

T0832h

THIS INDENTURE made this the ____ day of _____ Two
Thousand Eighteen

BETWEEN (1) ALLWORTH TRADECOM PRIVATE LIMITED, having CIN U51109WB2008PTC124712, having PAN AAGCA9345P, **(2) LINGRAJ OVERSEAS PRIVATE LIMITED**, having CIN U51909WB2008PTC131222, having PAN AABCL5520A, **(3) ZIRCON DEALERS PRIVATE LIMITED**, having CIN U51109WB1996PTC081950, having PAN AAACZ1160H, **(4) KYAL DEVELOPERS PRIVATE LIMITED**, having CIN U70109WB1995PTC076151, having PAN AABCK3070E, all Companies incorporated under the Companies Act, 1956, all having their respective registered offices at Premises No.122/1R, Satyendra Nath Majumder Sarani, Police Station Tollygunge, Kolkata-700 026, **(5) SUMIT QUALITY MARBLES PRIVATE LIMITED**, having CIN U14101WB1996PTC081448, having PAN AADCS6631D, **(6) SPANDAN ENCLAVE PVT LTD**, having CIN U70101WB1995PTC073182, having PAN AADCS6445D, **(7) GREEN FIELD NIKETAN PRIVATE LIMITED**, having CIN U45200WB2007PTC113880, having PAN AACCG8180C, all Companies incorporated under the Companies Act, 1956, all having their respective registered offices at 12C Chakraberia Road (N), Police Station Ballygunge, Kolkata - 700 020, **(8) RAINBOW ENCLAVE PVT. LTD.**, having CIN U70101WB1995PTC073425, having PAN AABCR2114G, a Company incorporated under the Companies Act, 1956, having its registered office at 226/1 AJC Bose Road, Police Station Ballygunge, Kolkata 700 020, all represented by their constituted Attorney PS VINAYAK COMPLEX LLP, under Registered Power of Attorney dated 10.09.2015 being no.160400578/2015, **(9) AYANNA BUILDERS PRIVATE LIMITED**, having CIN U45400WB2014PTC200559, having PAN AAMCA4920G, a Company incorporated under the Companies Act, 1956, having its registered office at Room no.2, 5th Floor, 55/1A, Strand Road, Post Office Beadon Street, Police Station Jorabagan, Kolkata 700 006, **(10) WINSOME INFRA LLP**, having LLPIN AAH-9951, having PAN AACFW4608E, **(11) WORTHY BUILDERS LLP**, having LLPIN AAH-9952, having PAN AACFW4613P, **(12) WILY BUILDERS LLP**, having LLPIN AAH-9605, having PAN AACFW4610Q, all limited liability partnerships, all having their respective registered offices at 55/1A, Strand Road, 5th Floor, Room no.2, Post Office Beadon Street, Police Station Jorabagan, Kolkata 700 006, **(13) ENABLE ESTATE PRIVATE LIMITED**, having CIN U45400WB2010PTC145096, having PAN AACCE4065G, a company incorporated under the Companies Act, 1956, having its registered office at 1002, E M Bypass, Front Block, Kolkata 700 046, **(14) EMPIRE HIGHRISE PRIVATE LIMITED**, having CIN U45400WB2010PTC141663, having PAN AACCE3169P, a company incorporated under the Companies Act, 1956, having its registered office at 12C Chakraberia Road (N), Ground Floor, Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata 700 020, **(15) BALAJI DEVELOPMENT PRIVATE LIMITED**, having CIN U45400WB1986PTC041599, having PAN AACCB7216L and **(16) DOVER PARK BUILDERS PRIVATE LIMITED**, having CIN U70101WB1986PTC041597, having PAN AABCD0924A, both companies incorporated under the Companies Act, 1956, both having their respective registered offices at 1002, E M Bypass, Front Block, Kolkata 700 046, all represented by their constituted Attorney PS VINAYAK COMPLEX LLP, under Registered Power of Attorney dated 18.01.2018 being no.160800449/2018, hereinafter collectively referred to as the **OWNERS** (which expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include their and each of their respective successor or successors-in-interest and assigns) of the **FIRST PART**:

AND

PS VINAYAK COMPLEX LLP, having LLPIN AAD-6375, having PAN AARFP0290N, a limited liability partnership having its registered office situated at 122/1R, Satyendranath Majumdar Sarani, Police Station Tollygunge, Kolkata 700 026, represented by its designated partner **UMESH KYAL**, having **PAN AGCPK9667R**, having Aadhaar Number 3221 6780 6519, having Mobile Number 9831151592, son of Late Govind Ram Kyal, residing at 30C South End Park, Post Office Sarat Banerjee Road, Police Station Lake, Kolkata 700 029, hereinafter referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the present partner and/or partners and/or those who may be taken in and/or admitted as partner and/or partners of the said limited liability partnership and their and/or each of their respective heirs, legal representatives, executors, administrators and assigns) of the **SECOND PART**

AND

(1) _____, having **PAN** _____, having Aadhaar _____, having mobile number _____, son/daughter/wife of _____, aged about _____ years, residing at _____, Post Office _____, Police Station _____, PIN _____ and **(2)** _____, having **PAN** _____, having Aadhaar _____, having mobile number _____, son/daughter/wife of _____, aged about _____ years, residing at Post Office _____, Police Station _____, PIN _____, hereinafter (jointly/collectively) referred to as the **PURCHASER(S)** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their respective heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**;

[If the Purchaser is a company]

_____, having **PAN** _____, having CIN _____, a company incorporated under the provisions of the Companies Act, 1956 or the Companies Act, 2013 having its registered office at _____, Post Office _____, Police Station _____, PIN _____, represented by its Director/Authorized Signatory _____, having PAN _____, having Aadhaar _____, having mobile number _____, son/daughter/wife of _____, residing at _____ Post Office _____, Police Station _____, PIN _____, duly authorized vide board resolution dated _____, hereinafter referred to as the "**PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns), of the **THIRD PART**.

[OR]

[If the Purchaser is a Partnership]

_____, having **PAN** _____, a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____, Post Office _____, Police Station _____, PIN _____, represented by its authorized partner _____, having PAN _____, having Aadhaar _____, having mobile number _____, son/daughter/wife of _____, residing at _____ Post Office

_____, Police Station _____, PIN _____, duly authorized vide _____ hereinafter referred to as the "**PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm and such other person(s) who may be taken or admitted for the benefit of the said partnership, their respective heirs, executors and administrators and assigns), of the **THIRD PART**.

[OR]

[If the Purchaser is a HUF]

_____, having **PAN** _____, for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business/residence at _____, Post Office _____, Police Station _____, PIN _____, hereinafter referred to as the "**PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART**.

The Owners, Developer/Promoter and Purchaser(s) shall hereinafter collectively be referred to as the "parties" and individually as a "party"

WHEREAS:

A1. One Partha De was seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of 281 decimals, be the same a little more or less, lying situate at Mouza Dhamaitala, J.L. No.75, R.S. Dag Nos.42, 46, 58, 59, 60, 61, 62, 63, 64, 39, 40, 41, 55 and 56 corresponding to L.R. Dag Nos.46, 49, 62, 51, 52, 53, 58, 59, 60, 27, 44, 45, 63 and 50, Police Station Sonarpur, Ward No.25 within the limits of Rajpur-Sonarpur Municipality, District South 24 Parganas (herein after referred to as the **said mother land**).

A2. The said Partha De duly recorded his name in respect of said mother land in the records of Block Land and Land Reforms Office at Sonarpur under L.R. Khatian No.458.

A3. By a Development Agreement dated 19th October, 2012, made between the said Partha De therein referred to as the Owner of the One Part and one Orion Infra Nirman Private Limited therein referred to as the Developer of the Other Part and registered at the office of the Additional Registrar of Assurances-I, Kolkata in Book No.I, CD Volume No.20, Pages 11088 to 11122, Being No.9949 for the year 2012, the Owner therein had appointed the Developer therein to construct erect and commercially exploit All That the said mother land.

A4. In pursuant of the Development Agreement dated 19th October, 2012, the said Partha De executed two Powers of Attorney both dated 28th December, 2012, both in favour of one Md. Qamaruddin and both registered at the office of the Additional Registrar of Assurance-III, Kolkata, both in Book No. IV, both CD Volume No.12, Pages 2728 to 2737, Being No.7856 for the year 2012 and Pages 2738 to 2748, Being No.7857 for the year 2012, the Executant therein authorized the said Md. Qamaruddin to deal with All that the said mother land for purpose of development of

same and to sell transfer the saleable and/or transferable portions of proposed new buildings to be constructed on said mother land.

A5. The said Partha De had mortgaged amongst others the said mother land with Punjab National Bank to secure the loans and advances of Rs.10,00,00,000/- (Rupees Ten Crore only) granted in favour of Green Concretex Global Limited (hereinafter referred to as the **said loan**).

A6. Due to failure of repayment, the account of Green Concretex Global Limited was classified as a Non Performing Asset on 30th September, 2013 and the Bank had initiated action under SARFAESI Act, 2002 and further filed an application under Section 19 of Recovery of Debts due to Banks and Financial Institutions Act, 1993 being OA No.288 of 2013 (Punjab National Bank -vs- Green Concretex Global Limited & Ors.) for recovery of said loan and in those proceedings had taken symbolic possession of said mother land.

A7. During the pendency of said proceedings, the said Green Concretex Global Limited submitted an OTS (One Time Settlement) proposal and the Bank approved the same. The said account was thus amicably settled by and between the parties upon payment of a sum of Rs.8,15,00,000/- (Rupees Eight Crore Fifteen Lakh only) and on the terms agreed upon on 31st December, 2014 and symbolic possession of said mother land taken by the Bank was restored back to said Partha De.

A8. The Parties to the said proceeding being OA No.288 of 2013 (Punjab National Bank -vs- Green Concretex Global Limited & Ors.) filed a joint petition before the Learned Tribunal-I, Kolkata Debts Recovery for recording the said compromise and accordingly the decree was passed whereby the mortgage or charge in respect of said mother land stood satisfied and released.

A9. By a Deed of Cancellation dated 16th February, 2015, made between the said Partha De therein referred to as the Owner of the First Part, the said Orion Infra Nirman Private Limited therein referred to as the Developer of the Second Part and the Owners No.(1) to (8) herein, therein collectively referred to as the Purchasers of the Third Part and registered at the office of the District Sub-Registrar- IV, South 24-Parganas, in Book No.I, CD Volume No.7, Pages 2521 to 2532, Being No.1941 for the year 2015, the Development Agreement dated 19th October, 2012, was cancelled by and between the parties on the terms and condition mentioned therein.

A10. By a Deed of Revocation of Power dated 16th February, 2015, made between the said Partha De therein referred to as the Owner of the One Part and the said Md. Qamaruddin therein referred to as the Attorney of the Other Part and registered at the office of the District Sub-Registrar- IV, South 24-Parganas in Book No.IV, CD Volume No.1, Pages 2142 to 2150, Being No.188 for the year 2015, the Owner therein has revoked the above recited two Powers of Attorney altogether and the said revocation was duly accepted by the said Attorney.

A11. By an Agreement dated 16th February, 2015, made between the said Partha De therein referred to as the Owner of the One Part and the Owners No.(1) to (8) herein, therein collectively referred to as the Purchasers of the Other Part and registered at the office of the District Sub-Registrar- IV, South 24-Parganas in Book No.I, CD

Volume No.7, Pages 2497 to 2520, Being No.2144 for the year 2015, the Owner therein agreed to sell and the Purchasers therein agreed to purchase All that the said mother land at and for the terms and conditions and consideration mentioned therein.

A12. By a Tripartite Agreement dated 16th February, 2015, made between Punjab National Bank therein referred to as the Bank of the First Part, the said Partha De therein referred to as the Constituent of the Second Part and the Owners No.(1) to (8) herein therein referred to as the Purchasers of the Third Part, the Bank therein agreed to release All That the said mother land and issue a No-objection letter in favour of the Purchasers therein upon receipt of the entire amount under the said OTS (One Time Settlement) proposal.

A13. As per the said Tripartite Agreement dated 16th February, 2015, the Purchasers therein have paid to the Bank the full OTS (One Time Settlement) amount of Rs.8,15,00,000/- (Rupees Eight Crore Fifteen Lakh only) and the Bank has issued a No-objection letter in favour of the Purchasers therein.

A14. By an Indenture dated 20th April, 2015, made between the said Partha De therein referred to as the Vendor of the One Part and the Owners No.(1) to (8) herein, therein collectively referred to as the Purchasers of the Other Part and registered at the office District Sub-Registrar- IV, South 24-Parganas in Book No.I, CD Volume No.11, Pages 3231 to 3254, Being No.3473 for the year 2015, the Vendor therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers therein All That the said mother land.

A15. By an Indenture dated 20th May, 2015, made between the Owners No.(1) to (8) herein, therein collectively referred to as the Vendors of the One Part and one Ayanna Builders Private Limited, Winsome Infra Private Limited, Worthy Builders Private Limited, Wily Builders Private Limited, Enable Estate Private Limited, Empire Highrise Private Limited, Balaji Development Private Limited and Dover Park Builders Private Limited (herein after collectively referred to as **Ayanna & Others**) therein collectively referred to as the Purchasers of the Other Part and registered at the office of the District Sub-registrar-IV, South 24 Parganas, in Book No.I, Volume No.1604-2015, Pages 970 to 1038, Being No.160404174 for the year 2015, the Vendors therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers therein All That the piece and parcel of land containing an area of **68** decimal, be the same a little more or less, in R.S. Dag Nos.46 and 55 corresponding to L.R. Dag Nos.49 and 63, being the portion of the said mother land (herein after referred to as the said **68 Decimal of land**).

A16. In the events aforesaid the said Owners No.(1) to (8) herein were left with All That the piece and parcel of land containing an area of 213 decimal, be the same a little more or less, lying situate at Mouza Dhamaitala, J.L. No.75, R.S. Dag No. 39, 40, 41, 42, 46 (P), 56, 60, 61, 62, 64, 63, 59, 58 and 55 (P) corresponding to L.R. Dag Nos. 27, 44, 45, 46, 49 (P), 50, 51, 52, 53, 58, 59, 60, 62 and 63 (P), Police Station Sonarpur, Ward No.25 within the limits of Rajpur-Sonarpur Municipality, District South 24 Parganas (herein after referred to as **1st land**) more fully and particularly described in **Part I** of the **First Schedule** hereunder written and have duly recorded

their respective names in respect of said land in the records of Block Land and Land Reforms Office at Sonarpur under L.R. Khatian Nos.706, 707, 708, 709, 711, 710, 712 and 713 respectively and in the records of Rajpur-Sonarpur Municipality under Holding No.1529 Dwarir Road.

A17. By a Development Agreement dated 4th June, 2015, made between the Owners No.(1) to (8) herein, therein collectively referred to as the Owners of the One Part and the Developer herein therein referred to as the Developer of the Other Part and registered at the Office of the District Sub-Registrar IV, South 24 Parganas, in Book No.I, Volume No.1604-2015, Pages 14380 to 14466, Being No.160404685 for the year 2015, the Owners therein appointed the Developer therein to develop the 1st land by constructing a housing complex, comprising of various Building Blocks, thereon on the terms and conditions mentioned therein. By a Declaration dated 20th July, 2016, made between said Owners No.(1) to (8) herein, therein collectively referred to as the Owners of the One Part and the Developer herein therein referred to as the Developer of the Other Part and registered at the Office of the District Sub-Registrar IV, South 24 Parganas, in Book No.I, Volume No.1604-2016, Pages 128433 to 128482, Being No.160404723 for the year 2016, the parties therein rectified some obvious mistakes contained in the said Development Agreement dated 4th June, 2015. The said Development Agreement dated 4th June, 2015 and Declaration dated 20th July, 2016, are jointly referred to as **(First Development Agreement)**.

A18. Thereafter the Developer obtained a building plan duly sanctioned in names of the Owners No.(1) to (8) herein from the Rajpur-Sonarpur Municipality under Building Permit No. 81/Rev/CB/25/39 dated 29th June, 2016, for construction of a Complex on said land.

B1. One Fatick Chandra Purkait was seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of 29 decimal, be the same a little more or less, lying situate at Mouza Dhamaitala, J.L. No.75, R.S. Dag No.43, R.S. Khatian No.51, Police Station Sonarpur, District the then 24 Parganas(hereinafter referred to as the said **29 Decimal of Land**).

B2. By a Bengali Danpatra (Deed of Gift) dated 25th Falgun, 1381, corresponding to 10th March, 1975, made between the said Fatick Chandra Purkait therein referred to as the Donor of the One Part and one Palanibala Purkait therein referred to as the Donee of the Other Part and registered at the office of the Sub-Registrar, Sonarpur, in Book No.I, Volume No.15, Pages 91 to 93, Being No.1058 for the year 1975, the Donor therein out of his natural love and affection towards the Donee therein granted, transferred, gifted, assigned and assured unto and in favour of the Donee therein All That the said **29 Decimal of Land**.

B3. The said Palanibala Purkait duly recorded her name in respect of the said **29 Decimal of Land** in the records of Block Land and Land Reforms Office at Sonarpur under L.R. Khatian No.141 in L.R. Dag No.47.

B4. The said Palanibala Purkait who during her lifetime was a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 20th October, 1997, leaving behind her surviving her three sons, namely, Biswanath Purkait, Taraknath Purkait and Baidyanath Purkait and four daughters, namely, Mira Naskar, Kanchan Kayal,

Satyabama Naskar and Kanan Mondal as her heirs, heiresses and legal representatives who upon her death became jointly entitled to All That the said **29 Decimal of Land**.

B5. By a Bengali Danpatra (Deed of Gift) dated 16th Shrabon, 1417, corresponding to 2nd August, 2010, made between the said Baidyanath Purkait, Satyabama Naskar and Kanan Mondal therein jointly referred to as the Donors of the One Part and the said Biswanath Purkait and Taraknath Purkait therein jointly referred to as the Donees of the Other Part and registered at the office of the Additional District Sub-Registrar, Sonarpur, in Book No.I, CD Volume No.23, Pages 6794 to 6808, Being No.9143 for the year 2010, the Donors therein out of their natural love and affection towards the Donees therein granted, transferred, gifted, assigned and assured unto and in favour of the Donees therein All That their undivided 3/7th part or share in the said **29 Decimal of Land**.

B6. By a Bengali Danpatra (Deed of Gift) dated 9th Shrabon, 1418, corresponding to 26th July, 2011, made between the said Mira Naskar and Kanchan Kayal therein jointly referred to as the Donors of the One Part and the said Biswanath Purkait and Taraknath Purkait therein jointly referred to as the Donees of the Other Part and registered at the office of the Additional District Sub-Registrar, Sonarpur, in Book No.I, CD Volume No.20, Pages 4635 to 4647, Being No.8641 for the year 2011, the Donors therein out of their natural love and affection towards the Donees therein granted, transferred, gifted, assigned and assured unto and in favour of the Donees therein All That their undivided 2/7th part or share in the said **29 Decimal of Land**.

B7. The said Biswanath Purkait and Taraknath Purkait duly recorded their names in respect of All that the said **29 Decimal of land** in the records of Block Land and Land Reforms Office at Sonarpur under L.R. Khatian Nos.563 and 564 respectively in L.R. Dag No.47.

B8. By a Deed of Conveyance dated 23rd November, 2012, made between the said Biswanath Purkait and Taraknath Purkait therein jointly referred to as the Vendors of the One Part and one Rishika Real Estates Private Limited therein referred to as Purchaser of the Other Part and registered at the office of the District Sub-Registrar-IV, South 24-Parganas in Book No.I, CD Volume No.32, Pages 2971 to 2989, Being No.9163 for the year 2012, the Vendors therein for the consideration mentioned therein granted, transferred, conveyed, assured and assigned unto and in favour of the Purchaser therein All That the said **29 Decimal of Land**.

B8. The said Rishika Real Estates Private Limited duly recorded its name in respect of All that the said **29 Decimal of Land** in the records of Block Land and Land Reforms Office at Sonarpur under L.R. Khatian No.656 in L.R. Dag No.47.

B9. By an Indenture dated 3rd March, 2015, made between the said Rishika Real Estates Private Limited therein referred to as the Vendor of the One Part and one Ayanna Builders Private Limited, Winsome Infra Private Limited, Worthy Builders Private Limited, Wily Builders Private Limited, Enable Estate Private Limited, Empire Highrise Private Limited, Balaji Development Private Limited and Dover Park Builders Private Limited, therein collectively referred to as the Purchasers of the Other Part and registered at the office District Sub-Registrar- IV, South 24-Parganas in Book No.I, CD

Volume No.7, Pages 2541 to 2556, Being No.2145 for the year 2015, the Vendor therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers therein All That the said **29 Decimal of Land.**

B10. In the events aforesaid the said Ayanna & Others are now seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of 97 decimal, be the same a little more or less, lying situate at Mouza Dhamaitala, J.L. No.75, R.S. Dag Nos.43, 46 and 55 corresponding to L.R. Dag Nos.47, 49 and 63, Police Station Sonarpur, Ward No.25 within the limits of Rajpur-Sonarpur Municipality, District South 24 Parganas (herein after referred to as **2nd land** comprising of the said 68 Decimal of land and the said 29 Decimal of land and more fully and particularly described in **Part II** of the **First Schedule** hereunder written) and have duly recorded their respective names in respect of **2nd land** in the records of Block Land and Land Reforms Office at Sonarpur under L.R. Khatian Nos.678, 717, 679, 714, 675, 716, 676, 722, 681, 718, 677, 719, 680, 721, 674 and 720 respectively and in the records of Rajpur-Sonarpur Municipality under Holding No.1531 Dwarir Road.

B11. By a Development Agreement dated 14th June, 2016, made between the said Ayanna & Others therein collectively referred to as Owners of the One Part and one White Fields Complex LLP therein referred to as the Developer of the Other Part the Owners therein appointed the Developer therein to develop the 2nd land by constructing a housing complex, comprising of various Building Blocks, thereon on the terms and conditions mentioned therein.

B12. The said White Fields Complex LLP obtained a building plan duly sanctioned in names of the Ayanna & Others from the Rajpur-Sonarpur Municipality under Building Permit No. 141/CB/25/22 dated 1st September, 2016, for construction of a Complex on 2nd land.

B13. The said White Fields Complex LLP could not commence construction hence Ayanna & Others approached the Developer herein to develop the 2nd land who agreed with the consent and concurrence of the Owners No.(1) to (8) herein to develop the said 1st land with the said 2nd land as a single project as both are adjacent to each.

B14. By an Nomination Agreement dated 10th November, 2016, made between Ayanna & Others therein collectively referred to as the Owners of the First Part, the said White Fields Complex LLP therein referred to as the First Developer of the Second Part and the Developer herein therein referred to as the Second Developer of the Third Part the said Development Agreement dated 14th June, 2016, of the said 2nd land was cancelled by and between the Owners and the First Developer therein and simultaneously the Second Developer therein had agreed to enter in place and stead of the First Developer therein on the terms and condition mentioned therein.

B15. The said Winsome Infra Private Limited, Worthy Builders Private Limited and Wily Builders Private Limited were converted into the Limited Liability Partnership(s) on 13th December, 2016, 13th December, 2016 and 6th December, 2016, respectively and changed their names to "Winsome Infra LLP", "Worthy Builders LLP" and "Wily

Builders LLP” respectively. The certificates of such incorporation were issued by the Registrar of Companies, West Bengal.

B16. Thereafter the Owners herein jointly applied to the Rajpur-Sonarpur Municipality for amalgamation of the said 1st land and the said 2nd land being All That the piece and parcel of land containing an area of **310 Decimal**, be the same a little more or less, lying situate at Mouza Dhamaitala, J.L. No.75, R.S. Dag No. 39, 40, 41, 42, 43 (P), 46, 56, 60, 61, 62, 64, 63, 59, 58 and 55 corresponding to L.R. Dag Nos. 27, 44, 45, 46, 47 (P), 49, 50, 51, 52, 53, 58, 59, 60, 62 and 63 respectively, Police Station Sonarpur, Ward No.25 within the limits of Rajpur-Sonarpur Municipality, District South 24 Parganas (herein after referred to as **said land**) and allotment of a single holding number for said land. The Rajpur-Sonarpur Municipality approved a single holding number in respect to said land being Holding No.1529 Dwarir Road, more fully and particularly described in **Part III** of the **First Schedule** hereunder written.

B17. The Developer has applied for and obtained sanction of a revised building plan for said land in names of the Owners herein from the Rajpur-Sonarpur Municipality under Building Permit No. 201/Rev/CB/25/28 dated 6th November, 2017.

B18. By a Development Agreement dated 29th December, 2017, made between the made between the said Owners No.(9) to (16) herein, therein collectively referred to as the Owners of the One Part and the Developer herein therein referred to as the Developer of the Other Part and registered at the Office of the District Additional District Sub-Registrar, Sonarpur, South 24 Parganas, in Book No.I, Volume No.1608-2018, Pages 4641 to 4693, Being No.160800004 for the year 2018, the Owners therein appointed the Developer herein to develop the said 2nd land by constructing a housing complex, comprising of various Building Blocks, thereon on the terms and conditions mentioned therein, hereinafter referred to as **Second Development Agreement**.

C. Pursuant to the terms and conditions of the aforesaid First and Second Development Agreements and Building Plan vide Building Permit No.201/Rev/CB/25/28 dated 6th November, 2017, duly sanctioned by the Rajpur-Sonarpur Municipality for construction of a multistoried residential building complex comprising of 8 number of G+ 5 , 1 number of G+4 and 3 numbers of G+7 storied building blocks consisting of self contained independent apartments, other constructed spaces, if any and the car parking spaces within the complex and the Common Areas and Installations constructed by the Developer in terms of said sanctioned plan on the said Land or on the part thereof to be known as **“WHITE MEADOWS”** (hereinafter referred to as the **said Complex/Project**).

D. In pursuance of the said sanctioned plan, the Promoter has at its own costs and expenses duly constructed, erected and completed construction of the said Project known as **“WHITE MEADOWS”** 8 number of G+ 5 , 1 number of G+4 and 3 numbers of G+7 storied building blocks consisting of self contained independent apartments,

other constructed spaces, if any and the car parking spaces at the said land or on the part thereof.

E. By an Agreement dated the _____, 20____, made between the parties hereto and on the terms and conditions mentioned therein the Owners and the Promoter herein had agreed to sell, the Promoter herein had agreed to construct and the Purchaser(s) herein had agreed to purchase **All That the Apartment No. _____** containing a carpet area of _____ Sq. Ft., type _____ BHK, **WITH** Exclusive balcony area of _____ Sq feet, **WITH** Exclusive Right to use the Open Terrace adjoining the said Apartment containing an area of _____ Square Feet , be the same a little more or less on the _____ **Floor** of the **Block No. _____** of the Project to be known as **“WHITE MEADOWS”** together with right to park _____ car at the open/covered (dependent or independent) or multi-level mechanical parking space/s in the ground floor level **being no. _____** situated within the said Project (hereinafter collectively referred to as the **“said Apartment”**) more fully mentioned in the **Part I** of the **Second Schedule** hereto has been developed in accordance to the Specifications as mentioned in **Part II of the Second Schedule** hereto and of pro rata share in the common areas of the said Project along with the right to enjoy the **Common Installations** Project more fully mentioned in the **Third Schedule** hereto at and for the consideration of **Rs. _____/- (Rupees _____ only)** including GST as applicable thereon and other terms and conditions contained therein.

F. The Promoter has registered the Project under the provisions of the West Bengal Housing Industry Regulation Act, 2017 with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under Registration No. _____.

G. The Promoter has since obtained the Completion Certificate dated the _____ issued by the Rajpur Sonarpur Municipality in connection to the Building Sanctioned Plan vide Building Permit No. 201/Rev/CB/25/28 dated 6th November, 2017.

H. At or before execution of this Indenture, the Purchaser(s) has/have inspected, investigated and satisfied himself/herself/themselves as follows:-

- a) the title of the Owners to the said land;
- b) the right of the Owners and/or Promoter to sell/transfer the said Apartment;
- c) the said sanctioned plan;
- d) the workmanship, specifications and the materials used in the said Apartment and in the said Building Block.;

- e) the structural stability of the Building Block;
- f) all the documents as recited hereinabove;
- g) the carpet area of the said Apartment;
- h) the Common Areas, Common Installations of the Complex/Project.

O. Unless in this Indenture there be something contrary or repugnant to the subject or context, the following words shall have the following meanings:-

- (a) **ACT** - means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017) as amended and/or substituted;
- (b) **ADVOCATES** – shall mean **VICTOR MOSES & CO.**, Solicitors & Advocates, Temple Chambers, 6, Old Post Office Street, Kolkata – 700 001 appointed by the Developer inter alia, for preparation of this agreement and Conveyance for transfer of the Apartment;
- (c) **APARTMENT** - shall mean **All That** the **Apartment No.** _____ containing a carpet area of _____ sq. ft., type _____ BHK, **WITH** Exclusive balcony area of _____ sq. ft., **WITH** Exclusive Right to use the Open Terrace adjoining the said Apartment containing an area of _____ sq. ft., be the same a little more or less on the _____ **Floor** of the **Block No.** _____ of the Project to be known as **“WHITE MEADOWS”** together with right to park _____ car at the open/covered (dependent or independent) or multi-level mechanical parking space/s in the ground floor level **being no.** _____ situated within the said Project more fully and particularly described in **Part-I** of the **Second Schedule** here under written and together with the prorata share in the Common Areas and the Common Installations to be used in common with the other Purchaser(s) and Together with the said Share;
- (d) **ARCHITECT** – shall mean such person or persons who may be appointed by the Developer as the Architect for the said Project;
- (e) **ASSOCIATION** – shall mean an Association of Purchasers in the Project duly formed by the Promoter under the provisions of West Bengal Apartment Ownership Act, 1972 or any other similar Act applicable thereto;
- (f) **BUILDING / NEW BUILDING** - shall mean the new residential buildings under construction at the said Land for the time being, the complex being named **“NAUTICAL”**, containing several independent and self contained flats/apartments, parking spaces and other constructed areas;
- (g) **CARPET AREA** - shall according to its context mean the net usable floor area of a Apartment excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah or open terrace area,

but including the area covered by the internal partition walls of the Apartment.

- (h) **COMMON AREAS AND INSTALLATIONS** - shall mean and include the areas, as mentioned in the **Third Schedule** hereunder written;
- (i) **COMMON MAINTENANCE EXPENSES** - shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas and Common Installations and for rendition of common services in common to the Purchasers as mentioned in the **Fourth Schedule** hereunder written and all other expenses for the Common Purpose to be contributed, borne, paid and shared by the Purchaser(s);
- (j) **COMMON PURPOSES** - shall mean and include the purpose of managing, maintaining and up keeping the said Project as a whole in particular the Common Areas, Common Installations, rendition of common services in common to the Purchasers, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the Purchasers and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments exclusively and the Common Areas, Common Installations of the Building and the Project in common.
- (k) **CO-TRANSFEREES** - shall mean all the buyers/owners who for the time being have either completed the purchase of any Apartment or have agreed to purchase any Apartment in the Complex and have taken possession of such Apartment and for all unsold Apartment, the Promoter.
- (l) **MAINTENANCE-IN-CHARGE** - shall mean upon the formation of the Association and its taking charge of the acts relating to the Common Purposes from the Promoter mean the Association and till such time the Association is formed and takes charge of the acts relating to the Common Purposes, shall mean the Promoter.
- (m) **PLAN** - shall mean the sanctioned plan of Rajpur- Sonarpur Municipality having Building Permit No.201/Rev/CB/25/28 dated 6th November, 2017, duly sanctioned by the Rajpur-Sonarpur Municipality for construction of residential Project comprising of 8 numbers of G + 5 , 1 number of G + 4 and 3 numbers of G + 7 storied building blocks consisting of self contained independent apartments and the car parking spaces whether open or covered within the said Project and the Common Areas and Common Facilities and Amenities thereto upon the said Land or on the part thereof to be known as **“WHITE MEADOWS”**.
- (n) **PROJECT/COMPLEX** - shall mean the residential building complex to be known as **“WHITE MEADOWS”** comprising of 8 numbers of G + 5 , 1 number of G + 4 and 3 numbers of G + 7 storied building blocks consisting of self contained independent apartments and the car parking spaces

whether open or covered within the complex and the Common Areas, Common Facilities and Amenities to be constructed by the Developer in terms of the Plan on the said land or on the part thereof.

- (q) **RULES** - means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- (r) **REGULATIONS** - means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- (s) **SAID LAND** - shall mean **ALL THAT** the piece and parcel of land containing an area of 310 decimal, be the same a little more or less, lying situate at Mouza Dhamaitala, J.L. No.75, R.S. Dag No. 39, 40, 41, 42, 43 (P), 46, 56, 60, 61, 62, 64, 63, 59, 58 and 55 corresponding to L.R. Dag Nos. 27, 44, 45, 46, 47 (P), 49, 50, 51, 52, 53, 58, 59, 60, 62 and 63 respectively, under L.R. Khatian Nos.706, 707, 708, 709, 711, 710, 712, 713, 678, 717, 679, 714, 675, 716, 676, 722, 681, 718, 677, 719, 680, 721, 674 and 720 respectively, Holding No.1529 Dwarir Road, Police Station Sonarpur, Ward No.25, Kolkata 700 151 within the limits of Rajpur-Sonarpur Municipality, District South 24 Parganas, more fully and particularly described in the **Part III** of the **First Schedule** hereunder written.
- (t) **SAID SHARE** – shall mean prorata undivided indivisible impartible share in the said land in the Project attributable to the apartment agreed to be purchased hereunder by the Purchaser(s).
- (u) **SECTION** - means a section of the Act.
- (v) **SERVICE INSTALLATIONS** - shall comprise of sewers, drains, channels, pipes, water courses, gutters, main wires, cables, conduits, aerials, tanks, and soak ways and any other apparatus for the supply of water, electricity, telephone or television signals or for the disposal of foul or surface water.
- (w) **SPECIFICATION** – shall mean the specification for the said Apartment as mentioned in the **Part II** of the **Second Schedule** hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect.

All other words if defined in the said Agreement for Sale shall have the same meaning hereunder.

NOW THIS INDENTURE WITNESSETH that in pursuant of the said agreement and in consideration of the aforesaid sum of **Rs. _____/- (Rupees _____ only)** of the lawful money of the Union of India well and truly paid by the Purchaser(s) to the Promoter (the receipt whereof the Promoter doth hereby as also by the receipt hereunder written admit and acknowledge and of and

from the same and every part thereof forever acquit, release and discharge the Purchaser(s) and the said Apartment) the Owners do and each of them doth hereby grant, transfer, convey, assign and assure and the Promoter doth hereby confirm and assure unto and in favour of the Purchaser(s) **All That the Apartment No. _____** containing a carpet area of _____ sq. ft., type _____ BHK, **WITH** Exclusive balcony area of _____ sq feet, **WITH** Exclusive Right to use the Open Terrace adjoining the said Apartment containing an area of _____ Square Feet , be the same a little more or less on the _____ **Floor** of the **Block No. _____** of the Project to be known as **“White Meadows”** shown and delineated in the map or plan annexed hereto, being **Annexure "A"** duly bordered in colour **RED** together with right to park _____ car at the open/covered (dependent or independent) or multi-level mechanical parking space/s in the ground floor level **being no. _____** situated within the said Project shown and delineated in the map or plan annexed hereto, being **Annexure "B"** duly bordered in colour **GREEN** thereon, hereinafter collectively referred to as the **“said Apartment”**, more fully and particularly described in the **Part I** of the **Second Schedule** hereunder written and **WITH** pro rata share in the common areas of the said Project along with the right to enjoy the Common Installation more fully and collectively mentioned in the **Third Schedule** hereto, absolutely and forever free from all encumbrances, charges, liens, attachments, trusts, whatsoever or howsoever **AND TOGETHER WITH** the right to use the common areas, common installations in common with the Owners/Promoter, Co-Transferees and the other Owners and the other lawful occupants of the Complex/Project **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 hereby sold, transferred and conveyed and every part or parts thereof unto and to the use of the Purchaser(s).

II. AND THE OWNERS AND THE PROMOTER DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE PURCHASER(S) as follows:-

- a) Notwithstanding any act deed matter or thing whatsoever by the Owners/Promoter done or executed or knowingly suffered to the contrary the Owners/Promoter are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to Said Apartment hereby granted sold conveyed, transferred, assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.
- b) Notwithstanding any act deed or thing whatsoever done as aforesaid the Owners/Promoter now have good right full power and absolute authority to grant convey transfer sell and assign all and singular the Said Apartment hereby conveyed transferred or expressed so to be unto and to the use of the Purchaser(s) in the manner as aforesaid.

c) The said Apartment hereby granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments leases or trust made or suffered by the Owners/Promoter or any person or persons having or lawfully or equitably claiming any estate or interest thereon through under or in trust for the Owners/Promoter.

d) The Purchaser(s) shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Apartment and receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Owners/Promoter or any person or persons having or lawfully or equitably claiming as aforesaid.

e) The Purchaser(s) shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates, charges, encumbrances liens, attachments, or trust or claims and demands whatsoever created occasioned or made by the Owners/Promoter or any person or persons lawfully or equitably claiming as aforesaid.

f) **AND FURTHER THAT** the Owners/Promoter and all persons having or lawfully or equitably claiming any estate or interest in the Said Apartment or any part thereof through under or in trust for the Owners shall and will from time to time and at all times hereafter at the request and cost of the Purchaser(s) make do and execute or cause to be made done and executed all such further lawful acts deeds or things whatsoever for further better or more perfectly assuring the Said Apartment unto and to the use of the Purchaser(s) in the manner as aforesaid as shall or may be reasonably required.

g) The Owners/Promoter have not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and whereunder the Said Apartment hereby granted transferred and conveyed or expressed so to be or any part thereof is can or may be impeached encumbered or affected in title or otherwise.

III. AND THE PURCHASER(S) SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID APARTMENT HEREBY CONVEYED HEREBY COVENANT WITH THE OWNERS AND THE PROMOTER as follows:-

a) to co-operate with the Maintenance In charge in the management and maintenance of the Complex/Project and other Common Purposes and formation of the Association.

b) to observe and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the Complex/Project and in particular the Common Areas, Common Installations and other common purposes.

c) to use the Apartment only for residential purpose in a decent and respectable manner and for no other purpose.

d) unless the right of parking motor car is expressly granted and mentioned in the Part I of the Third Schedule hereunder written, the Purchaser(s) shall not park any motor car or any other vehicle at any place in the Complex/Project and if the right to park car is so expressly granted and mentioned in the Third Schedule the Purchaser(s) shall use the Car Parking Space only for the purpose of parking of their medium sized motor car.

e) not to keep in the car parking space anything other than private motor car and shall not raise or put up any kutchra or pucca structure grilled wall or enclosure thereon or part thereof and shall keep it always as is where as before. Not to make dwelling or staying of any person in the car parking space or blocking by putting any articles.

f) not to use any part of the Complex/Project or other Common Areas, Common Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Co-transferees.

g) to use the Common Areas only to the extent required for ingress to and egress from the Apartment of men and materials and passage of utilities and facilities.

h) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobby, landings etc., free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things or allow anyone to sleep or rest therein or thereat or in any other Common Areas of the Complex/Project.

i) not to claim any right whatsoever or howsoever over any other Apartment or portion in the Building Block/Project save the Apartment.

j) not to make or permit to make any disturbing noises in the Complex/Project or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other co-transferees. No Occupier shall play upon or suffer to be played upon instrument or permit to be operated a phonograph or radio or television or loud speaker or music system in such Apartment if the same shall cause disturbance or annoyance to the other occupants of the Building Block. No

Purchaser(s) shall give vocal or instrumental instruction at any time in order to reduce sound emanating from any Apartment.

k) not to put any nameplate or letter box or neon-sign or board or signage in the Common Areas or on the outside wall of the Building Block save a letter-box in the ground floor at the designated place as be expressly approved or provided by the Promoter and a decent nameplate or signage outside or above the main gate of the Apartment. It is hereby expressly made clear that in no event the Purchaser(s) shall open out any additional window or any other apparatus protruding outside the exterior of the Apartment.

l) no bird or animal shall be kept or harboured in the common areas of the Complex. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Complex/Project unless accompanied.

m) not to alter the outer elevation of the Building Block or any part thereof nor decorate the exterior of the Building Block otherwise than in the manner agreed by the Maintenance in-charge in writing or in the manner as near as may be in which it was previously decorated and to maintain at all times the Promoter's logo at the main gate of the Complex/Project.

n) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste or spit in the staircase, lobby, lifts, landings, pathways, passages or in any other Common Areas, Common Installations or in any other portion of the Complex/Project nor into lavatories, cisterns, water or soil pipes serving the Building Block nor allow or permit any other Co-transferee to do so.

o) not to commit or permit to be committed any alteration or changes in the main structures, beams, pillars, pipes, conduits, cables and other fixtures and fittings serving the other Apartments in the Building Block.

p) to keep the Apartment and party walls, sewers, drains, pipes, cables, wires, entrance and main entrance serving any other Apartments in the Building Block/Project in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Apartments/parts of the Building Block and not to do or cause to be done anything in or around the Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Apartment. In particular and without prejudice to the generality to the foregoing, the Purchaser(s) doth hereby covenant that the Purchaser(s) shall not make any form of alteration in the beams and columns passing through the Apartment or the Common Areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.

- q) not to let out transfer or part with possession of the Car Parking Space, if the right of parking of car is granted hereunder, independent of the Apartment nor vice versa, with the only exception being that the Purchaser shall be entitled to let out transfer or part with possession of the parking space independent of the Apartment to any other Co-transferee of the Building Block/Project and none else.
- r) not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral act deed or activity in or through the Apartment.
- s) maintain at their own costs, the Apartment in the same good condition state and order – clean, hygienic and tidy and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act, 1950 and the rules made thereunder) of the Government, Rajpur Sonarpur Municipality, WBSEDC Ltd., and/or any statutory authority and/or local body with regard to the user and maintenance of the Apartment as well as the user operation and maintenance of the lifts, Generator, water, common electricity, drainage, sewerage and other installations and amenities including the Promoter's logo at the Complex/Project and to make such additions and alterations in or about or relating to the Apartment and/or the New Building as be required to be carried out by them or any of them, independently or in common with the other Co-transferees as the case may be without holding the Owners/Promoter in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Owners/Promoter saved, harmless and indemnified from and against all loss damage costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non-compliance, non performance, default or negligence on the part of the Purchaser(s).
- t) to apply for and obtain at their own costs separate assessment and mutation of the Apartment in the records of Gram Panchayat/Zilla parishad or the concerned authority and the Owners/Promoter shall give their consent for the same.
- u) to keep all the pipes, drains, basins, sinks and water closets, if any, in the said Apartment clean and unblocked and bear and pay all expenses relating thereto including the salaries of the cleaners, if employed by them.
- v) to collect and/or to remove all refuse or rubbish whatsoever from the said Apartment daily and to deposit the same in approved refuse bins receptacles or containers as may be directed from time to time at such specified places by the Maintenance In-charge, the Ministry of Environment and/or any competent authority or organization.

w) to collect and throw all refuse, rubbish, scrap, tins, bottles, boxes, containers of all kinds and article that are to be disposed of into the proper bins, receptacles or containers to be provided therefor and not to throw the same from through or over the windows or any part of the Apartment.

x) not to affix, erect, attach, paint, exhibit or permit or suffer so to be upon any part of the exterior of the Apartment or any part of the Building Block/Project any placard, poster, notice, advertisement, name or sign or television or wireless mast or aerial or any other thing whatsoever save and except such as shall have been previously approved in writing by the Maintenance-In-Charge.

y) not to change or in any way, vary the frontage or the entrance door of the Apartment approved by the Owners/Promoter or Maintenance-In-Charge for access to the Apartment or in any way to cut or alter the entrance door without first having obtained the written consent of the Owners/Promoter or Maintenance-In-Charge, which shall not to be unreasonably withheld.

z) not to load or permit or suffer to be loaded at any time on any part of the floors or structures of the Apartment any weight greater than its load bearing capacity or as the Maintenance-In-Charge may from time to time prescribe or any weight which will cause undue strain and not to install any equipment or machinery which shall be unduly noisy or cause dangerous vibration or be a nuisance to the other occupants of the Building Block/Project.

aa) not do or permit or suffer to be done anything whereby the policy or policies of insurance on the Complex/Project or the Apartment against loss or damage by fire or policies of insurance on the New Building or the Apartment against loss or damage by fire or other risks may be rendered void or violable or whereby the rate of premium thereon may be increased and to make good all damage suffered by Maintenance in-charge and to repay to Maintenance in-charge on demand all sums paid by Maintenance-In-Charge by way of increased premiums and all other expenses relating to the renewal of such policy or policies rendered necessary by a breach or non-observance of this covenant without prejudice to any other rights of Maintenance-In-Charge.

bb) if required under the applicable laws, to insure and keep insured the Apartment against any claims loss liabilities or other risks arising from public or any third parties under a Public Liability Policy with an insurance company and to pay all premiums necessary for that purpose and to deliver to the Maintenance In-charge on demand the policy of such insurance and the receipts for the premiums so paid, from the Date of Commencement of Liability, which insurance shall include a Cross-Indemnity Clause and if the Purchaser(s) at any time fail(s) to keep the Apartment insured as aforesaid, Maintenance-In-Charge may do all things necessary to effect

and maintain such insurance and any money expended for that purpose shall be repaid by Purchaser(s) to Maintenance-In-Charge. Maintenance-In-Charge and/or the respective holders of areas in rest of the building shall insure their respective areas such policy shall include similar cross indemnity clause covering the Purchaser(s) for similar risks from the third party liabilities arising from the other parts of the Complex/Project.

cc) to be solely responsible for all their equipment and other property at the Apartment.

dd) not to place or take into the lifts without the prior approval of Maintenance-In-Charge any baggage, furniture, heavy articles or other goods.

ee) to comply with, obtain and keep valid and subsisting all requisite permissions, licenses, registrations and approvals, including but not limited to, those under the Municipal Laws, Local Laws, Labour Laws, Environmental Laws, as are applicable for the use of the Apartment for selling of or dealing with the products or rendition of the services from the Apartment. As and when called upon to do so, the Purchaser(s) shall produce before the Maintenance In-charge, all such permissions and licenses and if the Maintenance In-charge is not satisfied and require of the Purchaser(s) to obtain such other or further permissions or licenses from such authorities, the Purchaser(s) shall forthwith cause to obtain such permissions or licenses.

ff) to permit the Promoter or Maintenance in-charge and their surveyors or agents with all necessary workmen and appliances at all reasonable times and without previous notice in writing to the Purchaser(s) to enter upon the Apartment and every part thereof to view the state and condition thereof and to execute repairs, alterations on any adjoining Apartment of all defects, decays and want of repairs there found.

gg) to fix or install air conditioners only at the designated place within the Apartment and not elsewhere.

hh) to operate the cooling or ventilation equipment in the Apartment in accordance with the regulation made by the Promoter or Maintenance in-charge from time to time.

ii) not to play or use at the Apartment any equipment that is audible in the common parts or outside the Building Block/Project.

jj) not to violate any provision of the Prevention of Cruelty to Animals Act, 1960 within the Complex/Project.

kk) If any dispute relating to the Apartment arises by and between the Purchasers and the other occupiers of the other parts of the Building Block/Project such disputes and differences shall be adjudicated by the Owners/Promoter or the Maintenance-In-Charge alone whose decision shall be final and binding.

ll) No television aerial or other any other aerial shall be attached to or hung from the exterior of the Building Block. Further no antenna or aerial is also allowed to be installed on the roof.

mm) From the date of execution of this Indenture the Purchaser(s) shall bear, pay and discharge exclusively the following expenses and outgoings :-

i) Municipal rates and taxes and water tax, if any, assessed on or in respect of the Apartment directly to the Gram Panchayat/Zilla parishad or the concerned authority Provided That so long as the Apartment is not assessed separately for the purpose of such rates and taxes, the Purchaser(s) shall pay to the Promoter or Maintenance-In-Charge proportionate share of all such rates and taxes assessed on the Complex/Project.

ii) All other taxes including GST if payable by the Maintenance-In-Charge, impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of the Apartment or the Complex/Project as a whole and whether demanded from or payable by the Purchaser(s) or the Promoter or Maintenance in-charge, the same shall be paid by the Purchaser(s) wholly in case the same relates to the Apartment and proportionately in case the same relates to the Complex/Project as a whole.

iii) Electricity charges for electricity consumed in or relating to the Apartment to the Promoter or the Maintenance-In-Charge based on the reading shown in the sub-meter provided for the Apartment at the rate at which the Promoter or the Maintenance-In-Charge shall be liable to pay the same to WBSEDC Ltd.

iv) Transmission loss charges for electricity required to be paid or incurred by the Developer or Maintenance in-charge proportionately. The said charges would be calculated and/or decided by the Developer or Maintenance-In-Charge and the decision of the Developer or Maintenance-In-Charge shall be final and binding on the Purchaser.

v) The recurring charges towards running and operation of the Generator to be calculated in the manner following:-

- Fuel charges on the basis of the KWH meter and the applicable fuel rates;

- Annual Maintenance Contract and monthly running and maintenance charges on the basis of the monthly rates.
- Proportionate share of expenses of capital nature to be incurred/likely to be incurred by the Developer or the Maintenance-In-Charge on account of major repairs, replacement etc., of such generator.
- Government duty at applicable rates on alternate generation of power.

vi) The proportionate share of expenses of capital nature as be incurred/likely to be incurred by the Developer or the Maintenance-In-Charge on account of major repairs, replacement etc., of such Generator etc.;

vii) The proportionate share of all Common Expenses (including those mentioned in the Fourth Schedule hereunder written) payable to the Developer or the Maintenance in-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser shall pay to the Developer or the Maintenance-In-Charge the maintenance charges calculated on actual basis per square feet per month of the Super Built-up Area of the Unit. The said rate shall be subject to revision from time to time as be deemed fit and proper by the Developer or the Maintenance-In-Charge at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services upon reasonable prior notice to the Purchaser.

viii) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by WBSEDCL, from its consumers for the delay in payment of its bills).

mm) Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within the seventh day of the month for which the same be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Owners/Promoter or the Maintenance in-charge. The bills and demands for the amounts payable by the Purchaser shall be deemed to have been served upon the Purchaser, in case the same is left, in the Unit or in the letter box in the ground floor of the Building Block earmarked for the Unit.

nn) For the purposes of these presents any act, default or omission of the servants, agents, independent contractors and invitees of the Purchaser shall be deemed to be the act, default or omission of the Purchaser.

oo) Except the immediate preceding sub-clause, these house rules may be added to, amended or repealed at any time by the Promoter and after formation of the Association by the Association.

pp) not to disturb and/or uninstall ever in future the Promoter's logo "VINAYAK" placed on the main gate and the ultimate roof of the new building at the said land and to maintain the same in proper order and manner.

qq) not to raise any objection if the Promoter may extend the Project to any contiguous land in any side in future wherein all the provisions of common facilities such as roads, gates, drainage, ingress and egress, sewerage, underground reservoir, pumps, club, gym, community hall, playgrounds and other amenities shall or may be part of a common integrated development.

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

a) If before formation of the Association, any dispute relating to the said Apartment arises by and between the Purchaser(s) and the other occupiers of the other parts of the Complex/Project such disputes and differences shall be adjudicated by the Promoter alone whose decision shall be final and binding. The Promoter might authorize the Maintenance-In-Charge to solve the said dispute. After the Association is formed, the same should be adjudicated by the Association alone.

b) Until the expiry of three months of a notice in writing given by the Promoter to the Purchaser(s) and the other co-transferees to take over charge of the acts relating to common purposes, the Promoter shall be the Maintenance-In-Charge and look after the common purposes and the Purchaser(s) undertake to regularly and punctually pay to the Promoter or its nominee the maintenance charges and other amounts payable by the Purchaser(s) herein.

c) So long the Promoter is the Maintenance-In-Charge, the Purchaser(s) shall not hold the Maintenance-In-charge liable for rendering any accounts or explanation of any expenses incurred by the Maintenance In-charge in its acts relating to the Common Purposes nor shall the Purchaser(s) be entitled to hold the Promoter responsible to furnish any accounts, vouchers, bills, documents etc. in any manner and the Purchaser(s) as well as the Association shall remain liable to indemnify and keep indemnified the Promoter for all liabilities due to non-fulfillment of their respective obligations contained herein by the Purchaser(s) and/or the Association.

d) The notice contemplated hereinabove may be given by the Promoter at its sole discretion upon transfer of all the Apartments in the Complex/Project to the Co-transferees or, earlier, and immediately upon receipt of such notice, the Purchaser(s)

along with the other Co-transferees shall at their own costs and expenses and in a lawful manner form the Association for the common purposes with the Co-transferees as shareholders or members, as the case may be, thereof and each shareholder or member shall have voting rights in such Association equivalent to one vote per Apartment, it being clarified that in case there be more than one Purchaser of one Apartment even then only one of such Purchaser who is nominated amongst them shall be entitled to have voting rights appertaining to their Apartment.

e) The Purchaser(s) and the other Co-transferees shall sign and execute all papers, documents and applications for the purpose of formation of the Association and to do all the necessary acts deeds and things and the Promoter shall not in any manner be responsible and liable therefor except that in the event, the Promoter shall retain any Apartment, it shall also become a shareholder or member of the Association, as the case may be.

f) Upon formation of the Association, the Promoter shall transfer to the Association all their rights responsibilities and obligations with regard to the common purposes (save those expressly reserved by the Promoter hereunder or so intended to be or so desired by the Promoter hereafter) whereupon only the Association shall be entitled thereto and obliged therefor, it being expressly agreed and clarified that in case on the date of expiry of the notice period specified hereinabove, the Association is not formed then all such rights responsibilities and obligations with regard to the common purposes shall be deemed as on such date to have been transferred by the Promoter to all the Co-transferees for the time being of the Complex/Project without any further act on the part of the Promoter and whereupon only the Co-transferees shall be entitled thereto and obliged therefor. All reference to the Promoter herein with regard to the common purposes shall henceforth be deemed to be reference to the Association or the Co-transferees as the case may be.

g) At the time of handing over the charge to the Association or to the Co-transferees as the case may be the Promoter shall also transfer the residue then remaining of the deposit made by the Purchaser(s) hereinabove after adjusting all amounts then remaining due and payable by the Purchaser(s) and the amounts thus transferred shall be held by the Association or the Co-transferees to the Account of the Co-transferees respectively for the purpose thereof and the Purchaser(s) and the other Co-transferees and the Association shall remain liable to indemnify the Promoter for all liabilities due to non fulfillment of its obligations by the Purchaser(s) and/or the other Co-transferees and/or the Association and also for all liabilities claims and demands arising in course of the maintenance management upkeep and administration of the Complex/Project by the Association and/or Co-transferees (including those on account of loss of life or property due to operation and maintenance of lifts and/or other installations in the Building Block/Project).

h) The rules and regulations and/or bye laws of the said Association shall not be inconsistent herewith.

i) In the event of the Purchaser(s) failing and/or neglecting or refusing to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by the Purchaser(s) under these presents within a period of seven days from the date on which such sum becoming due or payable and/or in observing and performing the covenants terms and conditions of the Purchaser(s) hereunder, then without prejudice to the other remedies available against the Purchaser(s) hereunder, the Purchaser(s) shall be liable to pay to the Promoter or the Maintenance-In-Charge or the Association interest at the rate of 12% per annum and without prejudice to the aforesaid, the Maintenance-In-Charge shall be entitled to:

(a) Disconnect the supply of electricity to the Apartment.

(b) Withhold and stop all other utilities and facilities (including lifts, Generator, etc.) to the Purchaser(s) and his/her servants, visitors, guests, tenants, licenses and/or to the Apartment.

(c) To demand and directly realise rent and/or other amounts becoming payable to the Purchaser(s) by any tenant or licensee or other occupant in respect of the Apartment.

j) Until the appointment of Maintenance-In-Charge by the Promoter, the Promoter shall be the Maintenance-In-Charge and look after the Common Purposes and the Purchaser(s) undertake(s) to regularly and punctually pay to the Promoter or its nominee or Maintenance-In-Charge the maintenance charges and other amounts payable by the Purchaser(s) hereunder.

k) The Purchaser(s) shall observe the covenants as be deemed reasonable by the Promoter or the Maintenance-In-Charge from time to time for the common purposes.

l) For the purposes of these presents any act, default or omission of the servants, agents, independent contractors and invitees of the Purchaser(s) shall be deemed to be the act, default or omission of the Purchaser(s).

m) The proportionate share of the Purchaser(s) in various matters referred herein shall be such as be determined by the Promoter and the Purchaser(s) shall accept the same notwithstanding there being minor variations therein for the sake of convenience.

n) Save the said Apartment the Purchaser(s) shall have no claim nor shall claim any right whatsoever or howsoever over and in respect of other Apartments and

spaces or constructed areas or Car Parking Spaces at the Complex/Project and the Owners/Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Owners/Promoter in their absolute discretion, shall think fit and proper and the Purchaser(s) hereby consent to the same and agree not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Owners/Promoter exclusively.

o) The undivided share in the land below and underneath the Building Block and the said land comprised in the Complex hereby sold and transferred and attributable to the Said Apartment shall always remain indivisible and impartible.

**THE FIRST SCHEDULE ABOVE REFERRED TO:
(PART I)
(SAID 1ST LAND)**

ALL THAT the piece and parcel of Bastu land containing an total area of 213 decimals, be the same a little more or less, lying situate at Mouza Dhamaitala, J.L. No.75, R.S. Dag Nos. 39, 40, 41, 42, 46, 55, 56, 58, 59, 60, 61, 62, 63 and 64 corresponding to L.R. Dag Nos. 27, 44, 45, 46, 49, 63, 50, 62, 60, 51, 52, 53, 58 and 59, under L.R. Khatian Nos.706, 707, 708, 709, 711, 710, 712 and 713, part of Holding No.1529 Dwarir Road, Police Station Sonarpur, Ward No.25, Kolkata 700 151 within the limits of Rajpur-Sonarpur Municipality, District South 24 Parganas comprised in the following manner

Sl. No.	R.S. Dag no.	L.R. Dag no.	Area (Decimal)
1	39	27	75
2	40 (P)	44 (P)	15
3	41	45	10
4.	42	46	2
5.	46	49	10
6.	56	50	33
7.	60	51	8
8.	61	52	5
9.	62	53	8
10.	64	58	10
11.	63	59	9
12.	59	60	11
13.	58	62	14
14.	55 (P)	63 (P)	3
Total			213

and butted and bounded as follows:

- ON THE NORTH** : By R.S. Dag Nos.67 and 68;
- ON THE SOUTH** : By 38 Feet wide Dwarir Road and R.S. Dag Nos.43 and 55 (P);
- ON THE EAST** : By R.S. Dag Nos.46 (P), 54, 55 (P) and 65;
- ON THE WEST** : By R.S. Dag Nos.9, 10, 11, 33, 34, 40 (P), 36, 37 and 38.

(PART II)
(SAID 2ND LAND)

All That the piece and parcel of Bastu land measuring 97 decimal, be the same a little more or less, lying situate at Mouza Dhamaitala, J.L. No.75, R.S. Dag Nos.43, 46 and 55 corresponding to L.R. Dag Nos.47, 49 and 63 respectively, under L.R. Khatian Nos. 678, 717, 679, 714, 675, 716, 676, 722, 681, 718, 677, 719, 680, 721, 674 and 720, Post Office Dakshin Jagaddal, Police Station Sonarpur, Ward No.25 of Rajpur-Sonarpur Municipality, part of Holding No.1529 Dwarir Road, Kolkata 700 151, in the District of South 24 Parganas comprised in the following manner:-

Sl. No.	R.S. Dag no.	L.R. Dag no.	Area (Decimal)
1	43 (P)	47 (P)	29
2	46 (P)	49 (P)	36
3	55 (P)	63 (P)	32
Total			97

and butted and bounded as follows:

- ON THE NORTH** : By R.S. Dag Nos.43 (P), 57 and 58;
- ON THE SOUTH** : By 30 feet wide Dwarir Road;
- ON THE EAST** : By R.S. Dag Nos.44, 45, 47, 53 and 54;
- ON THE WEST** : By R.S. Dag Nos.43 (P), 46 (P) and 55 (P).

(PART III)
(SAID LAND)

ALL THAT the piece and parcel of land containing an area of 310 decimal, be the same a little more or less, lying situate at Mouza Dhamaitala, J.L. No.75, R.S. Dag No. 39, 40, 41, 42, 43 (P), 46, 56, 60, 61, 62, 64, 63, 59, 58 and 55 corresponding to L.R. Dag Nos. 27, 44, 45, 46, 47 (P), 49, 50, 51, 52, 53, 58, 59, 60, 62 and 63 respectively, under L.R. Khatian Nos.706, 707, 708, 709, 711, 710, 712, 713, 678, 717, 679, 714, 675, 716, 676, 722, 681, 718, 677, 719, 680, 721, 674 and 720

respectively, Holding No.1529 Dwarir Road, Police Station Sonarpur, Ward No.25, Kolkata 700 151 within the limits of Rajpur-Sonarpur Municipality, District South 24 Parganas comprised in the following manner:-

Sl. No.	R.S. Dag no.	L.R. Dag no.	Area (Decimal)
1	39	27	75
2	40 (P)	44 (P)	15
3	41	45	10
4.	42	46	2
5.	46	49	46
6.	56	50	33
7.	60	51	8
8.	61	52	5
9.	62	53	8
10.	64	58	10
11.	63	59	9
12.	59	60	11
13.	58	62	14
14.	55	63	35
15.	43 (P)	47 (P)	29
Total			310

**THE SECOND SCHEDULE ABOVE REFERRED TO:
(PART I)
(SAID APARTMENT)**

All That the **Apartment No.**____ containing a carpet area of ____ sq. ft., type ____ BHK, **WITH** Exclusive balcony area of ____ sq. ft., **WITH** Exclusive Right to use the Open Terrace adjoining the said Apartment containing an area of ____ sq. ft., be the same a little more or less on the ____ **Floor** of the **Block No.**__ of the Project to be known as “**WHITE MEADOWS**” together with right to park ____ car at the open/covered (dependent or independent) or multi-level mechanical parking space/s in the ground floor level **being no.**____ situated within the said Project now in course of construction on the said Land **TOGETHER WITH** the proportionate share in all common areas as permissible under law.

**(PART II)
(SPECIFICATIONS OF THE APARTMENT)**

Living / Dining / Lobby / Passage	
Floor	Vitrified Tiles

Walls & Ceiling	Wally Putty
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Bedrooms	
Floor	Vitrified Tiles in Bedrooms
Walls	Wally Putty

Kitchen	
Walls	Rectified Joint Free tiles up to 2'- 0" on counter walls and wash areas, Wally Putty
Floor	Tiles.
Counter	Granite Counter.
Fitting / Fixtures	Stainless Steel Sink with reputed make fittings.

Bathrooms	
Walls & Floor	Walls – Joint Free Rectified tiles, Floor - Anti Skid Ceramic tiles
Sanitary Ware / CP Fittings	Reputed sanitary ware and fittings
Doors & Windows	
Entrance Doors	Decorated Flush Doors

Internal Doors	Flush Doors.
Windows	Sliding Aluminium windows.

Electrical	
Modular switches with copper wiring	
Power Backup	For common areas
Apartment Type	Power Backup at extra cost

Lobby	
Entrance Lobby	Exquisitely designed at ground floor
Lift	Lift of reputed make

CCTV, Intercom Facility,	
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**THE THIRD SCHEDULE ABOVE REFERRED TO:
(THE COMMON AREAS AND INSTALLATION COMMON TO THE CO-OWNERS)**

1. Entrance lobby in the ground floor of the Block.
2. Staircase of the New Building along with their full and half landings with stair cover on the ultimate roof.
3. Lift with lift shaft and the lobby in front of it on typical floors.
4. Stand-by diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, for operation of lifts and pump and for supply of power in the said Unit to the extent of quantum mentioned herein and/or in the other Units during power failure and generator room in the ground floor of the Complex.
5. Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter(s) and meter

room in the ground floor of the New Building.

6. Water pump and pump rooms with motor and with water supply pipes to overhead water tank and with distribution pipes therefrom connecting to different Units of the Complex.

7. Paths, passages and driveways in the said Premises other than those reserved by the Vendor or earmarked or intended to be reserved for parking of motor cars, two wheelers and/or other vehicles (including for setting up and/or installation of Multi Level Car Parking thereat) for its own exclusive use and enjoyment and/or for transfer thereof to the Co-owners of the Building or else; and/or for installation of various common installations thereat; and/or earmarked by the Vendor for use of any Co-owner.

8. Underground water reservoir for municipal/underground water with a pull on pumps installed thereat for the Complex.

9. Sewerage treatment Plant.

10. Space for Water treatment plant

11. Common bathroom with W.C. and common toilets in ground floor of the Complex.

12. Room for darwan/security guard, caretaker, toilet in the ground floor of the Complex.

13. Boundary walls of the said entire land.

14. Well Equipped AC Multi Gym.

15. AC Community hall.

16. Multipurpose Court.

17. Swimming Pool.

18. Mini Theatre.

19. Library.

20. Toddler's room.

21. Yoga room.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:
(COMMON MAINTENANCE EXPENSES)**

1. **MAINTENANCE** : All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure, gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Complex and enjoyed or used by the Purchaser(s) in common with other occupiers or serving more than one Unit and main entrance and exit gates, landings and staircases of the Complex/ Building Block and enjoyed by the Purchaser(s) or used by him/her/it/them in common as aforesaid and the boundary walls, compounds etc. of the Complex. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the Complex so enjoyed or used by the Purchaser(s) in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL** : All expenses for running and operating all machinery, equipments and installations comprised in the common areas and installations (including lift, water pump with Motor, Generator etc.) and also the costs of repairing, renovating and replacing the same.
3. **STAFF** : The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, clerk, sweepers, liftman etc.) including their bonus and other emoluments and benefits.
4. **ASSOCIATION**: Establishment and all other expenses of the Association and also similar expenses of the Developers or any agency looking after the common purposes, until handing over the same to the Association.
5. **TAXES** : Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the Complex (save those assessed separately in respect of any).
6. **INSURANCE** : Insurance premium for insurance of the Complex and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES**: Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES**: Creation of funds for replacement of funds for replacement, renovation and/or other periodic expenses.
9. **OTHER**: All other expenses and/or outgoings including litigation expenses as are incurred by the Developer and/or the Association for the common purposes.

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

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

1.

2.

SIGNED SEALED AND DELIVERED by the **CONFIRMING PARTIES** at Kolkata in the presence of:-

SIGNED SEALED AND DELIVERED by the **PROMOTER/DEVELOPER** at Kolkata in the presence of:-

1.

2.

SIGNED AND DELIVERED by the **PURCHASER(S)** at Kolkata in the presence of:-

1.

2.

Drafted by,

MEMO OF CONSIDERATION

R E C E I V E D of and from the within-named Purchaser(s) the within-mentioned sum of **Rs.** _____ **/- (Rupees _____ only)** being the full consideration money for sale of the Apartment described in the **Part I** of the **Second Schedule** written herein above, by way of various cheques/RTGS/NEFT of different dates.

WITNESSES :

1.

2.

Signature of the PROMOTER/DEVELOPER

DATED THIS DAY OF 2018
#####

B E T W E E N

NIRMAL SACHDEV & OTHERS
... OWNERS

A N D

AKASH SACHDEV & OTHERS
... CONFIRMING PARTIES

AND

PS VINAYAK VENTURES
... PROMOTER

A N D

... PURCHASER(S)

I N D E N T U R E
WHITE MEADOWS

**VICTOR MOSES & CO.
SOLICITORS & ADVOCATES,
6, OLD POST OFFICE STREET,
KOLKATA 700 001**