

DEED OF CONVEYANCE

THIS INDENTURE is made on this __ day of _____ 2023.

BETWEEN

1. **IKKA INFRA PRIVATE LIMITED**, having **PAN AADCI1899K**, having **CIN U45400WB2013PTC191425**, a Company incorporated under the Companies Act, 1956, having its registered office at 161/1, Mahatma Gandhi Road, 2nd Floor, Room No.41, Post Office Burrabazar, Police Station Jorasanko, Kolkata - 700 007,
2. **EPISTLE BUILDERS LLP**, [**PAN: AAHFE4634P**], having **LLPIN-AAN-6761**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
3. **IBEX ESTATES LLP**, [**PAN: AAHFI2975D**], having **LLPIN-AAN-4608**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
4. **IBEX HOUSING LLP**, [**PAN: AAHFI2974C**], having **LLPIN-AAN-4585**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
5. **IBEX GARDEN LLP**, [**PAN: AAHFI3579H**], having **LLPIN-AAN-6230**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
6. **IBEX INFRATECH LLP**, [**PAN: AAHFI3578G**], having **LLPIN-AAN-6436**, a Limited Liability Partnership incorporated under the Limited Liability Partnership

Act, 2008, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,

7. **EPISTLE PROPERTIES LLP, [PAN: AAHFE4136E]**, having **LLPIN-AAN-5488**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
8. **WHIPPET BUILDERS LLP, [PAN; AADFW0332N]**, having **LLPIN-AAN-4646**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
9. **EDAM INFRATECH LLP, [PAN: AAHFE4633L]**, having **LLPIN-AAN-7797**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
10. **EDAM INFRAESTATE LLP, [PAN: AAHFE3861E]**, having **LLPIN-AAN-4584**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
11. **EVARAJ CONSTRUCTION PRIVATE LIMITED, [PAN: AADCE5414A]**, having CIN U45400WB2013PTC198616, a Company incorporated under the Companies Act, 1956, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
12. **AYANNA INFRASTRUCTURE LLP, [PAN: ABIFA3949B]**, having **LLPIN AAI-9805**, a Limited Liability Partnership incorporated under the Limited Liability

Partnership Act, 2008, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,

- 13. ADVERT BUSINESS LLP, [PAN: ABIFA3947R]**, having LLPIN AAI-9742, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
- 14. KAUSHAL COMMODITIES LLP, [PAN: AASF2303G]**, having LLPIN AAI-9933, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
- 15. TRACKMAN MERCHANTS LLP, [PAN: AAMFT4008R]**, having LLPIN AAI-9770, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
- 16. WALL STREET TRADING & CONSULTANCY LLP, [PAN: AACFW5752B]**, having LLPIN AAI-9745, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
- 17. WAMIKA TOWER LLP, [PAN: AADFW0444R]**, having LLPIN-AAN-5306, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,

- 18. IDIKA TOWER LLP, [PAN: AAHFI3222R],** having **LLPIN-AAN-5489,** a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
- 19. WAMIKA BUILDERS LLP, [PAN: AADFW0372Q],** having **LLPIN-AAN-4896,** a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
- 20. WAMIKA COMPLEX LLP, [PAN: AADFW0371P],** having **LLPIN-AAN-4835,** a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
- 21. WAMIKA ENCLAVE LLP, [PAN: AADFW0443J],** having **LLPIN-AAN-5299,** a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
- 22. IDIKA BUILDCON LLP, [PAN: AAHFI3431L],** having **LLPIN-AAN-4999,** a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
- 23. IDIKA INFRA LLP, [PAN: AAHFI3167K],** having **LLPIN-AAN-5333,** a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,

- 24. IDIKA DEVELOPERS LLP, [PAN: AAHFI3045C]**, having LLPIN-AAN-4918, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
- 25. WAMIKA INFRAPROJECTS LLP, [PAN: AADFW0373R]**, having LLPIN-AAN-4919, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
- 26. EESHVI CONSTRUCTION PRIVATE LIMITED, [PAN: AADCE3811B]**, having CIN U45400WB2013PTC193668, a Company incorporated under the Companies Act, 1956, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
- 27. EVARAJ DEVELOPERS PRIVATE LIMITED, [PAN: AADCE5416C]**, having CIN U45400WB2013PTC198615, a Company incorporated under the Companies Act, 1956, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
- 28. REDLAND PROPERTIES PRIVATE LIMITED, [PAN: AAFCR9486D]**, having CIN U45400WB2012PTC182817, a Company incorporated under the Companies Act, 1956, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
- 29. KYAL DEVELOPERS PRIVATE LIMITED, [PAN: AABCK3070E]**, having CIN U70109WB1995PTC076151, a Company incorporated under the Companies Act, 1956, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,

- 30. EKARAJ HOMES PRIVATE LIMITED, [PAN: AADCE4255B]**, having CIN U45400WB2013PTC195350, a Company incorporated under the Companies Act, 1956, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
- 31. EKARAJ DEVELOPERS LLP [PAN: AAGFE9673B]**, having LLPIN AAM-0669, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
- 32. VIKAT INFRASTRUCTURE LLP [PAN: AAPFV9477K]**, having LLPIN AAL-3791, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
- 33. UPENDRA REALTORS LLP [PAN: AAFU3651G]**, having LLPIN AAL-3792, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
- 34. NIRGUNA BUILDERS LLP [PAN: AAOFN8534C]**, having LLPIN AAL-2630, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
- 35. INDISPENSABLE INFRASTRUCTURE LLP [PAN: AAGFI7722M]**, having LLPIN AAL-2502, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,

- 36. SANVIK REALPROJECTS LLP [PAN: ADNFS8127L]**, having LLPIN AAL-3790, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
- 37. MATASHREE INFRABUILDCON PRIVATE LIMITED [PAN: AAICM9923D]**, having CIN U70102WB2013PTC199157, a Company incorporated under the Companies Act, 1956, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
- 38. HARA INFRASTRUCTURE LLP [PAN: AAKFH9239A]**, having LLPIN AAL-2500, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
- 39. SHOOLIN DEVELOPERS LLP [PAN: ADNFS7854A]**, having LLPIN AAL-3719, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
- 40. SHOORA CITYDEVELOPERS LLP, [PAN: ADNFS8603B]**, having LLPIN AAK-9502, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,

- 41. SKAN REALCON LLP [PAN: ADNFS7853H]**, having LLPIN AAL-3726, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
- 42. BANGBHUMI INFRAPROJECTS LLP, [PAN: AASFB8549B]**, having LLPIN AAL-3721, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
- 43. JHILMIL REALTY PRIVATE LIMITED [PAN: AADCJ2243E]**, having CIN U70102WB2013PTC195359, a Company incorporated under the Companies Act, 1956, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
- 44. LAGAN INFRABUILD LLP [PAN: AAHFL3672L]**, having LLPIN AAL-3720, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
- 45. SHIVMANGAL NIKETAN LLP [PAN: ADNFS7855B]**, having LLPIN AAL-4025, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
- 46. GREENVIEW RESIDENCY PRIVATE LIMITED, [PAN: AAFCG4441F]**, having CIN U70102WB2013PTC195354, a Company incorporated under the Companies Act, 1956, a Company incorporated under the Companies Act, 1956, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,

- 47. KAILASHDHAM REAL ESTATE LLP, [PAN: AASF8751G]**, having LLPIN AAL-3865, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
- 48. GIRIDHAN COMPLEX PRIVATE LIMITED, [PAN: AAF82160B]**, having CIN U70102WB2013PTC194043, a Company incorporated under the Companies Act, 1956, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
- 49. NITYANAND MERCHANTILE LIMITED, [PAN: AABCN3324N]**, having CIN U51900WB1985PLC112721, a Company incorporated under the Companies Act, 1956, having its registered office at 1002 E M Bypass, Front Block, Post Office Dhapa, Police Station Pragati Maidan, Kolkata - 700 105,
- 50. KAMYABI DISTRIBUTORS PRIVATE LIMITED, [PAN: AADCK2371E]**, having CIN U51109WB2006PTC112109, a Company incorporated under the Companies Act, 1956, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
- 51. GREEN FIELD NIKETAN PRIVATE LIMITED, [PAN AACCG8179K]**, having CIN U45200WB2007PTC113880, a Company incorporated under the Companies Act, 1956, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
- 52. VIRTUAL VANIJYA PRIVATE LIMITED, [PAN: AACCV6037F]**, having CIN U51109WB2007PTC112858, a Company incorporated under the Companies Act, 1956, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,

- 53. SUMIT QUALITY MARBLES PRIVATE LIMITED, [PAN: AADCS6631D]**, having CIN U14101WB1996PTC081448, a Company incorporated under the Companies Act, 1956, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
- 54. SPANDAN ENCLAVE PRIVATE LIMITED, [PAN: AADCS6445D]**, having CIN U70101WB1995PTC073182, a Company incorporated under the Companies Act, 1956, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
- 55. RAINBOW ENCLAVE PRIVATE LIMITED, [PAN: AABCR2114G]**, having CIN U70101WB1995PTC073425, a Company incorporated under the Companies Act, 1956, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
- 56. RISHI ENCLAVE PRIVATE LIMITED [PAN: AADCR2221C]**, having CIN U70101WB2005PTC106534, a Company incorporated under the Companies Act, 1956, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
- 57. SIDDHARTH ADVISORY SERVICES PRIVATE LIMITED [PAN: AAJCS5765L]**, having CIN U51109WB2005PTC106495, a Company incorporated under the Companies Act, 1956, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
- 58. KASAUTI VYAPAAR PRIVATE LIMITED [PAN: AACCK9206F]**, having CIN U51109WB2006PTC107781, a Company incorporated under the Companies Act, 1956, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,

- 59. MAPLE VINCOM PRIVATE LIMITED, [PAN: AAFCM6890E]**, having CIN U51109WB2007PTC115850, a Company incorporated under the Companies Act, 1956, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
- 60. NILRATAN VINCOM PRIVATE LIMITED, [PAN: AADCN1199D]**, having CIN U51109WB2008PTC128289, a Company incorporated under the Companies Act, 1956, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
- 61. CHARNOCK ESTATE PRIVATE LIMITED, [PAN: AACCC8833C]**, having CIN U70101WB2006PTC109937, a Company incorporated under the Companies Act, 1956, having its registered office at 1002 E M Bypass, Front Block, Post Office Dhapa, Police Station Pragati Maidan, Kolkata - 700 105,
- 62. P S NIVAS & PROMOTING LLP, [PAN: AAVFP5049H]**, having LLPIN AAM-0214, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
- 63. P S NIRMAN PRIVATE LIMITED, [PAN: AADCP5063G]**, having CIN U45201WB2004PTC097867, a Company incorporated under the Companies Act, 1956, having its registered office at 1002, E M Bypass, Front Block, Post Office Dhapa, Police Station Pragati Maidan, Kolkata - 700 105,
- 64. EESHVI DEVELOPERS PRIVATE LIMITED, [PAN: AADCE3806E]**, having CIN U45400WB2013PTC193727, a Company incorporated under the Companies Act, 1956, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026

- 65. SHIV RATAN KARNANI**, having PAN AEHPK5849N, Aadhaar 7476 9578 9456, having Mobile No.9903993955, by occupation Business, son of Suraj Mal Karnani, by Nationality Indian, by faith Hindu, residing at Jasmine 4A, New Alipore Residency, 45A Buroshibtalla Main Road, Post Office- Shahpur, Police Station- Behala, Kolkata 700 038,
- 66. KANTA DEVI KARNANI**, having PAN AEHPK5830M, Aadhaar 4447 8591 4399, having Mobile No.9432230341, by occupation Housewife, wife of Shiv Ratan Karnani, by Nationality Indian, by faith Hindu, residing at Jasmine 4A, New Alipore Residency, 45A Buroshibtalla Main Road, Post Office- Shahpur, Police Station- Behala, Kolkata 700 038,
- 67. NITESH KARNANI**, having PAN AUVPK2991H, Aadhaar 5071 0454 0910, having Mobile No.9903958686, by occupation Business, son of Shiv Ratan Karnani, by Nationality Indian, by faith Hindu, residing at Jasmine 4A, New Alipore Residency, 45A Buroshibtalla Main Road, Post Office- Shahpur, Police Station- Behala, Kolkata 700 038,
- 68. ANKITA KARNANI**, having PAN AWMPM3396F, Aadhaar 5080 0904 2130, having Mobile No.9830064866, by occupation Business, wife of Nitesh Karnani, by Nationality Indian, by faith Hindu, residing at Jasmine 4A, New Alipore Residency, 45A Buroshibtalla Main Road, Post Office- Shahpur, Police Station- Behala, Kolkata 700 038,
- 69. NITESH KARNANI & SONS HUF**, having PAN AAJHN7780D, a Hindu Undivided Family, having its office at 18, Rabindra Sarani, Poddar Court, Gate No. 2, 6th Floor, Room No. 2, Post Office – GPO, Police Station – Hare Street, Kolkata 700001, represented by its Karta, **NITESH KARNANI**, having PAN AUVPK2991H, Aadhaar 5071 0454 0910, having Mobile No.9903958686, son of Shiv Ratan Karnani, residing at Jasmine 4A, New Alipore Residency, 45A Buroshibtalla Main Road, Post Office- Shahpur, Police Station- Behala, Kolkata 700 038,

70. **BISWANATH ACRES LLP**, having PAN AAVFB2082Q, having LLPIN AAP-7513,
71. **BISWANATH HOUSING LLP**, having PAN AAVFB2080N, having LLPIN AAP-7545,
72. **BISWANATH PROPERTY NIRMAAN LLP**, having PAN AAVFB2085K, having LLPIN AAP-7782
73. **BISWANATH PROPERTY DEVELOPERS LLP**, having PAN AAVFB2087M, having LLPIN AAP-7524,

Nos. 73 to 76 - all Limited Liability Partnership, having their registered office at 39, Kali Krishna Tagore Street, Post Office Burrabazar, Police Station Jorasanko, Kolkata 700 007,

74. **BISWANATH REALUNITY LLP**, having PAN AAVFB2077K, having LLPIN AAP-7528,
75. **BISWANATH NEEV NIRMAAN LLP**, having PAN AAVFB2088E, having LLPIN AAP-7523 and
76. **BISWANATH REALTORS LLP**, having PAN AAVFB2079H, having LLPIN AAP-7529,

Nos. 74 to 76 all Limited Liability Partnership, having their having their registered office at 39, Kali Krishna Tagore Street, Post Office Burrabazar, Police Station Jorasanko, Kolkata 700 007,

all represented by their Constituted Attorney,
 _____ (Aadhar No. _____)
 [Mobile No. _____], son of _____, residing at

_____, Police Station - _____, Post Office- _____, Kolkata - _____, duly appointed by the Powers of Attorney dated 20th January, 2020 and 22nd January, 2020, both registered with the District Sub-Registrar III, South 24 Parganas and recorded in Book No. I, Volume No. 1603-2020, Pages 7712 to 7790, Being No. 160300216 for the year 2020, and Book No. I, Volume No. 1603-2020, Pages 9447 to 9486, Being No. 160300287 for the year 2020, respectively, all hereinafter collectively referred to as the "**OWNERS**" "**VENDOR/OWNER**" (which term or expression shall unless excluded by or repugnant to the subject or context mean and include each one of them and each of their respective successor or successors in interest and permitted assigns) of the **FIRST PART**

AND

PS VINAYAK HOMES LLP , [PAN AACFW2320H], having LLPIN AAF-7400, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 1002, E M Bypass, Front Block, Post Office – Dhapa, Police Station Pragati Maidan, Kolkata – 700 105, represented by its Authorised Signatory _____, son of Sri _____, residing at _____, _____, Post office - _____, Police Station - _____, Kolkata - 700 _____, having Permanent Account No. _____ (**Mobile No.** _____) (**Aadhaar No.** _____), vide a Board Resolution dated _____, hereinafter referred to as "**the DEVELOPER/PROMOTER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and assigns) of the **SECOND PART:**

AND

Mr [___], son of [___], PAN No: [___], AAADHAR No: [___] and Mrs [___], wife of [___], PAN No: [___], AAADHAR No: [___], both residing at [___], (hereinafter collectively referred to as the "**Purchaser/Allottee**", which expression shall unless repugnant to the context or meaning thereof mean and include his/her/their heirs, representatives, successors-in-interest, executors and/or permitted assigns) of the **THIRD PART**.

[OR]

[___], a company incorporated under the Companies Act, 1956 and having its registered office at [___] P.O [___], P.S [___], having PAN: [___], represented by its authorized representative Mr [___], son of [___], residing at [___], P.O [___], P.S [___], having Aadhar No. [___], authorized vide board resolution dated [___], (hereinafter referred to as the "**Purchaser/Allottee**", which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-interest and permitted assigns) of the **THIRD PART**.

[OR]

[___] [PAN: [___]], a partnership firm established under the Indian Partnership Act, 1932 and having its office at [___] P.O [___] P.S [___] and represented by its authorised partner [___] [PAN: [___]], [AAADHAR No: [___]], son of [___] and residing at [___] P.S [___] P.O [___], (hereinafter referred to as the "**Purchaser/Allottee**", which expression shall unless repugnant to the context or meaning thereof mean and include the partners of the firm for the time being and their successors and permitted assigns) of the **THIRD PART**.

[OR]

[__] [PAN: [__]], a trust/society established under the Indian Trusts Act, 1882/Societies Registration Act, 1860 and having its office at [__] P.S [__] P.O [__] and represented by its [__] Mr [__] [PAN: [__]], [AAADHAR No: [__]], son of [__] and residing at [__] P.S [__] P.O [__], (hereinafter referred to as the "**Purchaser/Allottee**", which expression shall unless repugnant to the context or meaning thereof mean and include all the trustees of the trust for the time being/all the members of the Governing Body of the society for the time being and their successors-in-office and permitted assigns) of the **THIRD PART**.

[OR]

Mr [__] [PAN: [__]], [AAADHAR No: [__]], son of [__] residing at [__] P.S [__] P.O [__] for self and as the Karta of the Hindu Joint Mitakshara Family known as [__] HUF [PAN: [__]], having its place of business/residence at [__] P.S [__] P.O [__] (hereinafter referred to as the "**Purchaser/Allottee**", which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART** :

The Owner, Promoter and the Allottee shall hereinafter collectively be referred to as the "**Parties**" and individually as "**Party**".

WHEREAS:

- A. Unless, in these presents, there be something contrary or repugnant to the subject or context, the terms / expressions mentioned in **Annexure "A"** hereto shall have the meaning assigned to them as therein mentioned.

- B. The Owners are the owners of their respective pieces of land comprised in all that piece and parcel of land admeasuring more or less [___] (more fully and particularly described in **First Schedule PART I** hereunder written and hereinafter referred to as the "**Said Premises**"). The vesting of the ownership of the Said Premises in favour of the Owners is more particularly detailed in **First Schedule PART III** hereunder.

- C. The Owners desired to develop Said Premises comprising of residential segment and for that purpose had approached with the proposal of development of the Said Premises wherein the Owners would allow, permit and that the Promoter would have all right power and authority to develop the Said Premises at its own cost and expenses.

- D. Pursuant to the above, by 2(two) registered Joint Development Agreements dated dated 15th January, 2020 and 22nd January, 2020 ("**Development Agreement**") executed between the Owners and Promoter and registered at the office of the District Sub-Registrar III, South 24 Parganas and recorded in Book No. I, Volume No. 1603-2020, Pages 7382 to 7478, Being No. 160300201 for the year 2020, and Book

No. I, Volume No. 1603-2020, Pages 9392 to 9446, Being No. 160300286 for the year 2020 the Owners granted to Promoter the right to develop Said Premises comprising of residential segment. Pursuant to the said Development Agreement, 2 (two) Powers of Attorney dated 20th January, 2020 and 22nd January, 2020 to the Promoter (hereinafter referred to as Powers of Attorney") to act in their place and stead and to represent them in all matters and purposes concerning the said Project. The said two Powers of Attorney dated 20th January, 2020 and 22nd January, 2020 have been registered with the District Sub-Registrar III, South 24 Parganas and recorded in Book No. I, Volume No. 1603-2020, Pages 7712 to 7790, Being No. 160300216 for the year 2020, and Book No. I, Volume No. 1603-2020, Pages 9447 to 9486, Being No. 160300287 for the year 2020, respectively.

- E. In pursuance of the said Development Agreement, the Promoter has caused a map or plan being by the Kolkata Municipal Corporation, being B.S. No. 2019130116 dated 21.09.2019 hereinafter referred to as the said "Plan") sanctioned by the concerned authorities whereby the Promoter has become entitled to undertake development of the said Premises by causing new building(s) to be constructed at the said Premises comprising of various apartments constructed spaces having a specific area of land dedicated to such building and also sanctioned car parking spaces and the said Project has been named as "NAVYOM" ("Project") developed in two phases. The Promoter constructed and developed a total of 10 (Ten) towers being Tower Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10 on the Project Land out of which the Promoter completed Tower Nos. 1, 2, 3, 4, 5 & 6, which the Owners and the Promoter have declared to be the first phase ("**Phase I**" / "**First Phase**") of the Project. Simultaneously, the Promoter has also

completed the construction of Towers 7, 8, 9 & 10 on the portion of land demarcated out of the Project Land ("**Phase II Land**" / "**Said Land**") (Part II of the FIRST SCHEDULE)

- F. The Promoter has caused a plan to be sanctioned by the Kolkata Municipal Corporation, being B.S. No. 2019130116 dated 21.09.2019 and thereafter caused to modify the plan ("**Plan**" which includes all modification of the plan), for construction of a total of 10 (Ten) towers being Tower Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10 on the Project Land out of which the Promoter has commenced at the first instance construction and marketing of residential apartments and other spaces comprised in and forming part of Tower Nos. 1, 2, 3, 4, 5 & 6, which the Owners and the Promoter have declared to be the first phase ("**Phase I**" / "**First Phase**") of the Project. Simultaneously, the Promoter has also commenced the construction and marketing of residential apartments and other spaces comprised in and forming part of Towers 7, 8, 9 & 10 on the portion of land demarcated out of the Project Land ("**Phase II Land**" / "**Said Land**"), more particularly mentioned and described in the **Second Schedule** hereto, which the Owners and the Promoter have declared to be the second phase of the Project ("**said Phase**" / "**Phase II**").
- G.
- H. The Promoter has completed the construction of the Project (as hereinafter defined) at the said Premises in accordance with the Plan sanctioned by the concerned authorities and the Kolkata Municipal Corporation has issued a Full Completion Certificate vide Completion CaseNo. _____ dated _____.
- I. The Purchaser, being desirous of purchasing an Apartment in the

Project, applied to the Promoter vide prescribed Application Form No. [] dated [] ("**Application Form**") and has been allotted vide letter dated [] ("**Allotment Letter**") by the Promoter an Apartment being Unit no. [] having carpet area of [] square feet and Exclusive Balcony/Verandah/Open Terrace Area Or "EBVT Area", if any, having area of [] square feet aggregating to Net Area of [] square feet:

AREA	Sq.Ft
Carpet Area of Unit	
EBVT Area	
Net Area= (Carpet Area of Unit + EBVT Area)	

type [], on [] floor in the Building ("**Unit**") along with [] number of garage/covered car parking space bearing nos. [] in the [] [*Please insert the location of the garage/covered parking*], ("**Garage**") as permissible under the applicable law and of pro rata share in the Common Areas (*defined hereinafter*) (the Unit and Garage, forming part of the promoter's allocation hereinafter collectively referred to as the "**Apartment**", more particularly described in **Part I Second Schedule** and the floor plan of the Apartment are annexed hereto and marked as **Part II Second Schedule**) and having the specifications mentioned in **Part III Second Schedule** herein together with right to use the proportionate undivided shares in the Common Areas (defined below) for a total consideration of Rs [] (Rupees []) ("**Total Price**")

1. Subsequently, by an Agreement for Sale dated _____ and registered with Additional Registrar of Assurances-____, Kolkata in Book No.

____, Volume No. _____, Pages from _____ to _____ being No. _____ for the year _____ the Promoter had agreed to sell and transfer to the Allottee **All That the said Apartment** morefully described in the **PART I - SECOND SCHEDULE** for the consideration and on the terms and conditions thereinmentioned (hereinafter referred to as "the **Sale Agreement**"). In case there is any discrepancy between the terms of these presents and the Sale Agreement, the terms contained in these presents shall prevail.

- K. The said Apartment, the Common Areas and Installations is complete in all respects to the full and final satisfaction of the Allottee. The Promoter has delivered possession of the said Apartment to the Allottee at or before the execution of these presents. Upon completion if there has been a variation in the areas of the said Apartment and accordingly the areas and the consideration amount mentioned in the Sale Agreement have been modified.
- L. The Promoter has duly complied with its obligations contained in the said Sale Agreement as modified by these presents and is not in default of its obligations therein, which the Allottee doth hereby confirm, and similarly the Promoter hereby confirms that the Allottee has made full payment of the Total / Agreed Price to the Promoter.
- M. The Allottee has now requested the Owner and the Promoter to convey the said Apartment in favour of the Allottee.
- N. At or before the execution hereof, the Allottee has fully satisfied itself with regard to the following:

- (i) The rights title and interest of the Owner to the said Premises;
 - (ii) The facts hereinbefore recited. The workmanship and quality of construction of the said Apartment and the Project, including the structural stability of the same.
 - (iii) The total area comprised in the said Apartment / Unit.
 - (iv) The Completion Certificate issued by the Kolkata Municipal Corporation.
 - (v) The final scheme of user and enjoyment of the Common Areas and Installations as contained in these presents.
- O. The Allottee has conducted necessary due diligence and fully satisfied itself about the title of the Owner to the said Premises and all legal incidents and matters in relation thereto and/or affecting the same, including those hereinbefore recited and also hereinafter stated, and has accepted the same to be free from all encumbrances whatsoever (save matters expressly mentioned herein) and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith. Notwithstanding anything contained above or anywhere in these presents or the Sale Agreement, the Allottee's right to receive compensation under the applicable laws shall not be restricted by any representations or covenants of the Purchaser.

I. NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in consideration of the sum of Rs. _____ (Rupees _____) only paid by the Purchaser to the Promoter at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt hereunder written admit and acknowledge and from the same and every part thereof hereby forever acquit release and discharge

the Purchaser), the Owner and the Promoter doth hereby grant sell convey transfer release assign and assure unto and to the Purchaser **ALL THAT** the said Apartment described in the **PART I SECOND SCHEDULE** hereunder written **TOGETHER WITH** proportionate undivided indivisible impartible share in the Common Areas and Installations described in the **THIRD SCHEDULE** hereunder written **AND** all the estate right title and interest of the Promoter into or upon the said Apartment and every part thereof, with all legal incidents thereof **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the said Apartment **TOGETHER WITH** easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Apartment as set out in the **FIFTH SCHEDULE** hereunder written **TO HAVE AND TO HOLD** the said Apartment and every part thereof unto and to the use of the Purchaser absolutely and forever free from all encumbrances and liabilities whatsoever with clear and marketable title **TOGETHER WITH** the free, unfettered, transferable and heritable rights of the Purchaser to own, use, occupy and enjoy the Said Apartment as absolute owner thereof with all other rights and properties herein mentioned **SUBJECT NEVERTHELESS TO** the Allottee's covenants and agreements herein contained and also in the Sale Agreement and on the part of the Allottee to be observed fulfilled and performed **EXCEPTING AND RESERVING** unto the Promoter and the persons deriving title from the Promoter such easements quasi-easements rights and privileges as set out in the **SIXTH SCHEDULE** hereunder written **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 (described in the **FOURTH SCHEDULE** hereunder written) proportionately and all other outgoings in connection with the said

Apartment wholly and the said Premises and in particular the Common Areas and Installations proportionately.

II. THE OWNER AND PROMOTER DOTH HEREBY COVENANT WITH THE ALLOTTEE as follows:-

- i) The interest which the Owner and the Promoter professes to transfer subsists and that the Promoter has 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.
- ii) 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 own, 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 Promoter or any person claiming through or under the Promoter.
- iii) The Promoter shall upon 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.
- iv) In case any structural defect or any other defect in workmanship,

quality or provision of services or any other obligations of the Promoter as per the Sale Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Purchaser from the date of completion certificate, the Promoter shall rectify such defects,. Provided that the Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Allottee (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Promoter.

It is expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving to the Promoter the opportunity to inspect assess and determine the nature of such defect (which inspection Promoter shall be required to complete within 15 days of receipt of the notice from the Allottee), alters the state and condition of such defect, then the Promoter shall be relieved of its obligations contained in the para immediately preceding and the Allottee shall not be entitled to any cost or compensation in respect thereof.

- v) The Promoter undertakes to co-operate with the Purchaser and provide necessary support and sign and execute all necessary documents so as to enable the Purchaser's name to be reflected in all concerned government records as the sole, exclusive and absolute owner of the Apartment at the cost of the Purchaser.
- vi) The Promoter has paid all outgoings before transferring the physical possession of the Apartment to the allottees, which it has collected from

the allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project and within the scope of the Promoter). If the promoter fails to pay all or any of the outgoings collected by it from the allottees or any liabilities, mortgage loan and interest thereon (which are within the scope of the Promoter) before transferring the apartment to the Allottees, the promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charge, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

III. THE OWNER AND PROMOTER DOOTH HEREBY REPRESENT AND WARRANT TO THE PURCHASER as follows:

The Promoter doth hereby repeats and reiterates all representations and warranties, as made in the Sale Agreement and in addition to that further represents and warrants to the Purchaser that:

- i) The Owner and Promoter assures the Purchaser that the Promoter has the right to execute this Deed of Conveyance and has not committed or omitted to perform any act or thing, whereby the right title and interest of the Allottees created herein, may be prejudicially affected.
- ii) the Apartment, the Common Areas and the Project are complete in all respect, habitable and have been constructed and developed

without any workmanship or quality or structural defect.

- iii) The transfer of the proportionate undivided indivisible impartible share in the Common Areas and Installations in the name of the Allottee is being done in the capacity of the Allottee as a trustee on behalf of and for the benefit of the Association / Maintenance Company (as applicable) to be ultimately formed for the Project and that the Allottee shall transfer the proportionate undivided indivisible impartible share in the Common Areas and Installations in favour of the Association / Maintenance Company (as applicable) at its own costs at the appropriate time after formation of the Association / Maintenance Company (as applicable) and/or at such time when all the Allottees of different Units transfer their proportionate undivided indivisible impartible share in the Common Areas and Installations in favour of the Association / Maintenance Company (as applicable). The Promoter is under an obligation to transfer in favour of the Allottee the proportionate undivided indivisible impartible share in the Common Areas and Installations in respect of the said Apartment. From Section 17 of the Real Estate (Regulation and Development) Act, 2016 it appears that the undivided proportionate title in the Common Areas and Installations is to be transferred to the Association in addition to handing over of the Common Areas and Installations to the Association. However, from Clause 10 of Annexure 'A' to the West Bengal Real Estate (Regulation and Development) Rules, 2021 it appears that by the Deed of Conveyance, title of the said Apartment together with proportionate indivisible share in the Common Areas and Installations are to be transferred to the Allottee. It also appears from Section 5(2) of the WB Apartment Ownership Act, 1972 that

undivided interest in the common areas and facilities shall be deemed to be conveyed or encumbered with the apartment even though such interest is not expressly mentioned in the conveyance. Accordingly, there is contradiction, ambiguity and/or lack of clarity regarding transfer of the undivided proportionate share in the Common Areas and Installations. Further as per the registration procedure followed by the Registration Authorities in West Bengal for registering Deeds of Conveyance regarding flats/apartments, the market valuation of the flats/apartments is to be ascertained from the website of the Registration Authorities and the same is required to be approved by the Registration Authorities for enabling the Deeds of Conveyance to be registered. The Market Valuation e-Assessment Slip regarding any flat/apartment can be generated only on the basis of super built-up area which includes the undivided proportionate share in the Common Areas and Installations and market valuation is made on such basis taking into consideration the undivided proportionate share in the Common Areas and Installations. Stamp duty and registration fees are payable on the basis of such valuation including undivided proportionate share in the Common Areas and Installations without which the Deed of Conveyance cannot be registered. Under the aforesaid circumstances, it is not possible for the Promoter to execute this Deed of Conveyance in favour of the Purchaser only in respect of the said Apartment excluding the proportionate undivided indivisible impartible share in the Common Areas and Installations in respect of the said Apartment. Further and in any event, presently there is no procedure for registration of a Deed of Transfer / Conveyance of undivided proportionate share in the Common Areas and Installations in favour of the Association

without any consideration. The consideration for the undivided proportionate share in the Common Areas and Installations is being paid by the Allottee and no amount is or shall be receivable by the Promoter from the Association. Under the circumstances, at present there is no practical method of transfer of undivided proportionate share in the Common Areas and Installations in favour of the Association without payment of any consideration. In view of the above situation, the Promoter has no option but to execute this Deed of Conveyance in favour of the Allottee transferring also the undivided proportionate share in the Common Areas and Installations since the stamp duty and registration fees are being paid by the Allottee on such basis and in as much as the ultimate aim of the Real Estate (Regulation and Development) Act, 2016 including Section 17 thereof and Annexure A of the Rules is that the Promoter should not retain ownership of the undivided proportionate share in the Common Areas and Installations which should be transferred to the Allottee and/or for his benefit to the Association. Under such circumstances, the Promoter is hereby discharging its obligation of transfer of the proportionate undivided indivisible impartible share in the Common Areas and Installations in respect of the said Apartment in favour of the Allottee herein with the understanding that the Allottee shall hold the same in trust for the Association / Maintenance Company (as applicable) to be formed in future in respect of the Project and shall transfer the same to such Association / Maintenance Company (as applicable) in accordance with law, if and when clarity is available on the above issue. If necessary, the Promoter agrees to join as a party to such deed and/ or document for transfer of undivided proportionate share in the Common Areas and Installations in favour of the

Association / Maintenance Company (as applicable). The stamp duty and registration fees, if any, for such transfer shall be payable by the Purchaser proportionately along with all the Allottees of the Project.

IV. THE ALLOTTEE DOETH HEREBY COVENANT WITH THE PROMOTER asfollows:

- A. The Allottee so as to bind himself to the Promoter and the other Allottees and so that this covenant shall be for the benefit of the Project and other apartments / units therein hereby covenants with the Promoter and with all the other allottees that the Allottee and all other persons deriving title under them will at all times hereafter observe the terms conditions covenants restrictions set-forth herein and also in the said Sale Agreement, which shall apply mutatis mutandis.
- B. In terms of the Sale Agreement, the Allottee has at or before the execution hereof deposit and/or keep deposited with the Promoter a sum of Rs. _____/- (Rupees _____) only to remain in deposit with the Promoter and in the event of any default by the Allottee in making payment of the municipal and other rates taxes (if applicable) and outgoings, electricity charges, maintenance charges and proportionate liability towards the Common Expenses (including those mentioned in the **Fourth Schedule**) within the due dates and in the manner mentioned hereunder, the Promoter in their sole discretion and without prejudice to the other rights and remedies available to the Promoter, be entitled to meet out of the said deposit the amount/s under default. At the time of handover of the common

areas and the common purposes to the Association / Maintenance Company, the Promoter shall transfer the balance lying in the said deposit account of the Allottee to the Association / Maintenance Company.

V. MAINTENANCE OF THE SAID BUILDINGS/APARTMENT/PROJECT

The Promoter shall be responsible to provide and maintain the Project, including the Common Areas and Installations and the essential services, till taking over of the maintenance of the Project by the Association of Allottees subject to Allottees making payment of the maintenance charges agreed under these presents.

The terms conditions covenants restrictions etc., pertaining to use and enjoyment of the Common Areas and Installations of the Project are contained in **Annexure "B"** hereto and all the Allottees of Apartments / Units shall be bound and obliged to comply with the same.

VI. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter / maintenance agency / association of allottees, as the case may be, shall have rights of unrestricted access of all Common Areas, garages / covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Promoter / association of allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due prior written notice of 48 hours and during the normal working hours, unless

emergent circumstances warrant otherwise, with a view to set right any defect.

VII. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's, waiting room(s) / storage room(s) / changing room / wash room for staff etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basement(s) in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

VIII. COMPLIANCE WITH RESPECT TO THE APARTMENT:

- a. The Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her/its own costs, in good repair and condition and shall not do or suffer to be done anything in or to the Buildings, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment, and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and

ensure that the support, shelter etc. of the Buildings are not in any way damaged or jeopardized.

- b. The Allottee further undertakes, assures and guarantees that he/she/it would not put any signboard/name-plate, neon light, publicity material or advertisement material etc. on the face / façade of the Building(s) or anywhere on the exterior of the Project, buildings therein or the Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Buildings. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment.
- c. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by the association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

IX. OTHER PROVISIONS:

- a. Save the said Apartment the Allottee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas or parking spaces to the extent

not forming part of the Common Areas and Installations and the Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Promoter, in its absolute discretion, shall think fit and proper and the Allottee hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Promoter exclusively.

- b. The said Apartment is liable to be assessed to municipal tax for the quarter subsequent to the quarter in which the said Building(s) have been granted Full Completion Certificate. The Allottee shall within 6 (six) months from the date hereof apply for at his own costs separate assessment and mutation of the said Apartment in the records of the Kolkata Municipal Corporation.
- c. In case of any amount (including maintenance charges) being due and payable by the Allottee to the Promoter and/or the Maintenance In-Charge, the Allottee shall not be entitled to let out, transfer or part with the possession of the said Apartment till the time the same are fully paid and No Dues Certificate is obtained from the Promoter and/or the Maintenance In-Charge or the association of allottees, as applicable.
- d. The Promoter shall in its sole discretion be entitled to sell transfer deal with and/or otherwise dispose off the Parking Spaces and parking rights and/or grant to any allottee the right to park motor cars and/or other vehicles in or at the Parking Spaces save and

except the Parking Spaces allotted to the Allottee herein.

- e. Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter shall be exclusively entitled to and shall have the exclusive right to install its own glow sign / signage without any fee or charge and also to install and/or permit any telecom company or service provider to install Towers, V-Sat, Dish or other Antennas or installations of any nature on the roofs for the time being of the Buildings or any part thereof on such terms and conditions as the Promoter may in its sole discretion think fit and proper without any objection or hindrance from the Allottee, and the Allottee hereby consent to the same;
- f. The Allottee shall have no connection whatsoever with the purchasers / buyers of the other Units and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Allottee and the other Allottees (either express or implied) and the Allottee shall be responsible to the Promoter for fulfillment of the Allottee's obligations and the Allottee's obligations and the Promoter's rights shall in no way be affected or prejudiced thereby.
- g. The properties and rights hereby transferred to the Allottee is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner. 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 contained shall run with the land.

- h. The Allottee shall be and remain responsible for and indemnify the Promoter and the Maintenance In-charge against all damages costs claims demands and proceedings occasioned to the said Premises or any other part of the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions of the Sale Agreement and these presents to be observed fulfilled and performed by the Allottee. Similarly, the Promoter shall also be and remain responsible for and indemnify and shall keep indemnified and harmless the Allottee against all damages costs claims demands and proceedings occasioned due to any breach or non-observance non-fulfillment or non-performance of the terms and conditions of the Sale Agreement and these presents to be observed fulfilled and performed by the Promoter or due to the Pending Litigation. It is being clarified that the Allottee is not to bear any expenditure and/or outgoings in respect to the Pending Litigations.
- i. The Project at the said Premises shall bear the name "NAVYOM" unless changed by the Promoter from time to time in its absolute discretion and the Logo " _____ " shall always be displayed at a prominent place in the Project.
- j. The paragraph heading(s) do not form a part of this Indenture and

have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation thereof.

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

SIGNED AND DELIVERED by the
withinnamed **OWNER** in the
presence of:

SIGNED AND DELIVERED by the
within named **PROMOTER** in
the presence of:

SIGNED AND DELIVERED by the
withinnamed **ALLOTTEE** in
the presence of:

SCHEDULES
THE FIRST SCHEDULE ABOVE
REFERRED TO:PART-I
(THE SAID PREMISES)

ALL THAT piece and parcel of land admeasuring 7.42 acres (more or less) however physical measurement is found to be 7.02 acres at Premises No. 48, Manmohan Banerjee Road, Police Station - Behala, Kolkata 700038 within the municipal limits of Ward No. 118 of the Kolkata Municipal Corporation and comprised in and being part of the R.S. Dag Nos. mentioned in the table below in Mouza Punja Sahapur, R.S. Khatian Nos. 501, 1677, 1678, 1679, 1680, 1426, 1194 and 446, J.L. No. 9, Touzi Nos. 159, 206 and 210, in the District of South 24-Parganas, in the State of West Bengal;

Sl. No.	Dag No.	Area (Dec)
1	272	74
2	243/2624	5
3	243/2625	5
4	271	90
5	273	118
6	274	411
7	276	14
8	274/690	25
	Total:	742

and butted and bounded in the manner following, i.e., to say as follows: -

On the NORTH - By Dag Nos. 256, 1142, 1143, 1145, 1146;

On the SOUTH- Party by Premises No. 49A, Manmohan Banerjee Road and partly by 9.15 meter wide Manmohan Banerjee Road;

On the EAST - Partly by Premises No. 49A, Manmohan Banerjee Road
and partly by Dag Nos. 2647, 2648, 2625(P); and

On the WEST - By Premises No. 39/1, Agarwala Garden Road.

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 II)

ALL THAT piece and parcel of land admeasuring 2.602 acres (more or less) out the said Project Land admeasuring 7.42 acres however physical measurement is found to be 7.02 acres at Premises no. 48 Manmohan Banerjee Road, Police Station - Behala, Kolkata 700038 within the municipal limits of Ward No.118 of the Kolkata Municipal Corporation and butted and bounded by:

- On the NORTH - By 9.15m wide Manmohan Banerjee Road and Navyom Phase I and Dag No 275(P);
- On the SOUTH - By Dag nos. 1236, 635, 280;
- On the EAST - By Premises No.49A, Manmohan Banerjee Road and Dag nos. 634,278(P); and
- On the WEST - By Premises No. 39/1, Agarwala Garden Road.

PART-II
(Title)

Premises No. 48, Mon Mohan Banerjee Road - Entire Project Land

- A. By six separate Indentures all registered at the Office of the District Sub-Registrar-II, South 24 Parganas in Book No. 1, the Owner No. 1 herein, **EKDANT INFRACON PRIVATE LIMITED, ÉCLAIR INFRAPROJECTS PRIVATE LIMITED, WRIDDHI TOWER PRIVATE LIMITED, WRIDDHI DEVELOPER PRIVATE LIMITED, IKKA INFRA PROJECTS PRIVATE LIMITED and IKKA TOWER PRIVATE LIMITED** alongwith one Éclair Infracon Private Limited purchased and acquired All That the land containing an undivided area of (i) 74 decimal, be the same a little more or less, comprised in R.S. Dag No. 272, under R.S. Khatian Nos.1677, 1678, 1679 and 1680, in Mouza Punja Sahapur, J.L. No.9, Police

Station Behala being Premises No.48, Mon Mohan Banerjee Road (hereinafter referred to the **1st Land of Phase I**) (ii) 5 decimal, be the same a little more or less, comprised in R.S. Dag No.243/2624, under R.S. Khatian No.1426, in Mouza Punja Sahapur, J.L. No.9, Police Station Behala being Premises No.41A, Mon Mohan Banerjee Road New Alipore, (hereinafter referred to the **2nd Land of Phase I**) and (iii) 5 decimal, be the same a little more or less, comprised in R.S. Dag No.243/2625, under R.S. Khatian No.1194, in Mouza Punja Sahapur, J.L. No.9, Police Station Behala being Premises No.37, Mon Mohan Banerjee Road, totaling to land containing an area of 84 decimal (hereinafter referred to the **3rd Land of Phase I**), be the same a little more or less. For the sake of brevity 1st Land of Phase I, 2nd Land of Phase I and 3rd Land of Phase I are collectively referred to as the **SAID ENTIRE PHASE I LAND**), in the following manner:-

Property in detail	Date	Vendor/s	CD Volume No.	Pages	Being No.	Total area sold
R.S. Dag No.272 premises No.48, Manmohan Banerjee Road	16.04.2013	Sauradyuti Ghatak & others	6	14361-14376	4749	19 decimal
R.S. Dag No.272 premises No.48, Manmohan Banerjee Road	16.04.2013	Manashi Chatterjee & another	7	2390-2404	4940	19 decimal
R.S. Dag No.272 premises No.48,	17.04.2013	Anjali Ghatak & others	6	14377-14397	4748	17 decimal

Manmohan Banerjee Road						
R.S. Dag No.272 premises No.48, Manmohan Banerjee Road	21.05.2013	Bandana Ghatak	9	1797-1811	5855	18 decimal
R.S. Dag No.272 premises No.48, Manmohan Banerjee Road	18.09.2013	Mayukh Mukherjee	19	9805-9817	10474	1 decimal
R.S. Dag No.243/2624, premises No.41A, Manmohan Banerjee Road New Alipore	25.10.2013	Akriti Highrise Private Limited	21	656 - 669	11517	5 decimal
R.S. Dag No.243/2625, premises No.37, Manmohan Banerjee Road						5 decimal

Total	84 decimal
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- B. By the two separate Indentures both registered at the Office of the District Sub-Registrar-II, South 24 Parganas in Book No. I, IKKA INFRA PRIVATE LIMITED the Owner No. 1 herein, EKDANT INFRACON PRIVATE LIMITED, ÉCLAIR INFRAPROJECTS PRIVATE LIMITED, WRIDDHI TOWER PRIVATE LIMITED, WRIDDHI DEVELOPER PRIVATE LIMITED, IKKA INFRA PROJECTS PRIVATE LIMITED and IKKA TOWER PRIVATE LIMITED jointly purchased and acquired from the said Éclair Infracon Private Limited All That its share in the said entire land containing an area of 11.5 decimal, be the same or a little more or less (hereinafter referred to as the **PORTION OF SAID ENTIRE PHASE I LAND**), in the following manner:-

Property in detail	Date	CD Volume No.	Pages	Being No.	Area sold
R.S. Dag No.272 premises No.48, Manmohan Banerjee Road	29.01.2015	2	3709 - 3720	931	0.875 decimal
R.S. Dag No.272 premises No.48, Manmohan Banerjee Road	17.02.2015	4	6347	2537	9.25 decimal
R.S. Dag No.243/2624, premises			- 6361		0.625 decimal

No.41A, Manmohan Banerjee Road New Alipore					
R.S. Dag No.243/2625, premises No.37, Manmohan Banerjee Road					0.75 decimal
Total					11.5 decimal

- C. The Owner No. 1, **EKDANT INFRACON PRIVATE LIMITED, ÉCLAIR INFRAPROJECTS PRIVATE LIMITED, WRIDDHI TOWER PRIVATE LIMITED, WRIDDHI DEVELOPER PRIVATE LIMITED, IKKA INFRA PROJECTS PRIVATE LIMITED** and **IKKA TOWER PRIVATE LIMITED** became seized and possessed of All That the said Entire First Phase land containing an area of 84 decimal, be the same a little more or less and jointly have recorded their respective names in respect of the same in the records of Block Land and Land Reforms Office at Thakurpukur-Metiabruz and Kolkata Municipal Corporation. The Owner No. 1, **EKDANT INFRACON PRIVATE LIMITED, ÉCLAIR INFRAPROJECTS PRIVATE LIMITED, WRIDDHI TOWER PRIVATE LIMITED, WRIDDHI DEVELOPER PRIVATE LIMITED, IKKA INFRA PROJECTS PRIVATE LIMITED** and **IKKA TOWER PRIVATE LIMITED** also amalgamated the said 1st land of Phase I, 2nd land of Phase I and 3rd land of Phase I in the records of Kolkata Municipal Corporation and the Kolkata Municipal Corporation had approved and allotted premises No.48, Mon Mohan Banerjee Road, Assessee No. 411180700461 to the said Entire Phase I Land.

- D. By a Deed of Conveyance dated 9th February 2017 made between the said Ekdant Infracon Private Limited , Éclair Infracprojects Private Limited , Wriddhi Tower Private Limited, Wriddhi Developer Private Limited, Ikka Infracprojects Private Limited, Ikka Infra Private Limited (the Owner No.1) and Ikka Tower Private Limited, therein referred to as the Vendors of the First Part, Epistle Builders Private Limited & 63 other companies, therein referred to as the Part-I Purchasers of the Second Part and herein Owner Nos. 2 to 64 and one K.C. Manufacturers (India) Pvt. Ltd., and PS Nivas & Promoting Private Limited & 4 other companies therein referred to as the Part II Purchasers of the Third Part and herein Owner Nos. 61, 62, 65, 66 and 67 and registered with the DSR II, South 24 Parganas, in Book No. I, Volume No. 1602-2017, Pages 25694 to 25756, Being No. 160200840 for the year 2017, the Vendors therein, at and for the consideration mentioned therein , sold , conveyed and transferred unto and to the said Owner Nos. 2 to 64 and one K.C. Manufacturers (India) Pvt. Ltd. And to the Owner Nos. 61 to 62 and Owner Nos. 65 to 67 ALL THAT undivided 2 decimals out of the Entire Phase I Land (1 decimal each to the said Owner Nos. 2 to 64 and one K.C. Manufacturers (India) Pvt. Ltd. and Owner Nos. 61 to 62 and Owner Nos. 65 to 67), absolutely and forever.
- E. In the abovementioned premises, the Owner Nos. 1 to 67 herein and **Ekdant Infracon Private Limited, Éclair Infracprojects Private Limited, Wriddhi Tower Private Limited, Wriddhi Developer Private Limited, Ikka Infra Projects Private Limited, Ikka Tower Private Limited and K.C. Manufacturers (India) Pvt. Ltd.**, became the joint absolute owners of the Entire Phase I Land being Premises No. 48, Mon Mohan Banerjee Road.

Premises No. 49A, Manmohan Banerjee Road, Kolkata - PHASE II ENTIRE LAND

- G. By another Deed of Conveyance dated 22nd day of March, 2011, made between one Clarity Barter Private Limited & 59 other Companies, therein referred to as the Vendors of the One Part and one Tara Maa Vyapaar Private Limited, Geetham Traders Private Limited and Marvel Tie-Up Private Limited therein referred to as the Purchasers of the Other Part and registered at the Office of the District Sub-Registrar-II, South 24 Parganas in Book No. I, CD Volume

No.7, Pages from 1085 to 1110 Being No.03429 for the year 2011, the Vendors therein granted transferred conveyed assigned and assured unto and in favour of the Purchasers therein All That piece and parcel of land containing an area of 12.5 decimal, be the same a little more or less, lying situate at Mouza Punja Sahapur comprised in R.S. Dag No. 274/690 under R.S. Khatian No. 500/1 being portion of Premises No.49A, Manmohan Banerjee Road, Kolkata, District South 24-Parganas more fully and particularly described in the Schedule there under written (hereinafter referred to as the **SAID LAND A of PHASE II ENTIRE LAND**).

- H. By another Deed of Conveyance dated 22nd day of March, 2011, made between the said Clarity Barter Private Limited & 59 other Companies, therein referred to as the Vendors of the One Part and one Sagun Realdev Private Limited and Bhagwati Infrapromoters Private Limited therein referred to as the Purchasers of the Other Part and registered at the Office of the District Sub-Registrar-II, South 24 Parganas in Book No.I, CD Volume No.7, Pages from 1111 to 1137 Being No.03430 for the year 2011, the Vendors therein granted transferred conveyed assigned and assured unto and in favour of the Purchasers therein All That piece and parcel of land containing an area of 6.25 decimal, be the same a little more or less, lying situate at Mouza Punja Sahapur comprised in R.S. Dag No. 274/690 under R.S. Khatian No. 500/1 being portion of premises No.49A, Manmohan Banerjee Road, Kolkata, District South 24-Parganas more fully and particularly described in the Schedule there under written (hereinafter referred to as the **SAID LAND B of PHASE II ENTIRE LAND**).
- I. By another Deed of Conveyance dated 22nd day of March, 2011, made between the said Clarity Barter Private Limited & 59 other Companies, therein referred to as the Vendors of the One Part and one Kasauti Vyapaar Pvt Ltd. and Maple Vincom Pvt Ltd., therein referred to as the Purchasers of the Other Part and registered at the Office of the District Sub-Registrar-II, South 24 Parganas in Book No. I, CD Volume No. 7, Pages from 1138 to 1164 Being No. 03431 for the year 2011, the Vendors therein granted transferred conveyed assigned and assured unto and in favour of the Purchasers therein All That piece and parcel of land containing an area of 6.25 decimal, be the same a little more or less,

lying situate at Mouza Punja Sahapur comprised in R.S. Dag No. 274/690 under R.S. Khatian No. 500/1 being portion of premises No. 49A, Manmohan Banerjee Road, Kolkata, District South 24-Parganas more fully and particularly described in the Schedule there under written (hereinafter referred to as the **SAID LAND C of PHASE II ENTIRE LAND**).

- J. The said **Land A of Phase II Entire Land, Land B Of Phase II Entire Land and Land C of Phase II Entire Land** aggregates to a total of 25 decimal, be the same or a little more or less (hereinafter collectively referred to as the **SAID PHASE II ENTIRE LAND**) the said Tara Maa Vyapaar Private Limited, Geetham Traders Private Limited, Marvel Tie-Up Private Limited, Shagun Realdev Private Limited, Bhagwati Infrapromoters Private Limited alongwith the said Kasauti Vyapaar Pvt Ltd. and Maple Vincom Pvt Ltd. jointly have recorded their respective names in respect of the said Phase II Entire Land in the records of Block Land and Land Reforms Office at Thakurpukur-Metiabruz under R.S. Khatian No. 501. The said Tara Maa Vyapaar Private Limited & others jointly also have recorded their respective names in the records of Kolkata Municipal Corporation and the Kolkata Municipal Corporation had approved and allotted premises No.49A/2, Mon Mohan Banerjee Road, Assessee No. 411180701040 to the said Entire Phase II Land.
- K. The said Tara Maa Vyapaar Private Limited has changed its name to its present name Skipper Homes Private Limited on 27th day of June, 2013.
- L. Thus the said Skipper Homes Private Limited, Geetham Traders Private Limited, Marvel Tie-Up Private Limited, Shagun Realdev Private Limited, Maple Vincom Pvt Ltd., Bhagwati Infrapromoters Private Limited and Kasauti Vyapaar Pvt Ltd. were seized and possessed of and/or otherwise well and sufficiently entitled to the **SAID PHASE II ENTIRE LAND** in the following manner:-

Sl. No.	Name	Area (Decimal)
1	Skipper Homes Private Limited	4.17
2	Geetham Traders Private Limited	4.17
3	Marvel Tie-Up Private Limited	4.16

4	Shagun Realdev Private Limited	3.125
5	Bhagwati Infrapromoters Private Limited	3.125
6.	Kasauti Vyapaar Pvt Ltd.	3.125
7.	Maple Vincom Pvt Ltd.	3.125
Total		25

and free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions, attachments, trusts of whatsoever nature.

- M. By an Indenture dated 25th day of January, 2017, made between the said Skipper Homes Private Limited, Geetham Traders Private Limited, Marvel Tie-Up Private Limited, Shagun Realdev Private Limited and Bhagwati Infrapromoters Private Limited, therein collectively referred to as the Vendors of the One Part and one Eeshvi Developers Private Limited, Owner No. 67 herein therein referred to as the Purchaser of the Other Part and registered at the Office of the District Sub-Registrar-II, South 24 Parganas in Book No. I, Volume No.1602-2017, Pages from 13159 to 13182 Being No.160200505 for the year 2017, the Vendors therein granted transferred conveyed assigned and assured unto and in favour of the Eeshvi Developers Private Limited being Purchaser therein and Owner No. 67 herein All That piece and parcel of land containing an area of 6.5 decimal, be the same a little more or less, being a portion of Entire Phase II Land in the following manner :-

Sl. No.	Name	Area (Decimal)
1	Skipper Homes Private Limited	1.45
2	Geetham Traders Private Limited	1.44
3	Marvel Tie-Up Private Limited	1.44
4	Shagun Realdev Private Limited	1.08
5	Bhagwati Infrapromoters Private Limited	1.09
Total		6.5

- N. By another Indenture dated 25th day of January, 2017, made between the said

Skipper Homes Private Limited, Geetham Traders Private Limited, Marvel Tie-Up Private Limited, Shagun Realdev Private Limited and Bhagwati Infrapromoters Private Limited, therein collectively referred to as the Vendors of the One Part and one PS Nivas & Promoting Pvt Ltd. and PS Nirman Pvt Ltd., herein Owner nos. 65 & 66 respectively therein jointly referred to as the Purchasers of the Other Part and registered at the Office of the District Sub-Registrar-II, South 24 Parganas in Book No.I, Volume No.1602-2017, Pages from 13136 to 13158 Being No.160200504 for the year 2017, the Vendors therein granted transferred conveyed assigned and assured unto and in favour of PS Nivas & Promoting Pvt Ltd. and PS Nirman Pvt Ltd., herein Owner nos. 65 & 66 respectively All That piece and parcel of land containing an area of 12.25 decimal, be the same a little more or less, being another portion of Entire Phase II Land in the following manner:-

Sl. No.	Name	Area (Decimal)
1	Skipper Homes Private Limited	2.73
2	Geetham Traders Private Limited	2.73
3	Marvel Tie-Up Private Limited	2.71
4	Shagun Realdev Private Limited	2.04
5	Bhagwati Infrapromoters Private Limited	2.04
Total		12.25

- O. The Owner Nos. Owner nos. 61, 62, 65, 66 and 67 thus became seized and possessed of and/or otherwise well and sufficiently entitled to the said Entire Phase II Land having an area of 25 decimal, be the same a little more or less, being Premises No.49A/2, Mon Mohan Banerjee Road, Assessee No. 411180701040.
- P. By a Deed of Conveyance dated 9th February 2017 made between the said Kasauti Vyapaar Private Limited, Maple Vincom Private Limited, PS Nivas & Promoting Private Limited, PS Nirman Private Limited and Eeshvi Developers Private Limited, therein referred to as the Vendors of the First Part and herein referred to as the Owner Nos. 61, 62, 65, 66 and 67, Epistle Builders Private

Limited and 63 other companies, therein referred to as the Part-I Purchasers of the Second Part and herein Owner Nos. 2 to 64 and K.C. Manufacturers (India) Pvt. Ltd., and Ekdant Infracon Private Limited and 6 other companies therein referred to as the Part II Purchasers of the Third Part and herein Owner Nos. 1 herein, **EKDANT INFRACON PRIVATE LIMITED, ÉCLAIR INFRAPROJECTS PRIVATE LIMITED, WRIDDHI TOWER PRIVATE LIMITED, WRIDDHI DEVELOPER PRIVATE LIMITED, IKKA INFRA PROJECTS PRIVATE LIMITED and IKKA TOWER PRIVATE LIMITED** and registered with the DSR II, South 24 Parganas, in Book No. I , Volume No. 1602-2017, Pages 25757 to 25805, Being No. 160200841 for the year 2017 , the Vendors therein, at and for the consideration mentioned therein , sold , conveyed and transferred unto and to the said Owner Nos. 2 to 64 and K.C. Manufacturers (India) Pvt. Ltd. and Owner No. 1 herein, **EKDANT INFRACON PRIVATE LIMITED, ÉCLAIR INFRAPROJECTS PRIVATE LIMITED, WRIDDHI TOWER PRIVATE LIMITED, WRIDDHI DEVELOPER PRIVATE LIMITED, IKKA INFRA PROJECTS PRIVATE LIMITED and IKKA TOWER PRIVATE LIMITED**, ALL THAT undivided 2 decimals out of the Entire Phase II Land (1 decimal each to the said Owner Nos. 2 to 64 and K.C. Manufacturers (India) Pvt. Ltd. and Owner No. 1 herein, **EKDANT INFRACON PRIVATE LIMITED, ÉCLAIR INFRAPROJECTS PRIVATE LIMITED, WRIDDHI TOWER PRIVATE LIMITED, WRIDDHI DEVELOPER PRIVATE LIMITED, IKKA INFRA PROJECTS PRIVATE LIMITED and IKKA TOWER PRIVATE LIMITED**), absolutely and forever.

- Q. In the abovementioned premises, the Owner Nos. 1 to 67 herein and **Ekdant Infracon Private Limited, Éclair Infraprojects Private Limited, Wriddhi Tower Private Limited, Wriddhi Developer Private Limited, Ikka Infra Projects Private Limited, Ikka Tower Private Limited and K.C. Manufacturers (India) Pvt. Ltd.** became the joint absolute owners of the Entire Phase II Land being Premises No.49A/2, Mon Mohan Banerjee Road.

Premises No. 49 Mon Mohan Banerjee Road - Said Entire Phase III Land.

- R. By the following four separate Indentures all registered in Book No. I, the

Owner Nos. 2 to 64 and K.C. Manufacturers (India) Pvt. Ltd., became the lawful absolute owner well seized and possessed of ALL THAT the piece and parcel of land containing an area of 633 decimals, be the same a little more or less, situate lying at Mouza Punja Sahapur, J.L. No. 9, comprised in R. S. Dag Nos.271, 273, 274 and 276 appertaining to R. S. Khatian No.446, within the Police Station Behala, 49 Mon Mohan Banerjee Road, under Ward No. 118, within the ambit of Kolkata Municipal Corporation in the District of South 24 Parganas (hereinafter referred to as the **SAID ENTIRE PHASE III LAND**) absolutely and forever free from all encumbrances, charges, lien, lispendens, acquisitions, requisitions, attachments and trust of whatsoever nature:-

Being No./Year	Registry Office	Date	Vendor/s	Volume No.	Pages	Area (decimal)
190108200/2015	ARA - I, Kolkata	06.10.2015	Pilu D Karai & Peter Karai	1901-2015	132375 - 132401	10
160210820/2015	DSR - II, South 24 Parganas	09.10.2015	Ramdatt Tiwari	1602-2015	149402 - 149421	10
160200431/2016	DSR - II, South 24 Parganas	08.01.2016	Ramdatt Tiwari	1602-2016	17487- 17530	306.5
160700907/2016	ADSR, Behala	01.02.2016	Pilu D Karai & Peter	1607-2016	28736- 28839	306.5

			Karai			
Total						633 decimal

- S. The Owner Nos. 2 to 64 and K.C. Manufacturers (India) Pvt. Ltd. became seized and possessed of All That the said Entire Phase III Land containing an area of 633 decimal, be the same a little more or less and jointly have recorded their respective names in respect of the same in the records of Block Land and Land Reforms Office at Thakurpukur-Metiabruz. The Owner Nos. 2 to 64 and K.C. Manufacturers (India) Pvt. Ltd. also have recorded their respective names in the records of Kolkata Municipal Corporation and have been allotted with premises No.49B, Mon Mohan Banerjee Road, Assessee No. 411180701222 to the said Entire Phase III Land.
- T. By a Deed of Conveyance dated 9th February 2017 made between the said Epistle Builders Private Limited and 63 other companies, therein referred to as the Vendors of the First Part herein referred to as Owner Nos. 2 to 64 and K.C. Manufacturers (India) Pvt. Ltd., Ekdant Infracon Private Limited and 6 other companies, therein referred to as the Part-I Purchasers of the Second Part herein referred to as the Owner No. 1, **EKDANT INFRACON PRIVATE LIMITED, ÉCLAIR INFRAPROJECTS PRIVATE LIMITED, WRIDDHI TOWER PRIVATE LIMITED, WRIDDHI DEVELOPER PRIVATE LIMITED, IKKA INFRA PROJECTS PRIVATE LIMITED and IKKA TOWER PRIVATE LIMITED**, and PS Nivas & Promoting Private Limited and 4 other companies therein referred to as the Part II Purchasers of the Third Part herein referred to as Owner Nos. 61, 62, 65, 66 and 67, and registered with the DSR II, South 24 Parganas, in Book No. I , Volume No. 1602-2017, Pages 25806 to 25873, Being No. 160200842 for the year 2017 , the Vendors therein, at and for the consideration mentioned therein , sold , conveyed and transferred unto and to the said Part-I Purchasers and Part-II Purchasers being the Owner No. 1, **EKDANT INFRACON PRIVATE LIMITED, ÉCLAIR INFRAPROJECTS PRIVATE LIMITED, WRIDDHI TOWER PRIVATE LIMITED, WRIDDHI**

DEVELOPER PRIVATE LIMITED, IKKA INFRA PROJECTS PRIVATE LIMITED and **IKKA TOWER PRIVATE LIMITED** and Owner Nos. 61, 62, 65, 66 and 67 herein, ALL THAT undivided 2 decimals out of the Entire Phase III Land (1 decimal each to the said Part-I Purchasers and the said Part-II Purchasers), absolutely and forever.

- U. In the abovementioned premises, the Owner Nos. 1 to 67 herein and **Ekdant Infracon Private Limited, Éclair Infracore Private Limited, Wriddhi Tower Private Limited, Wriddhi Developer Private Limited, Ikka Infra Projects Private Limited, Ikka Tower Private Limited and K.C. Manufacturers (India) Pvt. Ltd.** became the joint absolute owners of the Entire Phase III Land being Premises No.49A/2, Mon Mohan Banerjee Road.
- V. In the circumstances, the Owner Nos. 1 to 67 herein and **Ekdant Infracon Private Limited, Éclair Infracore Private Limited, Wriddhi Tower Private Limited, Wriddhi Developer Private Limited, Ikka Infra Projects Private Limited, Ikka Tower Private Limited and K.C. Manufacturers (India) Pvt. Ltd.,** became the joint and absolute Owners of the Entire Phase I Land, Entire Phase II Land and Entire Phase III Land, all together comprising the Project Land, absolutely and forever.
- W. The Said Owners Nos. 1 to 67 herein and **Ekdant Infracon Private Limited, Éclair Infracore Private Limited, Wriddhi Tower Private Limited, Wriddhi Developer Private Limited, Ikka Infra Projects Private Limited, Ikka Tower Private Limited and K.C. Manufacturers (India) Pvt. Ltd.,** have, thereafter, caused to be amalgamated the Entire Phase I Land, Entire Phase II Land and Entire Phase III Land into one Premises i.e Premises No. 48 Manmohan Banerjee Road, Kolkata 700038 (**Project Land**) admeasuring 7.42 acres (physical area 7.02 acres) in the following manner:

Sl. No.	Dag No.	Premises No.	Area (Dec)
1	272	48	74
2	243/2624	(Entire Phase I Land)	5

3	243/2625		5
4	271	49B (Entire Phase II Land)	90
5	273		118
6	274		411
7	276		14
8	274/690	49A/2 (Entire Phase III Land)	25
Total			742

Events Post Amalgamation of Entire Phase I Land, Entire Phase II Land and Entire Phase III Land in to the Premises No. 48 Manmohan Banerjee Road, Kolkata 700038 (PROJECT LAND)

- X. By and under a Deed of Conveyance dated 22nd January 2020 and registered with the DSR III, South 24 Parganas, in Book No. I, Volume No. 1603-2020, Pages 9206 to 9229, Being No. 160300277 for the year 2020, the said Éclair Infraprojects Private Limited sold transferred and conveyed to **BISWANATH NEEV NIRMAAN LLP**, being Owner No. 78 herein ALL THAT piece and parcel of land measuring 12 decimals out of the Project Land being Premises No. 48 Manmohan Banerjee Road, Kolkata 700 038.
- Y. By and under a Deed of Conveyance dated 22nd January 2020 and registered with the DSR III, South 24 Parganas, in Book No. I, Volume No. 1603-2020, Pages 9230 to 9253, Being No. 160300278 for the year 2020, the said Ikka Tower LLP sold transferred and conveyed to **BISWANATH PROPERTY NIRMAAN LLP**, being Owner No. 75 herein ALL THAT piece and parcel of land measuring 12 decimals out of the Project Land being Premises No. 48 Manmohan Banerjee Road, Kolkata 700 038.
- Z. By and under a Deed of Conveyance dated 22nd January 2020 and registered with the DSR III, South 24 Parganas, in Book No. I, Volume No. 1603-2020, Pages 9254 to 9277, Being No. 160300279 for the year 2020, the said Ekdant Infracon LLP sold transferred and conveyed to **BISWANATH REALTORS LLP**, being Owner No. 79 herein ALL THAT piece and parcel of land measuring 12 decimals out of the Project Land being Premises No. 48 Manmohan Banerjee

- Road, Kolkata 700 038.
- AA. By and under a Deed of Conveyance dated 22nd January 2020 and registered with the DSR III, South 24 Parganas, in Book No. I, Volume No. 1603-2020, Pages 9278 to 9301, Being No. 160300280 for the year 2020, the said Wriddhi Developer Private Limited sold transferred and conveyed to **BISWANATH ACRES LLP**, being Owner No. 73 herein ALL THAT piece and parcel of land measuring 12 decimals out of the Project Land being Premises No. 48 Manmohan Banerjee Road, Kolkata 700 038.
- AB. By and under a Deed of Conveyance dated 22nd January 2020 and registered with the DSR III, South 24 Parganas, in Book No. I, Volume No. 1603-2020, Pages 9302 to 9325, Being No. 160300281 for the year 2020, the said Ikka Infra Projects Private Limited sold transferred and conveyed to **BISWANATH REALUNITY LLP**, being Owner No. 77 herein ALL THAT piece and parcel of land measuring 12 decimals out of the Project Land being Premises No. 48 Manmohan Banerjee Road, Kolkata 700 038.
- AC. By and under a Deed of Conveyance dated 22nd January 2020 and registered with the DSR III, South 24 Parganas, in Book No. I, Volume No. 1603-2020, Pages 9326 to 9349, Being No. 160300282 for the year 2020, the said Wriddhi Tower LLP sold transferred and conveyed to **BISWANATH HOUSING LLP**, being Owner No. 74 herein ALL THAT piece and parcel of land measuring 12 decimals out of the Project Land being Premises No. 48 Manmohan Banerjee Road, Kolkata 700 038.
- AD. By and under a Deed of Conveyance dated 15th January 2020 and registered with the DSR V, Alipure, South 24 Parganas, in Book No. I, Volume No. 1630-2020, Pages 18042 to 18074, Being No. 163000324 for the year 2020, the said **K.C. Manufacturers (India) Pvt. Ltd.** sold transferred and conveyed to **NITESH KARNANI, ANKITA KARNANI AND NITESH KARNANI & SONS HUF** being Owner No. 70, 71 & 72 herein ALL THAT piece and parcel of land measuring 9.887 decimals out of the Project Land being Premises No. 48 Manmohan Banerjee Road, Kolkata 700 038.
- AE. By and under a Deed of Conveyance dated 15th January 2020 and registered with the DSR V, Alipure, South 24 Parganas, in Book No. I, Volume No. 1630-

- 2020, Pages 18075 to 18106, Being No. 163000325 for the year 2020, the said Nilratan Vincom Pvt. Ltd. sold transferred and conveyed to **SHIV RATAN KARNANI AND KANTA DEVI KARNANI** being Owner Nos. 68 & 69 herein ALL THAT piece and parcel of land measuring 5.817 decimals out of the Project Land being Premises No. 48 Manmohan Banerjee Road, Kolkata 700 038.
- AF. By and under a Deed of Conveyance dated 22nd January 2020 and registered with the DSR III, South 24 Parganas, in Book No. I, Volume No. 1603-2020, Pages 12267 to 12290, Being No. 160300335 for the year 2020, the said Nilratan Vincom Pvt. Ltd. sold transferred and conveyed to **BISWANATH PROPERTY NIRMAAN LLP** being Owner No. 75 herein ALL THAT piece and parcel of land measuring 2.2 decimals out of the Project Land being Premises No. 48 Manmohan Banerjee Road, Kolkata 700 038.
- AG. Thus in the abovementioned facts, the Owner Nos 1 to 79 became the absolute Owners of the said Project Land (more fully described in Schedule Part I herein).
- AH. Subsequently, under Section 233 of the Companies Act, 2013 and Rule 25(5) of Companies (Compromise, Arrangement & Amalgamations) Rules, 2016, Owner Companies namely (1) Allworth Tradecom Private Limited (2) Divyajyoti Properties Private Limited and (3) Zircon Dealers Private Limited have amalgamated with KYAL DEVELOPERS PRIVATE LIMITED. (Owner No. 29 herein) and as such all right or title or interest upon all such movable or immovable properties of the said (1) Allworth Tradecom Private Limited (2) Divyajyoti Properties Private Limited and (3) Zircon Dealers Private Limited stood vested in KYAL DEVELOPERS PRIVATE LIMITED (Owner No. 29 herein) vide Amalgamation deed dated _____ registered in the office of Additional Registrar of Assurance - _____, Kolkata, and recorded in Book-I, Volume No. _____ pages from _____ to _____ being Deed No. _____ for the year _____.

THE SECOND SCHEDULE ABOVE

REFERRED TO: PART I

(APARTMENT)

All That the Residential Flat / Apartment bearing No.23 containing a **Carpet Area** of _____ Square Feet [**Built-up Area** whereof being _____ Square Feet] more or less on the twenty-third **floor** of the **Tower Building** at the said Premises described in the **First Schedule** hereinabove written and shown in the **Second Plan** annexed hereto, duly bordered thereon in "**Red**" TOGETHER WITH ___ number of Carparking Space at the _____ Floor Level exact location showing the Third Plan annexed hereto.

THE SECOND SCHEDULE ABOVE

REFERRED TO: PART II

(FLOOR PLAN)

**THE THIRD SCHEDULE ABOVE REFERRED TO
(Common Areas and Installations)**

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Common Expenses)

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Easements)

1. The Allottee shall be entitled to all rights privileges vertical and lateral easements quasi-easements appendages and appurtenances whatsoever belonging to or in any way appertaining to the said Apartment as usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto **Excepting And Reserving** unto the Promoter and/or the other occupiers of the said Project and the Maintenance In- Charge the rights easements quasi easements privileges and appurtenances hereinafter morefully and particularly setforth in the **Sixth Schedule** hereto and also elsewhere herein contained.
2. The right of access and way in common with the Promoter and/or other occupiers of the said Project at all times and for all normal lawful purposes connected with the use and enjoyment of the common areas and installations.

3. The right of way in common as aforesaid at all times and for all purposes connected with reasonable use and enjoyment of the said Apartment **Provided Always** and it is hereby declared that nothing herein contained shall permit the Allottee or any person deriving title under him or his servants agents and invitees to obstruct in any way by vehicles, deposit of materials rubbish or otherwise the free passage of other person or persons including the Promoter and/or other occupiers of the said Project and the Maintenance In-charge entitled to such way as aforesaid.
4. The right of protection of the said Apartment by and from all parts of the Building so far as they now protect the same.
5. The right of flow in common as aforesaid of electricity water and waste or soil from and to the said Apartment through pipes drains wires and conduits lying or being in under through or over the other parts of the Building so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the said Apartment.
6. The right of the Allottee with or without workmen and necessary materials to enter from time to time upon the other parts of the Project for the purpose of rebuilding, repairing, replacing or cleaning so far as may be necessary such pipes drains wires and conduits as aforesaid and also for the purpose of rebuilding, repairing, replacing or cleaning any part or parts of the Building and the Common Areas and Installations insofar as such rebuilding repairing replacing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting in

emergent situation upon giving forty-eight hours previous notice in writing of his intention so to enter to the Promoter and/or Maintenance- In-Charge and/or the occupier affected thereby.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(Easements excepted out of the sale and reserved for the Promoter and persons deriving title through or under the Promoter)

The undermentioned rights easements quasi easements and privileges appertaining to the Premises shall be excepted and reserved for the Promoter and/or the Maintenance In-charge and/or the other occupiers of the Project:

1. The right of access and way in common with the Allottee and/or other person or persons entitled to the other part or parts of the Project and the Premises at all times and for all purposes connected with the use and enjoyment of the common areas installations and facilities.
2. The right of flow in common with the Allottee and other person or persons as aforesaid of electricity water and waste or soil from and to any part (other than the said Apartment) of the other part or parts of the Project and the Premises through pipes drains wires conduits lying or being in under through or over the said Apartment and all other parts of the Project and the Premises as far as may be reasonably necessary for the beneficial use occupation and enjoyment of other part or parts of the Project and the Premises subject to the other provisions elsewhere herein contained.

3. The right of protection of other part or parts of the Building / Project and the Premises by all parts of the said Apartment so far as they now protect the same.
4. The right as might otherwise become vested in the Allottee by means of any of the structural alterations or otherwise in any manner to lessen or diminish the normal enjoyment by other part or parts of the Project and the Premises.
5. The right with or without workmen and necessary materials to enter from time to time upon the said Apartment for the purpose of rebuilding, repairing, replacing or cleaning so far as may be necessary such pipes drains wires and conduits as aforesaid provided always that except in emergentsituation the Promoter, the Maintenance-In-Charge and the occupiers of other part or parts of the Project shall give to the Allottee a prior forty- eight hours written notice of its or their intention for such entry as aforesaid.

**RECEIPT AND MEMO OF
CONSIDERATION**

RECEIVED of and from the within named
Allottee the within mentioned sum of Rs.
_____/- **(Rupees**
_____) **only** being the
consideration in full payable under these
presents to the Promoter by cheques / pay
order / demand draft and/or by a RTGS :

MEMO OF CONSIDERATION:

(i)		
	TOTAL	

(Rupees _____) only

Witness:

Annexure "A"

(ii) PREMISES / SAID PREMISES shall mean the divided and demarcated portion of ALL THAT piece and parcel of land containing by admeasurement an area of 11 Bighas 9 Cottahs 12 Chittacks 38 Square feet together with the messuages, tenements hereditaments, buildings, sheds, godowns outhouses situate lying at and being premises no. 6, Pagladanga Road, Police Station – Tangra, Kolkata – 700015 registration office Sub-District Sealdah in the District of 24 Parganas (South) more or less, morefully and particularly mentioned and described in **PART-II of the FIRST SCHEDULE**;

c. ALLOTTEES / PURCHASERS according to the context shall mean the persons who for the time being, own any Apartment in the Project or have agreed to purchase the same and have taken possession thereof (including the Promoter for those Apartments and other constructed spaces not alienated by it and/or reserved and/or retained by it for its own exclusive use).

d. COMMON AREAS AND INSTALLATIONS shall mean the common areas installations and facilities in and for the said Premises mentioned and specified in the **THIRD SCHEDULE** and expressed by the Promoter for common use and enjoyment of the Allottees **BUT** shall not include the parking spaces, roofs/terraces at different floor levels attached to any particular Flat / Apartment or Flats / Apartments, Sky Balconies attached to any particular Flat / Apartment or Flats / Apartments.

E. COMMON EXPENSES shall mean and include all expenses for the maintenance management upkeep and administration of the said Premises and the Buildings and in particular the Common Areas and Installations and rendition of common services in common to the allottees and all other expenses for the common purposes (including those mentioned in the **FOURTH SCHEDULE**) to be borne paid contributed and shared by the Allottees.

F. COMMON PURPOSES shall mean and include the purposes of managing maintaining and upkeeping the Buildings and the said Premises and in particular the Common Areas and Installations, rendition of common services in common to the Allottees, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the Allottees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Installations in common.

G. CARPET AREA according to the context shall mean the net usable floor area of any Flat / Apartment, excluding the area covered by external walls, areas under service shafts (if any), exclusive balcony or verandah or exclusive open terrace area, but includes the area covered by the internal partition walls of the Flat / Apartment;

H. MAINTENANCE COMPANY shall mean any Company incorporated under any provision of the Companies Act, 2013 or an Association or a Syndicate / Committee or a Society or a Firm or any other Entity that maybe formed by the Promoter in accordance

with the Real Estate Laws applicable to the project for the common purposes having such rules regulations byelaws and restrictions as be deemed proper and necessary by the Promoter in its absolute discretion.

I. MAINTENANCE IN-CHARGE shall upon formation of the Maintenance Company and its taking over charge of the acts relating to the Common Purposes from the Promoter shall mean the Maintenance Company and till such time the Maintenance Company is formed and takes over charge of the acts relating to the Common Purposes shall mean the Promoter.

J. Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.

K. Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**; Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**

PS VINAYAK HOMES LL.
Vinayak
Partner / Authorised Signatory