

**THIS INDENTURE (“Indenture”)** executed on this ..... day of ....., Two Thousand and Twenty (2020);

**BETWEEN**

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

7. **EPISTLE PROPERTIES LLP, [PAN: AAHFE4136E]**, having **LLPIN-AAN-5488**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its place of business at 122/1R, SatyendranathMajumdarSarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
8. **WHIPPET BUILDERS LLP, [PAN; AADFW0332N]**, having **LLPIN-AAN-4646**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its place of business at 122/1R, SatyendranathMajumdarSarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
9. **EDAM INFRATECH LLP, [PAN: AAHFE4633L]**, having **LLPIN-AAN-7797**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its place of business at 122/1R, SatyendranathMajumdarSarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
10. **EDAM INFRAESTATE LLP, [PAN: AAHFE3861E]**, having **LLPIN-AAN-4584**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its place of business at 122/1R, SatyendranathMajumdarSarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
11. **EVARAJ CONSTRUCTION PRIVATE LIMITED, [PAN: AADCE5414A]**, having CIN U45400WB2013PTC198616, a Company incorporated under the Companies Act, 1956, having its registered office at 122/1R, SatyendranathMajumdarSarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
12. **AYANNA INFRASTRUCTURE LLP, [PAN: ABIFA3949B]**, having **LLPIN AAI-9805**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its place of business at 122/1R, SatyendranathMajumdarSarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
13. **ADVERT BUSINESS LLP, [PAN: ABIFA3947R]**, having **LLPIN AAI-9742**, a Limited Liability Partnership incorporated under the Limited Liability

Partnership Act, 2008, having place of business at 122/1R, SatyendranathMajumdarSarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,

14. **KAUSHAL COMMODITIES LLP,[PAN: AASF2303G]**, having LLPIN AAI-9933, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its place of business at 122/1R, SatyendranathMajumdarSarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
15. **TRACKMAN MERCHANTS LLP,[PAN: AAMFT4008R]**, having LLPIN AAI-9770, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its place of business at 122/1R, SatyendranathMajumdarSarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
16. **WALL STREET TRADING & CONSULTANCY LLP, [PAN: AACFW5752B]**, having LLPIN AAI-9745, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having place of business at 122/1R, SatyendranathMajumdarSarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
17. **WAMIKA TOWER LLP, [PAN: AADFW0444R]**, having LLPIN-AAN-5306, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its place of business at 122/1R, SatyendranathMajumdarSarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
18. **IDIKA TOWER LLP, [PAN: AAHFI3222R]**, having LLPIN-AAN-5489, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its place of business at 122/1R, SatyendranathMajumdarSarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
19. **WAMIKA BUILDERS LLP, [PAN: AADFW0372Q]**, having LLPIN-AAN-4896, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its place of business at 122/1R, SatyendranathMajumdarSarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,

20. **WAMIKA COMPLEX LLP, [PAN: AADFW0371P]**, having LLPIN-AAN-4835, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its place of business at 122/1R, SatyendranathMajumdarSarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
21. **WAMIKA ENCLAVE LLP, [PAN: AADFW0443J]**, having LLPIN-AAN-5299, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its place of business at 122/1R, SatyendranathMajumdarSarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
22. **IDIKA BUILDCON LLP, [PAN: AAHFI3431L]**, having LLPIN-AAN-4999, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having place of business at 122/1R, SatyendranathMajumdarSarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
23. **IDIKA INFRA LLP, [PAN: AAHFI3167K]**, having LLPIN-AAN-5333, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its place of business at 122/1R, SatyendranathMajumdarSarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
24. **IDIKA DEVELOPERS LLP, [PAN: AAHFI3045C]**, having LLPIN-AAN-4918, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 122/1R, SatyendranathMajumdarSarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
25. **WAMIKA INFRAPROJECTS LLP, [PAN: AADFW0373R]**, having LLPIN-AAN-4919, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having place of business at 122/1R, SatyendranathMajumdarSarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
26. **EESHVI CONSTRUCTION PRIVATE LIMITED, [PAN: AADCE3811B]**, having CIN U45400WB2013PTC193668, a Company incorporated under the Companies Act, 1956, having its registered office at 122/1R,

SatyendranathMajumdarSarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,

27. **EVARAJ DEVELOPERS PRIVATE LIMITED, [PAN: AADCE5416C]**, having CIN U45400WB2013PTC198615, a Company incorporated under the Companies Act, 1956, having its registered office at 122/1R, SatyendranathMajumdarSarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
28. **REDLAND PROPERTIES PRIVATE LIMITED, [PAN: AAFCR9486D]**, having CIN U45400WB2012PTC182817, a Company incorporated under the Companies Act, 1956, having its registered office at 122/1R, SatyendranathMajumdarSarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
29. **DIVYAJYOTI PROPERTIES PRIVATE LIMITED, [PAN: AABCD7837L]**, having CIN U45201WB1996PTC081827, a Company incorporated under the Companies Act, 1956, having its registered office at 122/1R, SatyendranathMajumdarSarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
30. **ZIRCON DEALERS PRIVATE LIMITED, [PAN: AAACZ1160H]**, having CIN U51109WB1996PTC081950, a Company incorporated under the Companies Act, 1956, having its registered office at 122/1R, SatyendranathMajumdarSarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
31. **KYAL DEVELOPERS PRIVATE LIMITED, [PAN: AABCK3070E]**, having CIN U70109WB1995PTC076151, a Company incorporated under the Companies Act, 1956, having its registered office at 122/1R, SatyendranathMajumdarSarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
32. **ALLWORTH TRADECOM PRIVATE LIMITED, [PAN: AAGCA9345P]**, having CIN U51109WB2008PTC124712, a Company incorporated under the Companies Act, 1956, having its registered office at 122/1R, SatyendranathMajumdarSarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,

33. **EKARAJ HOMES PRIVATE LIMITED, [PAN: AADCE4255B]**, having CIN U45400WB2013PTC195350, a Company incorporated under the Companies Act, 1956, having its registered office at 122/1R, SatyendranathMajumdarSarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
34. **EKARAJ DEVELOPERS LLP [PAN: AAGFE9673B]**, having LLPIN AAM-0669, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having place of business at 12C, Chakaraberia Road (North), Post Office LalaLajpat Rai Sarani, Police Station Ballygunge, Kolkata -700 020,
35. **VIKAT INFRASTRUCTURE LLP [PAN: AAPFV9477K]**, having LLPIN AAL-3791, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having place of business at 12C, Chakaraberia Road (North), Post Office LalaLajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
36. **UPENDRA REALTORS LLP [PAN: AAFFU3651G]**, having LLPIN AAL-3792, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having place of business at 12C, Chakaraberia Road (North), Post Office LalaLajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
37. **NIRGUNA BUILDERS LLP [PAN: AAOFN8534C]**, having LLPIN AAL-2630, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having place of business at 12C, Chakaraberia Road (North), Post Office LalaLajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
38. **INDISPENSABLE INFRASTRUCTURE LLP [PAN: AAGFI7722M]**, having LLPIN AAL-2502, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having place of business at 12C, Chakaraberia Road (North), Post Office LalaLajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
39. **SANVIK REALPROJECTS LLP [PAN: ADNFS8127L]**, having LLPIN AAL-3790, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having place of business at 12C,

Chakaraberia Road (North), Post Office LalaLajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,

40. **MATASHREE INFRABUILDCON PRIVATE LIMITED [PAN: AAICM9923D]**, having CIN U70102WB2013PTC199157, a Company incorporated under the Companies Act, 1956, having its registered office at 12C, Chakaraberia Road (North), Post Office LalaLajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
41. **HARA INFRASTRUCTURE LLP [PAN: AAKFH9239A]**, having LLPIN AAL-2500, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having place of business at 12C, Chakaraberia Road (North), Post Office LalaLajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
42. **SHOOLIN DEVELOPERS LLP [PAN: ADNFS7854A]**, having LLPIN AAL-3719, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having place of business at 12C, Chakaraberia Road (North), Post Office LalaLajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
43. **SHOORA CITYDEVELOPERS LLP, [PAN: ADNFS8603B]**, having LLPIN AAK-9502, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having place of business at 12C, Chakaraberia Road (North), Post Office LalaLajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
44. **SKAN REALCON LLP [PAN: ADNFS7853H]**, having LLPIN AAL-3726, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having place of business at 12C, Chakaraberia Road (North), Post Office LalaLajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
45. **BANGBHUMI INFRAPROJECTS LLP, [PAN: AASFB8549B]**, having LLPIN AAL-3721, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having place of business at 12C, Chakaraberia Road (North), Post Office LalaLajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,

46. **JHILMIL REALTY PRIVATE LIMITED [PAN: AADCJ2243E]**, having CIN U70102WB2013PTC195359, a Company incorporated under the Companies Act, 1956, having its registered office at 12C, Chakaraberia Road (North), Post Office LalaLajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
47. **LAGAN INFRABUILD LLP [PAN: AAHFL3672L]**, having LLPIN AAL-3720, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having place of business at 12C, Chakaraberia Road (North), Post Office LalaLajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
48. **SHIVMANGAL NIKETAN LLP [PAN: ADNFS7855B]**, having LLPIN AAL-4025, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having place of business at 12C, Chakaraberia Road (North), Post Office LalaLajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
49. **GREENVIEW RESIDENCY PRIVATE LIMITED, [PAN: AAFCG4441F]**, having CIN U70102WB2013PTC195354, a Company incorporated under the Companies Act, 1956, a Company incorporated under the Companies Act, 1956, having its registered office at 12C, Chakaraberia Road (North), Post Office LalaLajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
50. **KAILASHDHAM REAL ESTATE LLP, [PAN: AASF8751G]**, having LLPIN AAL-3865, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having place of business at 12C, Chakaraberia Road (North), Post Office LalaLajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
51. **GIRIDHAN COMPLEX PRIVATE LIMITED, [PAN: AAFCG2160B]**, having CIN U70102WB2013PTC194043, a Company incorporated under the Companies Act, 1956, having its registered office at 12C, Chakaraberia Road (North), Post Office LalaLajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
52. **NITYANAND MERCHANTILE LIMITED, [PAN: AABCN3324N]**, having CIN U51900WB1985PLC112721, a Company incorporated under the



Companies Act, 1956, having its registered office at 1002 E M Bypass, Front Block, Post Office Dhapa, Police Station PragatiMaidan, Kolkata - 700 105,

53. **KAMYABI DISTRIBUTORS PRIVATE LIMITED, [PAN: AADCK2371E]**, having CIN U51109WB2006PTC112109, a Company incorporated under the Companies Act, 1956, having its registered office at 12C, Chakaraberia Road (North), Post Office LalaLajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
54. **GREEN FIELD NIKETAN PRIVATE LIMITED, [PAN AACCG8179K]**, having CIN U45200WB2007PTC113880, a Company incorporated under the Companies Act, 1956, having its registered office at 12C, Chakaraberia Road (North), Post Office LalaLajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
55. **VIRTUAL VANIJYA PRIVATE LIMITED, [PAN: AACCV6037F]**, having CIN U51109WB2007PTC112858, a Company incorporated under the Companies Act, 1956, having its registered office at 12C, Chakaraberia Road (North), Post Office LalaLajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
56. **SUMIT QUALITY MARBLES PRIVATE LIMITED, [PAN: AADCS6631D]**, having CIN U14101WB1996PTC081448, a Company incorporated under the Companies Act, 1956, having its registered office at 12C, Chakaraberia Road (North), Post Office LalaLajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
57. **SPANDAN ENCLAVE PRIVATE LIMITED, [PAN: AADCS6445D]**, having CIN U70101WB1995PTC073182, a Company incorporated under the Companies Act, 1956, having its registered office at 12C, Chakaraberia Road (North), Post Office LalaLajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
58. **RAINBOW ENCLAVE PRIVATE LIMITED, [PAN: AABCR2114G]**, having CIN U70101WB1995PTC073425, a Company incorporated under the Companies Act, 1956, having its registered office at 12C, Chakaraberia Road (North), Post Office LalaLajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,

59. **RISHI ENCLAVE PRIVATE LIMITED [PAN: AADCR2221C]**, having CIN U70101WB2005PTC106534, a Company incorporated under the Companies Act, 1956, having its registered office at 12C, Chakaraberia Road (North), Post Office LalaLajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
60. **SIDDHARTH ADVISORY SERVICES PRIVATE LIMITED [PAN: AAJCS5765L]**, having CIN U51109WB2005PTC106495, a Company incorporated under the Companies Act, 1956, having its registered office at 12C, Chakaraberia Road (North), Post Office LalaLajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
61. **KASAUTI VYAPAAR PRIVATE LIMITED [PAN: AACCK9206F]**, having CIN U51109WB2006PTC107781, a Company incorporated under the Companies Act, 1956, having its registered office at 12C, Chakaraberia Road (North), Post Office LalaLajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
62. **MAPLE VINCOM PRIVATE LIMITED, [PAN: AAFCM6890E]**, having CIN U51109WB2007PTC115850, a Company incorporated under the Companies Act, 1956, having its registered office at 12C, Chakaraberia Road (North), Post Office LalaLajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
63. **NILRATAN VINCOM PRIVATE LIMITED, [PAN: AADCN1199D]**, having CIN U51109WB2008PTC128289, a Company incorporated under the Companies Act, 1956, having its registered office at 12C, Chakaraberia Road (North), Post Office LalaLajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
64. **CHARNOCK ESTATE PRIVATE LIMITED, [PAN: AACCC8833C]**, having CIN U70101WB2006PTC109937, a Company incorporated under the Companies Act, 1956, having its registered office at 1002 E M Bypass, Front Block, Post Office Dhapa, Police Station PragatiMaidan, Kolkata - 700 105,
65. **P S NIVAS & PROMOTING LLP, [PAN: AAVFP5049H]**, having LLPIN AAM-0214, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having place of business at 12C, Chakaraberia Road (North), Post Office LalaLajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,

66. **P S NIRMAN PRIVATE LIMITED, [PAN: AADCP5063G]**, having CIN U45201WB2004PTC097867, a Company incorporated under the Companies Act, 1956, having its registered office at 1002, E M Bypass, Front Block, Post Office Dhapa, Police Station PragatiMaidan, Kolkata - 700 105,
67. **EESHVI DEVELOPERS PRIVATE LIMITED, [PAN: AADCE3806E]**, having CIN U45400WB2013PTC193727, a Company incorporated under the Companies Act, 1956, having its registered office at 122/1R, SatyendranathMajumdarSarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026
68. **SHIV RATAN KARNANI**, having PAN AEHPK5849N, Aadhaar 7476 9578 9456, having Mobile No.9903993955, by occupation Business, son of Suraj Mal Karnani, by Nationality Indian, by faith Hindu and both are residing at Jasmine 4A, New Alipore Residency, 45A Buroshibtalla Main Road, Post Office- Shahpur, Police Station- Behala, Kolkata 700 038,
69. **KANTA DEVI KARNANI**, having PAN AEHPK5830M, Aadhaar 4447 8591 4399, having Mobile No.9432230341, by occupation Housewife, wife of Shiv RatanKarnani, by Nationality Indian, by faith Hindu and both are residing at Jasmine 4A, New Alipore Residency, 45A Buroshibtalla Main Road, Post Office- Shahpur, Police Station- Behala, Kolkata 700 038,
70. **NITESH KARNANI**, having PAN AUVPK2991H, Aadhaar 5071 0454 0910, having Mobile No.9903958686, by occupation Business, son of Shiv RatanKarnani, by Nationality Indian, by faith Hindu and both are residing at Jasmine 4A, New Alipore Residency, 45A Buroshibtalla Main Road, Post Office- Shahpur, Police Station- Behala, Kolkata 700 038,
71. **ANKITA KARNANI**, having PAN AWMPM3396F, Aadhaar 5080 0904 2130, having Mobile No.9830064866, by occupation Business, wife of NiteshKarnani, by Nationality Indian, by faith Hindu and both are residing at Jasmine 4A, New Alipore Residency, 45A Buroshibtalla Main Road, Post Office- Shahpur, Police Station- Behala, Kolkata 700 038,
72. **NITESH KARNANI & SONS HUF**, having PAN AAJHN7780D, a HUF, having its office at 18, RabindraSarani, Poddar Court, Gate No. 2, 6<sup>th</sup> Floor, Room No. 2, Post Office - GPO, Police Station - Hare Street, Kolkata 700001, represented by its Karta **NITESHKARNANI**, having PAN

AUVPK2991H, Aadhaar 5071 0454 0910, having Mobile No.9903958686, son of Shiv RatanKarnani, residing at Jasmine 4A, New Alipore Residency, 45A Buroshibtalla Main Road, Post Office- Shahpur, Police Station- Behala, Kolkata 700 038,

73. **BISWANATH ACRES LLP**, having PAN AAVFB2082Q, having LLPIN AAP-7513,

74. **BISWANATH HOUSING LLP**, having PAN AAVFB2080N, having LLPIN AAP-7545,

75. **BISWANATH PROPERTY NIRMAAN LLP**, having PAN AAVFB2085K, having LLPIN AAP-7782

76. **BISWANATH PROPERTY DEVELOPERS LLP**, having PAN AAVFB2087M, having LLPIN AAP-7524,

Nos. 72 to 76 - all Limited Liability Partnership, having their place of business at 39, Kali Krishna Tagore Street, Post Office Burrabazar, Police Station Jorasanko, Kolkata 700 007, all represented by their Designated Partner namely **ASHOK KUMAR TODI** (PAN ABRPT5626R, Aadhaar 8827 1493 8213), having Mobile No.9007021000, by Nationality Indian, by Caste- Hindu, by Occupation Business, son of Girdhari Lal Todi, residing at CG-235, Saltlake City, Sector II, Bidhannagar (M), SechBhawan, Post Office SechBhawan, Police Station Bidhannagar, North 24 Parganas, West Bengal 700091,

77. **BISWANATH REALUNITY LLP**, having PAN AAVFB2077K, having LLPIN AAP-7528,

78. **BISWANATH NEEV NIRMAAN LLP**, having PAN AAVFB2088E, having LLPIN AAP-7523 and

79. **BISWANATH REALTORS LLP**, having PAN AAVFB2079H, having LLPIN AAP-7529,

Nos. 75 to 79 all Limited Liability Partnership, having their having their place of business at 39, Kali Krishna Tagore Street, Post Office Burrabazar, Police Station Jorasanko, Kolkata 700 007, all represented by their Designated Partner namely **PRADIP KUMAR TODI** (PAN ABTPT2696K, Aadhaar 701384152085), having Mobile No.9831490000, by Nationality Indian, by Caste- Hindu, by Occupation Business, son of Girdhari Lal Todi, residing at CF-398, Bidhannagar, CC-Block,

North 24 Parganas, Post Office Bidhannagar, Police Station Bidhannagar, Kolkata - 700064, hereinafter referred to as the “OWNERS” (which term or expression shall unless excluded by or repugnant to the subject or context mean and include its successors and permitted assigns) of the **FIRST PART**;

**AND**

....., hereinafter referred to as the “PROMOTER” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and permitted assigns) of the **SECOND PART**;

**AND**

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

(Please insert details of other allottee(s) in case of more than one allottee)

The Owners, Promoter and Allottee shall hereinafter collectively be referred to as the “parties” and individually as a “party”.

**WHEREAS:**

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

- 1) “Act” means the West Bengal Housing Industry Regulation Act, 2017 (30 of 2017).
- 2) “Allottee” means the person to whom an apartment in the Said Phase particularly or in the Project generally as the case may be, has been allotted, sold or otherwise agreed to be allotted, sold or transferred by the Promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such apartment is given on rent.

- 3) **“Apartment”**, whether called a flat or suit or tenement or unit or by any other name, means a separate and self-contained part of the Buildings of the Said Phase and also of the Said Project and includes one or more rooms or enclosed spaces located on one or more floors or any part thereof, in any such Buildings or the Said Phase Land or the Said Project Land, used or intended to be used for any residential purpose.
- 4) **“Association”** shall mean an association of all the allottees of the Said Project (including the Promoter for such Units of the Said Phase not alienated or agreed to be alienated by the Promoter) formed as per applicable laws or that may be formed hereafter in accordance with the terms of the West Bengal Apartment Ownership Act, 1972 at the instance of the Promoter for the Common Purposes with such rules and regulations as shall be framed by the Promoter.
- 5) **“Towers/Buildings”** shall mean –6 (six) number of Tower/building bearing Nos. 1, 2, 3, 4, 5 & 6 having basement, ground floor plus Eleven floors in the Said Phase (*defined below*) being Phase I including such open or covered areas, constructions and/or structures therein, as may be constructed by the Promoter on the Said Phase Land from time to time.
- 6) **“Carpet Area”** shall mean the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah areas and exclusive open terrace areas, but includes the area covered by the internal partition walls of the Apartment, as more particularly defined in the Act.
- 7) **“Common Expenses”** shall mean and include all expenses for the maintenance, management and upkeep of the Buildings, the Project Common Areas, Amenities and Facilities and also the Project Land and the

Said Phase Land, and also the expenses for Common Purposes of the Allottees and shall be payable proportionately by the Allottee periodically as part of maintenance charges.

- 8) **“Common Purposes”** shall include the purposes of managing and maintaining the Said Project, the Buildings and in particular the Project Common Areas, Amenities and Facilities, rendition of services in common to the Allottees of the Said Project, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Allottees of the Project and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments exclusively and the Common Areas, Amenities and Facilities in common.
- 9) **“Garage”** shall mean such spaces in the Said Project that may be sanctioned by the competent authority as a garage or parking space, excluding open car parking spaces which are part of the Project Common Areas and are set aside for visitor car parking spaces.
- 10) **“Maintenance Agency”** shall mean the Promoter for the time being and, upon its formation in terms of clause IV(c) hereof, the Association, for the Common Purposes.
- 11) **“Project Common Areas, Amenities and Facilities”** shall mean such common areas, installations, amenities and facilities, including but not limited to all passages, pathways, approach roads, internal roads, entrances, main entrances, gates, gardens, parks, sewerage and water lines or pipes, ducts, water storage reservoirs, electrical installations, electricity wires, cables, drainage, open or covered spaces, amenities, that may be built or installed by the Promoter in the Project Land from time to time for the use and enjoyment thereof by all the Allottees of the Said Phase in common with the Allottees of the other parts or phases of the

Project more particularly mentioned in the Part I of **THIRD SCHEDULE** hereto and for the Project mentioned in Part II of **THIRD SCHEDULE** hereto.

- 12) **“Project”** shall mean the work of development undertaken, completed and/or to be undertaken and completed by the Owners and the Promoter jointly in respect of the Project Land and/or any modification or extension thereof till such development of the Project Land is completed and possession of the completed Apartments therein are made over to the respective Allottees.
- 13) **“Project Land”** shall mean the entire land measuring about ALL THAT piece and parcel of land containing an area of measuring about ALL THAT piece and parcel of land admeasuring 7.42 acres (more or less) however physical measurement is found to be 7.02 acres at Premises no. 48 Manmohan Banerjee Road, Police Station – Behala, Kolkata 700038 within the municipal limits of Ward No.118 of the Kolkata Municipal Corporation, having buildings and structures having dwelling units, passage, boundary walls etc. more particularly mentioned and described in **PART – A** of the **FIRST SCHEDULE** hereunder written.
- 14) **“Proportionate”** with all its cognate variations shall mean the ratio the Carpet Area of any Apartment in the Project may bear to the total Carpet Area of all the Apartments in the Project or such other mode of calculation as decided by the Promoter or the Association.
- 15) **“Proportionate Undivided Share”** in relation to an Apartment shall mean the proportionate variable undivided indivisible and impartible share in the Said Phase Land and the Common Areas that is attributable to such Apartment at any point of time.
- 16) **“Allottee”** shall mean and include :



- (a) If he be an individual, then the heirs, executors, successors, administrators, legal representatives and permitted assigns of such individuals.
  - (b) If it be a Hindu Undivided Family, then the members of such Hindu Undivided Family from time to time and their respective heirs, executors, successors, administrators, legal representatives and permitted assigns.
  - (c) If it be a company, then the successors-in-interest and permitted assigns of such Company.
  - (d) If it be a partnership firm, then the partners of such partnership firm from time to time and their respective heirs, executors, successors, administrators, legal representatives and permitted assigns.
  - (e) If it be a Trust, then the Trustees of such Trust from time to time and their respective successors-in-office and permitted assigns.
  - (f) If it be a sole proprietorship firm, then the proprietor thereof and the heirs, executors, successors, administrators, legal representatives and permitted assigns of such proprietor.
- 17) **“Regulations”** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.
- 18) **“Rights on Allottee's Default”** shall mean the rights mentioned in the **SIXTH SCHEDULE** hereto to which the Association and/or the Maintenance Agency shall be entitled in case of any default or breach by the Allottee.
- 19) **“Rules”** means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017.
- 20) **“Said Apartment”** shall mean the Apartment, the right to use the said Garage, (if any), right of use in of the Project Common Areas in common

with other allottees more particularly mentioned and described in **PART-B** of the **SECOND SCHEDULE** hereunder written.

- 21) **“Said Phase”** shall mean the work of development of the Said Phase Land by constructing thereupon Tower Nos. 1, 2, 3, 4, 5 & 6 each having basement, ground floor plus Eleven floors each in accordance with the Sanctioned Plans and handing over possession of the completed Apartments therein to the Allottees thereof, respectively.
- 22) **“Said Phase Land”** shall mean the entire land measuring about ALL THAT piece and parcel of land containing an area of measuring about 4.38 acres out the said Project Land admeasuring 7.42 acres at Premises no. 48 Manmohan Banerjee Road, Police Station – Behala, Kolkata 700038 within the municipal limits of Ward No.118 of the Kolkata Municipal Corporation having buildings and structures having dwelling units, passage, boundary walls etc. particularly mentioned and described in **PART - B** of the **FIRST SCHEDULE** hereunder written.
- 23) **“Said Sale Agreement”** shall mean the Agreement dated [•] registered with the [•] in Book No. I, Volume No. [•], Pages [•] to [•], Being No. [•] for the year [•] made between the Owners herein, therein also referred to as the Owners of the First Part, the Promoter herein, therein also referred to as the Promoter of the Second Part, and the Allottee herein, therein also referred to as the Allottee of the Third Part, whereby the Owners and the Promoter have agreed to sell and the Allottee has agreed to purchase the Said Apartment at and for the consideration and on the terms and conditions, therein contained copy whereof is attached herewith and made part of this Agreement.

- 24) **“Sanctioned Plans”** shall mean the plan sanctioned by the concerned authorities vide Memo No. 2019130116 dated 21.09.2019(**“Plan”**)for construction of the Buildings at the Said Phase I Land (including other buildings at the remaining portions of the Project Land) and shall include any other plan or plans sanctioned by any other department or departments authorised to do so.
- 25) **“Phase Allottees”** shall mean the persons who have from time to time purchased and/or intend to purchase different Apartments in the Said Phase and shall also include the Promoter in respect of such Apartments in the Said Phase which are retained and/or not alienated and/or not agreed to be alienated for the time being by the Owners and/or the Promoter.
- 26) **“Project Allottees”** shall mean the persons who have from time to time purchased and/or intend to purchase different Apartments in the Project (excluding in the Said Phase) and shall also include the Promoter in respect of such Apartments in the Project (excluding in the Said Phase I) which are retained and/or not alienated and/or not agreed to be alienated for the time being by the Owners and/or the Promoter.
- 27) **“Masculine”** gender shall include the **“Feminine”** and **“Neuter”** genders and vice versa.
- 28) **“Singular”** number shall include the **“Plural”** and vice versa.
- A. The Owners are the absolute and lawful owners of ALL THAT piece and parcel of land containing an area of measuring about ALL THAT piece and parcel of land admeasuring 7.42 acres (more or less) however physical measurement is found to be 7.02 acres at Premises no. 48 Manmohan Banerjee Road, Police Station - Behala, Kolkata 700038 within the municipal limits of Ward No.118 of the Kolkata Municipal Corporation having buildings and structures having

dwelling units, passage, boundary walls etc. (hereinafter referred to as “the **Project Land**”).

- B. The Owners and the Promoter have entered into two development agreements in respect of lands forming part of the Project Land the details of which are as follows:

Joint Development Agreements dated 15th January, 2020 and 22nd January, 2020 both registered with the District Sub-Registrar III, South 24 Parganas and recorded in Book No. I, Volume No. 1603-2020 Pages 7382 to 7478, Being No. 160300201 for the year 2020 and Book No. I, Volume No. 1603-2020 Pages 9392 to 9446, Being No. 160300286 for the year 2020 respectively (hereinafter referred to as “the said Joint Development Agreements”) for development of a real estate project on the Project Land.

- C. The Owners have also granted two Powers of Attorney dated 20<sup>th</sup> January, 2020 and 22<sup>nd</sup> January, 2020 to the Promoter (hereinafter referred to as “the **said Power of Attorney**”) to act in their place and stead and to represent them in all matters and purposes concerning the said Project. The said two Powers of Attorney was caused to be registered with the District Sub-Registrar III, South 24 Parganas and recorded in Book No. I, Volume No. 1603-2020 Pages 7712 to 7790 Being No. 160300216 for the year 2020 and Book No. I, Volume No. 1603-2020 Pages 9447 to 9486 Being No. 160300287 for the year 2020 respectively. .

- D. The Owners and the Promoter with an intention and for the purpose of development of an integrated housing project on the Project Land named as “**NAVYOM**”, comprising residential apartments, other spaces and common areas intended to be constructed in two phases (“**Project**”).

- E. The facts describing the devolution of title of the Owners to the Said Phase Land is more particularly mentioned in the **SEVENTH SCHEDULE** hereto.

- F. The Promoter has caused a plan to be sanctioned by the Kolkata Municipal Corporation being No. 2019130116 dated 21.09.2019 (“**Plan**”), for construction of a total of 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10 Towers on the Project Land out of which

the Promoter intends to commence at the first instance construction and marketing of Phase I comprising of 1, 2, 3, 4, 5 & 6 Towers/Buildings (the "said Phase") which will be the first phase of development of the Project on the portion of land demarcated out of the Project Land ("Phase Land"), more particularly mentioned and described in **Part - II** of the **First Schedule** hereto.

- G. By the Said Sale Agreement, the Owners and the Promoter agreed to sell and the Allottee agreed to purchase **ALL THAT** the Said Apartment at or for the consideration and on the terms and conditions, more fully therein contained.
- H. In pursuance of the aforesaid and by these presents the Said Apartment (along with the rights appurtenant thereto) and the right to use such Common Areas, in common, along with other occupants and maintenance staff etc. of the Building, Phase and/or the Project (without causing any inconvenience or hindrance to them) is being conveyed and/or transferred by the Promoter to the Allottee.
- I. The Owners and the Promoter have since caused to be completed construction of the Said Apartment in accordance with the Sanctioned Plans and has obtained Completion Certificate bearing No. \_\_\_\_\_ of \_\_\_\_\_ from the concerned authorities.
- J. The Allottee having fully inspected and being completely satisfied with the quality, workmanship and specification of construction of the Said Apartment, has been handed over vacant and peaceful possession of the Said Apartment prior to the date of execution of these presents.
- K. Now at the request of the Allottee, the Owners and the Promoter have in terms of the Said Sale Agreement agreed to execute and register these presents in favour of the Allottee in the manner as hereinafter contained.

L. It is recorded that at or before execution of these presents, the Allottee has by obtaining independent professional services, examined and fully satisfied himself as to the following:

- (a) The title of the Owners to the Said Phase Land and also the Said Apartment;
- (b) The right of the Promoter in respect of the Said Phase and the Project;
- (c) The terms, conditions, restrictions and obligations contained in the Said Sale Agreement and these presents to be complied with and/or observed and performed by the Allottee during his period of ownership of the Said Apartment;
- (d) The Sanctioned Plans;
- (e) The total Carpet Area, EBVT Area, if any in respect of the Said Apartment;
- (f) The specifications of materials used for construction of the Said Apartment and the Buildings;

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

**I. NOW THIS INDENTURE WITNESSETH** that in the premises aforesaid and in consideration of the sum of Rs. .... /- (Rupees ..... only) by the Allottee to the Promoter paid at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof doth hereby acquit release and forever discharge the Allottee and the Said Apartment being hereby conveyed), the Owners and the Promoter do and each of them doth hereby grant convey sell transfer release assign and assure unto and in favour of the Allottee **ALL THAT** the Said Apartment, more particularly mentioned and described in the **SECOND SCHEDULE** hereunder written, **TOGETHER WITH** the right to use and enjoy the Project Common Areas in common with the Project Allottees **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the Said Unit **AND** all the estate right title interest property claim and

demand whatsoever of the Owners and/or the Promoter into or upon the Said Apartment **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the Said Apartment **TO HAVE AND TO HOLD** the Said Apartment and every part thereof unto and to the use of the Allottee absolutely and forever **SUBJECT NEVERTHELESS TO** the Allottee's covenants and agreements hereunder contained and on the part of the Allottee to be observed fulfilled and performed (including the restrictions terms conditions covenants and obligations set forth in the Said Sale Agreement and agreed to be paid, performed, observed and fulfilled by the Allottee during the period of his ownership of the Said Apartment) **AND ALSO SUBJECT** to the Allottee paying and discharging all municipal and other rates taxes and impositions on the Said Apartment wholly, and the Common Expenses, as more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written proportionately, and all other outgoings in connection with the Said Apartment wholly and the Said Phase and the Project and in particular the Project Common Areas, Amenities and Facilities proportionately.

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

- i) The right, title and interest which the Owners and the Promoter doth hereby profess to transfer subsists and that the Owners and the Promoter have good right, full power and absolute authority to grant, sell, convey, transfer, assign and assure unto and to the use of the Allottee, the Said Apartment in the manner aforesaid.
- ii) It shall be lawful for the Allottee, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained, to hold use and enjoy the Said Apartment and every part thereof and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Owners or the Promoter or any person or persons claiming through under or in trust for them

or any of them **AND** freed and cleared from and against all manner of encumbrances trusts liens and attachments whatsoever save only those as are expressly mentioned herein.

iii) The Promoter for the time being, and subsequently the Association, after handing over the charge of maintenance and management of the Project to the Association by the Promoter, shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Allottee make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the Said Apartment hereby granted sold conveyed and transferred unto and to the Allottee in the manner aforesaid as shall or may be reasonably required by the Allottee.

iv) In the event the Allottee alleges any defect in the construction of the Said Apartment or any defect in the specifications in terms whereof the Said Apartment has been constructed by the Promoter ("**Apartment Specifications**"), and the Allottee brings the same to the notice of the Promoter in writing within the time prescribed in the Act and/or the Rules, the Promoter shall, within the time prescribed in the Act and/or the Rules, at its own cost, undertake necessary remedial steps for the rectification and/or replacement of the same as advised by the architect appointed by the Promoter for the Project ("**Architect**") provided that the liability of the Promoter to undertake any such remedial steps shall arise only in cases where such alleged defect:

A. is established as having been caused due to the fault of the Promoter; and/or

B. has not been caused and/or occasioned, directly and/or indirectly, by/due to the commission or omission of any act, deed or thing caused/occasioned by and/or attributable to the Allottee and/or any of the contractors, men, servants, personnel, agents, employees, contractors etc. of the Allottee; and/or

C. has not been caused and/or occasioned, directly and/or indirectly,



by/due to the delay on the part of the Allottee in taking timely hand over of the Said Apartment in the manner stipulated in and subject to the terms of the Agreement; and/or

- D. is not on account of/due to normal wear and tear, accident, misuse etc.; and/or
- E. is not any manufacturing or other defect in any branded inputs or fixtures or services of a third party; and/or
- F. does not pertain to:
  - a. equipments (including but not limited to generators, motors, sewage treatment plants, transformers and gym equipment) which carry manufacturer's guarantees for a limited period; and/or
  - b. fittings relating to plumbing, sanitary, electrical, hardware, etc. having natural wear and tear; and/or
  - c. allowable structural and other deformations including expansion quotient,
  - d. and further provided that no steps have been/are taken by the Allottee of his/her/their/its own volition in an endeavour to rectify any such purported defect,

It being clarified that the Promoter's aforesaid defect liability obligations shall also be subject to the Association continuing with all the annual or other maintenance contracts for the equipments, materials etc. installed/ used within the Said Phase or Project and/or the Said Apartment, with the Allottee acknowledging and accepting that non-structural cracks may appear in the external and internal walls of structures on account of variations in temperature or due to occurrence of force majeure event(s), which shall not be covered under the defect liability obligations of the Promoter. In the event there is any dispute in relation to any alleged defect or deficiency as stated aforesaid including determining if the same tantamounts to an alleged defect in the construction of the Said Apartment and/or in the Apartment Specifications, the said dispute shall, notwithstanding anything to the contrary contained in this Indenture, be referred to the Architect, whose decision in respect thereof shall be final and binding on the parties. Subject to the above, in the event the Promoter fails to rectify such defects and/or in cases where such defects cannot be rectified, then and in such an event, the Allottee shall be entitled to receive appropriate compensation in the manner as provided in the Act

read with the Rules.

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

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

the Said Apartment or on the Said Phase and/or the Project by any Government or Statutory Authority or Authorities, wholly in case the same relates to the Said Apartment and proportionately in case the same relates to the Said Phase and/or the Project, as the case may be.

- iii) Electricity charges for electricity consumed in or relating to the Said Apartment directly to the electricity supplying body or the Maintenance Agency, as the case may be.
- iv) Maintenance charges and proportionate share of all Common Expenses as shall be assessed on the Said Apartment and demanded from time to time by the Promoter, upon its formation, the Association, as the case may be. The said maintenance charges and the proportionate share of all Common Expenses shall however be subject to revision from time to time as be deemed fit and proper by the Promoter, or the Association upon its formation, after taking into account the common services provided at the Said Phase and the Project.

However it may be clarified that although the Said Phase common areas, facilities and amenities are ready, functional and operative however other phase of the Project is yet to be completed, and accordingly all the Common Area, facilities and amenities of the Project are not yet functional and operative, thus until completion of the entirety of the Project, the Allottee shall be liable to make payment of maintenance charges in respect of the Common Areas, Facilities, Amenities of Said Phase and the Common areas, Facilities and Amenities which are functional and operative in the Project.

- 3.1 All payments mentioned herein shall, unless so otherwise mentioned, in case the same be monthly payments, shall be made to the Promoter upon its formation, to the Association, within 7 days of each and every month for which the same becomes due and otherwise within 7 days of the Promoter its nominee leaving its bill for or demanding the same at the above address of the Allottee and the

Allottees shall keep the Promoter and the Association, upon its formation, indemnified against all losses damages costs claims demands actions and proceedings that may arise due to non payment or delay in payment thereof.

- 3.2 The apportionment of the liability of the Allottee in respect of any item of expenses, tax, duty, levy or outgoings payable by the Allottee in respect of the Said Apartment shall be done by the Promoter and the Association upon its formation and the same shall be final and binding on the Allottee and the Allottee shall not be entitled to raise any dispute or objection of any nature whatsoever nor shall the Allottee be entitled to hold the Promoter or its nominee or the Association responsible to furnish any accounts, vouchers, bills, documents etc. or render explanation of expenses incurred by it in any manner.
4. The Allottee shall, in case already not so done, within 6 months from the date hereof apply for and obtain separate assessment of the Said Apartment from the Kolkata Municipal Corporation, and the Owners and the Promoter shall sign necessary papers and declarations as may be required. In case the Allottee fails to have such separation effected, then the Owners and the Promoter shall be at liberty to have the same effected as the constituted attorney of and at the costs and expenses of the Allottee.
5. The Allottee shall permit the Promoter and, upon its formation, the Association and their surveyors or agents with or without workmen and others at all reasonable times upon 48 hours prior notice, except in case of emergency, to enter into and upon the Said Apartment and every part thereof for the purpose of repairing reinstating rebuilding cleaning lighting and keeping in order and good condition the sewers drains pipes cables water courses gutters wires structures or other conveniences belonging to or serving or used for the Buildings and also for the purpose of laying down reinstating repairing and testing drainage and water pipes and electric wires and cables and for similar purposes and also to view and examine the state and condition of the Said Apartment and the Allottee shall make good all defects leakages and want of

repairs within 7 days from the date of receiving notice in writing from the Promoter or the Association.

6. From the date of execution hereof and till the continuance of its ownership of the Said Apartment, the Allottee shall:
  - i) use the Said Apartment only for the purpose of private dwelling or residence of respectable persons in a decent and respectable manner and for no other purposes;
  - ii) use the Said Garage, if any, is expressly allotted to the Allottee hereunder, only for the purpose of parking of his own medium sized motor vehicles and/or two-wheeler vehicles, as the case may be;
  - iii) not use the roof of the Buildings for hanging or drying of clothes, bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other allottees of the Project;
  - iv) use the Project Common Areas, Amenities and Facilities in common with the Project Allottees and also to keep the same in a clean and orderly manner free from obstructions and encroachments and not store or allow anyone else to store any goods articles or things in the staircase, lobby, landings, pathways, passages or in any other common areas of the Project.
7. The Allottee shall not do or permit to be done any act or thing which is likely to cause nuisance, annoyance or danger to the other Phase Allottees and/or the Project Allottees, as the case may be.
8. The Allottee shall not make any additions or alterations to the Said Apartment (including internal partition walls, etc.) nor to the Buildings nor shall change or alter or permit the alteration in the outside colour scheme of the exposed walls or any external walls or the elevation or façade of the Buildings or the Said

Apartment or the Project and also not to decorate or paint or clad the exterior of the Said Apartment otherwise than in the manner as be agreed to by the Promoter or the Association in writing.

9. The Allottee shall abide by, observe and perform all rules regulations and restrictions from time to time made in force by the Promoter or the Association (including those contained in the Said Sale Agreement and in these presents) or the appropriate authorities for the user and management of the Said Phase and the Project and every part thereof and in particular the Project Common Areas, Amenities and Facilities.
10. The Allottee further agrees and covenants with the Owners and the Promoter that the Allottee shall at all times hereafter allow and permit unhindered access and use of the Common Areas Amenities and Facilities to the other Allottees of the Project as may be built or constructed by the Promoter adjoining the Said Phase. The Promoter and the Owners accordingly agree and covenant with the Allottee that the Allottee shall likewise be entitled to the unhindered access and use of the Project Common Areas, Amenities and Facilities including the common areas of the Other Phase as 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 projects upon its formation, as may be deemed necessary. On completion of the Entire Project, both the phases, the Said Proportionate Undivided Share of the Allottee 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, then the Allottee agrees to co-operate with the Owners and the Promoter without any demand or delay to have the Said Proportionate Undivided Share transferred to the Association by attending the execution and registration of the Deeds of Transfer / Sale made in favour of the Association and bearing the proportionate cost in respect of such transfer, as may be assessed by the Promoter or the Association. In case the Allottee 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 may at its discretion act as

the constituted attorney of the Allottee 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 Allottee further unconditionally confirms to bear the proportionate cost towards stamp duty, registration fees and miscellaneous cost, if so required at the time of such transfer. This obligation of the Allottee, as aforesaid, shall be an essential covenant to be unconditionally complied with by the Allottee 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 Allottee.

11. The Allottee shall have no objection for the Promoter
  - (a) to carry out construction activities on the uncompleted Phase and Apartments and common areas within the said Project;
  - (b) the erection of temporary separation wall and fencing, construction access, concrete batching plant, temporary workers quarters, and working area., etc on the Project Land, which may cause some inconvenience due to noise, dust, lighting and extended working hours.
12. The Allottee shall not claim any damages due to any on site operations for completion of the said Project in whatsoever manner.
13. The Allottee shall not do any act, deed, matter or thing whereby the development and completion of the said Project or uncompleted phases, blocks/towers and apartments is in any manner whatsoever, hindered, obstructed or impaired with.
14. The Allottee shall not do any work which would jeopardize the soundness or safety of the said Project, reduce the value thereof or impair any easement nor shall the Allottee add any material structure or excavate any additional basement or cellar or encroach upon any part of the common and open space including the common areas and facilities.

15. The Allottee shall not seek partition or division or separate possession in respect of the Said Apartment under any circumstances.
16. The Allottee acknowledges and assents that the Promoter shall be entitled to put up its neon sign, hoardings and other display materials on any part or portion of the roof of the said building and all types of communication devices including dish antennas.
17. The Allottee shall not enclose the terrace/ balconies/utility areas under any circumstances.

**18. CLUB:**

Use of the Club: be entitled to use and enjoy the Club as per the applicable rules of the Club to be built within the Project upon payment of the applicable club charges. In this regard it is clarified that the club facilities are expected to be operational only after the completion of the Project or majority of the Allottees of the Apartment/Units have moved into the Project and also only after the club management or the Promoter getting suitable professional operator at a reasonable cost for operating such club facilities. The Allottees shall also abide by the rules and regulations framed by the Promoter or its authorized representative for proper management and use of the Club..

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

- a) The properties benefits and rights hereby conveyed unto and in favour of the Allottees and shall be one lot and shall not be partitioned or dismembered in part or parts and the Allottees shall also not claim any division or partition in the Said Phase Land or the Project Land. It is further agreed and clarified that any



transfer of the Said Apartment by the Allottee shall not be in any manner inconsistent herewith and the covenants herein shall run with the land and the transferee of the Allottee shall be bound to abide by the rules and regulations framed for the Buildings and become a member of the Association.

- b) All the apartments and other constructed areas as well as the other open and covered spaces in the Buildings/Towers or the Said Phase Land or the Project Land, as the case may be, until the same be disposed of by the Owners and the Promoter, shall remain the exclusive property of the Owners and the Promoter and the Allottee shall not claim any right or share therein.
- c) After obtaining the Completion Certificate of the entire Project, the Association of the Allottees shall be formed and the Allottee and the other allottees of the Project shall be the members thereof, each having voting rights therein in accordance with the Act and the Rules. The Allottee shall, along with the other Project Allottees, sign and execute all papers, documents, declarations and applications for the purpose of formation of the Association and its taking charge of the acts relating to the Common Purposes.
- d) Until such time the Association is formed and takes charge of the acts relating to the Common Purposes, the Promoter or its nominees shall manage and maintain the Said Project and look after the Common Purposes **subject however** to the Allottee making payment of the proportionate share of maintenance charges, the Common Expenses and all other charges and expenses in terms hereof.
- e) Upon formation of the Association and its taking charge of the acts relating to the Common Purposes all the rights and obligations with regard to the Common Purposes shall be and/or stood transferred by the Promoter and/or its nominee to the Association. All references to the Promoter herein with regard to the Common Purposes shall thenceforth be deemed to be reference to the Association.

- f) In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amounts payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder, then the Promoter and upon its formation and taking charge of the acts relating to the Common Purposes, the Association, shall be entitled to:-
- (i) claim interest at the rate of Rate of at the rate of 2 percent per annum compoundable monthly on all the outstanding amounts.
  - (ii) to demand and directly realise the amounts becoming due and payable to the Allottee by any tenant or licensee or other occupant in respect of the Said Unit.
  - (iii) withhold and stop use of all other utilities and facilities (including lift) to the Allottee and his family members, guests, tenants or licensees.
- g) The bills for maintenance charges/ Common Expenses, electricity charges, and other charges payable by the Allottee to the Promoter and/or their nominees and upon its formation to the Association, shall be deemed to have been served upon the Allottee, in case the same is left in the Said Apartment or in the letter box in the ground floor of the Buildings and earmarked for the Said Apartment.
- h) The Project shall together at all times as a housing complex bear the name "**Navyom**" or such other name as be decided by the Promoter from time to time and none else. The Said Phase shall be named "Phase 1" of the Project.
- i) In the event that any provision of this Deed is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indication of the same is received by either of the parties of any relevant competent authority, the parties shall amend the provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of the parties, it may be severed from this Deed and the remaining provisions of this Deed shall remain in full force.

- j) The Allottee shall bear registration charges including the stamp duty, registration fees, legal fees and such other expenses in respect of registration of this Deed of Conveyance.
- k) The provisions of Agreement for Sale and any other prior agreement between the parties to the extent contrary to or inconsistent with these presents shall stand superseded.
- l) All other provisions, right and obligations, covenants and representations, contained in the Said Agreement, which are not in conflict with this Deed, shall be treated as part and parcel of this Deed and shall be deemed to be incorporated in this Deed by reference.

**THE FIRST SCHEDULE ABOVE REFERRED TO :**

**PART - A**

**(Description of the Project Land)**

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

Sl. No.	Dag No.	Area (Dec)
1	272	74
2	243/2624	5
3	243/2625	5
4	271	90
5	273	118
6	274	411

7	276	14
8	274/690	25
	<b>Total:</b>	<b>742</b>

- On the NORTH - By Dag no 256, 1142,1143,1145,1146
- On the SOUTH - By Premises no 49A, Manmohan Banerjee road and 9.15m wide Manmohan Banerjee road
- On the EAST - By Premises no 49A, Manmohan Banerjee road and by Dag nos 2647, 2648, 2625(P).
- On the WEST - By Premise no 39/1, Agarwala Garden Road

**PART - B**  
**(PHASE 1 LAND)**

ALL THAT piece and parcel of land admeasuring 4.38 acres (more or less) out the said Project Land admeasuring 7.42 acres however physical measurement is found to be 7.02 acres at Premises no. 48 Manmohan Banerjee Road, Police Station – Behala, Kolkata 700038 within the municipal limits of Ward No.118 of the Kolkata Municipal Corporation and butted and bounded by:

- On the NORTH - By Dag no 256, 1142,1143,1145,1146
- On the SOUTH - By Premises no 49A, Manmohan Banerjee road and 9.15m wide Manmohan Banerjee road and Navyom Phase II
- On the EAST - By Dag nos. 2647, 2648, 2625(P).
- On the WEST - By Premise no 39/1, Agarwala Garden Road

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**(Description of the Said Apartment)**

ALL THAT the Unit no. [ ] having carpet area of [ ] square feet and Exclusive Balcony/Verandah/Open Terrace Area Or "EBVT Area", if any, having area of [ ] square feet and Servant Quarter bearing No. [ ] having area of [ ] square feet aggregating to a Net area of [ ] square feet, type [ ], on [ ] floor in the Tower \_\_\_\_\_, Phase I ("Unit") along with right to use [ ] number of garage/covered car parking space bearing nos. [ ] each admeasuring [ ] square metre in the [ ] ***[Please insert the location of the garage/covered parking], ("Garage")*** now in course of construction on the said Land **TOGETHER WITH** the proportionate share in all common areas as permissible under law.

For the purpose of registration the super built up area of the said unit is \_\_\_\_\_sq.ft.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**(PART I)**

**(PHASE I COMMON AREAS, AMENITIES & FACILITIES)**

**COMMON AREAS**

1. Drains and sewers from the Said Premises to the municipal corporation duct.
2. Water sewerage and drainage connection pipes from the Apartments/ Units to drains and sewers common to the Said Premises.
3. Toilets and bathrooms as designated and identified for common use of durwans, drivers and the maintenance staffs of the said Residential Complex.
4. Boundary walls of the Said Premises including walls of the main gates.
5. Water Pump Room, Domestic Water Tank and Water Treatment Plant
6. Tube well, water pump, overhead tanks and underground water reservoirs, water pipes and other common plumbing installations and spaces required therefor.
7. Transformer, electrical wiring, meters and fittings and fixtures for lighting the staircases, lobbies and other common areas (excluding those as are installed for any particular Apartment) and spaces required therefor
8. Windows/doors/grills and other fittings of the common areas of the Said Phase.
9. Generator, its installations and its allied accessories
10. Fire Tank, Fire Hydrants and Sprinklers in Common Areas
11. The said Phase Land

**Outdoor Amenities:**

1. Garden
2. Swimming Pool
3. Cafeteria
4. Kids Play Area

**Indoor Amenities:**

1. Indoor kids play area
2. Banquet Hall
3. Gym & Health centre
4. Changing rooms & wellness centre

**PART II****(PROJECT COMMON AREAS, AMENITIES & FACILITIES)****COMMON AREAS**

1. Drains and sewers from the Said Premises to the municipal corporation duct.
2. Water sewerage and drainage connection pipes from the Apartments/ Units to drains and sewers common to the Said Premises.
3. Toilets and bathrooms as designated and identified for common use of durwans, drivers and the maintenance staffs of the said Residential Complex.
4. Boundary walls of the Said Premises including walls of the main gates.
5. Water Pump Room, Domestic Water Tank and Water Treatment Plant
6. Tube well, water pump, overhead tanks and underground water reservoirs, water pipes and other common plumbing installations and spaces required therefor.
7. Transformer, electrical wiring, meters and fittings and fixtures for lighting the staircases, lobbies and other common areas (excluding those as are installed for any particular Apartment) and spaces required therefor
8. Windows/doors/grills and other fittings of the common areas of the Said Phase.
9. Generator, its installations and its allied accessories
10. Fire Tank, Fire Hydrants and Sprinklers in Common Areas

**Outdoor Amenities:**

1. Tennis Court
2. Volleyball Court
3. Street Basketball Court

**Indoor Amenities**

1. Indoor games room
2. Triple height games area

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**(Common Expenses)**

1. Repairing, rebuilding, repainting, improving as necessary and keeping the Said Phase Land and/or the Project Land, access roads, paths, the Buildings, the Phase Common Areas ,Facilities and Amenities and/or the Project Common Areas Facilities and Amenities as the case may be, the several facilities, infrastructures, utilities etc. at the Said Phase Land and/or the Buildings and every exterior part thereof in good and substantial order and condition, and renewing and repairing etc. all worn out and/or damaged parts thereof.
2. As often as may be necessary in the opinion of the Promoter and/or the Association, as the case may be, painting with quality paint and in a proper and workman like manner, all the wood, metal, stone and other work of/at the Said Phase Land and/or the Project Land, the Buildings and the Phase Common Areas ,Facilities and Amenities and/or the Project Common Areas Facilities and Amenities as the case may be and the external surfaces of all the exterior doors etc. of the Buildings, and decorating and colouring all such parts of the Buildings and the Phase Common Areas ,Facilities and Amenities and/or the Project Common Areas Facilities and Amenities as the case may be, as usually are or ought to be.
3. Maintaining/reinstating any boundary wall, hedge or fence.
4. Keeping the access roads, driveways, passages and pathways of the Said Project Land and/or the Said Phase Land in good repair, and clean, tidy and edged.
5. Cost of clearing, repairing, reinstating any drains and sewers.
6. Cost of operating and maintaining the various facilities/utilities comprising a part of the Phase Common Areas, Facilities and Amenities and/or the Project Common Areas Facilities and Amenities as the case may be.
7. Paying such workers as may be necessary in connection with the upkeep, management, maintenance, administration etc. of the Said Phase Land, the Buildings and the Phase Common Areas ,Facilities and Amenities and/or the Project Common Areas Facilities and Amenities as the case may be.
8. Insuring against any risks.
9. Cleaning as necessary, the external walls and windows (not forming a part of any Apartment) in/at the Said Phase Land and/or the Project Land and/or the Buildings as may be necessary, as also the Phase Common Areas ,Facilities and Amenities and/or the Project Common Areas Facilities and Amenities as the case may be, the passages, landings, staircases and all other common parts of the Buildings and the Said Phase Land as identified by the Promoter and/or the Association, as the case may be.
10. Operating, maintaining, and if necessary, renewing from time to time, the lighting apparatus of the Said Phase Land and/or the Project Land, the Buildings and the Phase Common Areas ,Facilities and Amenities and/or the Project Common Areas Facilities and Amenities as the case may be, and

providing additional lighting apparatus thereat.

11. Operating, maintaining etc. the lift, generator and all facilities and utilities forming a part of the Phase Common Areas ,Facilities and Amenities and/or the Project Common Areas Facilities and Amenities as the case may be including those identified by the Promoter and/or the Association.
12. Providing and arranging for removal of rubbish.
13. Paying all the rates, taxes, commercial surcharge, levies duties, charges, assessments and outgoings whatsoever (whether central, state, or local) assessed, charged or imposed or payable presently and/or in the future, with retrospective effect or otherwise, in respect of the Said Phase Land or the Project Land, and/or the Buildings and/or the Phase Common Areas ,Facilities and Amenities and/or the Project Common Areas Facilities and Amenities as the case may be and/or any part thereof, excepting in so far as the same is the responsibility of theAllottee and/or an Apartment Owner.
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by any competent authority in connection with the Said Phase Land and/or the Project Land and/or the Buildings and/or any part thereof so far as the same is not the liability of and/or attributable to the Purchaser/an Apartment Owner/an Apartment Occupier.
15. Generally managing and maintaining and protecting the Said Phase I Land, the Buildings and the Phase Common Areas ,Facilities and Amenities and/or the Project Common Areas Facilities and Amenities as the case may be, and for such purpose employing any contractor and enforcing lawfully or attempting to enforce lawfully, the observance of the covenants on the part of the Allottee.



16. Engaging qualified accountant(s) for the purpose of auditing the accounts in respect of the Common Expenses, and certifying the total amount thereof for the period to which the accounts relate.
17. Complying with the requirements and directions of any competent authority and/or with the provisions of all statutes and regulations, orders and bye-laws made thereunder relating to the Said Project Land and/or the said Phase Land and/or the Buildings and/or the Phase Common Areas ,Facilities and Amenities and/or the Project Common Areas Facilities and Amenities as the case may be excepting those which are the responsibility of the Allottee/an Apartment Owner/an Apartment Occupier.
18. The purchase, maintenance, insurance together with the applicable renewals and replacement of fire fighting appliances and other equipments, infrastructure etc. as from time to time, may be considered necessary by the Promoter and/or the Association, as the case may be.
19. Administering the management of the staff and complying with all relevant regulations and orders thereunder, and employing, whenever necessary, suitable person(s) or firm(s) to deal with these matters and disengage them when required.
20. The purchase, maintenance together with the applicable renewals thereof as also the replacement of any other equipment and the provisions of any other service, which in the opinion of the Promoter and/or the Association, as the case may be, it is reasonable to provide.
21. Litigation expenses that may have to be incurred for any common purpose and/or for in/the larger/greater interest of the Said Phase Land and/or the Project Land and/or the Buildings.
22. Charges, fees etc. of the Facility Management Entity.
23. Service charges of the Promoter and/or the Association, as the case may be, till the maintenance is handed over to the Facility Management Entity.
24. Such periodic amounts, as may be estimated by the Promoter and/or the Association, as the case may be, whose decision shall be final and binding, and to provide for a reserve fund for items of expenditure

including those referred to in this Schedule to be incurred or expected to be incurred at any time.

25. Such other costs, expenses etc. incidental to and/or ancillary to and/or related to/with any of the matters, items, issues etc. stated in thisSchedule.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**  
**(Restrictions imposed on the Allottee).**

1. The Allottee agrees undertakes and covenants to:
  - a) comply with and observe the Rules, Regulations and bye-laws relating to the Act including such rules and regulations as may be framed by the Promoter /Maintenance Agency/Association from time to time;
  - b) permit the Promoter, Maintenance Agency and Association and their respective men agents and workmen to enter into the Said Apartment for the Common Purposes of the Project;
  - c) deposit the amounts for various purposes as may be required by the Promoter / Maintenance Agency or the Association;
  - d) use the Project Common Areas, Amenities and Facilitieswithout causing any hindrance or obstruction to other Allottees of the Said Phase or the Project and/or occupants of the Buildings;
  - e) keep the Said Apartment and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Apartment in the Buildings and/or in the Said Phase in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Apartments /parts of the Buildings;
  - f) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the Said Apartment or the

- Project Common Areas for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise;
- g) sign and deliver to the Promoter all papers applications and documents for obtaining separate electricity meter or electricity connection for and in respect of the Said Apartment from the service provider in the name of the Allottee and until the same is obtained, the Promoter may provide or cause to be provided reasonable quantum of electricity to be drawn by the Allottee at his cost upon installation of electricity sub-meter in or for the Said Apartment and the Allottee shall pay all charges for electricity on the basis of reading of such sub-meter and as billed by the Promoter;
  - h) bear and pay the Common Expenses and other outgoings in respect of the Said Project proportionately, and the Said Apartment wholly;
  - i) pay municipal corporation taxes and all other rates taxes levies duties charges and impositions outgoings and expenses in respect of the Buildings and the Said Phase / Project proportionately, and the said Apartment wholly, and to pay proportionate share of such rates and taxes payable in respect of the said Apartment until the same is assessed separately by the municipal corporation;
  - j) pay monthly common area maintenance charges for the maintenance of the Buildings, open areas, common areas, paths, passages and the Said Project as a whole, at such rate as may be quantified by the Promoter at the appropriate time;
  - k) pay the monthly subscription for using the Club by the Allottee and his family members at such rate as may be quantified by the Promoter at the appropriate time;
  - l) pay for gas, (if any) generator, integrated communication facilities, cable TV and other utilities consumed in or relating to the said Apartment;
  - m) allow the other allottees the right of easements and/or quasi-easements;

- n) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Generator / Electricity Charges, Municipal Corporation Taxes and other payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier;
- o) observe and comply with such other covenants as be deemed reasonable by the Promoter for the Common Purposes;
- p) not to use the Said Apartment or permit the same to be used for any purpose other than a private dwelling place of families;
- q) not to do or suffer any thing to be done in or about for the Said Apartment which may cause or tend to cause or tantamount to cause any damages to the floors or ceiling of the Said Apartment or in any manner interfere with the use and enjoyment thereof or of any open spaces, passages or amenities available for common use;
- r) not to demolish or cause to be demolished the Said Apartment or any part thereof at any time or any part of the said Buildings or the fittings and fixtures thereof;
- s) not to make in the Said Apartment any structural alterations of a permanent nature except with the prior approval in writing of the Promoter and/or the municipal corporation and all other concerned or statutory authorities;
- t) That the Allottee shall not install grills, 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 Building;
- u) That the Allottee shall draw the electric lines/wires, television cables, broadband data cables and telephone cables to the Apartment 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 Building or Project, as the case may be. The Allottee 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;

- v) The Allottee 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 two 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 Allottee (as also other unit owners) will not be entitled to fix any antenna, equipment or any gadget on the roof or terrace of the Building or any window antenna, excepting that the Allottee shall be entitled to avail the cable connection facilities of the designated providers to all the Flat/Units.
- w) not to carry out or permit to be carried out any illegal or immoral or hazardous activities in the Said Apartment;
- x) not to store or keep any hazardous or dangerous or combustible or exceptionally heavy materials or things in the Said Apartment or to hang from or attach to the rafters or beams any heavy materials which may damage or endanger the structural stability of the Buildings;

- y) not to put any nameplate or letter box or neon-sign or board in the Project Common Areas or on the outside wall of the Buildings save at the place as be approved or provided by the Promoter Provided However that nothing contained herein shall prevent the Allottee from putting a decent nameplate on the outer face of the main door of the Said Apartment;
- z) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the Said Apartment or any portion thereof;
- aa) not to install or fix air-conditioners, dish antennas or other apparatus on the exterior walls of the Buildings, save at places specified / fixed and in a manner as indicated by the Promoter;
- bb) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance of any Apartment or any part of the Buildings or the Said Phase I/Projector may cause any increase in the premium payable in respect thereof;
- cc) not to decorate the exterior of the Buildings otherwise than in the manner agreed by the Promoter/Maintenance Agency/Association in writing or in the manner as nearly as may be in which it was previously decorated;
- dd) not to store or permit any one to store any goods or things and neither to deposit or throw or permit to be deposited or thrown any garbage, dirt, rubbish or refuse or waste in or around the staircase, lobby, landings, lifts, passages or in any other common areas or installations of the Buildings;
- ee) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Apartments in the Buildings;
- ff) not to claim any right over and/or in respect of any open land in the Project or the Said Phase I or in any other open or covered areas of the Buildings and the Said Phase I and the Project reserved or intended to be reserved by the Owners and/or the Promoter for

their own exclusive use and enjoyment and not meant to be a common area or portion and not to obstruct any development or further development or additional construction which may be made from time to time by the Owners and the Promoter thereat or on any part thereof;

- gg) not to claim partition or sub-division of the land comprised in the Said Phase I or the Project or underneath the Buildings and/or the Project Common Areas, as the case may be or any part thereof nor to do any act or deed, whereby the rights of the Owners and the Promoter and/or the rights of the Allottee of other Apartments in the Buildings is/are affected or prejudiced in any manner whatsoever nor to do any act or deed, which may cause obstruction and/or hindrance in the construction of the said Buildings;
- hh) not to partition the Said Apartment by metes and bounds;
- ii) not to shift or obstruct any windows or lights in the Said Apartment or the Buildings;
- jj) not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the Said Apartment without the prior consent in writing of the Promoter and/or the Association;
- kk) not to park or allow anyone to park any car, two-wheeler or other vehicles at any place other than the space earmarked for parking car(s) or two wheeler(s) of the Allottee,(Said Garage) if any, mentioned in the **SECOND SCHEDULE** hereto; and
- ll) not to let out or part with possession of the Said Garage, if so agreed to be acquired by the Allottee hereunder, independent of the Said Apartment and to use the same only for the purpose of parking of a medium size motor car or two-wheeler, as the case may be.
- mm) not to let out the Said Apartment or any part thereof without obtaining prior written permission of the Promoter and making payment of all sums or amounts then due and payable by the Allottee in respect of the Said Apartment.

nn) not to park any car or two-wheeler in the Said Phase Land or the Project Land if the Allottee has not been allotted any Garage therein, and to park only one car or two-wheeler in one Garage and not more than one, even if there be space for more than one in the Garage.

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**

**(Rights on Allottee's Default)**

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



**THE SEVENTH SCHEDULE ABOVE REFERRED TO:**  
**(Devolution of Title)**

*Premises No. 48, Mon Mohan Banerjee Road - Entire Phase I Land*

A. By the six separate Indentures all registered at the Office of the District Sub-Registrar-II, South 24 Parganas in Book No. I, the Owner No. 1 herein, **EKDANT INFRACON PRIVATE LIMITED, ÉCLAIR INFRAPROJECTS PRIVATE LIMITED, WRIDDHI TOWER PRIVATE LIMITED, WRIDDHI DEVELOPER PRIVATE LIMITED, IKKA INFRA PROJECTS PRIVATE LIMITED** and **IKKA TOWER PRIVATE LIMITED** along with one Éclair Infracon Private Limited purchased and acquired All That the land containing an undivided area of **(i)** 74 decimal, be the same a little more or less, comprised in R.S. Dag No. 272, under R.S. Khatian Nos.1677, 1678, 1679 and 1680, in MouzaPunjaSahapur, J.L. No.9, Police Station Behala being Premises No.48, Mon Mohan Banerjee Road (hereinafter referred to the **1<sup>st</sup> Land of Phase I**) **(ii)** 5decimal, be the same a little more or less, comprised in R.S. Dag No.243/2624, under R.S. Khatian No.1426, in MouzaPunjaSahapur, J.L. No.9, Police Station Behala being Premises No.41A, Mon Mohan Banerjee Road New Alipore, (hereinafter referred to the **2<sup>nd</sup> Land of Phase I**) and **(iii)** 5decimal, be the same a little more or less, comprised in R.S. Dag No.243/2625, under R.S. Khatian No.1194, in MouzaPunjaSahapur, J.L. No.9, Police Station Behala being Premises No.37, Mon Mohan Banerjee Road, totaling to land containing an area of 84 decimal (hereinafter referred to the **3<sup>rd</sup> Land of Phase I**), be the same a little more or less. For the sake of brevity **1<sup>st</sup> Land of Phase I, 2<sup>nd</sup> Land of Phase I and 3<sup>rd</sup> Land of Phase I** are collectively referred to as the **SAID ENTIRE PHASE I LAND**), in the following manner:-

Property in detail	Date	Vendor/s	CD Volume No.	Pages	Bein g No.	Total area sold
R.S. Dag No.272 premises No.48, Manmohan Banerjee Road	16.04.2013	Sauradyuti Ghatak & others	6	14361 - 14376	4749	19 decima 1
R.S. Dag No.272 premises No.48, Manmohan Banerjee Road	16.04.2013	Manashi Chatterjee & another	7	2390- 2404	4940	19 decima 1
R.S. Dag No.272 premises No.48, Manmohan Banerjee Road	17.04.2013	Anjali Ghatak & others	6	14377 - 14397	4748	17 decima 1
R.S. Dag No.272 premises No.48, Manmohan	21.05.2013	Bandana Ghatak	9	1797- 1811	5855	18 decima 1

Banerjee Road						
R.S. Dag No.272 premises No.48, Manmohan Banerjee Road	18.09.2013	Mayukh Mukherjee	19	9805-9817	10474	1 decima 1
R.S. Dag No.243/262 4, premises No.41A, Manmohan Banerjee Road New Alipore	25.10.2013	AkritiHighrise Private Limited	21	656 - 669	11517	5 decima 1
R.S. Dag No.243/262 5, premises No.37, Manmohan Banerjee Road						5 decima 1
<b>Total</b>						<b>84 decima 1</b>

B. By the two separate Indentures both registered at the Office of the District Sub-Registrar-II, South 24 Parganas in Book No. I, IKKA INFRA

PRIVATE LIMITED the Owner No. 1 herein, **EKDANT INFRACON PRIVATE LIMITED, ÉCLAIR INFRAPROJECTS PRIVATE LIMITED, WRIDDHI TOWER PRIVATE LIMITED, WRIDDHI DEVELOPER PRIVATE LIMITED, IKKA INFRA PROJECTS PRIVATE LIMITED** and **IKKA TOWER PRIVATE LIMITED** jointly purchased and acquired from the said Éclair Infracon Private Limited All That its share in the said entire land containing an area of 11.5 decimal, be the same or a little more or less (hereinafter referred to as the **PORTION OF SAID ENTIRE PHASE I LAND**), in the following manner:-

<b>Property in detail</b>	<b>Date</b>	<b>CD Volume No.</b>	<b>Pages</b>	<b>Being No.</b>	<b>Area sold</b>
R.S. Dag No.272 premises No.48, Manmohan Banerjee Road	29.01.2015	2	3709 - 3720	931	0.875 decimal
R.S. Dag No.272 premises No.48, Manmohan Banerjee Road			6347 -		9.25 decimal
R.S. Dag No.243/2624, premises No.41A,	17.02.2015	4	6361	2537	0.625 decimal

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

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

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

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

- G. By another Deed of Conveyance dated 22<sup>nd</sup> day of March, 2011, made between one Clarity Barter Private Limited & 59 other Companies, therein referred to as the Vendors of the One Part and one Tara MaaVyapaar Private Limited, Geetham Traders Private Limited and Marvel Tie-Up Private Limited therein referred to as the Purchasers of the Other Part and registered at the Office of the District Sub-Registrar-II, South 24 Parganas in Book No. I, CD Volume No.7, Pages from 1085 to 1110 Being No.03429 for the year 2011, the Vendors therein granted transferred conveyed assigned and assured unto and in favour of the Purchasers therein All That piece and parcel of land containing an area of 12.5 decimal, be the same a little more or less, lying situate at MouzaPunjaSahapur comprised in R.S. Dag No. 274/690 under R.S. Khatian No. 500/1 being portion of Premises No.49A, Manmohan Banerjee Road, Kolkata, District South 24-Parganas more fully and particularly described in the Schedule there under written (hereinafter referred to as the **SAID LAND A of PHASE II ENTIRE LAND**).
- H. By another Deed of Conveyance dated 22<sup>nd</sup> day of March, 2011, made between the said Clarity Barter Private Limited & 59 other Companies, therein referred to as the Vendors of the One Part and one SagunRealdev Private Limited and BhagwatiInfrapromoters Private Limited therein referred to as the Purchasers of the Other Part and registered at the Office of the District Sub-Registrar-II, South 24 Parganas in Book No.I, CD Volume No.7, Pages from 1111 to 1137 Being No.03430 for the year 2011, the Vendors therein granted transferred conveyed assigned and assured unto and in favour of the Purchasers therein All That piece and parcel of land containing an area of 6.25

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

- I. By another Deed of Conveyance dated 22<sup>nd</sup> day of March, 2011, made between the said Clarity Barter Private Limited & 59 other Companies, therein referred to as the Vendors of the One Part and one KasautiVyapaarPvt Ltd. and Maple VincomPvt Ltd., therein referred to as the Purchasers of the Other Part and registered at the Office of the District Sub-Registrar-II, South 24 Parganas in Book No. I, CD Volume No. 7, Pages from 1138 to 1164 Being No. 03431 for the year 2011, the Vendors therein granted transferred conveyed assigned and assured unto and in favour of the Purchasers therein All That piece and parcel of land containing an area of 6.25 decimal, be the same a little more or less, lying situate at MouzaPunjaSahapur comprised in R.S. Dag No. 274/690 under R.S. Khatian No. 500/1 being portion of premises No. 49A, Manmohan Banerjee Road, Kolkata, District South 24-Parganas more fully and particularly described in the Schedule there under written (hereinafter referred to as the **SAID LAND C of PHASE II ENTIRE LAND**).
  
- J. The said **Land A of Phase II Entire Land, Land B Of Phase II Entire Land and Land C of Phase II Entire Land** aggregates to a total of 25 decimal, be the same or a little more or less (hereinafter collectively referred to as the **SAID PHASE II ENTIRE LAND**) the said Tara MaaVyapaar Private Limited, Geetham Traders Private Limited, Marvel Tie-Up Private Limited, ShagunRealdev Private Limited,



BhagwatiInfrapromoters Private Limited along with the said KasautiVyapaarPvt Ltd. and Maple VincomPvt Ltd. jointly have recorded their respective names in respect of the said Phase II Entire Land in the records of Block Land and Land Reforms Office at Thakurpukur-Metiabruzunder R.S. Khatian No. 501. The said Tara MaaVyapaar Private Limited & others jointly also have recorded their respective names in the records of Kolkata Municipal Corporation and the Kolkata Municipal Corporation had approved and allotted premises No.49A/2, Mon Mohan Banerjee Road, Assessee No. 411180701040 to the said Entire Phase II Land.

- K. The said Tara MaaVyapaar Private Limited has changed its name to its present name Skipper Homes Private Limited on 27<sup>th</sup> day of June, 2013.
- L. Thus the said Skipper Homes Private Limited, Geetham Traders Private Limited, Marvel Tie-Up Private Limited, ShagunRealdev Private Limited, Maple VincomPvt Ltd., BhagwatiInfrapromoters Private Limited and KasautiVyapaarPvt Ltd. were seized and possessed of and/or otherwise well and sufficiently entitled to the **SAID PHASE II ENTIRE LAND** in the following manner:-

Sl. No.	Name	Area (Decimal)
1	Skipper Homes Private Limited	4.17
2	Geetham Traders Private Limited	4.17
3	Marvel Tie-Up Private Limited	4.16
4	ShagunRealdev Private Limited	3.125
5	BhagwatiInfrapromoters Private Limited	3.125
6.	KasautiVyapaarPvt Ltd.	3.125
7.	Maple VincomPvt Ltd.	3.125

<b>Total</b>	<b>25</b>
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free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions, attachments, trusts of whatsoever nature.

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

Sl. No.	Name	Area (Decimal)
1	Skipper Homes Private Limited	1.45
2	Geetham Traders Private Limited	1.44
3	Marvel Tie-Up Private Limited	1.44
4	ShagunRealdev Private Limited	1.08
5	BhagwatiInfrapromoters Private Limited	1.09
<b>Total</b>		<b>6.5</b>

N. By another Indenture dated 25<sup>th</sup> day of January, 2017, made between the said Skipper Homes Private Limited, Geetham Traders Private Limited, Marvel Tie-Up Private Limited, ShagunRealdev Private Limited and BhagwatiInfrapromoters Private Limited, therein collectively referred to as the Vendors of the One Part and one PS Nivas& Promoting Pvt Ltd. and PSNirmanPvt Ltd., hereinOwner nos. 65 & 66 respectively therein jointly referred to as the Purchasers of the Other Part and registered at the Office of the District Sub-Registrar-II, South 24 Parganas in Book No.I, Volume No.1602-2017, Pages from 13136 to 13158 Being No.160200504 for the year 2017, the Vendors therein granted transferred conveyed assigned and assured unto and in favour of PS Nivas& Promoting Pvt Ltd. and PSNirmanPvt Ltd., hereinOwner nos. 65 & 66 respectively All That piece and parcel of land containing an area of 12.25 decimal, be the same a little more or less, being another portion of Entire Phase II Land in the following manner:-

<b>Sl. No.</b>	<b>Name</b>	<b>Area (Decimal)</b>
<b>1</b>	Skipper Homes Private Limited	2.73
<b>2</b>	Geetham Traders Private Limited	2.73
<b>3</b>	Marvel Tie-Up Private Limited	2.71
<b>4</b>	ShagunRealdev Private Limited	2.04
<b>5</b>	BhagwatiInfrapromoters Private Limited	2.04
<b>Total</b>		<b>12.25</b>

O. The Owner Nos. Owner nos. 61, 62, 65, 66 and 67 thus became seized and possessed of and/or otherwise well and sufficiently entitled to the said Entire Phase II Land having an area of 25 decimal, be the same a

little more or less, being Premises No.49A/2, Mon Mohan Banerjee Road, Assessee No. 411180701040.

- P. By a Deed of Conveyance dated 9<sup>th</sup> February 2017 made between the said KasautiVyapaar Private Limited, Maple Vincom Private Limited, PS Nivas& Promoting Private Limited, PS Nirman Private Limited and Eeshvi Developers Private Limited, therein referred to as the Vendors of the First Part and herein referred to as the Owner Nos. 61, 62, 65, 66 and 67, Epistle Builders Private Limited and 63 other companies, therein referred to as the Part-I Purchasers of the Second Part and herein Owner Nos. 2 to 64 and K.C. Manufacturers (India) Pvt. Ltd., and EkdantInfracon Private Limited and 6 other companies therein referred to as the Part II Purchasers of the Third Part and herein Owner Nos. 1 herein, **EKDANT INFRACON PRIVATE LIMITED, ÉCLAIR INFRAPROJECTS PRIVATE LIMITED, WRIDDHI TOWER PRIVATE LIMITED, WRIDDHI DEVELOPER PRIVATE LIMITED, IKKA INFRA PROJECTS PRIVATE LIMITED and IKKA TOWER PRIVATE LIMITED** and registered with the DSR II, South 24 Parganas, in Book No. I , Volume No. 1602-2017, Pages 25757 to 25805, Being No. 160200841 for the year 2017 , the Vendors therein, at and for the consideration mentioned therein , sold , conveyed and transferred unto and to the said Owner Nos. 2 to 64 and K.C. Manufacturers (India) Pvt. Ltd. and Owner No. 1 herein, **EKDANT INFRACON PRIVATE LIMITED, ÉCLAIR INFRAPROJECTS PRIVATE LIMITED, WRIDDHI TOWER PRIVATE LIMITED, WRIDDHI DEVELOPER PRIVATE LIMITED, IKKA INFRA PROJECTS PRIVATE LIMITED and IKKA TOWER PRIVATE LIMITED**, ALL THAT undivided 2 decimals out of the Entire Phase II Land (1 decimal each to the said Owner Nos. 2 to 64 and K.C. Manufacturers (India) Pvt. Ltd. and Owner No. 1 herein, **EKDANT INFRACON PRIVATE LIMITED, ÉCLAIR**

**INFRAPROJECTS PRIVATE LIMITED, WRIDDHI TOWER PRIVATE LIMITED, WRIDDHI DEVELOPER PRIVATE LIMITED, IKKA INFRA PROJECTS PRIVATE LIMITED and IKKA TOWER PRIVATE LIMITED), absolutely and forever.**

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

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

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

Being No./Year	Registry Office	Date	Vendor/s	Volume No.	Pages	Area (decimal)
190108200/2015	ARA - I, Kolkata	06.10.2015	Pilu D Karai & Peter Karai	1901-2015	132375 - 132401	10
160210820/2015	DSR - II, South 24 Parganas	09.10.2015	Ramdatt Tiwari	1602-2015	149402 - 149421	10
160200431/2016	DSR - II, South 24 Parganas	08.01.2016	Ramdatt Tiwari	1602-2016	17487- 17530	306.5
160700907/2016	ADSR, Behala	01.02.2016	Pilu D Karai & Peter Karai	1607-2016	28736- 28839	306.5
<b>Total</b>						<b>633 decimal</b>

- S. The Owner Nos. 2 to 64 and K.C. Manufacturers (India) Pvt. Ltd. became seized and possessed of All That the said Entire Phase III Land containing an area of 633 decimal, be the same a little more or less and jointly have recorded their respective names in respect of the same in the records of Block Land and Land Reforms Office at Thakurpukur-Metiabruz. The Owner Nos. 2 to 64 and K.C. Manufacturers (India) Pvt. Ltd. also have recorded their respective names in the records of Kolkata

Municipal Corporation and have been allotted with premises No.49B, Mon Mohan Banerjee Road, Assessee No. 411180701222 to the said Entire Phase III Land.

- T. By a Deed of Conveyance dated 9<sup>th</sup> February 2017 made between the said Epistle Builders Private Limited and 63 other companies, therein referred to as the Vendors of the First Part herein referred to as Owner Nos. 2 to 64 and K.C. Manufacturers (India) Pvt. Ltd., EkdantInfracon Private Limited and 6 other companies, therein referred to as the Part-I Purchasers of the Second Part herein referred to as the Owner No. 1, **EKDANT INFRACON PRIVATE LIMITED, ÉCLAIR INFRAPROJECTS PRIVATE LIMITED, WRIDDHI TOWER PRIVATE LIMITED, WRIDDHI DEVELOPER PRIVATE LIMITED, IKKA INFRA PROJECTS PRIVATE LIMITED** and **IKKA TOWER PRIVATE LIMITED**, and PS Nivas& Promoting Private Limited and 4 other companies therein referred to as the Part II Purchasers of the Third Part herein referred to as Owner Nos. 61, 62, 65, 66 and 67, and registered with the DSR II, South 24 Parganas, in Book No. I , Volume No. 1602-2017, Pages 25806 to 25873, Being No. 160200842 for the year 2017 , the Vendors therein, at and for the consideration mentioned therein , sold , conveyed and transferred unto and to the said Part-I Purchasers and Part-II Purchasers being the Owner No. 1, **EKDANT INFRACON PRIVATE LIMITED, ÉCLAIR INFRAPROJECTS PRIVATE LIMITED, WRIDDHI TOWER PRIVATE LIMITED, WRIDDHI DEVELOPER PRIVATE LIMITED, IKKA INFRA PROJECTS PRIVATE LIMITED** and **IKKA TOWER PRIVATE LIMITED** and Owner Nos. 61, 62, 65, 66 and 67 herein, ALL THAT undivided 2 decimals out of the Entire Phase III Land (1 decimal each to the said Part-I Purchasers and the said Part-II Purchasers), absolutely and forever.

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

Sl. No.	Dag No.	Premises No.	Area (Dec)
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1	272	48 (Entire Phase I Land)	74
2	243/2624		5
3	243/2625		5
4	271	49B (Entire Phase II Land)	90
5	273		118
6	274		411
7	276		14
8	274/690	49A/2 (Entire Phase III Land)	25
<b>Total</b>			<b>742</b>

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

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

the Project Land being Premises No. 48 Manmohan Banerjee Road, Kolkata 700 038.

- Z. By and under a Deed of Conveyance dated 22nd January 2020 and registered with the DSR III, South 24 Parganas, in Book No. I, Volume No. 1603-2020, Pages 9254 to 9277, Being No. 160300279 for the year 2020, the said EkdantInfraconLLP sold transferred and conveyed to **BISWANATH REALTORS LLP**, being Owner No. 79 herein ALL THAT piece and parcel of land measuring 12 decimals out of the Project Land being Premises No. 48 Manmohan Banerjee Road, Kolkata 700 038.
- AA. By and under a Deed of Conveyance dated 22nd January 2020 and registered with the DSR III, South 24 Parganas, in Book No. I, Volume No. 1603-2020, Pages 9278 to 9301, Being No. 160300280 for the year 2020, the said Wriddhi Developer Private Limited sold transferred and conveyed to **BISWANATH ACRES LLP**, being Owner No. 73 herein ALL THAT piece and parcel of land measuring 12 decimals out of the Project Land being Premises No. 48 Manmohan Banerjee Road, Kolkata 700 038.
- AB. By and under a Deed of Conveyance dated 22nd January 2020 and registered with the DSR III, South 24 Parganas, in Book No. I, Volume No. 1603-2020, Pages 9302 to 9325, Being No. 160300281 for the year 2020, the said Ikka Infra Projects Private Limited sold transferred and conveyed to **BISWANATH REALUNITY LLP**, being Owner No. 77 herein ALL THAT piece and parcel of land measuring 12 decimals out of the Project Land being Premises No. 48 Manmohan Banerjee Road, Kolkata 700 038.

- AC. By and under a Deed of Conveyance dated 22nd January 2020 and registered with the DSR III, South 24 Parganas, in Book No. I, Volume No. 1603-2020, Pages 9326 to 9349, Being No. 160300282 for the year 2020, the said Wriddhi Tower LLP sold transferred and conveyed to **BISWANATH HOUSING LLP**, being Owner No. 74 herein ALL THAT piece and parcel of land measuring 12 decimals out of the Project Land being Premises No. 48 Manmohan Banerjee Road, Kolkata 700 038.
- AD. By and under a Deed of Conveyance dated 15<sup>th</sup> January 2020 and registered with the DSR V, Alipure, South 24 Parganas, in Book No. I, Volume No. 1630-2020, Pages 18042 to 18074, Being No. 163000324 for the year 2020, the said **K.C. Manufacturers (India) Pvt. Ltd.** sold transferred and conveyed to **NITESH KARNANI, ANKITA KARNANI AND NITESH KARNANI & SONS HUF** being Owner No. 70, 71 & 72 herein ALL THAT piece and parcel of land measuring 9.887 decimals out of the Project Land being Premises No. 48 Manmohan Banerjee Road, Kolkata 700 038.
- AE. By and under a Deed of Conveyance dated 15<sup>th</sup> January 2020 and registered with the DSR V, Alipure, South 24 Parganas, in Book No. I, Volume No. 1630-2020, Pages 18075 to 18106, Being No. 163000325 for the year 2020, the said Nilratan Vincom Pvt. Ltd. sold transferred and conveyed to **SHIV RATAN KARNANI AND KANTA DEVI KARNANI** being Owner Nos. 68 & 69 herein ALL THAT piece and parcel of land measuring 5.817 decimals out of the Project Land being Premises No. 48 Manmohan Banerjee Road, Kolkata 700 038.
- AF. By and under a Deed of Conveyance dated 22nd January 2020 and registered with the DSR III, South 24 Parganas, in Book No. I, Volume No. 1603-2020, Pages 12267 to 12290, Being No. 160300335 for the year

2020, the said Nilratan Vincom Pvt. Ltd. sold transferred and conveyed to **BISWANATH PROPERTY NIRMAAN LLP** being Owner No. 75 herein ALL THAT piece and parcel of land measuring 2.2 decimals out of the Project Land being Premises No. 48 Manmohan Banerjee Road, Kolkata 700 038.

AG Thus in the abovementioned facts, the Owner Nos 1 to 79 became the absolute Owners of the said Project Land (more fully described in First Schedule Part A herein).

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

**SIGNED AND DELIVERED** by the  
withinnamed **OWNERS** at **Kolkata** in  
the presence of:

**SIGNED AND DELIVERED** by the  
withinnamed **PROMOTER** at **Kolkata**  
in the presence of:

**RECEIPT AND MEMO OF CONSIDERATION:**

**RECEIVED** from the withinnamedAllottee the withinmentioned sum of Rs. \_\_\_\_\_ /- (In Words) being the consideration in full payable under these presents as per memo written hereinbelow:-

**MEMO OF CONSIDERATION**

SL. NO.	By or out of Cash/ Cheque Number	Date	Bank, Branch	Cheque Amount (including tax)	GST Deductions	Consideration Amount (Excluding GST)
1.						
2.						
3.						
4.						
5.						
6.						
					TDS Deductions	
					Total	

(Rupees \_\_\_\_\_ only)

WITNESSES:

**(Promoter)**

PS VINAYAK HOMES LLP  
  
 Partner / Authorised Signatory