First Draft/14.04.2014/26.05.2023 DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made on this the _____day of ------ TWO THOUSAND AND

BETWEEN

PURSLANE TOWERS PRIVATE LIMITED, (PAN: AANCP4005E), a Private Limited Company incorporated under the Companies Act, 2013 and having its registered office at 75, Shakespeare Sarani, Onex Square, 3rd Floor, P.S. - Shakespeare Sarani, P.O. - Beniapukur, Kolkata – 700017 and represented by its Director Ratish Kumar Gupta son of Ramesh Kumar Gupta, residing at 8B Middleton Street, P.S. – Shakespeare Sarani, P.O. – Middleton Row, Kolkata – 700 071as per resolution dated 01.12.2022 passed by the Board of Directors, hereinafter referred to as "the **PROMOTER"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean the present partner and/or partners and/or those who may be taken in and/or admitted as partner and/or partners and their respective heirs, legal representatives, executors, administrators and assigns) of the **FIRST PART:**

AND

(1) MRS. DIMPLE GUPTA (PAN: AUEPG5920H) (AADHAR NUMBER: 226868447368), wife of Mr. Raghav Gupta, by Nationality Indian, by Faith Hindu, by Occupation Business, presently residing at 22/1, Ballygunge Circular Road, P.O. & P.S. – Ballygunge, Kolkata- 700 019, (2) MR. RAGHAV GUPTA (PAN: AMLPG5356L) (AADHAR NUMBER: 577628399876), son of Late Rajendra Kumar Gupta, by Nationality Indian, by Faith Hindu, by Occupation Business, presently residing at 22/1, Ballygunge Circular Road, P.O. & P.S. Ballygunge, Kolkata – 700 019, (3) RAGHAV **GUPTA (HUF) (PAN: AARHR7077K)**, having its place of business at 22/1, Ballygunge Circular Road, P.O. & P.S. Ballygunge, Kolkata – 700 019, (PAN: AMLPG5356L) (AADHAR NUMBER: 577628399876), by Nationality Indian, by Faith Hindu, by Occupation Business (4) MR. RATISH KUMAR GUPTA (PAN: ADGPG2004F) (AADHAR NUMBER: 702682250098), son of Ramesh Kumar Gupta, by Nationality Indian, by Faith Hindu, by Occupation Business, presently residing at 8B, Middleton Street, P.S. - Shakespeare Sarani, P.O. - Middleton Row, Kolkata - 700 071, (5) MRS SHILPA GUPTA (PAN: ADWPG8409N) (AADHAR NUMBER:401646918931), wife of Mr. Ratish Kumar Gupta, by Nationality Indian, by Faith Hindu, by Occupation Business, presently residing at 8B, Middleton Street, P.S. - Shakespeare Sarani, P.O. - Middleton Row, Kolkata - 700 071, (6) M/S. ESCORT MERCHANDISE PVT. LTD. (PAN: AABCE0365]), a private limited company incorporated in accordance with the provisions of the Companies Act, 1956, having its registered office at 22/1, Ballygunge Circular Road, Post Office - Ballygunge, Police Station - Ballygunge, Kolkata - 700 019, (7) M/S. CLASSIC NIKETAN PVT. LTD. (PAN: AAECC1153H), a private limited company incorporated in accordance with the provisions of the Companies Act, 1956, having its registered office at No. 75, Shakespeare Sarani, 3rd Floor, Onex Square, Post Office - Shakespeare Sarani, Police Station - Beniapukur, Kolkata - 700017, (8) M/S. GAJANAND REALBUILD PVT. LTD. (PAN: AADCG9346H), a private limited company incorporated in accordance with the provisions of the Companies Act, 1956, having its registered office at No. 75, Shakespeare Sarani, 3rd Floor, Onex Square, Post Office - Shakespeare Sarani, Police Station - Beniapukur, Kolkata - 700017, (9) M/S. NILACHAL DEVELOPERS PVT. LTD. (PAN: AADCN3844R), a private limited company incorporated in accordance with the provisions of the Companies Act, 1956, having its registered office at No. 75, Shakespeare Sarani, 3rd Floor, Onex Square, Post Office - Shakespeare Sarani, Police Station - Beniapukur, Kolkata - 700017, (10) RSQUARE PROJECTS LLP (PAN: AAWFR1322C), a Limited Liability Partnership Firm, incorporated in accordance with the provisions of The Limited Liability Partnership Act, 2008, having its registered office at No. 75, Shakespeare Sarani, 3rd Floor, Onex Square, Post Office - Shakespeare Sarani, Police Station - Beniapukur, Kolkata - 700017, (11) M/S SURABHI INFRASTRUCTURE PVT. LTD. (PAN: AAOCS7179R), a private limited company incorporated in accordance with the provisions of the Companies Act, 1956, having its registered office at No. 75, Shakespeare Sarani, 3rd Floor, Onex Square, Post Office - Shakespeare Sarani, Police Station - Beniapukur, Kolkata - 700017, (12) M/S GUPTA PROPERTIES & FINANCE PVT. LTD. (PAN: **AAACG9654K**), a private limited company incorporated in accordance with the provisions of the Companies Act, 1956. having its registered office at No. 75, Shakespeare Sarani, 3rd Floor, Onex Square, Post Office - Shakespeare Sarani, Police Station - Beniapukur, Kolkata - 700017, (13) M/S GUPTA TOWERS PVT. LTD. (PAN: AAACG9655]), a private limited company incorporated in accordance with the provisions of the Companies Act, 1956, having its registered office at No. 75, Shakespeare Sarani, 3rd Floor, Onex Square, Post Office - Shakespeare Sarani, Police Station - Beniapukur, Kolkata -700017, (14)M/SPADMINI ENCLAVE PVT. LTD. (PAN: AAFCP6369R), a private limited company incorporated in accordance with the provisions of the Companies Act, 1956, having its registered office at No. 75, Shakespeare Sarani, 3rd Floor, Onex Square, Post Office - Shakespeare Sarani, Police Station - Beniapukur, Kolkata - 700017, (15) M/S KARUNA REALTORS PVT. LTD. (PAN: AAECK0768L), a private limited company incorporated in accordance with the provisions of the Companies Act, 1956, having its registered office at No. 75, Shakespeare Sarani, 3rd Floor, Onex Square, Post Office - Shakespeare Sarani, Police Station - Beniapukur, Kolkata - 700017, (16) RAMESH KUMAR GUPTA (HUF) (PAN: AADHR1285F), having its place of business at 8B, Middleton Street, P.S. – Shakespeare Sarani, P.O. – Middleton Row, Kolkata - 700 071, (17) MRS. BHARTI GUPTA (PAN: AKZPG9310Q) (AADHAR NUMBER: 506870986913) wife of Late Rajendra Kumar Gupta, by Nationality Indian, by Faith Hindu, by Occupation Business presently residing at 22/1, Ballygunge Circular Road, P.O. & P.S. - Ballygunge, Kolkata - 700 019 (18) RATISH KUMAR GUPTA (HUF) (PAN: **AAEHR0940L)** having its place of business at 8B, Middleton Street, P.S. – Shakespeare Sarani, P.O. – Middleton Row, Kolkata - 700 071, (19) MS. YASHNA GUPTA (PAN: CGOPG5392P) (AADHAR NUMBER: 455698732712), daughter of Mr. Ratish Kumar Gupta by Nationality Indian, by Faith Hindu, by Occupation Business, presently residing at 8B Middleton Street, P.S. - Shakespeare Sarani, P.O. - Middleton Row, Kolkata - 700 071, all hereinafter referred to as "the OWNERS" AND represented by their common registered constituted attorney PURSLANE TOWERS PRIVATE LIMITED, (PAN: AANCP4005E), a Private Limited Company incorporated under the Companies Act, 2013 and having its registered office at 75, Shakespeare Sarani, Onex Square, 3rd Floor, P.S. - Shakespeare Sarani, P.O. - Beniapukur, Kolkata - 700017 under Development Power of Attorney dated 17.12.2022 which has been registered at the office of the A.R.A.-IV, Kolkata and recorded in Book No.I, Volume No.1904 to 2022, Page from 1176606 to 1176640, vide being no. 20293 for the year 2022 and represented by its Director Ratish Kumar Gupta son of Ramesh Kumar Gupta, residing at 8B Middleton Street, P.S. – Shakespeare Sarani, P.O. – Middleton Row, Kolkata – 700071as per resolution dated 01.12.2022 passed by the Board of Directors (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, legal representatives, executors, administrators and assigns) of the **SECOND PART:**

[If the Allottee/Purchaser is an individual]

Mr./Mrs./Mrs ________, (Aadhaar no. _______) son of _______ aged about ------ years, residing at _______ (PAN _______), hereinafter referred to as the "ALLOTTEE/PURCHASER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the heirs, executors, administrators and permitted assigns).

or

[If the Allottee/Purchaser is a company]

______(CIN no. ______), a company incorporated under the provision of the companies act , [1956 or 2013 , as the case may be], having its registered office at _______(PAN -______), represented by its authorized signatory ______(Aadhar No._____) duly authorized vide board resolution dated _______hereinafter referred to as the" **ALLOTTEE/PURCHASER** " (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor in interest , executors, administrators, and permitted assignees) of the THIRD PART:

[or]

[If the Allottee/Purchaser is the Partnership Firm or a LLP]

________ a partnership firm (or a Limited (or A LLP) registered under the Indian Partnership Act, 1932 (or registered under the Limited Liability Partnership Act 2008) having its principal place of business at _______(PAN -_____), represented by its authorized Partner, _______(Aadhar No.______) authorized vide ________hereinafter referred to as the" ALLOTTEE/PURCHASER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the present Partners for the time being of the Firm/LLP, the survivor or survivors of them, their heirs, executors and administrators of the last surviving Partner and his /her/ their assigns.) of the THIRD PART:

[or]

[If the Allottee/Purchaser is a HUF]

Mr....., aged about, for self and as the Karta of the Hindu Joint Mitakshara Family known asHUF, having its place of business/ residing at, PAN no.) hereinafter referred to as the "ALLOTTEE/PURCHASER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the members or member for the time being of the said HUF, and their respective heirs, executors, administrators, and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successor in interest and permitted assigns,) of the THIRD PART:

WHEREAS:

A. By the various registered Deed of Conveyance ("Sale Deeds") vide being nos. 09107/2021, 07305/2019, 07306/2019, 07307/2019, 02892/2018, 09098/2021, 07304/2019, 09088/2021, all registered at the Office of Additional Registrar of Assurances-IV, Kolkata, the Owners purchased, acquired and got seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT piece and parcel of lands having total area of 176.44 decimals more or less equivalent to 106 Cottahs, 13 Chittacks and 20 Square Feet more or less comprised in R.S Dag Nos.110, 127, 111, 112, 113, 114, 115, 124, 124/475, 123, 122, 109 appertaining to L.R. Dag Nos.104, 106, 107, 111, 112, 113, 114, 117, 118, 119, 120, 127 appertaining to L.R. Khatian Nos.1324,

1314, **1081**, **1086**, **1080**, **1079**, **1058**, **1057**, **1055**, **1054**, **1050**, **1366**, **1083**, **1053**, **1313**, **1309**, **1333**, **1321 and 1328**at Mouza Dhamaitala, P.S. Sonarpur, J.L. No.75, Re. Su. No. 236, Touzi Nos. 3 to 5, Pargana – Magura, District South 24 Parganas **under Ward No.25 of the Rajpur Sonarpur Municipality** and which is under the jurisdiction of Additional District Sub Registry Office at Sonarpur, together with the building and structures standing thereon (hereinafter referred to as the said **PROPERTY).**

- B. The Abstract of Title with Registration Details of Registered Ownership Deeds of the Owners upon the said Property is more fully mentioned in the **EIGHT SCHEDULE** hereunder written.
- C. Pursuant to aforesaid, the Owners herein became the absolute joint owners of the said Property and got their names mutated in the records of B.L. & L.R.O. having jurisdiction vide L.R. Khatian Nos.1324, 1314, 1081, 1086, 1080, 1079, 1058, 1057, 1055, 1054, 1050, 1366, 1083, 1053, 1313, 1309, 1333, 1321 and 1328 and also in the records of Rajpur Sonarpur Municipality vide Assessee Number:1104302160612 as per the Mutation Certificate issued on 11.10.2022 issued by the Rajpur Sonarpur Municipality, and pursuant to such mutation the entire land being the said property was identified as single Holding No.841, Dwarir Road under Ward No.25 of the Rajpur Sonarpur Municipality (more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written and hereinafter referred to as "the said PREMISES").
- D. Thereafter the Owners herein got the classification of the said premises having an area of 106 Cottahs, 13 Chittacks and 20 Square Feet more or less converted to BASTU under Section 4C of the West Bengal and Reforms Act, 1955 vide Conversion Order issued by the Government of West Bengal, Office of the Block Land & Land Reforms Officer, Sonarpur, South 24 Parganas vide Memo No.41/Conv/2446/BLR-SNP/22 dated 28.07.2022, Memo No.41/Conv/2451/BLR-SNP/22 dated 28.07.2022, Memo No.41/Conv/2446/BLR-SNP/22 dated 28.07.2022, Memo No.41/Conv/2452/BLR-SNP/22 dated 28.07.2022, Memo No.41/Conv/2455/BLR-No.41/Conv/2460/BLR-SNP/22 SNP/22 dated 28.07.2022, Memo dated 28.07.2022, Memo No.41/Conv/2453/BLR-SNP/22 dated 28.07.2022, Memo No.41/Conv/2458/BLR-SNP/22 dated 28.07.2022, Memo No.41/Conv/2448/BLR-SNP/22 dated 28.07.2022, Memo No.41/Conv/2461/BLR-SNP/22 dated 28.07.2022, Memo No.41/Conv/ CN/2022/1615/2651/BLR-SNP/22 dated 28.07.2022, Memo No.41/Conv/2445/BLR-SNP/22 dated 28.07.2022, Memo No.41/Conv/2701/BLR-SNP/22 dated 10.08.2022, Memo No.41/Conv/2700/BLR-SNP/22 dated 10.08.2022, Memo No.21 (conr)/1099/SDL-BRP/22 dated 01.09.2022, Memo No.41/Conv/2449/BLR-SNP/22 dated 28.07.2022, Memo No.41/Conv/2450/BLR-SNP/22 dated 28.07.2022, Memo No.41/Conv/2454/BLR-SNP/22 dated 28.07.2022, Memo No.41/Conv/2447/BLR-SNP/22 dated 28.07.2022, Memo No.41/Conv/2457/BLR-SNP/22 dated 28.07.2022.
- E. In the circumstances, the Owners became the absolute, undisputed and recorded owners of the said Premises, each of the Owners being entitled to an undivided shares or interests in the said premises absolutely and forever free from all encumbrances and charges whatsoever and have been paying all rates and taxes to the Municipality as well other Competent Authority including B.L.&L.R.O. having jurisdiction.

- F. The Owners cause a Deed of Boundary Declaration dated 31.08.2022 registered in Book No.I, Deed No.160410233 for the year,2022 at the Office of DSR-IV, South 24 Parganas for the purpose of getting a Plan sanctioned by the Rajpur Sonarpur Municipality and/or any other Competent Authority declaring the correct and present boundary of the said premises.
- G. By a Development Agreement dated 17.12.2022 which has been registered at the office of the A.R.A.-IV, Kolkata and recorded in Book No.I, Volume No.1904 to 2022, Page from 1172044 to 1172103 vide being no. 20282 for the year 2022, the Owners with the intent of undertaking the development of the said Premises, granted the exclusive right of development in respect of the said Premises unto and in favour of the Promoter herein for the consideration and subject to the terms and conditions contained and recorded in the said Agreement (hereinafter referred to as the **DEVELOPMENT AGREEMENT**) and also granted a Development Power of Attorney dated 17.12.2022 which has been registered at the office of the A.R.A.-IV, Kolkata and recorded in Book No.I, Volume No.1904 to 2022, Page from 1176606 to 1176640, vide being no. 20293 for the year 2022 in connection with the development of the Project and Transfer of the constructed areas (hereinafter referred to as the **DEVELOPMENT POWER OF ATTORNEY**).
- H. In pursuance of the said Development Agreement, the Promoter/Promoters caused a map or plan to be sanctioned by the Rajpur Sonarpur Municipality being Building permit No.SWS-OBPAS/2207/2023/0430 dated 21.03.2023 (hereinafter referred to as **the PLAN**) (the expression plan shall mean and include all modifications and/or alterations made thereto from time to time) whereby the Promoter became entitled to construct erect and complete new three blocks of buildings at the said Premises comprising of Block 1, Block 2a and Block 2b in two Phases. The First Phase of development shall comprise the said **Block 2a and 2B** (hereinafter referred to as the **NEW BUILDING**) and the Second Phase of development shall comprise the said Block 1.
- I. The Promoter commenced the work of construction of a new building in Phase-1 comprising the said BLOCK 2A AND 2B at the said Premises in accordance with the said Plan and informed Rajpur Sonarpur Municipality about such commencement vide its letter Reference No.:_____.
- J. The Promoter has registered the Real Estate Project under the provisions of the West Bengal Real Estate Regulation Act at Kolkata on ______under Registration No. _____
- K. The Promoter intended to sell and transfer the various flats unit's apartments and sanctioned car parking spaces to various intending Allottee/Purchasers in compliance of various laws and regulations as applicable.
- L. In terms of **Article 11 (11.2 and 11.3)** of the said Development Agreement it has been agreed between the Promoter and the Owner/s that the gross sale proceeds accruing consequent to sale and transfer of any flat/apartment in the said new building will be shared between the Owner/s and the Promoter in a manner whereby the Owner/s shall be entitled to 40%(Forty) per cent of such gross receipts and the Promoter shall be entitled to retain for itself the remaining 60% (Sixty) per cent of such gross sale proceeds and the said

Development Agreement further provides that the entire payment shall be received by the Promoter and the Promoter shall pay to the Owners as per their agreed ratio of 40% of such gross sale proceeds.

- M. The Allottee/Purchaser desirous of acquiring on Ownership basis had applied for an apartment in the Project vide application no._____ dated ______ and has been allotted **ALL THAT** the Apartment No._____ on the _____ floor of the new building being BLOCK _____ of the said Premises containing by estimation a **CHARGEABLE AREA** of ______ sq.ft. (Carpet area) (be the same a little more or less) corresponding to super built-up area of _______ sq.ft. (be the same a little more or less) TOGETHER WITH the open terrace containing by estimation an area of _______ sq.ft. (more or less) (**Carpet area**) on the same floor of the said Apartment and connected with the said Apartment TOGETHER WITH right to park _______ medium size car in the car parking space/s **TOGETHER WITH** the pro rata share in the common parts portions areas and facilities of the Real Estate Project (Share In Common Areas), the said common parts portions areas and facilities of the Real Estate Project being described in **THIRD SCHEDULE** hereunder written AND TOGETHER WITH the undivided, impartible, proportionate and variable share in the land underneath the Said Building, as be attributable and appurtenant to the Said Apartment/Terrace (more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as the said **APARTMENT AND THE PROPERTIES APPURTENANT THERETO**).
- N. By an Agreement for Sale dated ______, the Owner along with the Promoter agreed to sell and transfer the said Apartment and the Properties Appurtenant Thereto in favour of the Allottee/Purchaser herein for a consideration of Rs._____ and on the terms and conditions therein mentioned.
- O. The Allottee/Purchaser has from time to time made further payments to the Promoter towards part consideration under and in terms of the said Agreement.
- P. The Promoter has completed the construction of the new building in PHASE-1 COMPRISING THE SAID BLOCK
 2A AND 2B at the said Premises in accordance with the said Plan and also comprising the said Apartment and the Properties Appurtenant Thereto.
- Q. The Promoter having completed construction of the said building duly obtained completion certificate dated _______ bearing Completion Case No.______ issued by the Rajpur Sonarpur Municipality.
- R. The Promoter has given Notice to the Allottee/Purchaser to take possession of the said Apartment and the Properties Appurtenant Thereto within **TWO (2) MONTHS** from the date of issuance of occupancy certificate along with the execution and registration of the Deed of Conveyance, which shall be mandatory to take possession.
- S. The Allottee/Purchaser has inspected the said Apartment/Flat constructed and completed by the said Promoter and also of the said car parking space as per the sanctioned plan, with all the common facilities and amenities provided by the Promoter; and the Allottee/Purchaser is satisfied about the lay-out plan, construction of the said

Apartment and the materials used as per the specifications mentioned in the **FOURTH SCHEDULE** hereunder written and about the correctness of the area contained in the said Apartment and is also satisfied about the situation and location of the said car parking spaces. The Allottee/Purchaser is also satisfied with the marketable title of the Owners and the Development rights of the Promoter under the said registered Development Agreement. The Allottee/Purchaser has gone through all the terms and conditions set out in this Deed and have understood his obligations and rights detailed herein. The Allottee/Purchaser hereby confirms that he/she/it is executing this Deed with full knowledge of all the laws, rules, regulations, notifications etc applicable to the project and acknowledges that the terms and conditions of this Deed are fair and reasonable. Hence the Allottee/Purchaser undertakes not to have any legal recourse of any nature against the Promoter and/or the Owners regarding the same; And the Allottee/Purchaser has agreed to complete the purchase thereof and comply with the Allottee/Purchaser's obligations in terms of the said Agreement.

T. Accordingly the Owners with the consent of the Promoter have agreed to grant conveyance of the said Apartment and the Properties Appurtenant Thereto in consideration of the said agreed price paid by the Allottee/Purchaser and subject to the Allottee/Purchaser covenants obligations responsibilities and also the terms and conditions to be fulfilled and performed and observed by the Allottee/Purchaser hereinafter stated.

<u>NOW THIS DEED WITNESSETH</u> that in pursuance of the said Agreement dated ______ made between the Parties hereto and in consideration of the said aggregate sum of **Rs._____/- (Rupees ______ only)** well and truly paid to the the Promoter by the Allottee/Purchaser at or before the execution of these presents (the receipt whereof the said Promoter do hereby as also by the receipt hereunder written admit and acknowledge and confirm and do hereby discharge the Allottee/Purchaser and the said Apartment and the Properties Appurtenant Thereto forever and absolutely from the payment of the same), the Owner herein along with the Promoter do hereby jointly grant convey sell transfer assure and assign unto the said Allottee/Purchaser herein **ALL THAT** the Residential Apartment No._____ containing by estimation a **CHARGEABLE AREA** of ______sq.ft.(Carpet area) (be the same a little more or less) corresponding to super built-up area of _______ sq.ft. (be the same a little more or less) more particularly described in SECOND SCHEDULE hereunder written ("Said Apartment") on the _____ floor of the new building being BLOCK - _____ comprised in the complex called "SPOTLIGHT PRAVESH" situated and lying at Holding No.841, Dwarir Road under Ward No.25 of the Rajpur Sonarpur Municipality (more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written and hereinafter referred to as "the said PREMISES") TOGETHER WITH the open terrace containing by estimation an area of ______sq.ft. (more or less) (Carpet area) on the same floor of the said Apartment and connected with the said Apartment more particularly described in **SECOND SCHEDULE** hereunder written ("Said Terrace") TOGETHER WITH right to park _____ medium size car in the car parking space/s more particularly described in SECOND SCHEDULE hereunder written (Said Parking Space), if any granted AND TOGETHER WITH pro rata share in the common parts portions areas and facilities of the Real Estate Project (Share In Common Areas), the said common parts portions areas and facilities of the Real Estate Project being described in **THIRD** SCHEDULE hereunder written ("Common Areas") AND ALSO TOGETHER WITH undivided, impartible, proportionate and variable share in the land underneath the Said Building, as be attributable and appurtenant to the Said Apartment ("Land Share"). The Said Apartment, the said Terrace, the Said Parking Space (if any), the Share In Common Areas and the Land Share, collectively described in **SECOND SCHEDULE** hereunder written (collectively "the said Apartment and the Properties Appurtenant Thereto") AND ALSO TOGETHER WITH all rents issues and profits of and in connection with the said Apartment and the Properties Appurtenant Thereto AND all the estate right title and interest of the Owner into and upon the said Apartment and the Properties Appurtenant Thereto BUT EXCEPTING AND RESERVING such rights easements quasi- easements privileges reserved for any particular Apartment and/or the Society and/or Association of other Allottee/Purchasers (more fully and particularly mentioned and described in the SIXTH SCHEDULE hereunder written) AND TOGETHER WITH all easements or quasi- easements and provisions in connection with the beneficial use and enjoyment of the said Apartment and the Properties Appurtenant Thereto(more fully and particularly mentioned and described in the SEVENTH SCHEDULE hereunder written) TO HAVE AND TO HOLD the said same absolutely and forever and **TOGETHER WITH** inheritance thereof free from all encumbrances suffered or created by the Owner and/or the Promoter BUT subject to the payment of proportionate share of land revenue, if any, AND also subject to the covenants running with the said land AND also subject to the Allottee/Purchaser performing fulfilling abiding by carrying out and observing the Allottee/Purchaser covenants including the restrictions binding on the Allottee/Purchaser as hereinafter contained relating to use, enjoyment and possession of the said Apartment and the Properties Appurtenant Thereto; AND also subject to the Allottee/Purchaser paying and discharging all Municipality rates taxes and other statutory charges impositions taxes and levies in respect of the said Apartment and the Properties Appurtenant Thereto from the date of delivery of possession/date of commencement of liability whichever is earlier AND also subject to the Allottee/Purchaser paying proportionate share of common expenses and the share of the maintenance charges and the other charges and amounts in respect of the said Apartment and the Properties Appurtenant Thereto to the said Promoter and/or the Holding Organization AND also subject to several terms and conditions and covenants on the part of the Allottee/Purchaser and to be fulfilled and carried out and performed by the Allottee/Purchaser as herein stated.

And in the premises aforesaid and at the requisition of the Allottee/Purchaser and with the consent of the Allottee/Purchaser it is recorded and confirmed that the sale and transfer of the undivided proportionate title to the said Land attributable to the Apartment/Unit by the Owners and of the undivided proportionate title to the areas taken up by other Common Areas by the Owners and the Promoter is and shall be deemed to be hereby conveyed to the Allottee/Purchaser in trust and for the benefit of the Association in which the Allottee/Purchaser shall be one of its members without requirement of any act in future on the part of the Owners and the Promoter. Such sale and transfer is intended to ipso facto take effect in favour of the Association immediately upon its incorporation absolutely and shall remain vested with the Allottee/Purchaser in the manner stated above until then. It is clarified that if any document or instrument is required, in law, to be executed and registered to confirm or vest the said transfer in favour of the Association, the parties hereto shall execute and register the same at the cost and expense of the Allottee/Purchaser.

I. THE OWNERS DOTH HEREBY COVENANT WITH THE ALLOTTEE/PURCHASER as follows:

1. The Owners have in pursuance of the said recited Conveyance/s herein below, sufficient authority to grant, convey, transfer, assign and assure the said Apartment and the Properties Appurtenant Thereto in the manner herein stated.

- 2. That it shall be lawful for the Allottee/Purchaser at all times hereafter to peaceably and quietly hold, occupy and enjoy the said Apartment and the Properties Appurtenant Thereto without any lawful eviction, interruption, hindrance, disturbance, claim or demand whatsoever from or by the Owners but subject nevertheless to the provisions herein.
- 3. The Allottee/Purchaser shall have exclusive ownership of the said Apartment and the Properties Appurtenant Thereto.
- 4. The Allottee/Purchaser shall also have undivided proportionate share in the Common Areas of the Real Estate Project (described in Third Schedule below). Since the share/interest of the Allottee/Purchaser in the Common Areas of the Real Estate Project is undivided and cannot be divided or separated, the Allottee/Purchaser shall use the Common Areas of the Real Estate Project along with other occupants/Allottee/Purchasers of the Project, maintenance staff etc., without causing any inconvenience or hindrance to them.

II. THE PROMOTER DOTH HEREBY COVENANT WITH THE ALLOTTEE/PURCHASER as follows:

- 1. The Promoter has in pursuance of the said recited Development, sufficient authority to grant, convey, transfer, assign and assure the said Apartment and the Properties Appurtenant Thereto along with the Owner in the manner herein stated.
- 2. That it shall be lawful for the Allottee/Purchaser at all times hereafter to peaceably and quietly hold, occupy and enjoy the said Apartment and the Properties Appurtenant Thereto without any lawful eviction, interruption, hindrance, disturbance, claim or demand whatsoever from or by the Promoter but subject nevertheless to the provisions herein.
- 3. It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee/Purchaser from the date of obtaining the completion certificate, it shall be the duty of the Promoter to rectify such defects without further charge.
- 3.1 However it is clarified that the Promoter shall not be liable for any such defects on the following grounds;
- 3.1.1 Any negligence and/or latches on the part of the Allottee/Purchaser.
- 3.1.2 Any act deed or thing on the part of any third party.
- 3.1.3 Any act of vandalism or destruction on the part of any person.
- 3.1.4 Due to any acts or omissions or commissions (of the Allottee/Purchaser or any person appointed by him or acting under him or under his instructions such as change in wiring, plumbing, fitting, cutting, chiseling, making hole. However If any defect arises due to any normal wear and tear or due to reasons not solely attributable to the Promoter, will also be acceptable to the Allottee/Purchaser.

- 3.1.5 If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee/Purchaser taking over possession of the Apartment, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
- 3.1.6 If there are changes changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottee/Purchaser, the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations:
- 3.1.7 If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
- 3.1.8 If the Allottee/Purchaser in possession now of the Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;
- 3.1.9 Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost, excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 200 Centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
- 3.1.10 If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee/Purchaser or his / her agents in the manner in which same is required to be maintained.
- 3.1.11 Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof. Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. Provided that where the manufacturer warranty as shown by the Promoter to the Allottee/Purchaser ends before the defect liability period and such warranties are covered under the maintenance of the said Residential Complex and if the annual maintenance contracts are not done/renewed by the Allottee/Purchaser/s, the Promoter shall not be responsible for any defects occurring due to the same.
- 3.1.12 If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.
- 3.1.13 on account of any force majeure events.

III. THE ALLOTTEE/PURCHASER DOTH HEREBY COVENANTS WITH THE OWNERS AND THE PROMOTER as follows:

- a. The Allottee/Purchaser acknowledges that maintenance of the common parts and portions and supply of services is for the benefit of all the Apartment/Unit Owners and the Purchaser acknowledges that the Promoter has already formed a Holding Organization in the form of a private limited company/limited liability partnership firm/ Society or Syndicate/Association of Persons (hereinafter referred to as the HOLDING ORGANISATION),.
- b. The Allottee/Purchaser agrees to become a member/shareholder of such Holding Organization and shall abide by all the rules and regulations which may be framed from time to time by such Holding Organization.
- c. Since the Holding Organization has been formed by the Promoter, the Adhoc Committee formed stands dissolved.
- d. It is agreed that on completion of the complex and the Owners and the Promoter having sold and transferred all the Units and car parking space of all the buildings under the similar Deeds with the respective the Allottee/Purchasers of the same and on the Promoter receiving the full price and all the other amounts from all the Allottee/Purchasers of all other Units and also from the Allottee/Purchaser under this Deed including all other charges and deposits payable to the Promoter and upon the Owners and the Promoter having already executed registered the final Deeds of Allottee/Purchasers of all the respective Units and car parking space in favour of all the Allottee/Purchasers including in favour of the Allottee/Purchaser under this Deed, the Promoter shall call upon in writing all the Allottee/Purchasers all the Units including the aforesaid Allottee/Purchaser for taking up the management and the affairs of the said buildings by taking control of the Holding Organization and the Allottee/Purchaser including all other Allottee/Purchasers shall within **three months** take over the management of the common affairs of the said buildings by taking control of the Holding Organization.. The Allottee/Purchaser admits and acknowledges that the maintenance charges shall commence from the date of Notice of Possession and/or completion of the Project vide obtaining occupancy certificate which ever is earlier as also mentioned herein below.
- e. If in spite of such notice the said Allottee/Purchaser and other Allottee/Purchasers of other Units shall fail to takeover charge of the management of the affairs of the said building and the acts relating to the common purpose by taking control of the Holding Organization, the Promoter shall have the option to discontinue and to withdraw from the management and to remove the Promoter and leave the building without any notice to any body and without any liability for damages or consequence or compensation for non availability of the services to the Allottee/Purchaser and other Allottee/Purchasers in the building.
- f. So long as each Apartment in the said premises shall not be separately mutated and assessed by the Municipality and/or by the appropriate authority, the Allottee/Purchaser shall pay the proportionate share of all rates and taxes assessed on the whole premises from THE DATE OF NOTICE OF POSSESSION to the Promoter or Holding Organization within 7 days from any demand being made. Such proportion is to be determined by the Promoter on the basis of the proportionate area of the Allottee/Purchasers Apartment. However in order to avoid any liability of payment of such proportionate share of all rates and taxes to the Promoter, the Allottee/Purchaser has deposited a security amount with the Promoter/ Holding Organization as mentioned in the Sixth Schedule to the said Agreement.
- g. The Allottee/Purchaser shall be liable from the date of possession or from the date of commencement of liability and also hereafter to bear and pay a share of common expenses to the Promoter or Holding Organization from time to time and in particular and without prejudice to the generality of the foregoing the Allottee/Purchaser shall pay to the Holding Organization, (i) a sum of Rs.30/- per Sq. Ft. on the super built-up area of the Apartment towards Sinking Fund as funds for future repairs replacement, improvements and developments in the said

Project and this amount shall be and/or may be adjusted against any arrears in maintenance (ii) Rs.36/- per Sq. Ft. on the super built-up area of the Apartment towards Maintenance Deposit as 12 months maintenance charges for the said Apartment at a pre-determined rate of Rs.3.00 per sq.ft. (Maintenance charges which will be calculated on the super built-up area of the Flat) which can be revised at the time of taking over the maintenance and (3) Rs.20/- per Sq. Ft. on the super built-up area of the Apartment for twelve months, all including GST as applicable and all such deposits shall carry no interest.

- h. The Promoter/ Holding Organization/ association of Allottee/Purchasers shall have rights of unrestricted access of all Common Areas of the Real Estate Project, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee/Purchaser agrees to permit the association of Allottee/Purchasers and/or Holding Organization to enter into the Said Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.
- i. The service areas, as located within the Said Complex, 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 etc. and other permitted uses as per sanctioned plans. The Allottee/Purchaser shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of Allottee/Purchasers formed by the Allottee/Purchasers for rendering maintenance services in accordance with the provisions of the West Bengal Apartment Ownership Act 1972.
- j. The Allottee/Purchaser shall, after taking possession, be solely responsible to maintain the Said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Said Building, or the Said 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 Said Apartment and keep the Said 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 Said Building is not in any way damaged or jeopardized.
- k. The Allottee/Purchaser further undertakes, assures and guarantees that he/she would not put any sign-board / nameplate, neon light, publicity material or advertisement material etc. on the face facade of the Said Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee/Purchasers shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows and the walls of the balcony and shall also not put tiles thereupon or carry out any change in the exterior elevation or design. Further the Allottee/Purchaser shall not store any hazardous or combustible goods in the Said Apartment or place any heavy material in the common passages or staircase of the Said Building. The Allottee/Purchaser shall also not remove any wall including the outer and load bearing wall of the Said Apartment.
- The Allottee/Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Holding Organization and/or maintenance agency appointed by association of Allottee/Purchasers. The Allottee/Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

- m. The Allottee/Purchaser hereby acknowledges that since some of the parking spaces shall be dependable between the Allottee/Purchasers of the project, proper co-operation with utmost courtesy should be maintained between such Allottee/Purchaser in order to have a smooth and efficient use and occupation of such car parking spaces and all rules and regulations framed by the Association or the Holding Organization shall be strictly followed and observed in connection with the same.
- 18.1 The Allottee/Purchaser hereby agreed to purchase the Apartment/Apartment and the Properties Appurtenant thereto on the specific understanding that his/her/their/its right to use of the Common Area and the Common Facilities shall be subject to timely payment of the total maintenance charges, as determined and thereafter billed by the Promoter/Holding Organization/Association of the Allottee/Purchasers as the case may be and performance by the Allottee/Purchaser of his/her obligation in respect of the terms and conditions specified by the Holding Organization or the Association of Allottee/Purchaser/s from time to time.
- 18.2 The Promoter shall always have the right and absolute authority to construct additional floors on the said building,, which will contain the said Apartment/Unit as may be permitted by the Rajpur Sonarpur Municipality and within the provisions of the Act and the Allottee/Purchaser will not be entitled to raise any objection and make any grievance for the disturbance and annoyance caused if any, due to such constructional activities for the said construction of additional floors and will not be entitled to claim any compensation in that behalf and upon construction of additional floors the rights and undivided share of the Allottee/Purchaser in the land of the said premises shall also consequently vary and stand reduced proportionately and in that case the Allottee/Purchaser shall not be entitled to claim any abatement or reduction in purchase price or claim any compensation or damages whatsoever.
- 18.3 That the Promoter shall not be liable if there is any disconnection or interruption in the use of electricity, generator, water, and other utilities etc., owing to any nonpayment of bills and charges by the Allottee/Purchaser.
- 18.4 The Allottee/Purchaser shall be and remain responsible for and to indemnify the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the said land 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/Purchaser 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/Purchaser or the servants agents licensees or invitees of the Allottee/Purchaser and/or any breach or non-observance on-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee/Purchaser.
- 18.5 The tax deduction at source (TDS) under the Income Tax laws if applicable and has been deducted by the Allottee/Purchaser(s) on the consideration paid to the Promoter and the same shall be deposited by the Allottee/Purchaser to the concerned authority within the time period stipulated under law and the Allottee/Purchaser(s) shall provide proper evidence thereof to the Promoter within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Allottee/Purchaser(s) to the concerned authority or proper evidence thereof is not provided to the Promoter, then the same shall be treated as default on the part of the Allottee/Purchaser under this Deed and the amount thereof shall be treated as outstanding.
- 18.6 The Allottee/Purchaser hereby agrees to observe and perform the following stipulations, regulations and covenants as House Rules and as usage of the said Apartment.

ALLOTTEE/PURCHASER'S COVENANTS - HOUSE RULES/USAGE

After the Allottee/Purchaser has taken over possession of the said Apartment the Allottee/Purchaser as a separate covenant has agreed:

- a) TO CO-OPERATE with the other co-Allottee/Purchaser and/or co-buyers and the Vendor in the management and maintenance of the said building.
- b) TO OBSERVE the rules framed from time to time by the Promoter and/or the Holding Organization.
- c) TO ALLOW the Promoter and/or their authorized representative and/or the Holding Organization enter into the said Flat and/or common parts and areas including the Utility Room, for the purpose of maintenance and repairs.
- d) TO PAY and bear the common expenses and other outgoing and expenses since the date of possession and also the rates and taxes for and/or in respect of the said Building and/or common parts/areas and wholly for the said Apartment and/ or to make deposits on account thereof in the manner mentioned hereunder including GST to or with the Promoter and/or the Holding Organization. Such amount shall be deemed to be due and payable on and form the date of possession whether actual possession of the said Apartment/Unit has been taken or not by the Allottee/Purchaser.
- e) TO DEPOSIT the amounts reasonably required with the Promoter and/or the Holding Organization as the case may be towards the liability for the rates and taxes and other outgoings.
- f) TO PAY charges for electricity in or relating to the said Apartment/Unit wholly and proportionately relating to the common parts.
- g) To use the said Apartment for residential purposes only and for no other purpose whatsoever or howsoever.
- h) To pay and discharge all existing and future rates and water charges, taxes, duties, charges, assessments, impositions and outgoings whatsoever which now are or at any time in future may be charged, levied, rated, assessed or imposed in respect of the said Apartment.
- i) From time to time and at all times to repair and maintain and keep in good and substantial repair and condition the said Apartment.
- j) To keep the said Flat in a clean and tidy condition and to clean both sides of all windows and window frames and all other glass and other panels in the said Apartment.
- k) Use the Community Hall for small functions of their families or for the meeting of Allottee/Purchaser of flat or for the use of any function / meeting by all the Allottee/Purchaser of flat of the project. Although the Community Hall shall be provided with a Pantry/Kitchen, however, it shall be used only for warming of the pre-cooked food or final dressing of the food etc. and for the safety purpose, in no circumstances, the full-fledged cooking shall be allowed.

The Allottee/Purchaser hereby further covenants by way of negative covenants as follows:

- a) NOT TO sub-divide the said Apartment/Unit and/or the Parking space or any portion thereof.
- b) NOT TO do any act deed or thing or obstruct the construction and completion of the said building in any manner whatsoever and notwithstanding any temporary obstruction in the Allottee/Purchaser's enjoyment of the said Apartment/Unit.

- c) NOT TO throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said building and / or compound or any portion of the building except in the space for garbage to be provided in the ground floor of the said building.
- d) NOT TO store or bring and allow to be stored and brought in the said Apartment/Unit any goods of hazardous or combustible nature or which are to heavy as to affect or endanger the structures of the building or any portion of any fittings for fixtures thereof including windows, doors, floors etc. in any manner.
- e) NOT TO hang from attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- f) NOT TO fix or install air conditioners in the said Apartment/Unit save and except at the places, which have been specified in the said Apartment/Unit for such installation and to follow the guidelines for laying of pipeline as directed by the Promoter or the Holding Organization.
- g) NOT to allow goods, articles or materials of any description to be stored, stocked or displayed on any of the building common parts or otherwise other than in suitable bins and/or receptacles provided for such purpose.
- h) NOT TO DO or cause anything to be done in or around the said Apartment which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said Apartment or adjacent to the said Apartment or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- i) NOT to use the said Apartment or any part or portion thereof for any political meeting nor for any dangerous noxious of offensive trade or business
- j) NOT to slaughter or permit to be slaughtered any animal and/or bird either on festive occasions or on any occasion whatsoever nor shall display outside their Apartment any slaughtered bird or animal nor shall exhibit or permit to be exhibited nor shall bring any slaughtered animal and/or bird openly though the corridor and/or entrance and nor do any act deed or thing which may hurt or injure the sentiments of any of the other Owner/s and/or occupiers of the said residential complex.
- k) NOT to permit any sale by auction or public meeting or exhibition or display to be held upon the Apartment nor to permit or suffered to be done into or upon the said Apartment or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, damage, unreasonable annoyance or unreasonable inconvenience to the other Owners and/or occupiers.
- NOT to keep in the said Apartment any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk or fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Apartment and/or any other Apartment in the said residential complex.
- m) NOT to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the residential complex.
- n) NOT TO create hindrance/obstruction in any manner whatsoever to occupiers of the said new building particularly regarding use of Common Parts and Portions.

- o) NOT TO damage or demolish or cause to be damaged or demolished the said Apartment/Unit or any part thereof or the fittings and fixtures affixed thereto.
- p) NOT TO close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandahs, lounges or any external walls or the fences of external doors and windows including grills of the said Apartment/Unit which in the opinion of the Promoter / Holding Organization differs from the colour scheme of the building or deviation or which in the opinion of the Promoter and/or the Holding Organization may affect the elevation in respect of the exterior walls of the said building.
- q) NOT TO install grills which are protruding the windows, such grills to be fitted only inside the windows and shall be of such as shall be approved by the Promoter and / or the Architect and the place where such grills are to be put up shall be as designated or identified by the Promoter / Architect or the Holding Organization.
- r) NOT TO do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Apartment/Unit or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- s) NOT TO make in the said Apartment/Unit any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the Promoter /the Holding Organization and/or any concerned authority.
- t) THE ALLOTTEE/PURCHASER shall not fix or install any window antenna on the roof or terrace of the said building nor shall fix any antenna excepting that the Allottee/Purchaser shall be entitled to avail of the central antenna facilities to be provided by the Promoter / the Holding Organization to the Allottee/Purchaser and also the other Owners of the units in the said Premises at their cost.
- u) NOT TO use the said Apartment/Unit or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutcha or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.
- v) Not to use the Community Hall for weddings/religious festivals, or any ceremonial rite that require lighting up of a fire /spraying of color/sacrifice of animals. Not to use or permit the use of any loud speakers beyond the time limit and confines of the Community Hall. Not to use the said hall, and any other covered/ enclosed area of the said project for sprinkling or spraying of colour and paints/lighting up of fire /sacrifice of animals during any festival, but to celebrate the same, in the outdoor areas of the premises, if and as may be allowed by the Promoter/ Association as the case may be, and only in the area as may be designated by them, provided however, that such celebrations shall not continue beyond 10

p.m. and music, if any played, shall be within tolerable limits, so as no objection is raised from any other occupants.

- v) NOT TO use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
- w) NOT TO park car on the pathway or open spaces of the building or at any other spaces except the space allotted to it and shall use the pathways as would be decided by the Promoter / Holding Organization.
- x) TO ABIDE by such building rules and regulations as may be made applicable by the Promoter and/or the Holding Organization.
- y) NOT TO display or permit any person to display raw meat or sacrificing of animals on the common parts or portions of the said building or at the said premises.
- z) NOT TO do or permit to be done any act deed or thing whereby the sentiments of other occupants are in any way injured or hurt.
- aa) NOT TO use or permit to be used the service areas and the first floor car parking areas in any manner whatsoever other than those earmarked for car parking spaces without the consent of the Promoter and/or the Holding Organization.
- bb) In the event of nonpayment of such services and maintenance charges the Allottee/Purchaser shall be liable to pay interest at the rate of 12 % per annum to the Promoter and/or the Holding Organization and in the event of such default shall continue for a period of sixty days from the date it becomes due then and in that even without prejudice to any other rights which the Promoter and/or Holding Organization may have the Promoter and / or the Holding Organization shall be entitled to and the Allottee/Purchaser hereby consents to the :
 - 1. To discontinue the supply of electricity.
 - 2. To discontinue / disconnect the supply of water.
 - 3. To withhold the services of lifts to the Allottee/Purchaser and the members of their families and visitors and the same shall not be restored until such time the Allottee/Purchaser having made full payment of the amounts due with interest at the aforesaid rate.
 - 4. To discontinue the facility of DG power back-up.
- cc) In the event of non-payment of any of the amounts payable by the Allottee/Purchaser to the Promoter/ Holding Organization, the Promoter / Holding Organization as the case may be in addition to above will also be entitled to interest on the amount remaining outstanding at the rate of 12 % per annum. And such facilities shall not be restored until such time the Allottee/Purchasers has made payment of all the amounts lying in arrears together with interest accrued at the aforesaid rate including all costs charges and expenses incurred till then by the Promoter for realization of the amounts lying in arrears including reasonable attorney's fees paid and/or incurred by the Promoter/Holding Organization in respect of any proceedings brought about to collect such unpaid common area maintenance charges or to enforce any lien in respect of such unpaid common area maintenance charges shall be on account of the Allottee/Purchaser.
- dd) That Allottee/Purchaser shall not have and/or claim any right of whatsoever nature over the ultimate roof of the Lift Machine Room / Overhead Tank/Stair Head Room of the newly constructed new building in the said project and the Promoter shall have exclusive right over the same to install Hoardings/Neon

Sign, Bill Boards / Advertisements etc. on the same or on the facade or terrace of the new building or a portion of the boundary wall and shall be entitled to all the revenue out of the same, however, Promoter shall only be liable for the payment of all the necessary electricity, any or all statutory charges, taxes, levies and outgoings, as may be imposed by the authority/ authorities for the same.

CAR PARKING:

- a) It is hereby made expressly clear by and between the parties hereto that the Car Parking Area allotted to the Allottee/Purchaser shall be used only for the purpose of parking of a passenger car and will not be used for any other purposes whatsoever or howsoever and in no event the Allottee/Purchaser shall be entitled to use or cause to be used the car parking space allotted to him/ her for the purpose of storage, parking of any two wheeler or any equipment and/or any other vehicle excepting a passenger car or any equipment.
- c) THE said Parking Space/s shall be used only for the Purpose of Parking of car (s)/Two-wheeler(s).
- d) THE Allottee/Purchaser shall not permit anybody to reside in the said Parking Space/s or use the same for any other purpose other than parking of cars/ Two-wheeler(s).
- e) THE Allottee/Purchaser shall not park nor shall permit anybody to park the car(s) in the said Parking Space(s) in a manner, which may obstruct the movement of other car(s).
- f) In the event of the Allottee/Purchaser washing car(s) or permitting anybody to wash car(s) in the said Parking Space(s) then and in that event it will be obligatory on the part of the Allottee/Purchaser to clean up the entire space.
- g) THE Allottee/Purchaser shall not be entitled to cover up and/or make any construction on the said Parking Space(s) and/or open spaces.
- h) NOT to store nor permit anybody to store any articles or things into or upon the said Parking Space(s).
- TO abide by all the rules and regulations as may be made applicable for the use of the Parking Space(s) from time to time by the Holding Organization.
- j) MUST NOT let, or part with possession of the Car/Two-wheeler(s) Parking Space excepting as a whole with the said Flat to anyone else excepting to a person who owns a Flat in the building and the Allottee/Purchaser will give an undertaking and sign a document of adherence that the Car Parking space will be held only for the parking of cars.
- k) any repair, maintenance or replacements at the space of the Parking Facility or due to any other reason is temporarily or permanently not available, the Allottee/Purchaser shall not hold the Promoter (as Maintenance In-charge or otherwise) liable or responsible in any manner therefor. (j) In case the Allottee/Purchaser is provided facility of parking in the Mechanical Parking System, the Allottee/Purchaser shall abide by observe fulfill and perform all rules and regulations applicable to the user thereof.
- I) The Allottee/Purchaser accepts and acknowledges that any use of the parking facility if allotted to the Allottee/Purchaser in the Mechanical Parking System shall be subject to force majeure and interruptions, inconveniences and mechanical faults associated with its use and further that the Promoter and the Promoter or the Maintenance-in-Charge shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Mechanical Parking System.

m) In case the Promoter finds demand of parking facility to be more than the current capacity of the Project The promoter at his own discretion make additional multilevel mechanized parking in place of open car parking's and for that to modify existing sanctioned building plans, the Allottee/Purchaser gives his approval for the same. The Promoter has the right to take decision on evaluating the no. of mechanical needed as per the demand by the Allottee/Purchaser. If the promoter finds that the mechanical car park in high or low accordingly he will install the mechanical car park units.

(The aforesaid negative covenants are independent of each other and are capable of being enforced independently).

- IV. All letters, receipts and/or notices issued by the Promoter herein or the Holding Organization /association of Allottee/Purchasers vide Emails/SMS to the Allottee/Purchaser will be sufficient proof of receipt of the same by the Allottee/Purchaser and shall effectually discharge the Promoter herein or the Holding Organization /association of Allottee/Purchasers. The Allottee/Purchaser, however, shall not be entitled to plead non-service by the Promoter herein or the Holding Organization/association of Allottee/Purchaser of any notice, if such notice in writing has been duly displayed by the Promoter or the Holding Organization/association of Allottee/Purchasers at a prominent place at the said building. Notices by Email/SMS shall be acceptable and acknowledged by the Allottee/Purchasers to the Allottee/Purchaser by post will be only precautionary and not compulsory.
- V. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Deed, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.

THE FIRST SCHEDULE ABOVE REFERRED TO (PREMISES)

ALL THAT piece and parcel of Bastu lands having total area of **176.44 decimals** more or less equivalent to 106 Cottahs, 13 Chittacks and 20 Square Feet more or less comprised in R.S Dag Nos.110, 127, 111, 112, 113, 114, 115, 124, 124/475, 123, 122, 109 appertaining to L.R. Dag Nos.104, 106, 107, 111, 112, 113, 114, 117, 118, 119, 120, 127 appertaining to L.R. Khatian Nos.1324, 1314, 1081, 1086, 1080, 1079, 1058, 1057, 1055, 1054, 1050, 1366, 1083, 1053, 1313, 1309, 1333, 1321 and 1328at Mouza Dhamaitala, P.S. Sonarpur, J.L. No.75, Re. Su. No. 236, Touzi Nos. 3 to 5, Pargana – Magura situated at Holding No.841, Dwarir Road, Kolkata-700151, District South 24 Parganas under Ward No.25 of the Rajpur Sonarpur Municipality and which is under the jurisdiction of Additional District Sub Registry Office at Sonarpur, and butted and bounded as follows:-

ON THE NORTH – R.S. DAG NO- 92,93,94

ON THE EAST - R.S. DAG NOS- 116, 119, 120, 106, 107, 108

ON THE WEST - R.S. DAG NO- 127, 112(p), 125, 126.

OR HOWSOEVER OTHERWISE said premises butted bounded, numbered, known and distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO

(SAID APARTMENT AND THE PROPERTIES APPURTENANT THERETO)

Part - I

ALL THAT the Residential Apartment No._____ containing by estimation a **CHARGEABLE AREA** of ______sq.ft. (Carpet area) (be the same a little more or less) corresponding to super built-up area of _______sq.ft. (be the same a little more or less) on the ______ floor of the new building in BLOCK - _____ comprised in the complex called "SPOTLIGHT PRAVESH" at Holding No.841, Dwarir Road, Kolkata-700151, District South 24 Parganas under Ward No.25 of the Rajpur Sonarpur Municipality and more fully mentioned in the First Schedule herein above TOGETHER WITH pro rata share in the common parts portions areas and facilities of the Real Estate Project (Share In Common Areas), the said common parts portions areas and facilities of the Real Estate Project being described in THIRD SCHEDULE hereunder written AND TOGETHER WITH undivided, impartible, proportionate and variable share in the land underneath the Said Building, as be attributable and appurtenant to the Said Apartment (PLAN ANNEXED AND MARKED WITHIN ______ BORDERS)

Part - II

ALL THAT right of parking _____ medium size motor car/s in the car parking space on the ______ floor/basement/______ at the said Premises more fully mentioned in the First Schedule herein above. (PLAN ANNEXED AND MARKED WITHIN ______ BORDERS AND CAR PARKING SPACE EARMARKED)

Part-III

ALL THAT the open terrace containing by estimation an area of ______sq.ft. (more or less) (**Carpet area**) on the same floor of the said Apartment and connected with the said Apartment AND TOGETHER WITH undivided, impartible, proportionate and variable share in the land underneath the Said Building, as be attributable and appurtenant thereto. (PLAN ANNEXED AND MARKED WITHIN _____ BORDERS)

THE THIRD SCHEDULE ABOVE REFERRED TO

(COMMON PARTS AND PORTIONS)

<u>Part-I</u>

1. Areas:

i) Ultimate/top roof above the top floor of the Block, (user right only)

ii) Open and/or covered paths and passages of the said Block.

iii) Stair headroom, lift machine room and lift well of the said Block.

iv) All walls (save inside wall any flat or units) and main gates of the said Block.

2. Water and Plumbing:

- i) Water Reservoir of the said Block.
- ii) Water Tank of the said Block.
- iii) Water pipe (save those inside any flat and/or units).

3. Electrical Installations:

- i) Wiring and accessories for lighting of said Block Common Portions.
- ii) Electrical Installations relating to the meter for receiving electricity from the Electricity Supply Agency.
- iii) Pump, motor, lift and lift machinery of the said Block.

4. Drains:

i) Drains, sewerage and pipes of the said Block.

Part - II

(Complex Common Portions)

All common portions as are common between the co-owners of all the blocks contained in the complex:

1. Area:

- i) Open and/or common paths and passages inside the complex and outside any block contained in the complex
- ii) Boundary walls and main gates of the complex
- iii) Space for air-conditioned in community hall, games room, Guest house, gym & health club.
- iv) Landscaped compound area.
- v) Well designed and decorated lobby finished with marble and granite and/or stone/tiles finish.
- vi) Well decorated common roof.
- vii) Wide drive ways.

2. Water and Plumbing:

- i) Water pipes same those inside any block.
- ii) Deep tubewell or water of Sonarpur/Rajpur Municipality.

3. Electrical Installations:

- i) Wiring and accessories for lighting of common portion of the complex.
- ii) Pumps and motors reserved for use for common portion of the complex.
- iii) Common generator facilities for common service areas.
- iv) Light arrangements at the main gates and passages of the complex.

4. Drains:

i) Drains, sewers, septic tanks and pipes of the complex.

5. Others:

Other areas and installation and/or equipments as are provided in the complex for common use and enjoyment of all the co-owners of all the blocks in the complex such as intercom facilities (from flats to security rooms and vice versa) and 24 hours security service manned by trained guards round the clock. And CCTV services.

THE FOURTH SCHEDULE ABOVE REFERRED TO

[SPECIFICATIONS, AMENITIES, FACILITIES OF THE APARTMENT]

<u>PART - I</u>

(Specification of Construction of units/flats/apartments)

1. Foundation:

◆ Reinforced concrete Cement Structure.

2. Wall Finish

- ♦ Interior: Conventional brickwork with Putty.
- Exterior: Weather Coat Paint.

3. Flooring:

- ◆ Living/Dining: Vetrified Tiles.
- ♦ Rooms: Vetrified Tiles.
- Bathrooms and Kitchen: nonskid Ceramic/ Vetrified tiles.
- ♦ Stairs and Lobby: Marble/Granite/stone/Vetrified tiles.

4. Doors:

- Wooden frame with flush door.
- ♦ Toilets PVC frames with PVC doors.

5. Windows:

- ♦ Aluminum Sliding Window (power coated).
- ♦ Glass Railing in Balcony.

6. Kitchen:

- ♦ Counter with Granite Top.
- ♦ Glazed tiles upto 2' (two feet) above the counter.
- ♦ Stainless Sink.

7. Toilet:

- ♦ Concealed Pipeline.
- ♦ Hot and Cold water line in toilet.
- ♦ Glazed tiles upto door height.
- ♦ C.P. Bath and Sanitary Fittings of reputed make.

8. Electricals:

- ♦ Concealed copper wiring with Modular Switches.
- ♦ T.V. and Telephone Point in Living Room.
- ♦ AC point in Living/Dining and Master Bedroom.

9. Entrance Lobby:

- ♦ Marble/Granite/Stone/Vitrified tiles.
- Overhead illumination in common area and staircases.
- ♦ Lift of KONE Brand.

10. Others:

(Available to the Allottees/Purchasers only after completion of all the 3. of Blocks).

- ♦ 65% Open Space.
- ♦ AC community Hall with Landscaped Lawn.

- ♦ AC Health Club.
- ♦ AC Indoor Games Room.
- ♦ Open Amphitheater
- ♦ Infinity Pool
- ♦ Multisport Grass Court
- ♦ 2 bedroom guest House
- ♦ Landscaped gardens.
- ♦ 24 Hrs.High Security
- ♦ Elevators of Kone brand
- ♦ Car Parking.
- \bullet Provision for generator power in the flats only for limited fan, light and refrigerator usage

PART - II

(Common facilities and amenities for common users of all the flat owners)

- 1. Community Hall.
- 2. Landscaped compound area with paved pathways within the complex.

- 3. Open to sky top roof of the block with landscaping and amenities
- 4. Well designed lobby finished with marble and granite and/or Stone/ Tiles finish.
- 5. Generator facilities for common service i.e. lifts, pumps, common lighting.
- 6. Two lifts in each block.
- 7. Adequate car parking spaces on ground floor/Mechenical/open car Park at extra cost.
- 8. 24 hours water supply either through deep tubewell or through Rajpur/Sonarpur Municipality.
- 9. Security Measures:-24 hours security manned by trained guards round the clock.
- 10. CCTV & Intercom

THE FITH SCHEDULE ABOVE REFERRED TO

(COMMON EXPENSES)

- 1. All costs of maintenance, operating, replacing, white washing, painting, insurance, rebuilding, reconstructing, decorating, redecorating and lighting the common parts and common portions of the building and the complex and also the outer walls of the building/s and parking spaces and also for security of the said building and the complex.
- 2. The salaries of all persons employed for the same purpose.
- 3. All charges and deposits for supplies of common utilities.
- 4. Municipality taxes and other outgoings save those separately assessed or charged or claimed for or on the respective Apartment/Unit.
- 5. Costs and charges of establishing for maintenance of the building and the complex and for watch and ward staff of the same.
- All litigation expenses appertaining to the maintenance and protection of the said building and the complex and disputes regarding claims and/or demands from the Municipality and/or other Legal Authorities.
- 7. The office expenses incurred for maintaining the office for common purposes.
- 8. All other expenses and outgoings as are deemed by the Promoter to be necessary or incidental for and regulating interest and/or the rights of the Allottee/Purchasers and occupiers including Promoter.
- 9. All expenses referred to above shall be borne by the Allottee/Purchaser from date of notice as to completion of Apartment and for taking possession of Apartment/Unit.

THE SIXTH SCHEDULE ABOVE REFERRED TO

(Easements or Quasi - Easements)

The under mentioned rights easements and quasi easements privileges and appurtenances shall be reserved for Promoter and/or the Holding Organization.

1. The right in common with the Allottee/Purchasers and/or other person or persons entitled to the other part or parts of the Building/Complex as aforesaid for the ownership and use of common

part or parts of the Building including its installations staircases open spaces in ground floor covered spaces electrical installations and other passages.

- 2. The right of passage in common with the Allottee/Purchasers and other person or persons as aforesaid for electricity water and soil from and to any part (other than the said Apartment) of the other part or parts of the Building/Complex through pipes, drains, wires, conduits lying or being under through or over the Said Apartment so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the Building for all purposes whatsoever.
- 3. The right of protection for other portion or portions of the Building by all parts of the Said Apartment as far as they now protect the same or as may otherwise become vested in the Allottee/Purchasers by means of structural alterations to the Said Apartment or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the Building.
- 4. The right for the Holding Organization and / or occupier or occupiers of other part or parts of the Building/Complex for the purpose of ingress and egress to and from such other Part or parts of the Building/Complex, the front entrances staircase, electrical installation open and covered space and other common passages or paths of the Building/Complex.
- 5. The right of the Holding Organization or its authorized agents with or without workmen and necessary materials to enter from time to time upon the Said Apartment for the purpose of repairing so far as may be necessary such pipes drains wires and conduit underground/ overhead Reservoir, fire fighting equipment as aforesaid.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

(Easements or Quasi - Easements)

The under mentioned rights easements and quasi easements privileges of the Allottee/Purchasers to be enjoyed along with other co-occupiers.

- i. The Allottee/Purchasers shall be entitled to all rights privileges vertical and lateral supports easements, quasi-easements and appurtenances whatsoever belonging to or in any way appertaining to the Said Apartment or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING UNTO THE holding Organization the rights easements quasi easements privileges and appurtenances hereinafter more particularly set forth in the SIXTH SCHEDULE HERETO.
- ii. The right of access and passage in common with the Holding Organization and/or the other Allottee/Purchasers and occupiers of the Building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, bore well, lifts and electrical installations and all other covered common areas installations and facilities in the Building and the Said Premises.

- iii. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the Said Apartment with or without vehicles over and along the drive-ways and pathways excepting area which are reserved and PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Allottee/Purchasers or any person deriving title under the Allottee/Purchasers or the servants agents employees and invitees of the Allottee/Purchasers to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of or other person or persons including the Allottee/Purchasers of the said Housing Complex and the Holding Organization along such drive way and path ways as aforesaid.
- iv. The right of support shelter and protection of the Said Apartment by or from all parts of the Building so far they now support shelter or protect the same.
- v. The right of passage in common as aforesaid electricity water and soil from and to the Said Apartment through pipes drains wires and conduits lying or being in under through or over the Building and the Said Premises so as far as may be reasonable necessary for the beneficial occupation of the Said Apartment and for all purposes whatsoever.

Name of Vendor/s	Name of Allottee/Purchaser/s	RS/LR Dag Nos.	Area (in Decimal)	Particular of Deeds
SRI NEMAI SARDAR & ORS.	MRS. DIMPLE GUPTÁ	114/113 115/114	0.836	Deed of Conveyance dated 27.10.2021, registered in the office of D.S.R. – IV, South 24-Parganas and recorded in Book No. I, Volume No. 1604-2021, Pages from 389788 to 389875, being no. 160409107 for the year 2021.
SRI KRISHNA KUMAR SARDAR & ORS.	M/S. RATISH KUMAR GUPTA HUF	114/113 115/114	3.041 2.375	Deed of Conveyance dated 22.07.2019, registered in the office of A.R.A. – IV, Kolkata and recorded in Book No. I, Volume No. 1904-2019, Pages from
				355535 to 355621, being no. 190407305 for the year 2019.
SRI KRISHNA KUMAR SARDAR & ORS.	M/S. RAMESH KUMAR GUPTA HUF	114/113	3.041	Deed of Conveyance dated 22.07.2019, registered in the office of A.R.A. – IV, Kolkata and recorded in Book No. I, Volume No. 1904-2019, Pages from
		115/114	2.375	3555823 to 355909, being no. 190407306 for the year 2019.

THE EIGHTH SCHEDULE ABOVE REFERRED TO

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LADSTRACT OF LITTLE WITH	Registration Details	OF REGISTERED	i Uwnersnin Deedsi
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SRI KRISHNA KUMAR SARDAR & ORS.	MRS. BHARTI GUPTA	114/113	3.041	Deed of Conveyance dated 22.07.2019, registered in the office of A.R.A. – IV, Kolkata and recorded in Book No. I, Volume No. 1904-2019, Pages from
		115/114	2.375	347034 to 347117, being no. 190407307 for the year 2019.
MR. BIBEKANANDA	MR. RAGHAV GUPTA & ORS.	122/120	7	Deed of Conveyance dated 29.03.2018, registered in
SAHA & ORS.		123/119	11	the office of D.S.R. – IV,
		124/117	21	South 24-Parganas and
		124/475/118	11	recorded in Book No. I, Volume No. 1604-2018, Pages from 96973 to 97124, being no. 160402892 for the year 2018.
JHANTU SARDAR AND ORS.	MR. RAGHAV GUPTA & ORS.	109/127	29	Deed of Conveyance dated 07.10.2021, registered in the office of D.S.R. – IV,
		110/104	4	South 24-Parganas and recorded in Book No. I, Volume No. 1604-2021, Pages from 389876 to 389974, being no. 160409098 for the year 2021.
SRI KRISHNA KUMAR SARDAR (& ORS.	MRS. DIMPLE GUPTA	114/113	3.041	Deed of Conveyance dated 27.10.2021, registered in the office of A.R.AIV,
		115/114	2.375	Kolkata and recorded in Book No. I, Volume No. 1904-2019, Pages from 355450 to 355534, being no. 190407304 for the year 2019.
SRI AMIYA	MRS. BHARTI GUPTA 7	111/107	26	Deed of Conveyance dated
SARDAR & ORS.	ORS.	112/111	6.43	27.10.2021, registered in the office of D.S.R. – IV,
		113/112	9.5	South 24-Parganas and
		127/106	28.51	recorded in Book No. I, Volume No. 1604-2021, Pages from 389975 to 390312, being no. 160409088 for the year 2021.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day, month and year first above written.

SIGNED AND DELIVERED by the **PROMOTER** at Kolkata in the

presence of :

SIGNED AND DELIVERED by the

OWNER/S at Kolkata in the presence of :

SIGNED AND DELIVERED by the **ALLOTTEE/PURCHASER** at Kolkata in the presence of :

All in the presence of common:	
Witnesses:	
Signature	Signature
Name	Name
Father's Name	Father's Name
Address	Address

<u>Drafted by</u>:

(Enrollment No. F-517/01) Kapil Lath, Advocate (High Court) M/s S.K. Lath Co., Advocates, 6A, K.S. Roy Road, 2nd floor, Kolkata-700001.

RECEIVED from the within named Allottee/Purchaser the within mentioned sum of **Rs**._____ paid at or before the execution of these presents as per memo below.

RECEIPT AND MEMO OF CONSIDERATION

Sl. No.	Cheque/DD No.	Date	Name of the	Amount
			Bank	(in Rs.)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
	•			
			L.	

(Promoter)

WITNESSES:

Signature-____

1. Name:

Signature-____

2. Name: