not to claim any right over and/or in respect of any open land in Parkwoods Signum Estates or the Project or in any other open or covered areas of the Buildings and the Project and the Parkwoods Signum Estates reserved or intended to be reserved by the Owners and/or the Promoter for their own exclusive use and enjoyment and not meant to be a common area or portion and not to obstruct any development or further development or additional construction which may be made from time to time by the Owners and the Promoter thereat or on any part thereof;
- dd) not to claim partition or sub-division of the land comprised in the Project or Parkwoods Signum Estates or underneath the Buildings and/or the Parkwoods Common Areas, as the case may be, towards the said Proportionate Undivided Share attributable to the Said Apartment or any part thereof nor to do any act or deed, whereby the rights of the Owners and the Promoter and/or the rights of the allottees of other apartments in the Buildings is/are affected or prejudiced in any manner whatsoever nor to do any act or deed, which may cause obstruction and/or hindrance in the construction of the said Buildings;
- ee) not to partition the said Apartment by metes and bounds;
- ff) not to shift or obstruct any windows or lights in the said Apartment or the Buildings;
- gg) not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Apartment without the prior consent in writing of the Promoter and/or the Association;
- hh) not to park or allow anyone to park any car, two-wheeler or other vehicles at any place other than the space earmarked for parking car(s) or two wheeler(s) of the Allottee, (Parking Space)) if any, mentioned in the **Part I of SCHEDULE-B** hereto; and
- ii) not to let out or part with possession of the Parking Space, if so agreed to be acquired by the Allottee hereunder, independent of the Said Apartment and to use the same only for the purpose of parking of a medium size motor car or two-wheeler, as the case may be.

- jj) not to let out the said Apartment or any part thereof without obtaining prior written permission of the Promoter and making payment of all sums or amounts then due and payable by the Allottee in respect of the Said Apartment.
- kk) not to park any car or two-wheeler in the said Phase I Land or the Project Land or any of the common areas forming part of the Parkwoods Common Areas, Amenities and Facilities and the Project Common Areas, Amenities and Facilities if the Allottee has not been allotted any Parking Space therein, and to park only one car or two-wheeler in one Parking Space and not more than one, even if there be space for more than one in the Parking Space.
- ll) not to carry out or cause or permit to be carried out any sacrifice of animals anywhere in Signum Parkwoods Estate.

SCHEDULE-E

(RIGHTS ON ALLOTTEE'S DEFAULT)

- a) In case of default / delay in making payment of any amount payable under these presents (including in particular the Common Expenses and electricity charges) or otherwise by the Allottee to the Promoter or the Association upon its formation, interest shall be payable by the Allottee at the agreed rate of 12% (twelve) percent per annum from the due date till the date of payment.
- b) In case of there being a failure, refusal, neglect, breach or default on the part of the Allottee to perform or comply with any of the terms conditions covenants undertakings stipulations restrictions prohibitions and/or obligations in respect of the said Apartment continuing for more than 2 months, then the Promoter and/or the Association upon its formation shall be entitled to issue a notice to the Allottee calling upon the Allottee to rectify and/or make good or set right the failure neglect refusal breach or default within one month from the date of issue of the said notice. If the Allottee does not comply with the said notice to the satisfaction of the Promoter and the Association, as the case may be, then the Promoter and/or the Association, as the case may be, shall be entitled to invoke their rights under clause IV(f) of these presents and the Allottee shall in addition

be liable to pay to the Promoter and/or the Association, compensation and/or damages that may be quantified by the Promoter / Association.

- c) In case of there being a failure, refusal, neglect, breach or default on the part of the Allottee to perform or comply with any of the terms conditions covenants undertakings stipulations restrictions prohibitions and/or obligations in respect of the said Apartment till the time of formation of the Association, which otherwise results in Promoter spending or incurring expenses on behalf of the Allottees, the Promoter at the time of handing over would either deduct all such expenses from the Sinking Fund, or any other fund, by whatever name called and handover the balance to the Association explaining the entire accounts together with all the rights and responsibilities.

SCHEDULE-F
(DEVOLUTION OF TITLE)

1. Ownership of Jogendra Chandra Khan:

- A.** One Jogendra Chandra Khan was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to inter alia, several pieces and parcels of land in J.L. No.9 R.S. No.869, Mouza - Mankundu, Police Station - Bhadreswar, Additional District Sub-Registrar Office at Chandannagar, District – Hooghly, hereinafter referred to as “the **MANKUNDU PROPERTIES**”;

B. Transfer of Mankundu Properties to Trust:

By an Indenture of Trust dated 26th June, 1946, hereinafter referred to as “the **SAID INDENTURE OF TRUST**”, made between the said Jogendra Chandra Khan, therein as well as hereinafter referred to as “the **SETTLOR**” of the One Part and his three grandsons, Ganesh Chandra Khan, Kartick Chandra Khan and Bishnu Chandra Khan and the Settlor, the said Jogendra Chandra Khan, therein collectively referred to as the Trustees of the Other Part and registered in the Office of Registrar of Calcutta, in Book No.I, Volume No. 83, at Pages 112 to 154, Being No.2363 for the year 1946, the Settlor therein transferred, conveyed, assigned and assured in favour of the Trustees therein several massuage, lands, tenaments, heriditaments, zamindaries, premises and moneys (including the

Mankundu Properties), all of which are hereinafter collectively referred to as “the **TRUST ESTATE**” to hold the same in trust for the benefit and welfare of the Settlor during his lifetime and thereafter for the benefit and welfare of his said three grandsons subject to maintenance and life interest of the Settlor’s widow, (Smt.) Jugalmoni Dasi and the widow of the Settlor’s pre-deceased son, namely, (Smt.) Jnanoda Sundari Dasi;

C. Division of Trust Estate:

In terms of the Said Indenture Of Trust, the Settlor, inter alia directed for division of the Trust Estate in three equal parts or shares and upon the death of the Settlor to appropriate each of the said three divided portions for the use and benefit of each of the said three grandsons of the Settlor subject to the maintenance and life interest of the Settlor’s said widow, (Smt.) Jugalmoni Dasi and the widow of the Settler’s pre-deceased son, namely, (Smt.) Jnanoda Sundari Dasi;

D. Demise of Jogendra Chandra Khan:

On or about 1st July,1946, the Settlor, the said Jogendra Chandra Khan died and upon his death the said Ganesh Chandra Khan, Kartick Chandra Khan and Bishnu Chandra Khan continued to administer and manage the said Trust Estate, including the Mankundu Properties, as per the provisions of the Said Indenture Of Trust;

E. Administration and Maintenance of Trust Estate:

In pursuance of the direction given by the Settlor under the said Indenture Of Trust, by a Deed of Declaration dated 9th July, 1954 and registered on 4th August, 1954, hereinafter referred to as “the **SAID DEED OF DECLARATION**” registered in the office of the Registrar of the Assurances, Calcutta, in Book No. I, Volume No.106, at Pages 67 to 110, Being No. 3812 for the year 1954, the said Ganesh Chandra Khan, Kartick Chandra Khan and Bishnu Chandra Khan divided the Trust Estate in three equal parts and/or shares which parts and/or shares of the Trust Estate was morefully and particularly described in Lists ‘X’, ‘Y’ and ‘Z’ of the Said Deed Of Declaration and the said Ganesh Chandra Khan, Kartick Chandra Khan and Bishnu Chandra Khan declared that the Trust Estate as described in the Lists ‘X’,

'Y' and 'Z' of the Said Deed of Declaration are being held, administered and maintained by the said Ganesh Chandra Khan, Kartick Chandra Khan and Bishnu Chandra Khan as trustees;

F. Inclusion of Plot No.1097/1228 in Trust Estate:

Inasmuch as owing to inadvertent error Plot No. 1097/1228 comprised in the Mankundu Properties was not included in Trust Estates under Said Indenture Of Trust and that for all purposes it was always the intention of the Settlor to make a trust of all his estates including the said Plot No.1097/1228 comprised in the Mankundu Properties the said Ganesh Chandra Khan, Kartick Chandra Khan and Bishnu Chandra Khan included the said Plot No.1097/1228 comprised in the Mankundu Property in the Trust Estate by the Said Deed of Declaration;

G. Appointment of (Smt.) Mallika Khan as Trustee:

Inasmuch as in the Said Indenture Of Trust it was inter alia directed by the Settlor therein that the income from the properties mentioned in List 'Y' of the Said Deed Of Declaration be credited to the account of the said Kartick Chandra Khan and upon his death to make over the said properties to the heirs of the said Kartick Chandra Khan by a Deed of Appointment of Trustee dated 23rd November, 1954, hereinafter referred to as "the **SAID DEED OF APPOINTMENT**", made between the said Kartik Chandra Khan, therein referred to as the Continuing Trustee of the First Part and the said Ganesh Chandra Khan and Bishnu Chandra Khan, therein collectively referred to as the Retiring Trustees of the Second Part and the wife of the said Kartick Chandra Khan, (Smt.) Mallika Khan, therein referred to as the New Trustee of the Third Part and registered in the Office of the Registrar of Assurance, Calcutta in Book No. I, Volume No. 125, at Pages 155 to 184, Being No. 5133 for the year 1954 the Retiring Trustees therein retired from the trusteeship and the New Trustee therein was inducted as a new trustee along with the Continuing Trustee and to maintain, administer and manage inter alia a part of the Trust Estate being the properties described in the List 'Y' of the Said Deed Of Declaration;

H. Administration Suit filed by Ganesh Chandra Khan, Kartick Chandra Khan and Bishnu Charan Khan:

For proper management and administration of the Trust Estate and for framing a scheme of administration of the Trust Estate the said Ganesh Chandra Khan, Kartick Chandra Khan and Bishnu Chandra Khan filed a suit in the Hon'ble High Court at Calcutta being Administration Suit No. 1019 of 1956, hereinafter referred to as "the **SAID ADMINISTRATION SUIT**", against the said (Smt.) Jugalmoni Dasi and (Smt.) Jnanoda Sundari Dasi, the wife of the said Ganesh Chandra Khan, (Smt.) Annapurna Khan, the wife of the said Kartick Chandra Khan, (Smt.) Mallika Khan, the wife of the said Bishnu Chandra Khan, (Smt.) Leela Khan, and their respective family members viz, Suresh Chandra Khan, Samaresh Chandra Khan, Arup Kumar Khan, Amit Kumar Khan, (Kumari) Anita Khan, (Kumari) Pronita Khan, (Kumari) Reena Khan, the Vendors herein; viz Ashim Chandra Khan, (Kumari) Hena Khan, (Kumari) Padma Khan, (Kumar) Mita Khan, one Debi Prosad Khan and Ganga Prosad Khan;

I. Order dated 10th September, 1956:

By an order and decree dated 10th September, 1956 passed in the Said Administration Suit it was inter alia ordered by the Hon'ble High Court at Calcutta that the said Kartick Chandra Khan and the said (Smt.) Mallika Khan be appointed as Trustees of the properties mentioned in List 'Y' of the Said Deed of Declaration to the exclusion of the all other trustees of the Trust Estate;

J. Order dated 19th March, 1962:

By a further order and decree dated 19th March, 1962 passed in the Said Administration Suit the Hon'ble High Court at Calcutta was further pleased to inter alia direct that inasmuch as the said Ganesh Chandra Khan, Kartick Chandra Khan and Bishnu Chandra Khan and their respective family members thought that the their separate Trust Estate as mentioned in the Lists 'X' 'Y' and 'Z' of the Said Deed Of Declaration be separated and administration and management thereof be handed over to each of the said three grandsons of the Settlor interested in the properties allotted to their own branches, the present trustees be discharged and each of the said three grandsons of the Settlor along with their respective wives be appointed as trustees of the properties in which each of them are interested and the Hon'ble High Court at Calcutta was further pleased to direct that each of

the three Trust Estate be vested in the respective new trustees appointed by the said order and decree subject to the right of the said (Smt.) Jugalmoni Dasi and (Smt.) Jnanoda Sundari Dasi;

K. Vesting of Mankundu Properties in Kartick Chandra Khan and (Smt.) Mallika Khan:

Inasmuch as a part of the Mankundu Properties forms a part and parcel of the said List 'Y' of the Said Deed of Declaration in pursuance of the Said Deed Of Appointment and the said orders dated 10th September, 1956 and 19th March, 1962 passed in the Said Administration Suit the same vested in the said Kartick Chandra Khan and (Smt.) Mallika Khan;

L. Demise of (Smt.) Jugalmoni Dasi:

Or about 29th November, 1967 the said (Smt.) Jugalmohan Dasi died;

M. Demise of (Smt.) Jnanoda Sundari Dasi:

On or about 22nd July, 1971 the said (Smt.) Jnanoda Sundari Dasi died;

N. Demise of Kartick Chandra Khan:

On or about 19th November, 1982 the said Kartick Chandra Khan died intestate leaving behind him surviving his wife, the said (Smt.) Mallika Khan, his four daughters, (Smt.) Hena Saha, (Smt.) Mita Saha, (Smt.) Rita Saha and (Smt.) Padma Saha and his one son, Ashim Chandra Khan, hereinafter collectively referred to as "the **HEIRS OF LATE KARTICK CHANDRA KHAN**" as his legal heirs and heiresses who in terms of the Said Indenture Of Trust jointly became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to inter alia a part of the Mankundu Properties, morefully and particularly described in the said List 'Y' of the Said Deed Of Declaration;

O. Ownership of the Heirs of Late Kartick Chandra Khan:

In the circumstances the Heirs Of Late Kartick Chandra Khan became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to, inter alia, **ALL THAT** the piece and parcel of land comprised in the Mankundu

Properties and forming out of the properties comprised in the said List 'Y' of the said Deed of Declaration admeasuring 8.7082 Acres, more or less in J.L. No.9, R.S. No. 869, Mouza- Mankundu, L.R. Khatian No. 213, 213/1 and 1056/1, Police Station - Bhadreswar, Additional District Sub-Registration Office at Chandannagar, District - Hooghly, presently within Bhadreswar Municipality, in the following Khatian Nos. and Dag Nos.:

R. S. Khatian No.	L. R. Khatian No.	R. S. Dag No.	L. R. Dag No.	Area of Land (in Acre)
795	1056/1	1103	900	0.0332
800	213/1 and 1056/1	1098	898	0.0402
802	213/1 and 1056/1	1099	898	0.0726
797	213/1 and 1056/1	1100	898	0.0654
796	213/1 and 1056/1	1101	898	0.0720
799	213/1 and 1056/1	1097/1229	898	0.0053
795	213/1 and 1056/1	1097/1228	898	2.4252
1669	213/1 and 1056/1	1094	897	0.9170
33	213/1 and 1056/1	1137/1226	848	0.3750
795	213/1	1139	949	2.6430

1756	1150/1	1137	945	0.7640
32	213/1 and 1056/1	1136/1227	947	0.1050
795	213 & 1056/1	1136	946	0.3690
795	213/1	1138	944	0.8213
				8.7082

hereinafter collectively referred to as the "**LARGER PLOTS**";

P. **Agreement for Sale of portion of the LARGER PLOTS:**

By a Bengali Bainapatra (Agreement for Sale) dated 18th May, 1993, hereinafter referred to as "the **SALE AGREEMENT**" made between the Heirs Of Late Kartick Chandra Khan, therein collectively referred to as the Grantors of the Sale Agreement of the One Part and one M/s. Housing Consultancy Private Limited, represented by its Director, Shibabrata Dutta, one (Smt.) Jaba Khan, Sarojit Khan, Shib Shankar Ghosh, Pravat Kumar Dey and Narendra Nath Neogi, therein collectively referred to as the Recipients of the Sale Agreement of the Other Part and registered in the Office of the Additional District Sub-Registrar at Chandannagar, Hooghly, in Book No. I, Volume No. 22, at Pages 36 to 44, Being No. 1225 for the year 1993 the Grantors of the Sale Agreement therein for the consideration therein mentioned agreed to sell transfer and convey in favour of the Recipients of the Sale Agreement therein and/or their nominees free from all encumbrances of any nature whatsoever inter alia Larger Plots excepting the land in R.S. Dag Nos. 1099, 1100 and 1094 comprised in the Mankundu Properties and forming out of the properties comprised in the said List 'Y' of the Said Deed of Declaration, hereinafter referred to as "the **LAND AGREED TO BE SOLD**"

Q. **Suit for Partition:**

The said Ashim Chandra Khan filed a suit for partition and administration of inter alia the Trust Properties comprised in the said List 'Y' of the Said Deed Of Declaration being Suit No.308 of 1994 in the Hon'ble High Court at Calcutta, hereinafter referred to as "the **PARTITION SUIT**" against the remaining heirs of Late Kartick Chandra Khan;

R. **Order dated 22nd November, 1994:**

By an order dated 22nd November, 1994 passed by the Hon'ble High Court at Calcutta in the Partition Suit the Vendor No. 5 herein, the said Ashim Chandra Khan was appointed as the Receiver over the properties comprised in the said List 'Y' of the Said Deed Of Declaration and if the parties to the said Partition Suit so desired the same could be sold;

S. **Deed of Partnership dated 24th April, 1995:**

After entering into the Sale Agreement, by a Bengali Deed of Partnership dated 24th April, 1995 made between the said Housing Consultancy Private Limited, therein referred to as the First Party of the First Part, the said (Smt.) Jaba Khan, therein referred to as the Second Party of Second Part, the said Sarojit Khan, therein referred to as the said Third Party of the Third Part, the said Shib Sankar Ghosh, therein referred to as the Fourth Party of the Fourth Part, the said Pravat Kumar Dey, therein referred to as the Fifth Party of the Fifth Part and the said Narendranath Neogi, therein referred to as the Sixth Party of the Sixth Part and registered in the office of the Additional District Sub-Registrar Chandannagar at Hooghly in Book No. IV, Volume No.1 , at Pages 217 to 226 , Being No.42 for the year 1995 the parties therein agreed to carry on the business of developing and/or commercially exploiting inter alia the Land Agreed To Be Sold in co-partnerships hereinafter referred to as the "**SAID PARTNERSHIP BUSINESS**" under the name and style of M/s Housing Consultancy & Real Estate Developers, being the Confirming Party herein by treating the advance paid under the Sale Agreement as the capital of the Said Partnership Business;

T. **Retirement from Partnership by Shib Sankar Ghosh:**

By a Deed of Retirement of Partnership dated 30th April, 1996 made between said Shib Sankar Ghosh, therein referred to as the Retiring Partner of the One Part and the said M/s. Housing Consultancy Private Limited, the said (Smt.) Jaba Khan, the said Sarojit Khan the said Pravat Kumar Dey and the said Narendra Nath Neogi, therein collectively referred to as the Continuing Partners of the Other Part the said Shib Sankar Ghosh upon withdrawing the share of contribution standing to the credit of the said Retiring Partner therein retired from the said partnership business;

U. **Reconstruction of Partnership:**

By an Indenture of Partnership dated 1st November, 1996, made between the said M/s. Housing Consultancy Private Limited, therein referred to as the First Party of the First Part, therein, the said (Smt.) Jaba Khan, therein referred to as the Second Party of the Second Part, the said Sarojit Khan, therein referred to as the Third Party of the Third Part, the said Pravat Kumar Dey therein referred to as the Fourth Party of the Fourth Part and the said Narendra Nath Neogi, therein referred to as the Fifth Party of the Fifth Part the parties therein agreed to continue as partners of the Said Partnership Business;

V. **Sale of Land in R.S. Dag No. 1097/1228:**

By an Indenture dated 16th November, 1998 made between the said Ashim Chandra Khan as the Receiver appointed under the Partition Suit, therein referred to as the Vendor of the First Part and the said Housing Consultancy & Real Estate Developers, therein referred to as the Confirming Party of the Second Part and one Nema Chandra Khan, therein referred to as the Purchaser of the Third Part and registered in the office of the District Sub-Registrar, Hooghly, in Book No.I, Volume No.13 at Pages from 213 to 226, Being No. 567 for the year 1998, the Vendor therein for the consideration therein mentioned sold, transferred and conveyed a divided and demarcated portion of the Land Agreed To Be Sold being **ALL THAT** piece and parcel land at measuring 2 (two) Cottahs 12 (twelve) Chittaks and 5 (five) Square Feet, more or less in J.L. No.9, Mouza - Mankundu, R.S. Khatian No.795, L.R. Khatian No.213/1 and 1056/1 (wrongly typed in the said indenture as 213 and 1056), R.S. Dag No.1097/1228, L.R. Dag No.898, Police Station -

Bhadreswar, District Registration Office at Hooghly, within Bhadreswar Municipality in favour of the Purchaser therein, free from all encumbrances of any nature whatsoever;

W. Ownership of Nemai Chandra Khan:

In the circumstances the said Nemai Chandra Khan became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel land at measuring 2 (two) Cottahs 12 (twelve) Chittaks and 5 (five) Square Feet, more or less (equivalent to 0.0456 Acres), in J.L. No.9, Mouza-Mankundu, R.S. Khatian No.795, L.R. Khatian No.213/1 and 1056/1 (wrongly typed in the said indenture as 213 and 1056), R.S. Dag No.1097/1228, L.R. Dag No.898, Police Station - Bhadreswar, District Registration Office at Hooghly, within Bhadreswar Municipality, hereinafter referred to as "the **SAID LAND OF NEMAI CHANDRA KHAN**";

X. Ownership of Arijit Khan:

By another Indenture dated 16th November, 1998 made between the said Ashim Chandra Khan as the Receiver appointed under the Partition Suit, therein referred to as the Vendor of the First Part the said Housing Consultancy & Real Estate Developers, therein referred to as the Confirming Party of the Second Part and the one Arijit Khan, therein referred to as the Purchaser of the Third Part and registered in the office of the District Sub-Registrar at Hooghly, in Book No.I, Volume No.13, at Pages from 179 to 196, Being No. 565 for the year 1998, the Vendor therein for the consideration therein mentioned sold, transferred and conveyed a further divided and demarcated portion of the Land Agreed To Be Sold being **ALL THAT** piece and parcel land at measuring 2 (two) Cottahs 7 (seven) Chittaks and 8 (eight) Square Feet, more or less, in J.L. No.9, Mouza - Mankundu, R.S. Khatian No.795, R.S. Dag No.1097/1228, L.R. Khatian Nos.213/1 and 1056/1 (wrongly typed in the said indenture as 213 and 1056), L.R. Dag No.898, Police Station - Bhadreswar, District Registration Office at Hooghly, within Bhadreswar Municipality in favour of the Purchaser therein, free from all encumbrances of any nature whatsoever;

Y. Ownership of Arijit Khan in R.S. Dag Nos.1101 and 1097/1228:

By another Indenture dated 16th November, 1998 made between the said Ashim Chandra Khan as the Receiver appointed under the said Partition Suit, therein referred to as the Vendor of the First Part, the said Housing Consultancy & Real Estate Developers, therein referred to as the Confirming Party of the Second Part and the said Arijit Khan, therein referred to as the Purchaser of the Third Part and registered in the office of the District Sub-Registrar at Hooghly, in Book No.I, Volume No.13, at Pages from 227 to 244, Being No.568 for the year 1998, the Vendor therein for the consideration and mentioned sold, transferred and conveyed a further divided and demarcated portion of the Land Agreed To Be Sold being **ALL THAT** piece and parcel land at measuring 2 (two) Cottahs 6 (six) Chittaks and 20 (twenty) Square Feet, more or less, in J.L. No.9, Mouza - Mankundu, R.S. Khatian No.795, R.S. Dag Nos.1101 and 1097/1228, L.R. Khatian Nos.213/1 and 1056/1 (wrongly typed as 213 and 1056), L.R. Dag No.898, Police Station - Bhadreswar, District Registration Office at Hooghly, within Bhadreswar Municipality in favour of the Purchaser therein, free from all encumbrances of any nature whatsoever;

Z. Ownership of Arijit Khan in R.S. Dag No.1097/1228:

By another Indenture dated 16th November, 1998 made between the said Ashim Chandra Khan as the Receiver appointed under the Said Partition Suit, therein referred to as the Vendor of the First Part, the said Housing Consultancy & Real Estate Developers, therein referred to as the Confirming Party of the Second Part and the said Arijit Khan, herein, therein referred to as the Purchaser of the Third Part and registered in the office of the District Sub-Registrar at Hooghly, in Book No.I, Volume No.13, at Pages from 245 to 262, Being No.569 for the year 1998, the Vendors therein for the consideration and mentioned sold, transferred and conveyed a further divided and demarcated portion of the Land Agreed To Be Sold being **ALL THAT** piece and parcel land at measuring 2 (two) Cottahs and 17 (seventeen) Square Feet, more or less, in J.L. No.9, Mouza - Mankundu, R.S. Khatian No.795, R.S. Dag No.1097/1228, L.R. Khatian Nos.213/1 and 1056/1 (wrongly typed in the said indenture as 213 and 1056), L.R. Dag No.898, Police Station - Bhadreswar, District Registration office at Hooghly, within Bhadreswar

Municipality in favour of the Purchaser therein, free from all encumbrances of any nature whatsoever;

AA. Ownership of Arijit Khan:

In the circumstances the said Arijit Khan became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel land at measuring 6 (six) Cottahs and 14 (fourteen) Chittaks more or less (equivalent to 0.1136 Acres), in J.L. No.9, Mouza - Mankundu, R.S. Khatian No.795, L.R. Khatian No.213/1 and 1056/1 (wrongly typed in the said indenture as 213 and 1056), R.S. Dag No.1097/1228 and 1101, L.R. Dag No.898, Police Station - Bhadreswar, District Registration Office at Hooghly, within Bhadreswar Municipality as follows:

R.S. Khatian No.	L.R. Khatian No.	R.S. Dag No.	L.R. Dag No.	Area of Land (in Acre)
795	213/1 and 1056/1	1101	898	0.0250
795	213/1 and 1056/1	1097/122 8	898	0.0886
				0.1136

hereinafter referred to as "the **SAID LAND OF ARIJIT KHAN**";

BB. Ownership of balance land of Heirs of Late Kartick Chandra Khan:

In the circumstances the said Heirs Of Late Kartick Chandra Khan became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to, inter alia, the remaining portion of the Larger Plots being **ALL THAT** the piece and parcel of land comprised in the Mankundu Properties and forming out of the properties comprised in the said List 'Y' of the said Deed of Declaration admeasuring 8.5586 (eight point five five eight six) Acres, more or less, in J.L. No.9, R.S. No.869, Mouza - Mankundu, L.R. Khatian No.213, 213/1 and 1056/1, Police Station – Bhadreswar, District Sub Registration Office at Chandannagar, District –

Hooghly, presently within Bhadreswar Municipality, in the following Khatian Nos. and Dag Nos.:

R.S. Khatian No.	L.R. Khatian No.	R.S. Dag No.	L.R. Dag No.	Area of Land (in Acre)
795	1056/1	1103	900	0.0332
800	213/1 and 1056/1	1098	898	0.0402
802	213/1 and 1056/1	1099	898	0.0726
797	213/1 and 1056/1	1100	898	0.0654
796	213/1 and 1056/1	1101	898	0.0576
799	213/1 and 1056/1	1097 / 1229	898	0.0053
795	213/1 and 1056/1	1097 / 1228	898	2.2900
1669	213/1 and 1056/1	1094	897	0.9170
33	213/1 and 1056/1	1137 / 1226	848	0.3750
795	213/1	1139	949	2.6430
1756	1150/1	1137	945	0.7640
32	213/1 and 1056/1	1136 / 1227	947	0.1050

795	213 and 1056/1	1136	946	0.3690
795	213/1	1138	944	0.8213
				8.5586

hereinafter collectively referred to as the “**SAID LAND OF THE HEIRS OF LATE KARTICK CHANDRA KHAN**”;

CC. Retirement of Partnership by Housing Consultancy Pvt. Ltd.:

By a Deed of Retirement dated 31st July, 2006 made between the said Housing Consultancy Private Limited, therein referred to as the Retiring Partner of the One Part and the said (Smt.) Jaba Khan, the said Sarojit Khan the said Pravat Kumar Dey and the said Narendra Nath Neogi, therein collectively referred to as the Continuing Partners of the Other Part, the Retiring Partner therein upon withdrawing the share of contribution standing to the credit of the Retiring Partner therein retired from the Said Partnership Business;

DD. Reconstruction of Partnership:

By a Deed Partnership dated 1st August, 2006 made between the said (Smt.) Jaba Khan, therein referred to as the First Party of the First Part, the said Sarojit Khan, therein referred to as the Second Party of the Second Part, the said Pravat Kumar Dey, therein referred to as the Third Party of the Third Part, the said Narendra Nath Neogi, therein referred to as the Fourth Party of the Fourth Part and the said (Smt.) Mandira Dey, therein referred to as the Fifth Party of the Fifth Part, the parties therein agreed to carry on the Said Partnership Business in co-partnership;

EE. Demise of (Smt.) Mallika Khan:

On or about 17th December, 2007, the said (Smt.) Mallika Khan who was a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving behind her surviving her said 4 (four) daughters, namely, the said (Smt.) Hena Saha, (Smt.) Mita Saha, (Smt.) Rita Saha and (Smt.) Padma Saha and her said son, Ashim Chandra Khan as her legal heir and heiresses who jointly inherited the share of

Late Mallika Khan in, inter alia, the Said Land Of the Heirs Of Late Kartick Chandra Khan;

FF. Order dated 25th June, 2008:

By an order dated 25th June, 2008 passed by the Hon'ble High Court at Calcutta the Partition Suit was dismissed as not pressed;

GG. Demise of Narendra Nath Neogi:

On or about 3rd January, 2009 the said Narendra Nath Neogi died intestate living behind him surviving his wife, (Smt.) Menoka Neogi and his four daughters, viz. (Smt.) Dhira Mondal, (Smt.) Indira Ghosh, (Smt.) Mandira Mondal and (Smt.) Sunanda Roy as his legal heiresses who jointly inherited the right, title and interest of the said Late Narendra Nath Neogi in the Said Partnership Business;

HH. Substitution of Partnership:

By an Indenture dated 12th January, 2009 made between the said (Smt.) Jaba Khan, therein referred to as the First Party of the First Part, the said Sarojit Khan, therein referred to as the Second Party of the Second Part, the said Pravat Kumar Dey, therein referred to as the Third Party of the Third Part, the said (Smt.) Mandira Dey, therein referred to as the Fourth Party of the Fourth Part and the said (Smt.) Menoka Neogi, therein referred to as the Party of the Fifth Part, the said (Smt.) Menoka Neogi was substituted as a partner of the said firm in place and stead of Late Narendra Nath Neogi and agreed to carry on the Said Partnership Business in co-partnership;

II. Disclaimer by (Smt.) Dhira Mondal, (Smt.) Indira Ghosh, (Smt.) Mandira Mondal and (Smt.) Sunanda Roy:

By a Bengali Na-Dabi Patra (Deed of Disclaimer) dated 6th March, 2009 the said four daughters of Late Narendra Nath Neogi, viz. (Smt.) Dhira Mondal, (Smt.) Indira Ghosh, (Smt.) Mandira Mondal and (Smt.) Sunanda Roy disclaimed all their right, title and/or interest in the Said Partnership Business and consented to the appointment of their mother, the said (Smt.) Menoka Neogi as the partner of the Said Partnership Business;

JJ. Sale by the Heirs of Late Kartick Chandra Khan excepting Late Mallika Khan:

By an Indenture dated 8th May, 2013 made between the said (Smt.) Hena Saha, (Smt.) Mita Saha, (Smt.) Rita Saha, (Smt.) Padma Saha and Ashim Chandra Khan, therein collectively referred to as the Vendors of the First Part, the said Housing Consultancy & Real Estate Developers, a partnership firm of 87, J.C. Khan Road, Post Office - Mankundu, Police Station - Bhadreswar, District- Hooghly, having Income Tax PAN AABFH9528H, represented by its partner, Pravat Kumar Dey, son of Late Gurudas Dey, residing at Krishna Patty Road, Post Office Chandannagore, Police Station Chandannagore, District Hooghly, therein referred to as the Confirming Party of the Second Part and the Seller Nos. 1 to 70 herein, viz. **(1)** Deepesh Shoppers Private Limited, **(2)** Jagsak Realtors Private Limited, **(3)** Debajam Realty Private Limited, **(4)** Arunabh Conclave Private Limited, **(5)** Angarik Developers Private Limited, **(6)** Lentils Dealcom Private Limited, **(7)** Shallot Tradecom Private Limited, **(8)** Salsify Commerce Private Limited, **(9)** Salsify Vyapaar Private Limited, **(10)** Salsify Vincom Private Limited, **(11)** Navy Beans Dealcom Private Limited, **(12)** Nettles Vintrade Private Limited, **(13)** Nettles Dealtrade Private Limited, **(14)** Endive Vyapaar Private Limited, **(15)** Nerine Vinimay Private Limited, **(16)** Endive Traders Private Limited, **(17)** Nerine Vyapar Private Limited, **(18)** Endive Vincom Private Limited, **(19)** Navy Beans Commerce Private Limited, **(20)** Navy Beans Dealtrade Private Limited, **(21)** Lentils Tie-Up Private Limited, **(22)** Nerine Vincom Private Limited, **(23)** Endive Dealcom Private Limited, **(24)** Lentils Tradecom Private Limited, **(25)** Lentils Vinimay Private Limited, **(26)** Endive Vinimay Private Limited, **(27)** Navy Beans Traders Private Limited, **(28)** Frisee Tradecom Private Limited, **(29)** Antray Conclave Private Limited, **(30)** Antray Realestate Private Limited, **(31)** Antray Vincom Private Limited, **(32)** Arunabh Developers Private Limited, **(33)** Ashtek Construction Private Limited, **(34)** Ashtek Infranirman Private Limited, **(35)** Debajam Construction Private Limited, **(36)** Debajam Dealcom Private Limited, **(37)** Ganadhi Vintrade Private Limited, **(38)** Jagsak Conclave Private Limited, **(39)** Jagsak Developers Private Limited, **(40)** Jagsak Realty Private Limited, **(41)** Debajam Vanijya Private Limited, **(42)** Debajam Vincom Private Limited, **(43)** Jagsak Vanijya Private Limited, **(44)** Jagsak Vincom Private Limited, **(45)**

Kalashdha Conclave Private Limited, (46) Kalashdha Construction Private Limited, (47) Kalashdha Developers Private Limited, (48) Kalashdha Dealcom Private Limited, (49) Kalashdha Vanijya Private Limited, (50) Kalashdha Vincom Private Limited, (51) Kalashdha Vintrade Private Limited, (52) Rajnandita Conclave Private Limited, (53) Rajnandita Construction Private Limited, (54) Ranchhor Vintrade Private Limited, (55) Ritudhar Conclave Private Limited, (56) Ritudhar Vintrade Private Limited, (57) Swapno Vintrade Private Limited, (58) Pushapdham Merchants Private Limited, (59) Pushapdham Vyapaar Private Limited, (60) Pushapdham Distributors Private Limited, (61) Pushapdham Enterprises Private Limited, (62) Bahumulya Trading Private Limited, (63) Bahumulya Vyapaar Private Limited, (64) Bahumulya Merchants Private Limited, (65) Bahumulya Distributors Private Limited, (66) Pushapdham Dealers Private Limited, (67) Shivkripa Nirmaan Private Limited, (68) Shivpariwar Heights Private Limited, (69) Shivrashi Residency Private Limited and (70) Shivmani Infratech Private Limited, therein collectively referred to as the Purchasers of the Third Part and herein after collectively referred to as the said "**DEEPESH SHOPPERS PRIVATE LIMITED & OTHERS**" and registered in the office of the Additional District Sub-Registrar at Chandannagar, Hooghly, in Book No.I, CD Volume No.5, at Pages from 2249 to 2304, Being No.01399 for the year 2013, the Vendors therein, for the consideration therein mentioned and with consent and concurrence of the Confirming Party therein, sold, transferred and conveyed the Said Land Of The Heirs Of Late Kartick Chandra Khan in favour of the Purchasers therein, the said Deepesh Shoppers Private Limited & Others, free from all encumbrances of any nature whatsoever;

KK. Sale by Nemai Chandra Khan:

By an Indenture dated 29th May, 2013, made between the said Nemai Chandra Khan, therein referred to as the Vendor of the First Part, the said (Smt.) Hena Saha, (Smt.) Mita Saha, (Smt.) Rita Saha, (Smt.) Padma Saha and Ashim Chandra Khan, therein collectively referred to as the Confirming Parties of the Second Part and the said Deepesh Shoppers Private Limited & Others, therein collectively referred to as the Purchasers of the Third Part and registered in the office of the Additional District Sub-Registrar at Chandannagar, Hooghly, in Book No.I, CD Volume No.6,

at Pages from 1699 to 1727, Being No.01672 for the year 2013, the Vendors therein, for the consideration therein mentioned and with consent and concurrence of the Confirming Parties therein, sold, transferred and conveyed the Said Land Of Nemaï Chandra Khan in favour of the Purchasers therein, the said Deepesh Shoppers Private Limited & Others, free from all encumbrances of any nature whatsoever;

LL. **Sale by Arijit Khan:**

By an Indenture dated 29th May, 2013, made between the said Arijit Khan, therein referred to as the Vendor of the First Part, the said (Smt.) Hena Saha, (Smt.) Mita Saha, (Smt.) Rita Saha, (Smt.) Padma Saha and Ashim Chandra Khan, therein collectively referred to as the Confirming Parties of the Second Part and the said Deepesh Shoppers Private Limited & Others, therein collectively referred to as the Purchasers of the Third Part and registered in the office of the Additional District Sub-Registrar at Chandannagar, Hooghly, in Book No. I, CD Volume No.6, at Pages from 1728 to 1758, Being No.01673 for the year 2013, the Vendor therein, for the consideration therein mentioned and with consent and concurrence of the Confirming Parties therein, sold, transferred and conveyed the Said Land Of Arijit Khan in favour of the Purchasers therein, the said Deepesh Shoppers Private Limited & Others, free from all encumbrances of any nature whatsoever;

MM. **Ownership of Jharu Charan Khan:**

One Jharu Charan Khan was absolutely seized and possessed of and/or well and sufficiently entitled to inter alia, **FIRSTLYALL THAT** the piece and parcel of Bagan (Garden) land admeasuring 0.276 (zero point two seven six) Acres, more or less, in J.L. No.9, R.S. Khatian No.458, L.R. Khatian No.362, Hal L.R. Khatian No.3780, Mouza - Mankundu, R.S. Dag No.1142, L.R. Dag No.952, Police Station - Bhadreswar, District Sub Registration Office at Chandannagar, District – Hooghly, presently within Ward No. 1 (formerly Ward. No. 20) of Bhadreswar Municipality **AND SECONDLYALL THAT** the piece and parcel of Bagan (Garden) land admeasuring 0.032 (zero point zero three two) Acres, more or less [out of 0.036 (zero point zero three six) Acres, more or less], in J.L. No.9, R.S. Khatian No.458, L.R. Khatian No.362, Hal L.R. Khatian No.3780, Mouza - Mankundu, R.S. Dag

No.1143, L.R. Dag No.953, Police Station - Bhadreswar, District Sub Registration Office at Chandannagar, District – Hooghly, presently within Ward No. 1 (formerly Ward. No. 20) of Bhadreswar Municipality, **AGGREGATING IN ALL TO ALL THAT**the piece and parcel of Bagan (Garden) land admeasuring 0.308 (zero point three zero eight) Acres, more or less, in J.L. No.9, R.S. Khatian No.458, L.R. Khatian No.362, Hal L.R. Khatian No.3780, Mouza - Mankundu, R.S. Dag Nos.1142 and 1143, L.R. Dag Nos.952 and 953, Police Station - Bhadreswar, District Sub-Registration Office at Chandannagar, District – Hooghly, presently within Ward No. 1 (formerly Ward. No. 20) of Bhadreswar Municipality, hereinafter collectively referred to as “the **SAID LAND OF JHARU CHARAN KHAN**”;

NN. Demise of Jharu Charan Khan:

The said Jharu Charan Khan who was a Hindu governed by the Dayabhaga School of Hindu law died intestate leaving behind him surviving his wife, (Smt.) Pati Moni Dasi and his son, Nemai Charan Khan as his legal heiress and heir, hereinafter collectively referred to as “the **HEIRS OF LATE JHARU CHARAN KHAN**” who jointly inherited inter alia the Said Land Of Jharu Charan Khan;

OO. Sale by the Heirs of Late Jharu Charan Khan:

By a Bengali Kobala (Deed of Sale) dated 29th November, 1954 made between the said Heirs Of Late Jharu Charan Khan, therein collectively referred to as the Vendors of the One Part and one (Smt.) Monorama Gayan, therein referred to as the Purchaser of the Other Part and registered in the office of the Sub-Registrar at Shrirampur, Hooghly, in Book No. I, Volume No.71 at Pages from 159 to 161, Being No.6009 for the year 1954, the Vendors therein, for the consideration therein mentioned, sold, transferred and conveyed in favour of the Purchaser therein, the Said Land Of Jharu Charan Khan, free from all encumbrances of any nature whatsoever;

PP. Sale by (Smt.) Monorama Gayan:

By a Bengali Kobala (Deed of Sale) dated 19th July, 1971 made between the said (Smt.) Monorama Gayan, therein referred to as the Vendor of the One Part and one Gopinath Ghosh, therein referred to as the Purchaser of the Other Part and registered in the office of the Sub-Registrar at Chandannagar, Hooghly, in Book

No.I, Volume No.22, at Pages from 20 to 22, Being No.1240 for the year 1971, the Vendor therein, for the consideration therein mentioned, sold, transferred and conveyed in favour of the Purchaser therein, the Said Land Of Jharu Chara Khan, free from all encumbrances of any nature whatsoever;

QQ. Ownership of Upendranath Ghosh:

By virtue of inheritance one Upendranath Ghosh was absolutely seized and possessed of and/or well and sufficiently entitled to inter alia, **FIRSTLYALL THAT** the piece and parcel of Doba land admeasuring 0.053 Acres, more or less, in J.L. No.9, R.S. Khatian No.454, L.R. Khatian No. 154, Hal L.R. Khatian No.3780, in Mouza - Mankundu, R.S. Dag No.1149, L.R. Dag No.958, Police Station - Bhadreswar, Additional District Sub-Registration Office at Chandannagar, Hooghly, presently within Ward No. 1 (formerly Ward. No. 20) of Bhadreswar Municipality **ANDSECONDLYALL THAT** the piece and parcel of Bagan (Garden) land admeasuring 0.133 (zero point one three three) Acres, more or less, in J.L. No.9, R.S. Khatian No.454, L.R. Khatian No.154, Hal L.R. Khatian No.3780, in Mouza - Mankundu, R.S. Dag No.1150, L.R. Dag No.959, Police Station - Bhadreswar, District Sub-Registration Office at Chandannagar, District – Hooghly, presently within Ward No. 1 (formerly Ward. No. 20) of Bhadreswar Municipality, hereinafter collectively referred to as “the **SAID LAND OF UPENDRANATH GHOSH**”;

RR. Sale by Upendranath Ghosh:

By a Bengali Kobala (Deed of Sale) dated 3rd October, 2008 made between the said Upendranath Ghosh, therein referred to as the Vendor of the One Part and one Mondal Construction Company Ltd., therein referred to as the Purchaser of the Other Part and registered in the Office of the Additional District Sub- Registrar at Chandannagar, Hooghly, in Book No.I, CD Volume No.5, at Pages from 6169 to 6181, Being No. 02166 for the year 2008, the Vendor therein, for the consideration therein mentioned, sold, transferred and conveyed in favour of the Purchaser therein, the Said Land Of Upendranath Ghosh, free from all encumbrances of any nature whatsoever;

SS. Sale by Gopinath Ghosh:

By a Deed of Sale dated 31st May, 2010, made between the said Gopinath Ghosh, therein referred to as the Vendor of the One Part and the said Mondal Construction Company Ltd., therein referred to as the Purchaser of the Other Part and registered in the office of the Additional District Sub-Registrar at Chandannagar, Hooghly, in Book No.I, CD Volume No.6, at Pages from 1853 to 1869, Being No.01607 for the year 2010, the Vendor therein, for the consideration therein mentioned, inter alia sold, transferred and conveyed in favour of the Purchaser therein, the Said Land Of Jharu Charan Khan, free from all encumbrances of any nature whatsoever;

TT. Ownership of Mondal Construction Company Ltd.:

In the circumstances the said Mondal Construction Company Ltd., become absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the Said Land Of Upendranath Ghosh and the Said Land Of Jharu Charan Khan;

UU. Sale by Mondal Construction Company Ltd.:

By an Indenture dated 10th February, 2014 made between the said Mondal Construction Company Ltd., therein referred to as the Vendor of the One Part and the Seller Nos. 71 to 76 herein, viz. **(1)** Reachsmart Realtors Private Limited, **(2)** Goldensight Nirman Private Limited, **(3)** Headfirst Nirman Private Limited, **(4)** Unnati Builders Private Limited, **(5)** Unnati Highrise Private Limited and **(6)** Yasoda Enclave Private Limited, thereafter collectively referred to as the Purchasers of the Other Part and registered in the office of the Additional District Sub-Registrar at Chandannagar, in Book No. I, CD Volume No.2, at Pages from 2564 to 2587, Being No.00445 for the year 2014, the Vendor therein, for the consideration therein mentioned, sold, transferred and conveyed in favour of the Purchasers therein the Said Land Of Upendranath Ghosh and a divided and demarcated Eastern Portion of the Said Land Of Jharu Charan Khan being **ALL THAT** the pieces and parcels of Bagan and Doba land admeasuring 0.474 (zero point four seven four) Acres, more or less, in Mouza Mankundu, J.L. No.9, Police Station - Bhadreswar, District Sub Registration Office at Chandannagar, District –

Hooghly, presently within Ward No.1 (formerly Ward. No. 20) of Bhadreswar Municipality, comprised in the following Khatian Nos. and Dag Nos., free from all encumbrances of any nature whatsoever:

R.S. Khatian No.	L.R. Khatian No.	R.S. Dag No.	L.R. Dag No.	Area of Land (in Acre)
458	362 & 3780	1142	952	0.276
458	362 & 3780	1143	952	0.032
454	154	1149	958	0.053
454	154	1150	959	0.133
				0.474

VV. Development Agreement:

By a Development Agreement dated 23rd September, 2014 and registered on 21st January, 2015 in the Office of the Additional Registrar of Assurance-III, Kolkata, in Book No.I, CD Volume No.1, at Pages 4224 to 4290, being Deed No.00213 for the year 2015, the Sellers jointly appointed the Developer (formerly a partnership firm under the name and style of Aristo Infra Developers) as the exclusive developer of the Said Complex on the Said Premises;

WW. Deed of Gift:

By a Deed of Gift dated 30th April, 2015, registered in the Office of the Additional Registrar of Assurance-III, Kolkata, in Book No.I, CD Volume No.4, at Pages 2066 to 2100, being Deed No.01188 for the year 2015, the Seller Nos.1 to 76 herein, therein referred to as the Donors, jointly gifted and transferred to the Bhadreswar Municipality **ALL THAT** the pieces and parcels of land admeasuring 0.0765 (zero point zero seven six five) Acres, more or less, in Mouza Mankundu, J.L. No.9, Police Station - Bhadreswar, District Sub Registration Office at Chandannagar, District –

Hooghly, presently within Ward No.1 (formerly Ward. No. 20) of Bhadreswar Municipality, comprised in the following Khatian Nos. and Dag Nos., free from all encumbrances of any nature whatsoever:

R.S. Khatian No.	L.R. Khatian No.	R.S. Dag No.	L.R. Dag No.	Area of Land (in Acre)
795	1056/1	1103	900	0.0332
800	213/1 & 1056/1	1098	898	0.0071
795	213/1 & 1056/1	1097/ 1228	898	0.0362
			Total:	0.0765

IN WITNESS WHEREOF the parties hereto have hereunto put their respective hands the day month and year first above written.

SIGNED AND DELIVERED

by the withinnamed **OWNERS**

at **Kolkata** in the presence of:

SIGNED AND DELIVERED

by the withinnamed **PROMOTER**

at **Kolkata** in the presence of:

SIGNED AND DELIVERED

by the withinnamed **ALLOTTEE**

at **Kolkata** in the presence of:

RECEIPT

RECEIVED on the day month and year first above written of and from the withinnamed Allottee the withinmentioned sum of Rs. (___)/- paid as and by way of full consideration in terms of these presents as per Memo below.

Rs.(___) /-

(RUPEES _____ ONLY)

MEMO OF CONSIDERATION:

RECEIVED as follows :

<u>SL. NO.</u>	<u>DATE</u>	<u>CHEQUE NO.</u>	<u>BANK & BRANCH</u>	<u>AMOUNT (RS.)</u>
01.				
02.				
03.				
			Total :	

(RUPEES _____ ONLY)

WITNESSES:

DATED THIS DAY OF _____, 2023

BETWEEN

**DEEPESH SHOPPERS PRIVATE
LIMITED & ORS.**

... OWNERS

AND

ARISTO INFRA DEVELOPERS LLP;

... PROMOTER

AND

()

... ALLOTTEES

DEED OF CONVEYANCE

Of

Tower/Block : () ; Flat No. :

() ; Floor : () Floor

Fox & Mandal LLP
206, AIC Bose Road,
Kolkata