

CONVEYANCE

THIS INDENTURE is executed on the _____ day of _____ 2020

by and between

- 1.1. **Overgrow Vyapaar Private Limited**, a company incorporated under the provisions of the Companies Act, 2013 (CIN U51909WB2013PTC190205), having its registered office at 19, Synagogue Street, 7th floor, Room no. 710, Kolkata-700001, Police Station Burrabazar, PO . Kolkata GPO (PAN AABCO8345A)
- 1.2. **Jagvandana Commercial Private Limited**, a company incorporated under the provisions of the Companies Act, 2013 (CIN U51909WB2012PTC189542), having its registered office at 27, Biplabi Trailakya Maharaj Sarani, ,Kolkata-700001, Police Station Hare Street Post Office Radhabazar PO (PAN AADCJ0950G)
- 1.3. **Exulting City Developers Private Limited**, a company incorporated under the provisions of the Companies Act, 2013 (CIN U70102WB2013PTC191209), having its registered office at 27, Brabourne Road , Narayani Building , 3rd Floor, Room no 310 Kolkata-700001, Police Station Hare Street Post Office Radhabazar (PAN AADCE3117A)
- 1.4. **Shivbhakti Tradelink Private Limited**, a company incorporated under the provisions of the Companies Act, 2013 (CIN U51909WB2012PTC183688), having its registered office at 53/4, Priya Nath Midya Road, Kolkata-700056, Police Station Belgharia, Post Office Belgharia Head P.O (PAN AATCS0599J)
- 1.5. **Royalpet Infrastructure Private Limited**, a company incorporated under the provisions of the Companies Act, 2013 (CIN U70102WB2013PTC191210), having its registered office at P-12, New Howrah Bridge Approach Road, 3rd floor, Room no 309, Kolkata-700001, Police Station Burrabazar, Post Office Kolkata GPO (PAN AAGCR3072C)
- 1.6. **Swarnsathi Merchants Private Limited**, a company incorporated under the provisions of the Companies Act, 2013 (CIN U51909WB2013PTC191130), having its registered office P-12, New Howrah Bridge Approach Road, 3rd floor, Room no 309, Kolkata-700001, Police Station Burrabazar, Post Office Kolkata GPO (PAN AATCS0598K)
- 1.7. **Swarnmahal Sales Private Limited**, a company incorporated under the provisions of the Companies Act, 2013 (CIN U51909WB2013PTC191129), having its registered at P-12, New Howrah Bridge Approach Road, 3rd floor, Room no 309, Kolkata-700001, Police Station Burrabazarr, Post Office Kolkata GPO (PAN AATCS0600E)
- 1.8. **Shivaasha Dealer Private Limited**, a company incorporated under the provisions of the Companies Act, 2013 (CIN U51909WB2013PTC191127), having its registered office at at P-12, New Howrah Bridge Approach Road, 3rd floor, Room no 309, Kolkata-700001, Police Station Burrabazar Post Office Kolkata GPO (PAN AATCS0596H)
- 1.9. **Unlimited Developers Private Limited**, a company incorporated under the provisions of the Companies Act, 2013 (CIN U70102WB2013PTC191071), having its registered office at 19, Synagogue Street, 7th Floor, Room no. 710, Kolkata-700001, Police Station Burrabazar Post Office Kolkata GPO (PAN AABCU5550H)
- 1.10. **Laxmidhan Advisors Private Limited**, a company incorporated under the provisions of the Companies Act, 2013 (CIN U74140WB2012PTC183424),having its registered office at 17, Shyama Prasad Mukherjee Road, Kolkata- 700025 Police Station Bhowanipore Post office Southern Market PO(PAN AACCL3146R)
- 1.11. **Dhanprayog Tradecom Private Limited**, a company incorporated under the provisions of the Companies Act, 2013 (CIN U74999WB2012PTC183420), having its registered office on 2nd Floor, 6A, Elgin Road, Kolkata-700020, Police Station Bhowanipore, Post Office Lala Lajpat Rai Sarani (PAN AAECD3487F)

- 1.12. **Fane City Developers Private Limited**, a company incorporated under the provisions of the Companies Act, 2013 (CIN U70102WB2013PTC191048), having its registered office at 252 A, Picnic Garden Road, 2nd Floor, Flat -204, Kolkata- 700039, Police Station & Post Office Tiljala (PAN AACCF1442J)
- 1.13. **Liabe Constructions Private Limited**, a company incorporated under the provisions of the Companies Act, 2013 (CIN U70102WB2013PTC191069), having its registered office at 252 A, Picnic Garden Road, 2nd Floor, Flat -204, Kolkata- 700039, Police Station & Post Office Tiljala (PAN AACCL4326P)
- 1.14. **Campaign Construction Private Limited**, a company incorporated under the provisions of the Companies Act, 2013 (CIN U70102WB2013PTC191044), having its registered office at 27, Biplabi trailakya Maharaj Sarani, Narayani Building , (Brabourne Road), 3rd floor, Room no. 310, Kolkata-700001, Police Station Hare Street Post Office Radhabazar (PANAAFCC1655F)
- 1.15. **Neelsimana Suppliers Private Limited**, a company incorporated under the provisions of the Companies Act, 2013 (CIN U51909WB2013PTC189799), having its registered office at 53/4, Priya Nath Midya Road, Kolkata-700056, Police Station Belgharia Post Office Belgharia Head P.O (PANAAECN2973N)
- 1.16. **Durable Real Estate Private Limited**, a company incorporated under the provisions of the Companies Act, 2013 (CIN U70102WB2013PTC191046), having its registered office at 27, Brabourne Road, Kolkata-700001, Police Station Hare Street Post Office Radhabazar(PAN AAECD5661R)
- 1.17. **Neelsimana Barter Private Limited**, a company incorporated under the provisions of the Companies Act, 2013 (CIN U51909WB2013PTC189800), having its registered office at 53/4, Priya Nath Midya Road, Kolkata-700056, Police Station Belgharia Post Office Belgharia Head PO (PAN AAECN2974M)
- 1.18. **Swetang Tradelink Private Limited**, a company incorporated under the provisions of the Companies Act, 2013 (CIN U74999WB2012PTC182159), having its registered office on 2nd Floor, 6A, Elgin Road, Kolkata-700020, Police Station Bhowanipore, Post Office Lala Lajpat Rai Sarani (PAN AARCS8534M)
- 1.19. **Choiceforce Plot Managers Private Limited**, a company incorporated under the provisions of the Companies Act, 2013 (CIN U74900WB2013PTC190515), having its registered office at 19, Kalidas Lahiri Lane, 3rd Floor, flat- E, Kolkata-700036, Police Station Baranagar, Post Office Baranagar (PANAAFCC2101G)
- 1.20. **Endurance City Projects Private Limited**, a company incorporated under the provisions of the Companies Act, 2013 (CIN U70102WB2013PTC191047), having its registered office at 27, Brabourne Road, Kolkata-700001, Police Station Hare Street Post Office Radhabazar(PAN AADCE3036G)
- 1.21. **Laxmidhan Tradecom Private Limited**, a company incorporated under the provisions of the Companies Act, 2013 (CIN U74999WB2012PTC181656), having its registered office on 2nd Floor, 6A, Elgin Road, Kolkata-700020, Police Station Bhowanipore Post Office Lala lajput Rai Sarani (PAN AACCL3145N)
- 1.22. **Renew Developers Private Limited**, a company incorporated under the provisions of the Companies Act, 2013 (CIN U70109WB2012PTC184015), having its registered office at P-12, New Howrah Bridge Approach Road, 3rd Floor, Room no. 309,Kolkata- 700001, Police Station Burrabazar, Post office Kolkata GPO (PAN AAFCR9696H)
- 1.23. **Goodshine Advisors Private Limited**, a company incorporated under the provisions of the Companies Act, 2013 (CIN U74140WB2012PTC183422), having its registered office on 2nd Floor, 6A, Elgin Road, Kolkata-700020, Police Station Bhowanipore Post office Lala Lajpat Rai Sarani (PAN AAECG8379B)

- 1.24. **Dhanprayog Agencies Private Limited**, a company incorporated under the provisions of the Companies Act, 2013 (CIN U74999WB2012PTC181581), having its registered office on 2nd Floor, 6A, Elgin Road, Kolkata-700020, Police Station Bhowanipore Post office Lala Lajpat Rai Sarani (PAN AAECD3455B)
- 1.25. **Gajrup Commodeal Private Limited**, a company incorporated under the provisions of the Companies Act, 2013 (CIN U74920WB2012PTC182984), having its registered office on 2nd Floor, 6A, Elgin Road, Kolkata-700020, Police Station Bhowanipore Post office Lala Lajpat Rai Sarani (PAN AAECG8301P)
- 1.26. **Geranium Tradelink Private Limited**, a company incorporated under the provisions of the Companies Act, 2013 (CIN U74999WB2012PTC182986), having its registered office on 2nd Floor, 6A, Elgin Road, Kolkata-700020, Police Station Bhowanipore, Post office Lala Lajpat Rai Sarani (PAN AAECG8383K)
- 1.27. **Aadrika Distributors Private Limited**, a company incorporated under the provisions of the Companies Act, 2013 (CIN U74999WB2012PTC183417), having its registered office on 2nd Floor, 6A, Elgin Road, Kolkata-700020, Police Station Bhowanipore, , Post office Lala Lajpat Rai Sarani (PAN AAKCA7897G)
- 1.28. **Durvish Shoppers Private Limited**, a company incorporated under the provisions of the Companies Act, 2013 (CIN U74999WB2012PTC183121), having its registered office on 2nd Floor, 6A, Elgin Road, Kolkata-700020, Police Station Bhowanipore, , Post office Lala Lajpat Rai Sarani (PAN AAECD3456C)
- 1.29. **Dhanaasha Agencies Private Limited**, a company incorporated under the provisions of the Companies Act, 2013 (CIN U51909WB2013PTC191123), having its registered office at 19, Synagogue Street, 7th Floor, Room no. 710, Kolkata-700001, Police Station Burrabazar , Post Office Kolkata GPO(PAN AAECD6444Q)
- 1.30. **Linkrose Vanijya Private Limited**, a company incorporated under the provisions of the Companies Act, 2013 (CIN U51909WB2013PTC189879), having its registered office at 252 a, Picnic Garden road,2nd Floor, flat no- 204,, Kolkata-700039, Police Station & Post Office Tiljala (PAN AACCL4781A)
- 1.31. **Zinnia Infrastructure Private Limited**, a company incorporated under the provisions of the Companies Act, 2013 (CIN U70102WB2013PTC191063), having its registered office at 19, Synagogue Street, 7th Floor, Room no. 710, Kolkata-700001, Police Station Burrabazar Post Office Kolkata GPO(PAN AAACZ6434G)
- 1.32. **Renew Infrastructure Private Limited**, a company incorporated under the provisions of the Companies Act, 2013 (CIN U70109WB2012PTC183770), having its registered office at P-12, New Howrah Bridge Approach Road , 3rd Floor, Room no.309, Kolkata-700001, Police Station Burrabazar Post Office Kolkata GPO (PAN AAFCR9571B)
- 1.33. **Kalashdhan Plot Managers Private Limited**, a company incorporated under the provisions of the Companies Act, 2013 (CIN U74900WB2013PTC190358), having its registered at 252 A, Picnic Garden Road, 2nd Floor, Flat no. 204, Kolkata-700039, Police Station & Post Office Tiljala (PAN AAFCK1085K)
- 1.34. **Samundar Advisors Private Limited**, a company incorporated under the provisions of the Companies Act, 2013 (CIN U74140WB2012PTC181657),having its registered office at 17, Shyama Prasad Mukherjee Road Ground Floor, Kolkata- 700025 Police Station Bhowanipore Post office Southern Market PO(PAN AARCS8540B)
- 1.35. **Beatitude Housing Developers Private Limited**, a company incorporated under the provisions of the Companies Act, 2013 (CIN U70102WB2013PTC191174), having its registered at 27, Biplabi Trailakya Maharaj Sarani , Narayani Building,(Brabourne Road0 3rd Floor, room no. 310 Kolkata-700001, Police Station Hare Street Post Office Radhabazar (PAN AAFCB3993D)
- 1.36. **Shivangan Distributors Private Limited**, a company incorporated under the provisions of the Companies Act, 2013 (CIN U74999WB2012PTC183072), having its registered office at 17, Shyama Prasad Mukherjee

Road, Ground Floor, Kolkata- 700025 Police Station Bhowanipore , Post office Southern Market PO(PAN AARCS8264N)

- 1.37. **Samundar Retails Private Limited**, a company incorporated under the provisions of the Companies Act, 2013 (CIN U74999WB2012PTC182151), having its registered office at 17, Shyama Prasad Mukherjee Road, Ground Floor, Kolkata- 700025 Police Station Bhowanipore Post office Southern Market PO (PAN AARCS8673D)
- 1.38. **Riddhiman Shoppers Private Limited**, a company incorporated under the provisions of the Companies Act, 2013 (CIN U74999WB2012PTC181580), having its registered office at 17, Shyama Prasad Mukherjee Road, Ground Floor, Kolkata- 700025 Police Station Bhowanipore Post office Southern Market PO (PAN AAFCR9986G)
- 1.39. **Yashmit Sales Private Limited**, a company incorporated under the provisions of the Companies Act, 2013 (CIN U74999WB2012PTC183161), having its registered office on 2nd Floor, 6A, Elgin Road, Kolkata-700020, Police Station Bhowanipore, Post Office – Lala Lajpat Rai Sarani (PAN AAACY5600K)
- 1.40. **Yashmit Mercantile Private Limited**, a company incorporated under the provisions of the Companies Act, 2013 (CIN U74999WB2012PTC183109), having its registered office on 2nd Floor, 6A, Elgin Road, Kolkata-700020, Police Station Bhowanipore, Post Office – Lala Lajpat Rai Sarani (PAN AAACY5599F)
- 1.41. **Tricky Merchandise Private Limited**, a company incorporated under the provisions of the Companies Act, 2013 (CIN U74999WB2012PTC181455), having its registered office on 2nd Floor, 6A, Elgin Road, Kolkata-700020, Police Station Bhowanipore, Post Office – Lala Lajpat Rai Sarani (PAN AAECT3430G)
- 1.42. **Swetang Commerce Private Limited**, a company incorporated under the provisions of the Companies Act, 2013 (CIN U74999WB2012PTC182160), having its registered office on 2nd Floor, 6A, Elgin Road, Kolkata-700020, Police Station Bhowanipore, Post Office – Lala Lajpat Rai Sarani (PAN AARCS8541A)
- 1.43. **Tricky Commodeal Private Limited**, a company incorporated under the provisions of the Companies Act, 2013 (CIN U74999WB2012PTC183162), having its registered office on 2nd Floor, 6A, Elgin Road, Kolkata-700020, Police Station Bhowanipore, Post Office – Lala Lajpat Rai Sarani (PAN AAECT3429P)
- 1.44. **Dayaswarup Commodeal Private Limited**, a company incorporated under the provisions of the Companies Act, 2013 (CIN U74999WB2012PTC183106), having its registered office on 2nd Floor, 6A, Elgin Road, Kolkata-700020, Police Station Bhowanipore, Post Office – Lala Lajpat Rai Sarani (PAN AAECD3458N)
- 1.45. **Aadrika Commercial Private Limited**, a company incorporated under the provisions of the Companies Act, 2013 (CIN U74999WB2012PTC183414), having its registered office on 2nd Floor, 6A, Elgin Road, Kolkata-700020, Police Station Bhowanipore, Post Office – Lala Lajpat Rai Sarani (PAN AAKCA7898K)
- 1.46. **PGE Infosolutions Private Limited**, a company incorporated under the provisions of the Companies Act, 2013 (CIN U72300WB2005PTC106081), having its registered office on 2nd Floor, 6A, Elgin Road, Kolkata-700020, Police Station Bhowanipore, Post Office – Lala Lajpat Rai Sarani (PAN AADCP7686H)
- 1.47. **Vamadev Agencies Private Limited**, a company incorporated under the provisions of the Companies Act, 2013 (CIN U74999WB2012PTC182152), having its registered office on 2nd Floor, 6A, Elgin Road, Kolkata-700020, Police Station Bhowanipore, Post Office – Lala Lajpat Rai Sarani (PAN AAECV1391G)
All 1.1 to 1.47 being represented by their constituted attorney **Primarc-Riya Projects LLP** a Limited Liability Partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at 6A, Elgin Road, 2nd floor, Post Office – Lala Lajpat Rai Sarani, Police Station – Bhowanipore, Kolkata – 700 020, having (PAN. AAPFP0657F)., duly represented by its authorised signatory **Mr. Manoj Kumar Sharma**, having PAN-BLEPS0452E son of Mr. Ajay Kumar Sharma, by faith – Hindu, by occupation – Private Service, by nationality – Indian, working at 6A Elgin Road, Kolkata-

700020 duly authorised vide resolution dated 15th day of February, 2019(collectively **Owners**, include successors-in-interest)

And

Primarc-Riya Projects LLP, a Limited Liability Partnership firm incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at 2nd Floor, 6A, Elgin Road, Kolkata-700020, Police Station Bhowanipore , Post Office – Lala Lajpat Rai Sarani (**PAN AAPFP0657F**), represented by its authorized signatory **Mr. Manoj Kumar Sharma, son of Mr. Ajay Kumar Sharma , by faith Hindu , having PAN -BLEPS0452E, working at 6A Elgin Road, Kolkata-700020** duly authorized by the partners of the LLP vide resolution dated 15th day of February, 2019, hereinafter referred to as the “**Developer**”(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partner or partners for the time being of the said LLP, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assignees).

The “Owners” and “Developer” shall hereinafter, collectively, be referred to as the “**Promoter**”

And

_____, (Aadhar No. _____) (PAN- _____), _____,
and _____, (Aadhar No. _____) (PAN _____),
_____, both residing at _____, PO-
_____, PS- _____, WEST BENGAL - _____, hereinafter called the
“**PURCHASER/ALLOTTEE**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the allottee’s heirs, executors, administrators, successors-in-interest and permitted assigns).

(The “Promoter” and “Purchaser/Allottee” shall hereinafter, collectively, be referred to as the “Parties” and individually as a “Party”.)

BACKGROUND:

- A. The Owners are the absolute and lawful owners of the property more fully described in Part I of the First Schedule hereto, (**Total Land**) which was purchased by the Owners from time to time. The particulars of title of the purchased land more fully described in the Second Schedule hereto (Devolution of Title).
- B. By a Development Agreement dated 11th February, 2014 and registered in the Office of the Additional Registrar of Assurances-III, Kolkata in Book No. I, CD Volume No. 3, Pages from 3642 to 3671, being Deed No. 01276 for the year 2014 (Development Agreement), made between the Owners and the Developer, the Owners appointed the Developer as the Developer for developing and commercially exploiting the Said Total Land by constructing thereon and selling various flats/spaces (collectively Flats) Commercial Units and parking spaces (collectively Parking Spaces) therein on the terms and conditions recorded therein.
- C. The Owners have also granted a Power of Attorney dated 6th July, 2015, and registered as Deed No. 190304125 for the year 2015 under Book No. IV, Volume No. 1903-2015, Pages from 33766 to 33841 at the office of the Additional Registrar of Assurances III, Kolkata;
- D. The Total Land is intended for the purpose of development of an integrated housing and commercial project, thereon named as “AURA” comprising of residential ,bungalows, commercial units and other spaces and common areas intended to be constructed in several phases,(“**Project**”).
- E. The Promoter has caused a plan being 330 per dated 18.11.2014 and subsequently revised the said plan vide plan 1221 per dated 16.07.2018 sanctioned by the Bhadreswar Municipality for construction of 4 blocks of residential cum commercial units on a portion of the Total Land being more or less 135 Cottahas 12 Chittacks 9 sqft equivalent to 224.399 decimalsThe balance area being more or less 137 Cottahas 7 Chittacks 36 sqft equivalent to 227.252 decimals has been kept vacant for Future Development. (Balance Land)

- F. Out of the currently sanctioned area of 4 Blocks, the Promoter has already completed construction of Phase I comprising 3 numbers of blocks and **Phase II** of 1 number of Block at the said sanctioned portion of the Total Land. The Promoter has obtained the Completion Certificate of Phase I and Phase II from the Bhadreswar Municipality and is in the process of handing over possession of the same to the flat owners thereto.
- G. The Promoter now intends to take up construction and development of plotted Development (Residential Row Bungalow) on the Balance Land being an area of more 46 numbers of G+ 1 and G=+2... bungalow (Phase III) called AURA VILLA with provisions for common areas, amenities and facilities to be used in common by all occupants of the all Phases/ entire Project/ Total Land. The said Phase III/Aura Villa is more fully described in Part II of the First Schedule hereto and is shown in “RED” colour on Plan ‘A’ annexed and marked as “ANNEXURE-A”.
- H. The Promoter has caused a plan being 469 per dated 14.01.2020 sanctioned by the Bhadreswar Municipality for construction of Phase III/Aura Villa being a Plotted Development/ Residential Row Bungalow (the “**said Plan**”)
- I. The Promoters offered Bungalow in the Project to the intending Purchasers and pursuant to such offer the Purchaser applied for allotment of a Bungalow in the Project and thereafter executing an Agreement of Sale dated _____ with the Promoter (the “AGREEMENT FOR SALE”) _____ Bungalow No. _____ having carpet area of(.....) square feet, more or less, along with Built Up Area of _____square feet along with balcony/Verandah admeasuring approximately..... square feet and along with Open Terrace..... having carpet area of square feet if applicable, as permissible under applicable law along with the land underneath the bungalow, front and back yard of more or less... Cottahs/ ... sft (collectively Exclusive land) along with One Car Parking , and together with pro rata share of right to use the Common Areas of the entire Project, which Common Areas is defined in the THIRD SCHEDULE hereunder written and/or as defined under clause (m) of Section 2 of the Act to the extent applicable to the Projectas per details given in the FOURTH SCHEDULE hereunder written and collectively the (the “Said Bungalow”) at the Phase III of the Project named “**AURA**” ,the Promoter has allotted the same to the Purchaser shown in “GREEN” colour on Plan ‘B’ annexed and marked as “ANNEXURE-B”.
- J. As per the requirements applicable upon the coming into force of the West Bengal Housing Industry Regulation Act, 2017, (the “SAID ACT”) and the West Bengal Housing Industry Regulation Rules, 2018, (the “SAID RULES”) the Promoter has registered the Phase I and Phase II and Phase III under the provisions of the Said Act and/or the Said Rules under registration being HIRA/P/HOO/2018/000039 , HIRA/P/HOO/2018/000045 and _____respectively.
- K. The Promoter has since completed the construction of the Phase III including the Said Bungalow and has obtained the completion certificate being Memo No. ___ dated ___ for the said Phase III from the Authorities.
- A. BungalowIn pursuance of the aforesaid the Promoter by these presents is conveying and transferring the Said Bungalow (along with the rights appurtenant thereto) and with the right to use the undivided proportionate share in the Common Area , in common, along with other occupants and maintenance staff etc of the Project (without causing any inconvenience or hindrance to them).

- B. The Purchaser has made himself fully satisfied about the title, right and entitlement of the Owner in the Said Land, the Said Plan, the construction made by Promoter, all background papers, the right of the Promoters to grant this conveyance and the extent of the rights being granted in favour of the Purchaser. The Purchaser hereby accepts the same and will not raise any objection with regard thereto.

NOW THIS INDENTURE WITNESSETH THAT:

In pursuance of the Agreement for Sale in favour of the Purchaser AND in consideration of the payments of the sum of **Rs. _____/-(Rupees _____)** (UNIT PRICE) made by the Purchaser to the Promoter, as more fully mentioned in the FIFTH SCHEDULE herein, (the receipt whereof the Promoter do hereby admit and acknowledge and of and from the payment of the same, forever release, discharge and acquit the Purchaser and the Said Bungalow and the rights and properties appurtenant thereto) the Promoter doth hereby grant, sell, convey, transfer, assign and assure (and the Owner jointly confirm) unto the Purchaser ALL THAT the Said Bungalow(along with rights appurtenant thereto) as more fully described in the FOURTH SCHEDULE hereunder written (hereinbefore as also hereinafter referred to as the "SAID BUNGLOW") and in consideration of the receipt of their respective entitlements (under the Said Agreement Dated _____), by the Promoter herein, the Promoter doth hereby, grant, sell, convey, transfer, assign and assure unto the Purchaser ALL THAT right to use in the undivided proportionate share as also the Common Areas, (morefully described in the THIRD SCHEDULE hereunder written, hereinbefore as also hereinafter collectively referred to as the "COMMON AREAS") in common along with other occupants and maintenance staff etc. of /Phase III/Project without causing any inconvenience or hindrance to them, TO HAVE AND TO HOLD the Said Bungalow And the User Rights in said Common Area Share (both, hereinafter, collectively referred to as the "SAID BUNGLOW AND THE RIGHTS APPURTENANT THERETO") unto the Purchaser absolutely and forever free from all encumbrances, whatsoever, together with all benefits and advantages, rights, liberties, easements, privileges, appendages, and appurtenances whatsoever belonging to the Said Bungalow And The Rights Appurtenant Thereto or in anywise appertaining thereto, or any part thereof, usually held, Used, occupied, accepted, enjoyed, reputed or known as part or parcel thereof AND the reversion or reversions, remainder or remainders, and the rents, issues, and profits of the Said Bungalow And The Rights Appurtenant Thereto AND all the estate, rights, title, interest, property, claim and demand, whatsoever, of the Promoter into or upon the Said Bungalow And The Rights Appurtenant Thereto SUBJECT TO the observance and performance of the specific covenants, stipulations, restrictions and obligations mentioned hereafter, all of which shall be and be deemed always deemed to be covenants running with the land AND SUBJECT ALSO TO the Purchaser paying and discharging all taxes, impositions etc. of the Said Bungalow And The Rights Appurtenant Thereto wholly and also common expenses of the Common Areas proportionately, AND PROVIDED ALWAYS THAT the right of user and enjoyment of the undivided proportionate share in the Common Areas thereof shall always be deemed to have been conveyed to the Purchaser by the Promoters with the Said Bungalow even though the same, be not expressly mentioned in any further conveyance and/or instrument of transfer.

1. PURCHASER'S COVENANTS:

The Purchaser covenant with the Promoters as follows:

- 1.1 Inspection of Plan/Fixtures/Fittings:** The Purchaser has, inter alia, inspected and verified all the documents as also the Said Plan of the Phase III and/or the Said Bungalow and is satisfied as to the Said Plan and/or the construction of the Phase I II and the condition and description of all fixtures and fittings installed and/or provided therein and also as to the amenities and facilities appertaining to the Said Bungalow and also to the nature, scope and extent of benefit or interest in the Phase III and/or in the Common Areas.
- 1.2 User:** The Purchaser shall use the Said Bungalow for residential purposes and for no other purpose whatsoever.
- 1.3 Use of Common Areas:** The Purchaser, along with other purchasers/ occupants of other Bungalows/units in the Phase III/Project will be entitled to use and enjoy only such of the Common Areas which would be earmarked and/or designated for common use by the Promoters.
- 1.4 The Purchaser shall:**
 - 1.4.1 Payment of Rates and Taxes:** pay all taxes, charges, levies and impositions payable as owner or the occupier of the Said Bungalow as may be payable by the Purchaser and this liability shall be perpetual, even if not mentioned in any future conveyance or instrument of transfer.
 - 1.4.2 Colour Scheme/Modifications:** Not change/modify / alter the external façade (on all sides) of the Said Bungalow in any manner whatsoever and/or not to change/modify/alter the colour scheme of all areas/ surfaces

of the Said Bungalow which are part of the exterior elevation and/or part of the exterior colour scheme of the Building.

- 1.4.3 Good Order and Condition:** Keep the interiors of the Said Bungalow and the amenities and conveniences therein in good order and condition, normal wear and tear excepted.
- 1.4.4 Necessary Repairs and Maintenance:** Carry out the necessary internal repairs and incur all expenses, at its own, for the upkeep and maintenance of the Said Bungalow without causing any inconvenience to the other owners/occupiers of the Phase III.
- 1.4.5 Observance of Laws:** Observe all laws, rules and/or regulations and further ensure that under no circumstances, the Promoter are held responsible or liable for any liability, whatsoever, for the same.
- 1.5 The Purchaser shall not:**
- 1.5.1 Repair:** Ask the Promoter to undertake any repair or rectification work in the Said Bungalow.
- 1.5.2 Complaint:** Raise any complaint regarding design, layout, accommodation, specifications, fittings and fixtures etc. of the Said Bungalow and/or the amenities, utilities and/or facilities provided in the Said Bungalow and/or in the building/block/Bungalow.
- 1.5.3 Nuisance:** Do, allow or cause to be done anything within or in the vicinity of the Said Bungalow, which may cause nuisance or annoyance to others.
- 1.5.4 Storage of Hazardous Goods:** Store or bring or allow to be stored and brought in the Said Bungalow any goods of hazardous or combustible nature or any heavy material that may affect or endanger the structural stability of the Said Bungalow.
- 1.5.5 Illegal or Immoral Use:** Use or permit the user of, any portion of the Said Bungalow, for any illegal or immoral activities.
- 1.5.6 Cleanliness:** Accumulate or throw any dirt, rubbish, waste or refuse in or about the Said Bungalow.
- 1.5.7 Hindrances:** Keep any goods or other items in the corridors causing hindrance in any manner in the free movement in the corridors and other places of common use in the Building.
- 1.5.8 Obstruction:** Do any act, deed or thing whereby the rights of occupiers of other Units in the building in which the Said Bungalow is situated is unreasonably interfered or obstructed and shall do all acts, deed and things for the purpose of maintaining decency of the Said Bungalow.
- 1.5.9 No Ownership Claim:** Neither have nor shall, at any time, in future, claim to have any share and/or interest and/or right of any nature whatsoever (except specifically conveyed under these presents) in other areas of the Phase III and/or in the Common Areas save and except the Said Bungalow.
- 1.5.10 Put up Letter box/signage:** Not to put up any name writing, letter box, drawing sign board plate neo-sign board or placard of any kind on any window on the exterior of the Said Bungalow or on the outside wall of the bungalow so as to be visible from outside the Said Bungalow. Save at the place as be approved or provided by the Promoter. Nothing contained herein shall, however, prevent the Purchaser to put a decent name plate on the outer-face of the main door of the Said Bungalow.
- 1.5.11 Object to the installations:** not to object to the erection, and maintenance of communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas etc. on the roof of the Bungalow, which may be allowed to be put up to ensure better connectivity and/or to augment the financial resources of the Association without the Allottee being required to pay any charges for the same.
- 1.5.12 General:-**
- 1.5.12.1.** That the Purchaser agrees and acknowledges that service areas 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 etc. and other permitted uses as per the sanctioned plan and that the Purchaser shall not be permitted to use the service areas and in any other manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Promoter and/or the Association, as the case may be, for rendering maintenance services;
- 1.5.12.2.** That the Purchaser shall co-operate with the other Co-Buyers and Co-Occupiers of the Project, the Promoter and/or the Association, as the case may be, in the management and maintenance of the Bungalow, Phases and the Project and shall abide by the directions and decisions of the Promoter and/or the Association, as the case may be, as may be made from time to time in the best interest of the Bungalow, Phases and/or the Project;
- 1.5.12.3.** That the Purchaser shall abide by and observe at all times the regulations framed by the Promoter and/or the Association, as the case may be, from time to time for peaceful use and enjoyment and maintenance and management of the said Bungalow and/or the Project and shall also abide by the Applicable Laws;
- 1.5.12.4.** That the Purchaser shall pay to the Promoter or the Association, as the case may be, damages and/or compensation for damage or destruction to any common fixtures and fittings, utilities and/or equipment of the Project, that has been caused by the negligence and/or wilful act of the Purchaser and/or any occupier of

the Bungalow and/or family members, guests or servants of the Purchaser or such other occupiers of the Bungalow;

- 1.5.12.5.** That the Purchaser shall, after taking possession, be solely responsible to maintain the Bungalow at his own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Phase or the Bungalow, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any Applicable Laws and shall keep the Bungalow, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belongings 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 Project is not in any way damaged or jeopardized;
- 1.5.12.6.** That the Purchaser shall also not remove any wall, including the outer and load bearing wall of the Bungalow;
- 1.5.12.7.** That the Purchaser shall not demolish or cause to be demolished the Bungalow or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Bungalow or any part thereof, nor make any alteration in the elevation of the building in which the Bungalow is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, parris or other structural members in the Bungalow without the prior written permission of the Promoter and/or the Association;
- 1.5.12.8.** That the Purchaser shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Said Land and the Phase in which the Bungalow is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- 1.5.12.9.** That the Purchaser shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Bungalow in the compound or any portion of the Said Land and the Phase in which the Bungalow is situated, other than in the area earmarked for the such purpose;
- 1.5.12.10.** That the Purchaser shall pay to the Promoter or the Association, as the case may be, within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or government for giving supply of water, electricity or any other service connection to the Phase in which the Bungalow is situated;
- 1.5.12.11.** That the Purchaser shall sign and execute such papers and documents, and do all such acts, deeds, and things as may be necessary from time to time for safeguarding the mutual interests of the Promoter and other Co-Buyers and/or Co-Occupiers of the Project;
- 1.5.12.12.** That the Purchaser shall carry out any repair or interior or any other works in the Bungalow only between reasonable hours on working days so as not to cause any annoyance, nuisance and/or disturbance to the other Co-Buyers and/or Co-Occupiers of the Project;
- 1.5.12.13.** That the Purchaser shall draw the electric lines/wires, television cables, broadband data cables and telephone cables to the Bungalow only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other Co-Buyers and/or Co-Occupiers of the Project. The main electric meter shall be installed only at the common meter space in the Phase or Project, as the case may be. The Purchaser shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Project, the Said Land and outside walls of the tower(s) save and except in the manner indicated by the Promoter or the Association, as the case may be;
- 1.5.12.14.** That the Purchaser shall not sub-divide the Bungalow and/or any part or portion thereof;
- 1.5.12.15.** That the Purchaser shall not close or permit the closing of verandahs, exclusive terrace, if any or lounges or balconies or lobbies and common parts or portions; even with grills or collapsible gates.
- 1.5.12.16.** That the Purchaser shall not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the Bungalow;
- 1.5.12.17.** That the Purchaser shall not install grills/ collapsible gate, the design of which has not been suggested and/or approved by the Promoter or the Association or in any other manner do any other act which would affect or detract from the uniformity and aesthetics of the exterior of the Bungalow;
- 1.5.12.18.** That the Purchaser shall not build, erect or put upon the Common Areas any item of any nature whatsoever;
- 1.5.12.19.** That the Purchaser shall not obstruct and/or block any pathways, driveways, passages, side-walks, lobbies and/or common areas of the Phase or the Project in any manner;
- 1.5.12.20.** That the Purchaser shall not make or permit any disturbing noises in the Bungalow by the Purchaser himself, his family, his invitees or servants, or do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the other Co-Buyers and/or Co-Occupiers of the Project;
- 1.5.12.21.** That the Purchaser shall not keep in the garage, if any, anything other than cars or two-wheeler or use the said garage or parking space for any purpose other than parking of cars or two wheelers or raise any kucha or pacca construction, grilled wall/ collapsible gate enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein;
- 1.5.12.22.** That the Purchaser shall not park or allow its vehicle to be parked in the pathway or open spaces in the Project or any part or portion thereof, save and except the parking space allotted to the Purchaser or any other place

specifically demarcated for the parking of the vehicles of visitors of Co-Buyers and Co-Occupiers of the Project;

- 1.5.12.23.** That the Purchaser shall not shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the Bungalow/Phase in any manner whatsoever;
- 1.5.12.24.** That the Purchaser shall not misuse or permit to be misused the water supply to the Bungalow;
- 1.5.12.25.** That the Purchaser shall not change/alter/modify the name of the Phase and the Project from that mentioned in this Agreement;
- 1.5.12.26.** That the Purchaser shall not use the name/mark of the Promoter in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the Bungalow and if the Purchaser does so, the Purchaser shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark of the Promoter;
- 1.5.12.27.** That the Purchaser shall not carry on or cause to be carried on any obnoxious or injurious activity in or through the Bungalow, the garage or parking space, if any, and the Common Areas;
- 1.5.12.28.** That the Purchaser shall not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home appliances;
- 1.5.12.29.** That the Purchaser shall not install or keep or run any generator in the Bungalow and the garage, if any;
- 1.5.12.30.** That the Purchaser shall not smoke in public places inside the Project which is strictly prohibited and the Purchaser and his/her/its guests are expected not to throw empty cigarette cartons, cigarette butts and matchboxes in the open and dispose them off in the pre-positioned dustbins after ensuring that the fire is fully smothered/extinguished;
- 1.5.12.31.** That the Purchaser shall not pluck flowers or stems from the gardens or plants;
- 1.5.12.32.** That the Purchaser shall not throw or allow to be thrown litter on the grass planted within the Project;
- 1.5.12.33.** That the Purchaser shall not trespass or allow to be trespassed over lawns and green plants within the Project;
- 1.5.12.34.** That the Purchaser shall not overload the passenger lifts and shall move goods only through the staircase of the Phases/Project;
- 1.5.12.35.** That the Purchaser shall not use the elevators in case of fire;
- 1.5.12.36.** That the Purchaser agrees and acknowledges that the Promoter and the Association shall be entitled to put up any neon sign, hoardings and other display materials on any part or portion of the Common Areas;
- 1.5.12.37.** That the Purchaser shall not fix or install any antenna on the roof or terrace of the Bungalow or fix any window antenna, save and except at the spaces specifically earmarked for such purpose by the Promoter and/or the Association, as the case may be;
- 1.5.12.38.** That the Purchaser shall not put any clothes in or upon the windows, balconies and other portions which may be exposed in a manner or be visible to outsiders;
- 1.5.12.39.** That the Purchaser shall remain fully responsible for any domestic help or drivers, maids employed by the Purchaser and any pets kept by the Purchaser;
- 1.5.12.40.** That the Purchaser shall not refuse or neglect to carry out any work directed to be executed in the Phase or in the Bungalow after he/she/they had taken possession thereof, by a competent authority, or require or hold the Promoter liable for execution of such works;
- 1.5.12.41.** That the Purchaser shall not generally do any such things that may disturb peace, harmony, beauty, decency or aesthetic quality of the surroundings of the Phase and the Project.
- 1.5.12.42.** That the Purchaser agrees that the Swimming Pool within the Project will be a facility for enjoyment of the owners of residential Bungalows including the Purchaser and will be used as per the Rules and Regulations framed from time to time. The use of the swimming pool may be, if so decided, be subject to payment of usage charges as so applicable.
- 1.5.12.43.** That the Purchaser shall not install any window air-conditioning units anywhere in the said Bungalow and not to change the manner of installation of air-conditioners in the bedrooms (if any) and in such areas where air-conditioners are not installed by the Promoter to install air-conditioners only in designated areas as approved by Promoter.
- 1.5.12.44.** The Allotee agrees that the Promoter shall, provide connectivity of cable, telecom/ high speed broadband/ other similar telecom and IT facilities to the Project and/or may enter into agreement /contract (on such terms and conditions and for such period as the Promoter shall decide) with various service providers of its choice for providing these services and/or for the purpose for putting up installations to provide such services in certain specified spaces (both open or covered or both) earmarked/ demarcated by the Promoter within the Project and which would be declared to be common facilities by the Promoter. These contracts/ agreements, if any, entered into by the Promoter shall be continued for the period of validity of these contracts/agreements by the Association, who will take over the maintenance and management of Common Areas and thereafter, it may be renewed on terms and conditions as may be decided by the Association. The Purchaser (as also other unit owners) will not be entitled to fix any antenna, equipment or any gadget on the roof or terrace of

the Bungalow or any window antenna, excepting that the Purchaser shall be entitled to avail the cable connection facilities of the designated providers to all the Flat/Units.

2. PROMOTER'S COVENANTS:

- a. The Promoters doth hereby profess that the title transferred to the Purchaser in the Said Bungalow And The Rights Appurtenant Thereto subsists and that the Promoters has good right, full power and absolute authority to grant, sell, convey, transfer, assign and assure unto and to the use of the Purchaser the title hereby conveyed to the Purchaser.
- b. The Promoters doth hereby covenant with the Purchaser that the Promoter in future, shall, at the request and cost of the Purchaser, execute such documents that may be required for perfecting and bettering the title of the Purchaser to the Said Bungalow And The Rights Appurtenant Thereto.
- c. The Promoters, unless prevented by fire, or some other irresistible force, shall, upon reasonable request and at the cost of the Purchaser cause to be produced to the Purchaser the attorneys of the Purchaser or agent, as the case may be, for inspection the title deeds in connection with the Said Land in its custody and shall give photocopies thereof at the costs and expenses of the Purchaser and in due course of time, handover all such title deeds to the Association.

3. MUTUAL COVENANTS:

AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:-

- 3.1** Transfer/conveyance of Common Area Share And User Rights: The Purchaser has been categorically made aware by the Promoters that the extent of the Common Areas and/or the rights appurtenant thereto being conveyed/transferred to the Purchaser is the Right to Use the same and is being transferred as per the law prevailing on the date of execution and registration of this conveyance .The Purchaser further agrees and covenants with the Owners and the Promoter that the Purchaser shall at all times hereafter allow and permit unhindered access and use of the Common Areas (as mentioned in the Third Schedule) to the other Allottes of the Project and also to the Purchasers of other Phases as may be built or constructed by the Promoter. The Promoter and the Owners accordingly agree and covenant with the Purchaser that the Purchaser shall likewise be entitled to the unhindered access and use of the Project Common Areas, Amenities and Facilities including the common areas of such other Phases as mentioned aforesaid on reciprocal arrangement. The terms of access and use of each such common areas, amenities and facilities mentioned above may be finalized by the Promoter and/or the Association of each such Phases upon its formation, as may be deemed necessary. In case at any time if the Said Proportionate Undivided Share of the Purchaser in the Total Land and Common Areas is to be conveyed and transferred to the Association in compliance of the Act or the Rules or Regulations or any other law from time to time by the Promoter, then the Purchaser agrees to co-operate with the Owners and the Promoter without any demand or delay to have the Said Proportionate Undivided Share in the Total Land and Common Areas ,transferred to the Association by attending the execution and registration of the Deeds of Transfer / Sale made in favour of the Association if so required and further agrees to bear the proportionate cost of such transfer, as may be assessed by the Promoter or the Association or Registration Authority. In case the Purchaser refuses to or delays in getting such transfer done within the time required by the Promoter or the Act or Rules or Regulations or any other laws applicable from time to time, then the Promoter shall as the constituted attorney of the Purchaser be entitled to execute such Deeds of Transfer and present the same for registration before the appropriate authority / Registrar and to also do all such acts and deeds, as are consequent and/or incidental thereto. The Purchaser further unconditionally confirms to bear the proportionate cost towards stamp duty and registration if so required at the time of such transfer. This obligation of the Purchaser, as aforesaid, shall be an essential covenant to be unconditionally complied with by the Purchaser and be deemed to be a covenant running with the land till it is complied with and/or be deemed to have been complied with by the Purchaser.

- 3.2** **MAINTENANCE OF THE BUILDING/PHASE III:** The Common Area comprised within the /Phase III/ Project, as more fully described in the **THIRD SCHEDULE** hereunder written, shall be in the exclusive ownership, control, management and administration of the Association to be formed and registered under the such names as may be approved by Developer(**the "ASSOCIATION"**).The Developer shall form an Interim Maintenance Body till such time that the Common area of the Project is not transferred to the Association.

The board of directors of the Interim Maintenance Body shall be constituted, for the time being, by seven applicants/members, all being the nominees of the Developer.

- 3.2.1** Upon handover of the maintenance of the Phase to the Interim Maintenance Body, the seven nominated members of the Developer shall resign and the flat/unit owner's nominee as selected by the Developer (on the basis of one representative from each of the Bunglow of the Complex) will constitute the Board of Directors of the Interim Maintenance Body, which Interim Board of Directors of the Interim Maintenance Body will take over the maintenance and management of the Phase. As soon as possible, the Interim Board of Directors will cause the flat/unit owners of each Bunglow (block) of the Phase to elect one representative from amongst themselves by election process to be so decided by them and the said elected representative will be taken as one of the directors in the Board of Directors of the Interim Maintenance Body. The election will be valid for 1 (one) year and after the expiry of each year, fresh elections will be held from amongst the members of each Bunglow in the Phase() and the elected representative of each Bunglow ()in the Phase will then become a director of the Interim Maintenance Body. The retiring director will also be eligible to offer himself/herself for re-election.
- 3.2.2** Within 3 (three) months of formation of the association of flat/unit owners of the Project (the "**Association**") or as early as possible the Interim Maintenance Body shall take over the control, management and administration of all Common Areas within the Project. The Purchaser hereby agrees and undertakes that it shall be bound to become a member of the said Association and co-operate with the Developer fully and in all manner and sign all necessary documents, applications, papers, powers etc. with regard to becoming a member of the said Association and/or if required by the Developer, to execute and/or grant a specific power of attorney, (as per the prescribed format of the Developer) in favour of the nominee(s) of the Developer in order to enable the Developer to take up and complete all formalities required for the Purchaser to become a member of the said Association.
- 3.3.** The Deposits/Sinking fund/Maintenance Deposits etc. paid/deposited by the Purchaser to the Promoters shall be transferred by the Promoters to the said Association after adjustment of all dues payable by the Purchaser to the Promoters.
- 3.4** The rules, regulations and/or bye laws of the said Association shall not be inconsistent with or contrary or repugnant to the rights and entitlements of the Purchasers and the Promoters, hereunder reserved and/or belonging to the Promoter and also those that the Promoters or the Developer have hereafter reserved.
- 3.5** The Purchaser's proportionate share in all matters concerning the Said Bunglow And The Rights Appurtenant There To shall be the proportion which the carpet area of the Said Bunglow may bear to the carpet area of all the Bungalows/Units of the Phase III. It is clarified that while determining the proportionate share of the Purchaser to the various matters, the decision of the Promoter or the Association upon its formation shall be binding on the Purchaser.
- 3.6** The Purchaser shall be and remain responsible for indemnifying the Promoters and the Association against all damages costs claims demands and proceedings occasioned or to any person due to negligence or any act deed or thing made done or occasioned by the Purchaser as a result of any act omission or negligence of the Purchaser or the servants agents licensees or invitees of the Purchaser and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Purchaser.
- 3.7** Any delay or indulgence by the Promoters in enforcing the terms of this indenture or any forbearance or giving of time to the Purchaser shall not be construed as waiver of any breach or non-compliance by the Purchaser nor shall the same in any way or manner prejudice the rights to the Promoters.
- 3.8** The Project shall bear the name "**AURA**".

3.9 This Indenture and the agreement for sale executed heretofore contains the entire agreement of the Parties and no oral representation or statement shall be considered valid or binding upon either of the Parties nor shall any provision of this indenture be terminated or waived except by written consent by all the Parties. In case of any inconsistency or contradiction between, the agreement between the Parties and his Indenture, the terms and conditions of this Indenture shall prevail. The Purchaser acknowledges upon signing of this indenture that no agreements, conditions, stipulations, representations, guarantees or warranties have been made by the Promoters or its agents, servants or employees other than what is specifically set forth herein and/or in the agreement between the Parties.

4. CLUB FACILITIES

4.1 The Allottee shall be entitled to the facilities of a club within the Project (“**Club**”) along with the Co-Buyers and/or Co-Occupiers of the Project. The operational costs/charges of the Club shall form part of the Common Charges and Expenses.

4.2 It is expressly made clear that the membership of the Allottee to the Club shall be transferred upon the Allottee transferring the Bungalow in favour of a third party. The Club membership can only be used by the Allottee and his /her immediate family members in accordance with the rules and regulations of the Club. Nothing contained in this Agreement shall be deemed to confer any right on a subsequent transferee, tenant, lessee or licensee of the Bungalow to be entitled to use the facilities of the Club on the basis of being in possession of the Bungalow alone.

4.3 The rights and obligations of the Allottee as a member of the Club and the detailed terms and conditions of membership and rules and regulations governing use of the Club facilities will be formulated by the Promoter or the Association, as the case may be, in due course and circulated to members before the Club is made operational. The Allottee agrees, undertakes and covenants to abide by such rules and regulations and make payment of all periodic subscriptions and other expenses relating thereto.

4.4 On failure of the Allottee to regularly pay the charges, subscription, etc. in respect of the Club, the Promoter or the Association, as the case may be, shall be entitled to restrict the Allottee’s entry to the Club and withdraw all the privileges of the Club to the Allottee, and the Allottee hereby gives his/her/its unfettered consent to the same.

4.5 If the Allottee bring guests to use the Club facilities, the Allottee will be required to pay guest charges in accordance with the rules and regulations of the Club.

4.6 The Allottee hereby agrees and acknowledges that some of the facilities at the Club shall be available to the members of the Club, subject to payment of the monthly subscription only, while other facilities will be available on "pay by use" basis over and above the monthly subscription or such other basis as may be decided by the Promoter/Association.

4.7 Detailed terms and conditions of the Club membership, different charges and rules and regulations governing the usage of the Club will be formulated in due course and circulated to all the members and the same will be binding on all the members (including additional members).

5. Interpretation:

5.1 Words importing singular number, shall wherever applicable, include plural number.

5.2 Words importing Masculine Gender shall, wherever applicable, include Feminine Gender and/or neuter Gender.

5.3 Reference to any clause shall mean such clause of this deed and include any sub clause thereof. Reference to any schedule shall mean such schedule to this deed and includes any parts of such Schedule.

5.4 Headings, Clause Titles, Capitalized expressions and bold expressions are given for convenience purposes only.

THE FIRST SCHEDULE ABOVE REFERRED TO **(TOTAL LAND)**

PART 1

Land measuring an area 451.653 decimals equivalent to 273 (two hundred and seventy three) cottahs 4 (four) chittacks, more or less, comprised in R.S. dag Nos. 1097/1228, 1229, 1100, 1101(P) & 1102 under R.S. Khatian Nos. 795,797, 796, 799 & 803 corresponding to L.R. Dag No. 898(P) under L.R. Khatian Nos. 4382 to 4421, 4424 to 4428, 4506 and 4542 in Mouza - Mankundu, J.L. No. 9, Police Station - Bhadreswar, being Municipal Premises No. 183/1, Khan Road, within Ward No. 1 (Formerly known as 20) of Bhadreswar Municipality, Additional District Sub-Registration Office at Chandannagore, District Hooghly, the said land butted and bounded are as follows:-

ON THE NORTH: By Municipal Road known as Khan Road and gifted land for Road in R.S. Dag Nos. 1097/1228(P) corresponding to L.R. Dag No. 898(P) & R.S. Dag No. 1103 corresponding to L.R. Dag No. 900(P)

ON THE SOUTH: By Land belonging to R.S. dag No. 1225 corresponding to
to
L.R. Dag No. 943.

ON THE EAST: By land belonging to R.S. Dag Nos. 1100(P), 1101(P), 1228(P). Corresponding to L.R. dag No. 898(P) & R.S. Dag No. 1227 corresponding to L.R. dag No. 947 & R.S. Dag No. 1136 corresponding to L.R. Dag No. 946 & R.S. Dag No. 1137 corresponding to L.R. Dag No. 945 & R.S. Dag No. 1138 corresponding to L.R. Dag No. 944

ON THE WEST: By land belonging to R.S. Dag Nos. 1134 corresponding to L.R. Dag
to L.R. Dag
No. 942 & R.S. Dag No. 1135 corresponding to L.R. Dag No. 941, & R.S. Dag No. 1097 corresponding to L.R. Dag No. 899.

**PART II
(PHASE III/AURA VILLA)**

Land measuring an area 137 Cottahas 7 Chittacks 36 sq.ft. equivalent to 227.252 decimals, more or less, comprised in R.S. dag Nos. 1097/1228, 1229, 1100, 1101(P) & 1102 under R.S. Khatian Nos. 795,797, 796, 799 & 803 corresponding to L.R.

Dag No. 898(P) under L.R. Khatian Nos. 4382 to 4421, 4424 to 4428, 4506 and 4542 in Mouza - Mankundu, J.L. No. 9, Police Station - Bhadreswar, being Municipal Premises No. 183/1, Khan Road, within Ward No. 1 (Formerly known as 20) of Bhadreswar Municipality, Additional District Sub-Registration Office at Chandannagore, District - Hooghly

, PIN – 712139, morefully demarcated by colour Red on plan – A annexed and marked as ANNEXURE – A.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Devolution of Title)

1. **Ownership of Owner No. 1.1:** By a Deed of Conveyance dated 10th May, 2013 and registered in the Office of the Additional District Sub-Registrar, Chandannagore, Hooghly in Book No. I, CD Volume No. 5, Pages from 3364 to 3381, being Deed No. 01455 for the year 2013, Jubilant First Trust Healthcare Limited sold to Overgrow Vyapaar Private Limited, the Owner No. 1.1 herein, undivided 1/47th (one-forty seventh) share in the Said Property.
2. **Ownership of Owner No. 1.2:** By a Deed of Conveyance dated 10th May, 2013 and registered in the Office of the Additional District Sub-Registrar, Chandannagore, Hooghly in Book No. I, CD Volume No. 5, Pages from 3382 to 3399, being Deed No.01456 for the year 2013, Jubilant First Trust Healthcare Limited sold to Jagvandana Commercial Private Limited, the Owner No. 1.2 herein, undivided 1/47th (one-forty seventh) share in the Said Property.
3. **Ownership of Owner No. 1.3:** By a Deed of Conveyance dated 10th May, 2013 and registered in the Office of the Additional District Sub-Registrar, Chandannagore, Hooghly in Book No. I, CD Volume No. 5, Pages from 3400 to 3417, being Deed No.01457 for the year 2013, Jubilant First Trust Healthcare Limited sold to Exulting City Developers Private Limited, the Owner No. 1.3 herein, undivided 1/47th (one-forty seventh) share in the Said Property.
4. **Ownership of Owner No. 1.4:** By a Deed of Conveyance dated 10th May, 2013 and registered in the Office of the Additional District Sub-Registrar, Chandannagore, Hooghly in Book No. I, CD Volume No.5, Pages from 3418 to 3435, being Deed No.01458 for the year 2013, Jubilant First Trust Healthcare Limited sold to ShivbhaktiTradelink Private Limited, the Owner No. 1.4 herein, undivided 1/47th (one-forty seventh) share in the Said Property.
5. **Ownership of Owner No. 1.5:** By a Deed of Conveyance dated 10th May, 2013 and registered in the Office of the Additional District Sub-Registrar, Chandannagore, Hooghly in Book No. I, CD Volume No.5, Pages from 3436 to 3453, being Deed No.01459 for the year 2013, Jubilant First Trust Healthcare Limited sold to Royalpet Infrastructure Private Limited, the Owner No. 1.5 herein, undivided 1/47th (one-forty seventh) share in the Said Property.
6. **Ownership of Owner No. 1.6:** By a Deed of Conveyance dated 10th May, 2013 and registered in the Office of the Additional District Sub-Registrar, Chandannagore, Hooghly in Book No. I, CD Volume No.5, Pages from 3454 to 3471, being Deed No.01460 for the year 2013, Jubilant First Trust Healthcare Limited sold to Swarnsathi Merchants Private Limited, the Owner No. 1.6 herein, undivided 1/47th (one-forty seventh) share in the Said Property.
7. **Ownership of Owner No. 1.7:** By a Deed of Conveyance dated 10th May, 2013 and registered in the Office of the Additional District Sub-Registrar, Chandannagore, Hooghly in Book No. I, CD Volume No.5, Pages from 3472 to 3489, being Deed No.01461 for the year 2013, Jubilant First Trust Healthcare Limited sold to

Swarnmahal Sales Private Limited, the Owner No. 1.7 herein, undivided 1/47th (one-forty seventh) share in the Said Property.

8. **Ownership of Owner No.3 1.8:** By a Deed of Conveyance dated 10th May, 2013 and registered in the Office of the Additional District Sub-Registrar, Chandannagore, Hooghly in Book No. I, CD Volume No.5, Pages from 3490 to 3507, being Deed No.01462 for the year 2013, Jubilant First Trust Healthcare Limited sold to Shivaasha Dealer Private Limited, the Owner No.. 1.8 herein, undivided 1/47th (one-forty seventh) share in the Said Property.
9. **Ownership of Owner No. 1.9:** By a Deed of Conveyance dated 10th May, 2013 and registered in the Office of the Additional District Sub-Registrar, Chandannagore, Hooghly in Book No. I, CD Volume No.5, Pages from 3508 to 3525, being Deed No.01463 for the year 2013, Jubilant First Trust Healthcare Limited sold to Unlimited Developers Private Limited, the Owner No.. 1.9 herein, undivided 1/47th (one-forty seventh) share in the Said Property.
10. **Ownership of Owner No. 1.10:** By a Deed of Conveyance dated 10th May, 2013 and registered in the Office of the Additional District Sub-Registrar, Chandannagore, Hooghly in Book No. I, CD Volume No.5, Pages from 3526 to 3543, being Deed No.01464 for the year 2013, Jubilant First Trust Healthcare Limited sold to Laxmidhan Advisors Private Limited, the Owner No. 1.10 herein, undivided 1/47th (one-forty seventh) share in the Said Property.
11. **Ownership of Owner No. 1.11:** By a Deed of Conveyance dated 10th May, 2013 and registered in the Office of the Additional District Sub-Registrar, Chandannagore, Hooghly in Book No. I, CD Volume No.5, Pages from 3544 to 3561, being Deed No.01465 for the year 2013, Jubilant First Trust Healthcare Limited sold to DhanprayogTradecom Private Limited, the Owner No. 1.11 herein, undivided 1/47th (one-forty seventh) share in the Said Property.
12. **Ownership of Owner No. 1.12:** By a Deed of Conveyance dated 10th May, 2013 and registered in the Office of the Additional District Sub-Registrar, Chandannagore, Hooghly in Book No. I, CD Volume No.5, Pages from 3562 to 3579, being Deed No.01466 for the year 2013, Jubilant First Trust Healthcare Limited sold to Fane City Developers Private Limited, the Owner No. 1.12 herein, undivided 1/47th (one-forty seventh) share in the Said Property.
13. **Ownership of Owner No. 1.13:** By a Deed of Conveyance dated 10th May, 2013 and registered in the Office of the Additional District Sub-Registrar, Chandannagore, Hooghly in Book No. I, CD Volume No.5, Pages from 3580 to 3597, being Deed No.01467 for the year 2013, Jubilant First Trust Healthcare Limited sold to Liable Constructions Private Limited, the Owner No. 1.13 herein, undivided 1/47th (one-forty seventh) share in the Said Property.
14. **Ownership of Owner No. 1.14:** By a Deed of Conveyance dated 10th May, 2013 and registered in the Office of the Additional District Sub-Registrar, Chandannagore, Hooghly in Book No. I, CD Volume No.5, Pages from 3598 to 3615, being Deed No.01468 for the year 2013, Jubilant First Trust Healthcare Limited sold to Campaign Constructions Private Limited, the Owner No. 1.14 herein, undivided 1/47th (one-forty seventh) share in the Said Property.
15. **Ownership of Owner No. 1.15:** By a Deed of Conveyance dated 10th May, 2013 and registered in the Office of the Additional District Sub-Registrar, Chandannagore, Hooghly in Book No. I, CD Volume No.5, Pages from 3622 to 3669, being Deed No.01471 for the year 2013, Jubilant First Trust Healthcare Limited sold to Neelsimana Suppliers Private Limited, the Owner No. 1.15 herein, undivided 1/47th (one-forty seventh) share in the Said Property.
16. **Ownership of Owner No. 1.16:** By a Deed of Conveyance dated 10th May, 2013 and registered in the Office of the Additional District Sub-Registrar, Chandannagore, Hooghly in Book No. I, CD Volume No.5, Pages from 3634 to 3651, being Deed No.01470 for the year 2013, Jubilant First Trust Healthcare Limited sold to Durable Real Estate Private Limited, the Owner No. 1.16 herein, undivided 1/47th (one-forty seventh) share in the Said Property.

17. **Ownership of Owner No 1.17 ;** By a Deed of Conveyance dated 10th May, 2013 and registered in the Office of the Additional District Sub-Registrar, Chandannagore, Hooghly in Book No. I, CD Volume No.5, Pages from 3616 to 3633, being Deed No.01469 for the year 2013, Jubilant First Trust Healthcare Limited sold to Neelsimana Barter Private Limited, the Owner No. 1.17 herein, undivided 1/47th (one-forty seventh) share in the Said Property.
18. **Ownership of Owner No. 1.18:** By a Deed of Conveyance dated 10th May, 2013 and registered in the Office of the Additional District Sub-Registrar, Chandannagore, Hooghly in Book No. I, CD Volume No.5, Pages from 3670 to 3687, being Deed No.01472 for the year 2013, Jubilant First Trust Healthcare Limited sold to SwetangTradelink Private Limited, the Owner No. 1.18 herein, undivided 1/47th (one-forty seventh) share in the Said Property.
19. **Ownership of Owner No. 1.19:** By a Deed of Conveyance dated 10th May, 2013 and registered in the Office of the Additional District Sub-Registrar, Chandannagore, Hooghly in Book No. I, CD Volume No.5, Pages from 3688 to 3705, being Deed No.01473 for the year 2013, Jubilant First Trust Healthcare Limited sold to Choiceforce Plot Managers Private Limited, the Owner No. 1.19 herein, undivided 1/47th (one-forty seventh) share in the Said Property.
20. **Ownership of Owner No. 1.20:** By a Deed of Conveyance dated 10th May, 2013 and registered in the Office of the Additional District Sub-Registrar, Chandannagore, Hooghly in Book No. I, CD Volume No.5, Pages from 3706 to 3723, being Deed No.01474 for the year 2013, Jubilant First Trust Healthcare Limited sold to Endurance City Projects Private Limited, the Owner No. 1.20 herein, undivided 1/47th (one-forty seventh) share in the Said Property.
21. **Ownership of Owner No. 1.21:** By a Deed of Conveyance dated 10th May, 2013 and registered in the Office of the Additional District Sub-Registrar, Chandannagore, Hooghly in Book No. I, CD Volume No.5, Pages from 3724 to 3741, being Deed No.01475 for the year 2013, Jubilant First Trust Healthcare Limited sold to LaxmidhanTradecom Private Limited, the Owner No. 1.21 herein, undivided 1/47th (one-forty seventh) share in the Said Property.
22. **Ownership of Owner No. 1.22:** By a Deed of Conveyance dated 10th May, 2013 and registered in the Office of the Additional District Sub-Registrar, Chandannagore, Hooghly in Book No. I, CD Volume No.5, Pages from 3742 to 3759, being Deed No.01476 for the year 2013, Jubilant First Trust Healthcare Limited sold to Renew Developers Private Limited, the Owner No.. 1.22 herein, undivided 1/47th (one-forty seventh) share in the Said Property.
23. **Ownership of Owner No. 1.23:** By a Deed of Conveyance dated 10th May, 2013 and registered in the Office of the Additional District Sub-Registrar, Chandannagore, Hooghly in Book No. I, CD Volume No.5, Pages from 3760 to 3777, being Deed No.01477 for the year 2013, Jubilant First Trust Healthcare Limited sold to Goodshine Advisors Private Limited, the Owner No. 1.23 herein, undivided 1/47th (one-forty seventh) share in the Said Property.
24. **Ownership of Owner No. 1.24:** By a Deed of Conveyance dated 10th May, 2013 and registered in the Office of the Additional District Sub-Registrar, Chandannagore, Hooghly in Book No. I, CD Volume No.5, Pages from 3778 to 3795, being Deed No.01478 for the year 2013, Jubilant First Trust Healthcare Limited sold to Dhanprayog Agencies Private Limited, the Owner No. 1.24 herein, undivided 1/47th (one-forty seventh) share in the Said Property.
25. **Ownership of Owner No. 1.25:** By a Deed of Conveyance dated 10th May, 2013 and registered in the Office of the Additional District Sub-Registrar, Chandannagore, Hooghly in Book No. I, CD Volume No.5, Pages from 3796 to 3813, being Deed No.01479 for the year 2013, Jubilant First Trust Healthcare Limited sold to Gajrup Commoddeal Private Limited, the Owner No. 1.25 herein, undivided 1/47th (one-forty seventh) share in the Said Property.

26. **Ownership of Owner No. 1.26:** By a Deed of Conveyance dated 10th May, 2013 and registered in the Office of the Additional District Sub-Registrar, Chandannagore, Hooghly in Book No. I, CD Volume No.5, Pages from 3814 to 3831, being Deed No.01480 for the year 2013, Jubilant First Trust Healthcare Limited sold to Geranium Tradelink Private Limited, the Owner No.. 1.26 herein, undivided 1/47th (one-forty seventh) share in the Said Property.
27. **Ownership of Owner No. 1.27:** By a Deed of Conveyance dated 10th May, 2013 and registered in the Office of the Additional District Sub-Registrar, Chandannagore, Hooghly in Book No. I, CD Volume No.5, Pages from 3832 to 3849, being Deed No.01481 for the year 2013, Jubilant First Trust Healthcare Limited sold to Aadrika Distributors Private Limited, the Owner No. 1.27 herein, undivided 1/47th (one-forty seventh) share in the Said Property.
28. **Ownership of Owner No. 1.28:** By a Deed of Conveyance dated 10th May, 2013 and registered in the Office of the Additional District Sub-Registrar, Chandannagore, Hooghly in Book No. I, CD Volume No.5, Pages from 3850 to 3867, being Deed No.01482 for the year 2013, Jubilant First Trust Healthcare Limited sold to Durvish Shoppers Private Limited, the Owner No. 1.28 herein, undivided 1/47th (one-forty seventh) share in the Said Property.
29. **Ownership of Owner No. 1.29:** By a Deed of Conveyance dated 10th May, 2013 and registered in the Office of the Additional District Sub-Registrar, Chandannagore, Hooghly in Book No. I, CD Volume No.5, Pages from 3886 to 3903, being Deed No.01484 for the year 2013, Jubilant First Trust Healthcare Limited sold to Dhanaasha Agencies Private Limited, the Owner No. 1.29 herein, undivided 1/47th (one-forty seventh) share in the Said Property.
30. **Ownership of Owner No. 1.30:** By a Deed of Conveyance dated 10th May, 2013 and registered in the Office of the Additional District Sub-Registrar, Chandannagore, Hooghly in Book No. I, CD Volume No.5, Pages from 3938 to 3955, being Deed No.01487 for the year 2013, Jubilant First Trust Healthcare Limited sold to LinkroseVaniyja Private Limited, the Owner No. 1.30 herein, undivided 1/47th (one-forty seventh) share in the Said Property.
31. **Ownership of Owner No. 1.31:** By a Deed of Conveyance dated 10th May, 2013 and registered in the Office of the Additional District Sub-Registrar, Chandannagore, Hooghly in Book No. I, CD Volume No.5, Pages from 3971 to 3988, being Deed No.01489 for the year 2013, Jubilant First Trust Healthcare Limited sold to Zinnia Infrastructure Private Limited, the Owner No. 1.31 herein, undivided 1/47th (one-forty seventh) share in the Said Property.
32. **Ownership of Owner No. 1.32:** By a Deed of Conveyance dated 10th May, 2013 and registered in the Office of the Additional District Sub-Registrar, Chandannagore, Hooghly in Book No. I, CD Volume No.5, Pages from 4038 to 4055, being Deed No.01490 for the year 2013, Jubilant First Trust Healthcare Limited sold to Renew Infrastructure Private Limited, the Owner No. 1.32 herein, undivided 1/47th (one-forty seventh) share in the Said Property.
33. **Ownership of Owner No. 1.33:** By a Deed of Conveyance dated 10th May, 2013 and registered in the Office of the Additional District Sub-Registrar, Chandannagore, Hooghly in Book No. I, CD Volume No.5, Pages from 4056 to 4073, being Deed No.01491 for the year 2013, Jubilant First Trust Healthcare Limited sold to Kalashdhan Plot Managers Private Limited, the Owner No. 1.33 herein, undivided 1/47th (one-forty seventh) share in the Said Property.
34. **Ownership of Owner No. 1.34:** By a Deed of Conveyance dated 10th May, 2013 and registered in the Office of the Additional District Sub-Registrar, Chandannagore, Hooghly in Book No. I, CD Volume No.5, Pages from 4074 to 4091, being Deed No.01492 for the year 2013, Jubilant First Trust Healthcare Limited sold to Samundar Advisors Private Limited, the Owner No. 1.34 herein, undivided 1/47th (one-forty seventh) share in the Said Property.
35. **Ownership of Owner No. 1.35:** By a Deed of Conveyance dated 10th May, 2013 and registered in the Office of the Additional District Sub-Registrar, Chandannagore, Hooghly in Book No. I, CD Volume No.5, Pages from 4092 to 4109, being Deed No.01493 for the year 2013, Jubilant First Trust Healthcare Limited sold to

Beautitude Housing Developers Private Limited, the Owner No. 1.35 herein, undivided 1/47th (one-forty seventh) share in the Said Property.

36. **Ownership of Owner No. 1.36:** By a Deed of Conveyance dated 10th May, 2013 and registered in the Office of the Additional District Sub-Registrar, Chandannagore, Hooghly in Book No. I, CD Volume No.5, Pages from 4110 to 4127, being Deed No.01494 for the year 2013, Jubilant First Trust Healthcare Limited sold to Shivangan Distributors Private Limited, the Owner No. 1.36 herein, undivided 1/47th (one-forty seventh) share in the Said Property.
37. **Ownership of Owner No. 1.37:** By a Deed of Conveyance dated 10th May, 2013 and registered in the Office of the Additional District Sub-Registrar, Chandannagore, Hooghly in Book No. I, CD Volume No.5, Pages from 4128 to 4145, being Deed No.01495 for the year 2013, Jubilant First Trust Healthcare Limited sold to Samundar Retails Private Limited, the Owner No. 1.37 herein, undivided 1/47th (one-forty seventh) share in the Said Property.
38. **Ownership of Owner No. 1.38:** By a Deed of Conveyance dated 10th May, 2013 and registered in the Office of the Additional District Sub-Registrar, Chandannagore, Hooghly in Book No. I, CD Volume No.5, Pages from 4146 to 4163, being Deed No.01496 for the year 2013, Jubilant First Trust Healthcare Limited sold to Riddhiman Shoppers Private Limited, the Owner No. 1.38 herein, undivided 1/47th (one-forty seventh) share in the Said Property.
39. **Ownership of Owner No. 1.39:** By a Deed of Conveyance dated 10th May, 2013 and registered in the Office of the Additional District Sub-Registrar, Chandannagore, Hooghly in Book No. I, CD Volume No.5, Pages from 4164 to 4181, being Deed No.01497 for the year 2013, Jubilant First Trust Healthcare Limited sold to Yashmit Sales Private Limited, the Owner No. 1.39 herein, undivided 1/47th (one-forty seventh) share in the Said Property.
40. **Ownership of Owner No. 1.40:** By a Deed of Conveyance dated 10th May, 2013 and registered in the Office of the Additional District Sub-Registrar, Chandannagore, Hooghly in Book No. I, CD Volume No.5, Pages from 4182 to 4199, being Deed No.01498 for the year 2013, Jubilant First Trust Healthcare Limited sold to Yashmit Mercantile Private Limited, the Owner No. 1.40 herein, undivided 1/47th (one-forty seventh) share in the Said Property.
41. **Ownership of Owner No. 1.41:** By a Deed of Conveyance dated 10th May, 2013 and registered in the Office of the Additional District Sub-Registrar, Chandannagore, Hooghly in Book No. I, CD Volume No.5, Pages from 4200 to 4217, being Deed No.01500 for the year 2013, Jubilant First Trust Healthcare Limited sold to Tricky Merchandise Private Limited, the Owner No. 1.41 herein, undivided 1/47th (one-forty seventh) share in the Said Property.
42. **Ownership of Owner No. 1.42:** By a Deed of Conveyance dated 10th May, 2013 and registered in the Office of the Additional District Sub-Registrar, Chandannagore, Hooghly in Book No. I, CD Volume No.5, Pages from 4218 to 4235, being Deed No.01502 for the year 2013, Jubilant First Trust Healthcare Limited sold to Swetang Commerce Private Limited, the Owner No. 1.42 herein, undivided 1/47th (one-forty seventh) share in the Said Property.
43. **Ownership of Owner No. 1.43:** By a Deed of Conveyance dated 10th May, 2013 and registered in the Office of the Additional District Sub-Registrar, Chandannagore, Hooghly in Book No. I, CD Volume No.5, Pages from 4236 to 4253, being Deed No.01504 for the year 2013, Jubilant First Trust Healthcare Limited sold to Tricky Commodeal Private Limited, the Owner No. 1.43 herein, undivided 1/47th (one-forty seventh) share in the Said Property.
44. **Ownership of Owner No. 1.44:** By a Deed of Conveyance dated 10th May, 2013 and registered in the Office of the Additional District Sub-Registrar, Chandannagore, Hooghly in Book No. I, CD Volume No.5, Pages from 4254 to 4271, being Deed No.01505 for the year 2013, Jubilant First Trust Healthcare Limited sold to Dayaswarup Commodeal Private Limited, the Owner No. 1.44 herein, undivided 1/47th (one-forty seventh) share in the Said Property.

45. **Ownership of Owner No. 1.45:** By a Deed of Conveyance dated 10th May, 2013 and registered in the Office of the Additional District Sub-Registrar, Chandannagore, Hooghly in Book No. I, CD Volume No.5, Pages from 4272 to 4289, being Deed No.01506 for the year 2013, Jubilant First Trust Healthcare Limited sold to Aadrika Commercial Private Limited, the Owner No. 1.45 herein, undivided 1/47th (one-forty seventh) share in the Said Property.
46. **Ownership of Owner No. 1.46:** By a Deed of Conveyance dated 10th May, 2013 and registered in the Office of the Additional District Sub-Registrar, Chandannagore, Hooghly in Book No. I, CD Volume No.5, Pages from 4290 to 4307, being Deed No.01507 for the year 2013, Jubilant First Trust Healthcare Limited sold to PGE Infosolution Private Limited, the Owner No. 1.46 herein, undivided 1/47th (one-forty seventh) share in the Said Property.
47. **Ownership of Owner No. 1.47:** By a Deed of Conveyance dated 10th May, 2013 and registered in the Office of the Additional District Sub-Registrar, Chandannagore, Hooghly in Book No. I, CD Volume No.5, Pages from 4308 to 4325, being Deed No.01508 for the year 2013, Jubilant First Trust Healthcare Limited sold to Vamadev Agencies Private Limited, the Owner No. 1.47 herein, undivided 1/47th (one-forty seventh) share in the Said Property.
48. **The above 47 numbers Companies became the joint owners of the land area 279 Cottahas 8 Chittacks 7 Sq.ft.** Out of the said land the Owners Gifted 6 Cottahas 4 Chittacks 9sq.ft. i.e. 10.35 decimals vide Deed No. 816 for the year 2015 which was registered in the Office of the Additional Registrar of Assurances – III, Kolkata, therein recorded in Book No. 1, CD Volume No. 3, pages from 259 to 276. The Owners are now absolutely owner of land area 273 (two hundred and seventy three) cottah 4 (four) chittack, more or less, which is particularly described in the Part I of the First Schedule hereinabove.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Areas)

RIGHT TO USE ALL THAT the common areas, facilities, amenities and/or the portions of the Project, earmarked/meant by the Promoter for beneficial common use and enjoyment of the Purchaser/other occupants of the Project and which are not earmarked/reserved for any specific person(s) or specific purpose(s) by the Promoter.

- Entire Land of the Project other than the Land utilised for Plotted Development earmarked for Future Development
- Community hall with Open terrace
- Guest rooms
- Club
- Indoor Game rooms
- Reading zone
- Seating lounge
- Kids play area
- Mini Theatre
- Multipurpose Room
- Gymnasium
- Swimming pool with deck
- Swimming pool changing area with steam room & toilets
- Provision for Cafeteria
- Lifts
- Common staircases
- Commercial staircases and lifts will be shared with the residential area
- All floor Common Lobbies and Corridors
- Ground Floor entrance lobbies and corridors
- Ground Floor Common toilets
- Aerial walking trail at roof level
- Roof areas
- Common terraces
- Fire refuge platforms

- All services shafts and ducts
- All underground tanks & Pits
- Pump room
- Sewerage treatment plant
- Open to sky DG space
- Internal Driveway
- All other areas for common services & facilities like meter room, security room, pool plant room etc.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Said Bunglow)

ALL THAT Bunglow No. _____ **4** having Carpet Area of _____ square feet, along with Built Up Area of _____square feet, along with balcony/Verandah admeasuring ____ square feet comprised of __ bedroom hall kitchen (____BHK), Exclusive Terrace Area ____ square feet if applicable along with study if applicable along with the land underneath the bunglow, front and back yard of more or less ... Cottahs/ ... sft (collectively Exclusive land), and of/together with right to use pro rata share in the Common Areas(including External wall thickness etc.) of the entire Project along with One Car Park,

THE FIFTH SCHEDULE ABOVE REFERRED TO

(UNIT PRICE)

RECEIVED Rs. _____/- (**Rupees** _____) only for the Said Bunglow and The Rights Appurtenant Thereto paid by the Purchaser to the Promoter through cheque/RTGS, the receipt of which the Promoter hereby acknowledge to have received.

Witness

ACKNOWLEDGEMENT

1.

(Constituted Attorney of the Owners)

2.

(As Developers/ Confirming Party)

IN WITNESS WHEREOF the Parties hereinabove named have set and subscribed their respective hands and seal on the day month and year first above written in the presence of attesting witness as below.

Authorized Signatory
As the Constituted Attorney of the Owners

Authorized Signatory
Developer

[Purchaser]

Witnesses:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____