

**T0832h**

**THIS INDENTURE** made this the \_\_\_\_ day of \_\_\_\_\_ Two  
Thousand Eighteen

**BETWEEN (1) BRATATI MUKHOPADHYAY**, having **PAN AESPM6897F**, having Aadhaar Number 8845 1330 7107, having Mobile Number 7044177984, wife of Late Ashutosh Mukhopadhyay, **(2) SIDDHARTHA MUKHERJEE**, having **PAN AIFPM4138C**, having Aadhaar Number 9039 4119 6665, having Mobile Number 9830798005, son of Late Ashutosh Mukhopadhyay, both are residing at 119, Bhupen Roy Road, Post Office and Police Station Behala, Kolkata 700 034, **(3) PHOBOS TOURS & TRAVEL PRIVATE LIMITED**, having **PAN AAHCP0096R**, having CIN U63090WB2012PTC187188, a Company incorporated under the Companies Act, 1956, having its registered office at 119, Bhupen Roy Road, Post Office and Police Station Behala, Kolkata 700 034, **(4) THYONE RETAIL PRIVATE LIMITED**, having **PAN AAECT5337J**, having CIN U52100WB2013PTC190676, a Company incorporated under the Companies Act, 1956, having its registered office at 205/2, Netaji Subhas Road, Post Office and Police Station Behala, Kolkata 700 034, **(5) GALTONIA BUILDERS PRIVATE LIMITED**, having **PAN AAECT7350B**, having CIN U45400WB2013PTC191990, a Company incorporated under the Companies Act, 1956, having its registered office at Bishnupur, Village – Daulatpur, South 24 Parganas, Post Office and Police Station Bishnupur, Kolkata 700 104, **(6) THYONE HERBAL PRODUCTS PRIVATE LIMITED**, having **PAN AAECT7353C**, having CIN U51909WB2013PTC191572, a Company incorporated under the Companies Act, 1956, having its registered office at 160F Bhupen Roy Road, Post Office and Police Station Behala, Kolkata 700 034, **(7) CUSSONIA HEIGHTS PRIVATE LIMITED**, having **PAN AAECT7346R**, having CIN U45400WB2013PTC191656, a Company incorporated under the Companies Act, 1956, having its registered office at 119, Bhupen Roy Road, Post Office and Police Station Behala, Kolkata 700 034, **(8) PHOBOS AGRO MARKETING PRIVATE LIMITED**, having **PAN AAHCP0118J**, having CIN U01403WB2012PTC188436, a Company incorporated under the Companies Act, 1956, having its registered office at 205/2, Netaji Subhas Road, Post Office and Police Station Behala, Kolkata 700 034, **(9) PHLOMIS DEVELOPERS PRIVATE LIMITED**, having **PAN AAECT6589Q**, having CIN U45400WB2013PTC191535, **(10) BAHIAGRASS HOUSING PRIVATE LIMITED**, having **PAN AAECT6586B**, having CIN U45400WB2013PTC191537, **(11) COLLETIA HOUSING PRIVATE LIMITED**, having **PAN AAECT6588R**, having CIN U45400WB2013PTC191532, **(12) KUDZU GRIHA PRIVATE LIMITED**, having **PAN AAECT7340K**, having CIN U45400WB2013PTC191673, **(13) BIARUM BUILDERS PRIVATE LIMITED**, having **PAN AAECT7351A**, having CIN U45400WB2013PTC191533, all companies incorporated under the Companies Act, 1956, all having their respective registered offices at 119 Bhupen Roy Road, Post Office and Police Station Behala, Kolkata 700 034, **(14) THYONE AGRI PRODUCTS LLP**, having **PAN AAMFT8656P**, having LLPIN AAK-2377, a Limited Liability Partnership incorporated under Limited Liability Partnership Act, 2008, having its registered office at 119 Bhupen Roy Road, Post Office and Police Station Behala, Kolkata 700 034, **(15) FRINGECUP BUILDERS PRIVATE LIMITED**, having **PAN AAECT7344P**, having CIN U45400WB2013PTC191534, **(16) REEDGRASS HOUSING PRIVATE LIMITED**, having **PAN AAECT7342M**, having CIN U45400WB2013PTC192834, both Companies incorporated under the Companies Act, 1956, both having their registered office at Bishnupur, Village Daulatpur, South 24 Parganas, Post Office and Police Station Bishnupur, Kolkata 700 104, **(17) RHAMNUS REALTY PRIVATE LIMITED**, having **PAN AAHCR3547H**, having CIN U45400WB2015PTC206578, **(18) SOURSOP REALITY PLUS PRIVATE LIMITED**, having **PAN AAVCS8889D**, having CIN U45400WB2015PTC206575, both Companies incorporated under the Companies Act,

1956, both having their respective registered offices at 69/1, Mitra Colony, Flat No-2A, 2<sup>nd</sup> Floor, Post Office Behala, Police Station Behala, Kolkata 700 034, **(19) BALLOTA HOUSING PRIVATE LIMITED**, having PAN **AAECT7341J**, having CIN U45400WB2013PTC192791, **(20) MAIDENGRASS HOUSING PRIVATE LIMITED**, having PAN **AAECT7338R**, having CIN U45400WB2013PTC191997, **(21) THYONE FILTERS PRIVATE LIMITED**, having PAN **AAFCT0727P**, having CIN U90001WB2014PTC201731, **(22) ANTHRISCUS REALTY PRIVATE LIMITED**, having PAN **AAECT7343L**, having CIN U45400WB2013PTC191657, all Companies incorporated under the Companies Act, 1956, all having their respective registered offices at Bishnupur, Village Daulatpur, South 24 Parganas, Post Office and Police Station Bishnupur, Kolkata 700 104, **(23) MONTIPORA BUILDERS PRIVATE LIMITED**, having PAN **AAJCM7905N**, having CIN U45400WB2015PTC206579, a Company incorporated under the Companies Act, 1956, having its registered office at 17C, Bose Pukur Road, Post Office Bose Pukur Road, Police Station Kasba, Kolkata 700 042, **(24) THYONE TRAVELS PRIVATE LIMITED**, having PAN **AAECT7339Q**, having CIN U63000WB2013PTC193040, **(25) PHOBOS COMPUTERS PRIVATE LIMITED**, having PAN **AAHCP0116G**, having CIN U72300WB2012PTC188944, **(26) THYONE BOOKS AND PERIODICALS PRIVATE LIMITED**, having PAN **AAECT7352D**, having CIN U22219WB2013PTC191570, **(27) THYONE AGRO MARKETING PRIVATE LIMITED**, having PAN **AAECT8225F**, having CIN U01403WB2013PTC191655, **(28) THYONE INTERIOR DECORATORS PRIVATE LIMITED**, having PAN **AAECT7347Q**, having CIN U36912WB2013PTC191654, **(29) PHOBOS AGRI COMMERCIAL PRIVATE LIMITED**, having PAN **AAHCP0094P**, having CIN U01403WB2012PTC188146, **(30) THYONE IMAGE AND GRAPHICS PRIVATE LIMITED**, having PAN **AAECT7348B**, having CIN U72300WB2013PTC191995, all Companies incorporated under the Companies Act, 1956, all having their respective registered offices at 49/5, Biren Roy Road, Behala, Post Office Behala, Police Station Behala, Kolkata 700 034, **(31) THYONE IT SOLUTIONS PRIVATE LIMITED**, having PAN **AAECT6585C**, having CIN U72300WB2013PTC191571, a Company incorporated under the Companies Act, 1956, having its registered office at 119, Bhupen Roy Road, Post Office and Police Station Behala, Kolkata 700 034, **(32) PHOBOS BOOKS AND PERIODICALS PRIVATE LIMITED**, having PAN **AAHCP0117H**, having CIN U22219WB2012PTC188936, **(33) DEIMOS MANAGEMENT CONSULTANTS PRIVATE LIMITED**, having PAN **AAECD5384R**, having CIN U74900WB2012PTC187979, both Companies incorporated under the Companies Act, 1956, both having their respective registered office at 205/2, Netaji Subhas Road, Post Office and Police Station Behala, Kolkata 700 034, **(34) PHOBOS RETAIL PRIVATE LIMITED**, having PAN **AAHCP0121H**, having CIN U52100WB2012PTC188945, **(35) PHOBOS IT SOLUTIONS PRIVATE LIMITED**, having PAN **AAHCP0095N**, having CIN U72300WB2012PTC187272, **(36) BAS HERBAL PRODUCTS PRIVATE LIMITED**, having PAN **AAFCEB3584J**, having CIN U51909WB2012PTC187260, **(37) DEIMOS TRAVELS PRIVATE LIMITED**, having PAN **AAECD5383J**, having CIN U63090WB2012PTC187271, **(38) DEIMOS COMPUTER PRIVATE LIMITED**, having PAN **AAECD5401H**, having CIN U72300WB2012PTC187269, **(39) DEIMOS HERBAL PRODUCTS PRIVATE LIMITED**, having PAN **AAECD5400G**, having CIN U51909WB2012PTC188938, **(40) THYONE COMPUTERS PRIVATE LIMITED**, having PAN **AAECT7349A**, having CIN U72300WB2013PTC191994, all Companies incorporated under the Companies Act, 1956, all having their respective registered offices at 160F, Bhupen Roy Road, Post Office and Police Station Behala, Kolkata 700

034, **(41) ECLAIR INFRACON LLP**, having **PAN AAGFE6323C**, having LLPIN AAK-2137, **(42) ETAKA REALSTATE LLP**, having **PAN AAGFE6450Q**, having LLPIN AAK-2381, both limited liability partnerships incorporated under Limited Liability Partnership Act, 2008, both having their respective registered offices at 55/1A Strand Road, Post Office Beadon Street, Police Station Jorabagan, Kolkata 700 006, **(43) EKARAJ BUILDCON LLP**, having **PAN AAGFE6322D**, having LLPIN AAK-2378, a limited liability partnership incorporated under Limited Liability Partnership Act, 2008, having its registered office at 122/1R, Satyendranath Majumder Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata 700 026, **(44) PITAYA REALTY PRIVATE LIMITED**, having **PAN AAICP1950D**, having CIN U45400WB2015PTC207112, **(45) FOUNTAINGRASS BUILDERS PRIVATE LIMITED**, having **PAN AACCF6126B**, having CIN U45400WB2015PTC207089, **(46) SHOEBILL REALTY PRIVATE LIMITED**, having **PAN AAVCS9719G**, having CIN U45400WB2015PTC207041, **(47) VETIVER REALTY PRIVATE LIMITED**, having **PAN AAFCV1666F**, having CIN U45400WB2015PTC207042, all Companies incorporated under the Companies Act, 1956, all having their respective registered offices at 12(168) Banamali Ghoshal Lane, BL-B, Flat-A4, 1<sup>st</sup> Floor, Post Office and Police Station Behala, Kolkata 700 034, **(48) LEYMUS REALTY PRIVATE LIMITED**, having **PAN AAECT7345N**, having CIN U45400WB2013PTC191536, a Company incorporated under the Companies Act, 1956, having its registered office at 119, Bhupen Roy Road, Post Office and Police Station Behala, Kolkata 700 034, **(49) EESHVI REAL ESTATE LLP**, having **PAN AAGFE6798P**, having LLPIN AAI-9807, a limited liability partnership incorporated under Limited Liability Partnership Act, 2008, , having its registered office at 12C, Chakraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata 700 020, **(50) ILLUSION DEVELOPERS PRIVATE LIMITED**, having **PAN AACCI6720L**, having CIN U45400WB2011PTC165413, a Company incorporated under the Companies Act, 1956, having its registered office at 122/1R, Satyendranath Majumder Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata 700 026, **(51) EESHVI VILLA LLP**, having **PAN AAGFE4142H**, having LLPIN AAI-9646, **(52) EKARAJ HOUSING LLP**, having **PAN AAGFE4177Q**, having LLPIN AAI-9644, both limited liability partnerships incorporated under Limited Liability Partnership Act, 2008, both having their respective registered offices at 122/1R, Satyendranath Majumder Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata 700 026, **(53) INTEGRAL PROPERTIES PRIVATE LIMITED**, having **PAN AACCI6721M**, having CIN U45400WB2011PTC165408, a Company incorporated under the Companies Act, 1956, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata 700 026, **(54) EKARAJ PROPERTIES LLP**, having **PAN AAGFE4144B**, having LLPIN AAJ-0095, **(55) EKARAJ REAL ESTATE LLP**, having **PAN AAGFE4145A**, having LLPIN AAI-9859, both limited liability partnerships incorporated under Limited Liability Partnership Act, 2008, both having their respective registered offices at 122/1R, Satyendranath Majumder Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata 700 026, **(56) EESHVI TOWER LLP**, having **PAN AAGFE5061M**, having LLPIN AAJ-0093, a limited liability partnership incorporated under Limited Liability Partnership Act, 2008, a limited liability partnership, having its registered office at 12C, Chakraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata 700 020, **(57) EKARAJ BUILDER LLP**, having **PAN AAGFE4143G**, having LLPIN AAI-9748, **(58) EKARAJ INFRASTRUCTURE LLP**, having **PAN AAGFE4139C**, having LLPIN AAI-9747, **(59) AYANNA PROJECTS LLP**, having **PAN ABIFA3805G**, having

LLPIN AAI-9829, all limited liability partnerships incorporated under Limited Liability Partnership Act, 2008, all having their respective registered offices at 122/1R, Satyendranath Majumder Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata 700 026, **(60) ESTHER BUILDCON LLP**, having **PAN AAGFE5659K**, having LLPIN AAJ-0094, **(61) ETAKA HOMES LLP**, having **PAN AAGFE5565L**, having LLPIN AAI-9904, **(62) AYANNA CONSTRUCTION LLP**, having **PAN ABIFA8562C**, having LLPIN AAJ-0162, all limited liability partnerships incorporated under Limited Liability Partnership Act, 2008, all having their respective registered offices at 12C, Chakraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata 700 020, **(63) EVARAJ COMPLEX LLP**, having **PAN AAGFE4140F**, having LLPIN AAI-9857, **(64) ESTHER PROPERTIES LLP**, having **PAN AAGFE4141E**, having LLPIN AAI-9641, both limited liability partnerships incorporated under Limited Liability Partnership Act, 2008, both having their respective registered offices at 122/1R, Satyendranath Majumder Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata 700 026, **(65) WRIDDHI INFRASTRUCTURE LLP**, having **PAN AACFW6479K**, having LLPIN AAJ-0272, a limited liability partnership incorporated under Limited Liability Partnership Act, 2008, having its registered office at 12C, Chakraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata 700 020, **(66) WRIDDHI REAL ESTATE LLP**, having **PAN AACFW5795Q**, having LLPIN AAI-9643, a limited liability partnership incorporated under Limited Liability Partnership Act, 2008, having its registered office at 122/1R, Satyendranath Majumder Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata 700 026, **(67) WISHFUL BUILDCON LLP**, having **PAN AACFW7294A**, having LLPIN AAJ-9109, a limited liability partnership incorporated under Limited Liability Partnership Act, 2008, having its registered office at 12C, Chakraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata 700 020, **(68) STAR PLAZA PRIVATE LIMITED**, having **PAN AAZCS4293H**, having CIN U70101WB1998PTC086776, a company incorporated under the Companies Act, 1956, having its registered office at 1002, E M Bypass, Front Block, Post Office Dhapa, Police Station Pragati Maidan, Kolkata 700 105, **(69) WRIDDHI CONCLAVE LLP**, having **PAN AACFW6211D**, having LLPIN AAI-9907, **(70) AYANNA DEVELOPERS LLP**, having **PAN ABJFA1804C**, having LLPIN AAJ-0163, both limited liability partnerships incorporated under Limited Liability Partnership Act, 2008, both having their respective registered offices at 12C, Chakraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata 700 020, **(71) ETAKA BUILDERS LLP**, having **PAN AAGFE5573L**, having LLPIN AAJ-0164, **(72) ESTHER INFRAPROJECTS LLP**, having **PAN AAGFE5567J**, having LLPIN AAJ-0406, **(73) EVARAJ PROJECTS LLP**, having **PAN AAGFE5568H**, having LLPIN AAI-9993, all limited liability partnerships incorporated under Limited Liability Partnership Act, 2008, all having their respective registered offices at 12C, Chakraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata 700 020, **(74) WRIDDHI DEVELOPER PRIVATE LIMITED**, having **PAN AABCW3621R**, having CIN U45400WB2013PTC191422, **(75) IKKA INFRA PROJECTS PRIVATE LIMITED**, having **PAN AADCI1900M**, having CIN U45400WB2013PTC191426, both companies incorporated under the Companies Act, 1956, both having their respective registered offices at 161/1, Mahatma Gandhi Road, 2<sup>nd</sup> Floor, Room No.41, Post Office Burrabazar, Police Station Jorasanko, Kolkata 700 007, **(76) EKDANT INFRACON LLP**, having **PAN AAGFE9572P**, having LLPIN AAM-0306, a limited liability partnership incorporated under Limited Liability Partnership Act, 2008, having its registered office at 12C, Chakraberia Road (North), Post Office

Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata 700 020, **(77) DEEPAK KUMAR JAYASWAL**, having **PAN ACXPJ5107E**, having Aadhaar Number 5772 6413 1300, having Mobile Number 9163619988, **(78) ANUP KUMAR JAYASWAL**, having **PAN ACXPJ2614G**, having Aadhaar Number 8889 8686 3861, having Mobile Number 9831144635, both are sons of Late Rajeshwar Prasad Jayaswal, both residing at Premises No.22B, Orphangunj Road, Kidderpore, Post Office Mansatala, Police Station Watgunj, Kolkata 700 023, **(79) DIPIKA BANERJEE**, having **PAN AEGPB3010D**, having Aadhaar Number 3079 3234 2023, having Mobile Number 8100336305, wife of Tapan Banerjee, residing at P-32, Arcadia Extension, Post Office and Police Station Behala, Kolkata 700 034, **(80) JIBAN KUMAR DE**, having **PAN ADLPD9969P**, having Aadhaar Number 4193 0026 4182, having Mobile Number 9836361573, son of Late Jyotish Chandra De, residing at 316, Canal Street, Flat No. 311, Post Office Bangur, Police Station Lake Town, Kolkata 700 048, **(81) SIBAMOY CHAKROBORTY**, having **PAN ACBPC4604M**, having Aadhaar Number 7080 6747 8517, having Mobile No.9831935299, son of Late Chittaranjan Chakraborty, residing at Block C, 11<sup>th</sup> Floor, Flat No.11E, Ideal Regency, 46 Diamond Harbour Road, Post Office and Police Station Thakurpukur, Kolkata 700 063, **(82) SUBRATA ROY**, having **PAN ACJPR4222L**, having Aadhaar Number 8575 9381 6833, having Mobile Number 9002616206, son of Late Sisirendu Roy, residing at 39/2, New Ballygunge Road, Post Office Tilaka, Police Station Kasba, Kolkata 700 039, **(83) JAYANTA ROY**, having **PAN ADUPR7247P**, having Aadhaar Number 4742 3907 0825, having Mobile Number 9831580972, son of Late Dwijendra Nath Roy, residing at Village Pana, Post Office Dorojoynagar, Police Station Durgachak, District Purba Midnapur, PIN 721 635, **(84) PRADIPTA KUMAR MAITI**, having **PAN ADXPM0542P**, Aadhaar Number 7955 5166 5345, having Mobile Number 9163625599, son of Late Jnan Ranjan Maiti, **(85) TANUSREE MAITI**, having **PAN AJTPM4968K**, Aadhaar Number 7306 0520 8221, having Mobile Number 9903466070, wife of Pradipta Kumar Maiti, both residing at 1M, Bhuban Mohan Roy Road, Post Office Barisha, Police Station Haridevpur, District South 24 Parganas, Kolkata 700 008, **(86) SHREYA MUKHOPADHYAY**, having **PAN AIFPM4157M**, Aadhaar Number 8735 1120 8733, having Mobile Number 7003988311, daughter of Late Ashutosh Mukhopadhyay, residing at 119, Bhupen Roy Road, Post Office and Police Station Behala, Kolkata 700 034, **(87) SUNDAR KUMAR MAJI**, having **PAN AMJPM1572A**, Aadhaar Number 3192 8883 6486, having Mobile Number 9903427000, son of Monoranjan Maji, **(88) RUPA MONDAL ALIAS RUPA MAJI**, having **PAN BFCPM3856A**, having Aadhaar No.8370 6706 8427, having Mobile Number 9836580790, wife of Sundar Kumar Maji, both residing at Village Daluipur, Post Office Jamira, Police Station Falta, District South 24 Parganas, PIN 743 504, **(89) SANGITA CHAKRABORTI**, having **PAN AGBPC5775H**, having Aadhaar Number 6784 4698 5817, having Mobile Number 9748722294, wife of Amarendra Chakrabarti, residing at 20, Bhupen Roy Road, Lab Kush Apartment, 3<sup>rd</sup> floor B, Post Office and Police Station Behala, Kolkata - 700 034, South 24 Parganas and **(90) HIRALAL CHOUDHARY**, having **PAN AFHPC2015F**, having Aadhaar Number 6842 4466 4526, having Mobile No.9836365997, son of Late Raghunath Choudhary, residing at 36/9, Diamond Harbour Road, Post Office Parnashree, Police Station Behala, Kolkata 700 060, all being represented by their constituted Attorney **PS Vinayak Complex LLP**, having **PAN AARFP0290N**, having LLPIN AAD-6375, a limited liability partnership, having its registered office situated at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata 700 026, represented by one of 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 jointly referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include in case of individuals their respective heirs, executors, administrators, legal representatives and assigns, in case of companies their respective successor or successors-in-interest and assigns in case of Limited Liability Partnerships their present partners or such other person or persons who may be taken in or admitted for the benefit of the said partnership business their respective heirs executors administrators legal representatives and assigns) of the **FIRST PART**;

**AND**

**PS VINAYAK COMPLEX LLP**, having **PAN AARFP0290N**, having LLPIN AAD-6375, a limited liability partnership incorporated under Limited Liability Partnership Act, 2008, having its registered office situated at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, 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/PROMOTER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its present partners or such other person or persons who may be taken in or admitted for the benefit of the said partnership business their respective heirs executors administrators legal representatives 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:**

- A. By virtue of inheritance and/or under and by virtue of several Indentures of Conveyance executed and registered more fully and particularly described in the **Part I** of the **First Schedule** hereunder written, the Owners became absolutely seized and possessed of or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of 756 decimal, be the same a little more or less, situate and lying at Mouza Daulatpur, J.L. No.79 and Mouza Sarmasterchak, J.L. No.17, both under Police Station Bishnupur, within the limits of Kulerdari Gram Panchayet both in the District of South 24-Parganas, more fully and particularly described in the **Part II** of the **First Schedule** hereunder written (hereinafter referred to as the **said Land**) free from all encumbrances, charges, liens, lispensense, acquisitions, requisitions, trusts of whatsoever nature.

- B. By several Development Agreements executed and registered more fully and particularly described in the **Part I** of the **Second Schedule** hereunder written, the Owners on the terms and conditions mentioned therein appointed the Developer to develop construct erect the residential complex on the said Land and to commercially exploit the same.
- C. The Owners have also granted various powers to the Promoter (hereinafter referred to as “the **said Powers of Attorney**”) to act in their place and stead and to represent them in all matters and purposes concerning the said Project, the details of which are more fully and particularly described in the **Part II** of the **Second Schedule**.
- D. Pursuant to the terms and conditions of the aforesaid Development Agreements the Developer has got a plan, being Building Plan vide Sanction No.420/550/KMDA dated 12<sup>th</sup> October, 2017, duly sanctioned by the Kulerdari Gram Panchayat and subsequently revised on 20.07.18 being Building Sanction No.420/550/REV/KMDA for construction of a multistoried residential building complex comprising of one number of one Basement + Ground +12 storeyed Tower, one Ground + 15 storeyed Tower and nine numbers of Basement + Ground + 15 storeyed Tower consisting of self contained independent apartments, other constructed spaces, if any and the car parking spaces within the complex and the Common Areas, Project Common Facilities and Amenities constructed by the Developer in terms of said sanctioned plan on the said Land or on the part thereof to be known as “**The 102**” (hereinafter referred to as the **said Complex/Project**).
- E. 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 “**The 102**” comprising several building blocks/tower, independent apartments, car parking spaces, other constructed spaces and the commercial spaces at the said land or on the part thereof.
- F. 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/Tower No.**\_\_\_\_ of the Project to be known as “**The 102**” together with right to park \_\_\_\_\_ car at the covered parking space in the \_\_\_\_\_ level **being no.**\_\_\_\_ situated within the said Project (hereinafter collectively referred to as the “**said Apartment**”) more fully mentioned in **Part I** of the **Third**

**Schedule** hereto has been developed in accordance to the Specifications as mentioned in **Part II of the Third Schedule** hereto and of pro rata share in the common areas of the said Project more fully mentioned in **Part I** of the **Fourth Schedule** hereto along with the right to enjoy the **Amenities and Facilities of the** Project more fully mentioned in **Part II** of the **Fourth Schedule** hereto at and for the consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** including GST as applicable thereon and other terms and conditions contained therein.

- G. 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. \_\_\_\_\_.
- H. The Promoter has since obtained the Occupancy Certificate dated the \_\_\_\_\_ issued by the Kulerdari Gram Panchayet in connection to the Building Sanctioned Plan vide Sanction No.420/550/KMDA dated 12<sup>th</sup> October, 2017, duly sanctioned by the Kulerdari Gram Panchayat and subsequently revised on 20.07.18 being Building Sanction No.420/550/REV/KMDA
- I. 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/Tower;
  - e) the structural stability of the Building Block/Tower;
  - f) all the documents as recited hereinabove;
  - g) the carpet area of the said Apartment;
  - h) the Common Areas, Common Facilities and Amenities of the Complex/Project.

- I. 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 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/Tower No.**\_\_\_\_ of the Project to be known as **“The 102”** together with right to park \_\_\_\_\_ car at the covered parking space in the \_\_\_\_\_ level **being no.**\_\_\_\_ situated within the said Project more fully and particularly described in **Part-I** of the **Third Schedule** here under written and together with the prorata share in the Common Areas and the Common Facilities and Amenities 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 **“The 102”**, 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** - shall mean and include the areas, as mentioned in **Part I** of the **Fourth Schedule** hereunder written;
  - (i) **COMMON FACILITIES AND AMENITIES** - shall mean and include the areas, facilities and amenities as mentioned in **Part II** of the **Fourth Schedule** hereunder;

- (j) **COMMON FACILITIES TO BE AVAILABLE IN THE PROPOSED ADJACENT COMMERCIAL COMPLEX** - shall mean and include the areas, facilities and amenities as mentioned in **Part III** of the **Fourth Schedule** hereunder;
- (k) **COMMON MAINTENANCE EXPENSES** – shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas and Common Facilities and Amenities and for rendition of common services in common to the Purchasers as mentioned in the **Fifth Schedule** hereunder written and all other expenses for the Common Purpose to be contributed, borne, paid and shared by the Purchaser(s);
- (l) **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 Facilities and Amenities, 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 Facilities and Amenities of the Building and the Project in common.
- (m) **CO-TRANSFEREES** – shall mean all the buyers/owners who for the time being have either completed the purchase of any Flat/Unit or have agreed to purchase any Flat/Unit in the Complex and have taken possession of such Unit and for all unsold Flat/Unit, the Developer.
- (n) **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.
- (o) **PLAN** - shall mean the sanctioned plan of Kulerdari Gram Panchayat having Building Plan No.420/550/KMDA dated 12<sup>th</sup> October, 2017, duly sanctioned by the Kulerdari Gram Panchayat and subsequently revised on 20.07.18 being Building Sanction No.420/550/REV/KMDA for construction of residential Project comprising of one Basement + Ground + 12 storeyed Tower, one Ground + 15 storeyed Tower and nine numbers of Basement + Ground + 15 storeyed Tower 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 **“THE 102”**.
- (p) **PROJECT/COMPLEX** – shall mean the residential building complex to be known as **“THE 102”** comprising of one Basement + Ground +12 storeyed Tower, one Ground + 15 storeyed Tower and nine numbers of Basement + Ground + 15 storeyed Tower 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 756 Decimals be the same a little more or less situate lying at Mouza Daulatpur, J.L. No.79 and Mouza Sarmasterchak, J.L. No.17, both under Police Station Bishnupur, within the limits of Kulerdari Gram Panchayet both in the District of South 24-Parganas, more fully and particularly described in the **Part II** 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 **Third 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/Tower No.**\_\_\_\_ of the Project to be known as **“The 102”** 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 covered parking space in the \_\_\_\_\_ 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 **Part-I** of the **Third Schedule** hereunder written and **WITH** pro rata share in the common areas of the said Project more fully mentioned in **Part I** of the **Fourth Schedule** hereto along with the right to enjoy the **Amenities and Facilities of the** Project more fully mentioned in **Part II** of the **Fourth 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, Project common facilities and amenities 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, Project Common Facilities and Amenities 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 kutcha 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, Project common Facilities and Amenities 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/Tower and/or Complex/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/Tower. 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/Tower 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/Tower or any part thereof nor decorate the exterior of the Building Block/Tower 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, Project Common Facilities and Amenities or in any other portion of the Complex/Project nor into lavatories, cisterns, water or soil pipes serving the Building Block/Tower 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/Tower.
- 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/Tower 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/Tower and/or Complex/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, Kulerdari Gram Panchayet, 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/Tower and/or Complex/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 Tower and/or Complex/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/Tower and/or Complex/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/Tower and/or Complex/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/Tower. 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/Tower and/or Complex/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/Tower 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 INDENTURES AND THEIR REGISTRATION DETAILS)**

Sl. No.	Owner's Name	Deed No.	Khatian No.	L. R. Dag Nos.	Area (Decimal)	
1	Siddhartha Mukherjee	Deed No.1656/13	2949	29	5	
		Deed No.1759/13				
		Deed No.3667/13				
		Gift Deed No.4686/2017		30	0.33	
		By Inheritance				0.34
		Gift Deed No.4686/2017		31	3.33	
		By Inheritance				3.34
		Deed No.1656/13				3
		Deed No.1759/13				
		Deed No.3667/13		33	0.665	
		Gift Deed No.4686/2017				0.665
		By Inheritance		34	2	
		Gift Deed No.4686/2017				2
		2		Bratati Mukhopadhyay	By Inheritance	2902
By Inheritance	31		3.33			
Deed No.334/04	33		9			
By Inheritance			0.67			
Deed No.334/04	34		7			
By Inheritance			2			
3	Phobos Tours & Travel Private Limited	Deed No.2390/15	3105	27	4	
4	Thyone Retail Private Limited	Deed No.2388/15	4168	28	10	
5	Galtonia Builders	Deed	4236	28	6	

	Private Limited	No.160405444/15		29	2
6	Thyone Herbal Products Private Limited	Deed No.2558/15	4177	29	10
7	Cussonia Heights Private Limited	Deed No.160405445/15	4234	29	10
8	Phobos Agro Marketing Private Limited	Deed No.2556/15	4186	29	10
9	Leymus Realty Private Limited	Deed No.160405442/15	4231	30	4
		Deed of Exchange No. 1254/16		33	3
				34	3
10	Phlomis Developers Private Limited	Deed No.160405446/15	4235	30	10
11	Bahiagrass Housing Private Limited	Deed No.160405443/15	4227	30	10
12	Colletia Housing Private Limited	Deed No.5441/15	4237	30	10
13	Kudzu Griha Private Limited	Deed No. 160405316/15	4226	31	2
				48	8
14	Biarum Builders Private Limited	Deed No. 160405317/15	4229	31	10
15	Thyone Agri Products LLP	Deed No.01529/13	4650	32	8
16	Fringecup Builders Private Limited	Deed No. 5318/15	4230	33	10
17	Reedgrass Housing Private Limited	Deed No. 5319/15	4228	33	10
18	Rhamnus Realty Private Limited	Deed No.5912/15	4242	33	10
19	Soursop Realty Plus Private Limited	Deed No.5910/15	4241	33	10
20	Pitaya Realty Private Limited	Deed No.6467/15	4250	33	10
21	Ballota Housing Private Limited	Deed No.5915/15	4244	34	10
22	Maidengrass Housing Private Limited	Deed No.5914/15	4243	34	10
23	Thyone Filters Private Limited	Deed No.5913/15	4245	34	10
24	Anthriscus Realty Private Limited	Deed No.5916/15	4246	34	10
25	Montipora Builders Private Limited	Deed No.5917/15	4240	34	10
26	Thyone Travels Private Limited	Deed No.2553/15	4183	48	10

27	Phobos Computers Private Limited	Deed No.02543/15	4185	48	10
28	Thyone Books and Periodicals Private Limited	Deed No.2554/15	4179	48	10
29	Thyone Agro Marketing Private Limited	Deed No.2550/15	4181	48	10
30	Thyone Interior Decorators Private Limited	Deed No.2552/15	4180	48	10
31	Phobos Agri Commercial Private Limited	Deed No.2541/15	4182	48	10
32	Thyone Image and Graphics Private Limited	Deed No.2551/15	4184	48	4
		Deed No.1389/16		33	3
33	Thyone IT Solutions Private Limited	Deed No.06456/13	3138	49	7
34	Phobos Books And Periodicals Private Limited	Deed No.02557/15	4176	49	10
35	Deimos Management Consultants Private Limited	Deed No.02555/15	4178	49	10
36	Phobos Retail Private Limited	Deed No.2544/15	552	114	10
37	Phobos IT Solutions Private Limited	Deed No.2549/15	551	114	10
38	Fountaingrass Builders Private Limited	Deed No.6468/15	572	114	5
39	Shoebill Realty Private Limited	Deed No.6465/15	571	115	10
40	Vetiver Realty Private Limited	Deed No.6466/15	573	116	2
41	Bas Herbal Products Private Limited	Deed No.2545/15	553	116	10
42	Deimos Travels Private Limited	Deed No.2540/15	550	116	10
43	Deimos Computer Private Limited	Deed No.2548/15	549	116	10
44	Deimos Herbal Products Private Limited	Deed No.2546/15	554	116	10
45	Thyone Computers Private Limited	Deed No.2542/15	555	116	10
46	Eclair Infracon LLP	Deed	4652	32	1

		No.160406898/15 Deed No.160406860/15 Deed No.160406863/15 Deed No.160406859/15		49	5
47	Etaka Realstate LLP	Deed No.160406898/15 Deed No.160406860/15 DeedNo.160406863/15 Deed No.160406859/15	4651	32 49	1 4
48	Ekaraj Buildcon LLP	Deed No.160406898/15 Deed No.160406860/15 Deed No.160406863/15 Deed No.160406859/15	4667	32 49	1 4
49	Eeshvi Real Estate LLP	Deed No.314/15 (1.6) Deed No.4717/15 (0.416) Deed No.5835/13	4656	23 33	2 8
50	Illusion Developers Private Limited	Deed No.1033/15, Deed No.1032/15	4143	33	7
51	Ekaraj Housing LLP	Deed No.6488/14	4663	27	5
52	Ayanna Projects LLP	Deed No.9736/14	4660	32	1
53	Esther Buildcon LLP	Deed No.514/15 Deed No.263/15	4655	27 34	3 7
54	Eeshvi Villa LLP	Deed No.2389/15	4665	49	3
55	Ayanna Construction LLP	Deed No.6946/14 Deed No.1035/15	4654	28 49	4 1
56	Etaka Homes LLP	Deed No.1599/15 Deed No. 1456/15	4659	28 33	4 6
57	Wriddhi Infrastructure LLP	Deed No.3798/15	4658	28	8
58	Wriddhi Real Estate LLP	Deed No.05471/13	4661	29 31	6 3
59	Integral Properties Private Limited	Deed No.570/15	4135	31	9
60	Evaraj Complex LLP	Deed No.570/15	4653	31	9
61	Ekaraj Properties LLP	Deed No.00509/15	4649	32	9

62	Ekaraj Real Estate LLP	Deed No.00509/15	4648	32	10
63	Eeshvi Tower LLP	Deed No.00509/15	4646	32	9
64	Wishful Buildcon LLP	Deed No.00509/15	4647	32	9
65	Star Plaza Private Limited	Deed No.6492/13	3013	33	7
		Deed No. 1059/15		34	3
66	Wriddhi Conclave LLP	Deed No.6492/13	4657	33	7
		Deed No. 1059/15		34	2
67	Ekaraj Infrastructure LLP	Deed No.1033/15	4645	33	10
		Deed No.1032/15			
		Deed No.2957/15			
68	Ekaraj Builder LLP	Deed No.1034/15	4666	33	10
		Deed No.2957/15			
69	Esther Properties LLP	Deed No.5969/15	4662	33	4
		Deed No.160405218/15		49	3
70	Ayanna Developers LLP	Deed No.153/15	617	115	9
		Deed No.350/15			
		Deed No.5029/15			
71	Evaraj Projects LLP	Deed No.7984/14	616	116	8
72	Etaka Builders LLP	Deed No.2504/15	614	116	10
		Deed No.2923/15			
73	Ekdant Infracon LLP	Deed No.160406898/15	4254	32	1
		Deed No.160406860/15		49	4
		Deed No.160406863/15			
		Deed No.160406859/15			
74	Wriddhi Developer Private Limited	Deed No.160406898/15	4258	32	1
		Deed No.160406860/15		49	4
		Deed No.160406863/15			
		Deed No.160406859/15			
75	Ikka Infra Projects Private Limited	Deed No.160406898/15	4253	32	1
		Deed No.160406860/15		49	4
		Deed No.160406863/15			
		Deed No.160406859/15			

76	Esther Infraprojects LLP	Deed No. 7695/15	615	116	10
77	Deepak Kumar Jayaswal	Deed No.2870/96	2151	28	6
		Deed No. 2871/96	567	116	2
78	Anup Kumar Jayaswal	Deed No.2870/96	2150	28	5
		Deed No.2871/96	566	116	3
79	Sangita Chakraborti	Deed No. 321/98	4218	31	8
80	Sundar Kumar Maji	Deed No.03891/11	2731	33	2
81	Rupa Mondal alias Rupa Maji		2732	33	2
82	Hiralal Choudhary	Deed No.1509/2000	2246	34	4
83	Shreya Mukhopadhyay	Gift Deed No.05572/12	4219	33	4
84	Sibamoy Chakroborty	Deed No.2512/04	4222	30	6
85	Pradipta Kumar Maiti	Deed No.5547/12	4225	33	6
86	Tanusree Maiti	Deed No.2513/04	4224	33	6
87	Dipika Banerjee	Deed No.2514/04	4273	30	4
88	Jiban Kumar De	Deed No.2510/04	4274	30	4
89	Subrata Roy	Deed No.2511/04	4223	30	6
90	Jayanta Roy	Deed No. 3892/11	4131	33	7
<b>Total</b>					<b>756</b>

**PART II  
(SAID LAND)**

All that pieces and parcels of Bastu land hereditaments and premises, containing by estimation an area of 756 (seven hundred fifty six) decimal {out of which 627 (six hundred twenty seven) decimal in Mouza – Daulatpur, J.L. No. 79 and remaining 129 (one hundred twenty nine) decimal in Mouza – Sarmasterchak, J.L. No. 17} being two analogous and contiguous mouzas, both under Police Station – Bishnupur, Post Office – Pailan Hat, Kolkata – 700 104 at Diamond Harbour Road within the local limits of Kulerdari Gram Panchayat under South 24 Parganas Zilla Parishad and within the jurisdiction of Additional District Sub Registrar Bishnupur, Sub Division Alipore under District – South 24 Parganas comprising of the following Dag and Khatian Nos.:

Sl. No.	R.S. Dag Nos.	L.R. Dag Nos.	L.R. Khatian Nos.	Area (in decimal)
<b><u>Mouza – Daulatpur, J.L. No. 79</u></b>				
1.	23	23	4656	02
2.	27	27	3105, 4655, 4663	12
3.	28	28	4654, 4168, 4659, 4658, 4236, 2150, 2151	43

4.	29	29	2949, 4177, 4234, 4236, 4186, 4661	43
5.	30	30	2903, 4231, 4235, 4227, 4222, 4237, 4223, 4274, 4273	55
6.	31	31	2949, 2903, 4226, 4229, 4218, 4135, 4653, 4661	54
7.	32	32	4650, 4660, 4649, 4648, 4646, 4647, 4254, 4258, 4253, 4652, 4651, 4667	52
8.	33	33	2903, 2902, 4230, 4231, 4228, 4242, 4241, 4250, 2731, 2732, 4225, 4224, 4219, 4131, 4656, 4143, 4659, 3013, 4657, 4645, 4666, 4662, 4184	153
9.	34	34	2903, 2902, 4231, 4244, 4243, 4245, 4246, 2246, 3013, 4657, 4240, 4134	82
10.	48	48	4183, 4185, 4179, 4181, 4180, 4182, 4184, 4226	72
11.	49	49	3138, 4176, 4178, 4652, 4651, 4667, 4665, 4662, 4253, 4254, 4258, 4654	59
<b>Sub total -</b>				<b>627</b>
<b><i>Mouza - Sarmasterchak, J.L. No. 17</i></b>				
1.	115	114	552, 551, 572	25
2.	116	115	571, 617	19
3.	117	116	573, 553, 550, 549, 554, 555, 616, 614, 615, 566, 567	85
<b>Sub total -</b>				<b>129</b>
<b>Total -</b>				<b>756</b>

The entire land is butted and bounded as follows :-

- On the North by** : Land of R.S. Plot Dag Nos. 116, 117 in Mouza – Sarmasterchak and R.S. & L.R. Plot Dag Nos. 23, 27, 30, 31, 32, 49, 50 and 247 in Mouza – Daulatpur.
- On the South by** : R.S. & L.R. Plot Dag Nos. 248, 40, 35 in Mouza – Daulatpur and R.S. Plot Dag Nos. 118 and 119 in Mouza – Sarmasterchak.
- On the East by** : R.S. & L.R. Plot Dag Nos. 50, 247, 47, 46 and 45 in Mouza – Daulatpur.
- On the West by** : R.S. & L.R. Plot Dag No. 29 (part) in Mouza – Daulatpur, R.S. Plot Dag Nos. 122, 120 and 114 (part) in Mouza – Sarmasterchak and partly by access road to the project site connecting Diamond Harbour Road.

**THE SECOND SCHEDULE ABOVE REFERRED TO :**  
**(Part I)**  
**(DETAILS OF THE DEVELOPMENT AGREEMENTS)**

<b>Sl. No.</b>	<b>Name</b>	<b>Development Agreement No./Year</b>
1	Eeshvi Real Estate LLP & 27 Ors.	160406419/2017
2	Bratati Mukhopadhyay & 47 Ors.	160407787/2015 and 160405048/2017
3	Deepak Kumar Jayaswal & Anup Kumar Jayaswal	160404903/2015
4	Sangita Chakraborti	160405675/2015
5	Sundar Kumar Maji & Rupa Mondal alias Rupa Maji	160404683/2015
6	Hiralal Choudhary	160406178/2015
7	Shreya Mukhopadhyay	160400245/2016
8	Sibamoy Chakroborty	160407643/2015
9	Pradipta Kumar Maiti & Tanusree Maiti	160407649/2015
10	Dipika Banerjee	160407744/2015
11	Jiban Kumar De	160407746/2015
12	Subrata Roy	160408206/2015
13	Jayanta Roy	160400243/2016

**(PART II)**  
**(DETAILS OF THE POWER OF ATTORNEYS)**

<b>Sl. No.</b>	<b>Owners Name</b>	<b>POA No.</b>
1	Deepak Kumar Jayaswal	4904/15
2	Anup Kumar Jayaswal	
3	Sangita Chakraborti	160400468/2018
4	Sundar Kumar Maji	4684/15
5	Rupa Mondal alias Rupa Maji	
6	Hiralal Choudhary	160400395/2018
7	Shreya Mukhopadhyay	160400459/2018
8	Sibamoy Chakroborty	160400481/2018
9	Pradipta Kumar Maiti	7650/15
10	Tanusree Maiti	
11	Dipika Banerjee	160400479/2018
12	Jiban Kumar De	160400367/2018
13	Subrata Roy	160400393/2018
14	Jayanta Roy	00244/16
15	Eeshvi Real Estate LLP & 27 Ors.	160400599/2018
16	Bratati Mukhopadhyay & 47 Ors.	160406526/2017

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

**DESCRIPTION OF THE APARTMENT AND THE COVERED PARKING**

**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/Tower No.**\_\_\_ of the Project to be known as **“The 102”** together with right to park \_\_\_\_ car at the covered parking space in the \_\_\_\_\_ 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/PASSAGE**

**Floor:** Vitrified tiles

**Walls & Ceiling:** Plaster of paris/wall putty

**BEDROOMS**

**Floor:** Vitrified tiles

**Walls:** Plaster of paris/wall putty

**KITCHEN**

**Walls:** Rectified joint-free tiles up to 2’ on counter walls and wash areas, balance finished with plaster of paris /wall putty

**Floor:** Anti-skid ceramic tiles continued till service balcony

**Counter:** Granite counter

**Fitting/Fixtures:** Stainless steel sink with reputed make fittings

**BATHROOMS**

**Walls:** Designer ceramic tiles up to door height

**Floor:** Anti-skid ceramic tiles

**Sanitary Ware and CP Fittings:** Sanitary ware and fittings (Jaguar/Parryware /Hindware)

**DOORS & WINDOWS**

**Entrance Door:** Salwood door frame with decorated flush door

**Internal Doors:** Flush doors

**Windows:** Powder coated aluminium windows

## **ELECTRICAL**

**Switches:** Modular switches of reputed make and concealed copper wiring

**Power Backup:** For common areas

**Apartment Type:** Power backup at extra cost

**Air Conditioning:** concealed copper wiring and drainage.

### **THE FOURTH SCHEDULE ABOVE REFERRED TO: PART I COMMON AREAS**

- (a) Fire Refuge platform in each tower
- (b) Overhead Water Tank in each tower
- (c) Mumty room in each tower
- (d) Lift well staircase in each tower
- (e) Mail room in each tower
- (f) Security room in each electrical room in each tower
- (g) Trash room in each tower
- (h) Common corridor at every floor of each tower
- (i) Entrance lobby in each tower
- (j) Fire tank
- (k) Sewarage Treatment Plant
- (l) Water Treatment Plant
- (m) Underground Water Tank
- (n) Rain water harvesting
- (o) Janitor closet
- (p) Common toilets & baths in each tower
- (q) Pump room
- (r) Area for club house
- (s) Driver's room
- (t) 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.
- (u) 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 Flat to the extent of quantum mentioned herein and/or in the other Flats during power failure and generator room in the ground floor of the Complex.
- (v) Water pump and pump rooms with motor and with water supply pipes to overhead water tank and with distribution pipes therefrom connecting to different Flats of the Complex.
- (w) Internal driveways of the project
- (x) Landscape gardens of the project including the podium garden

### **PART II COMMON AMENITIES & FACILITIES OF THE PROJECT**

#### **Sports & Fitness**

1. 30 mts swimming pool
2. Squash court

3. Pool table
4. Table tennis
5. Card room
6. Chess, carrom & darts
7. Gymnasium
8. Steam & sauna
9. Basketball court
10. Badminton court
11. Mini indoor tennis court
12. Indoor volleyball
13. Indoor cricket
14. Indoor 6-a-side football
15. Outdoor fitness station
16. Yoga lawn
17. Cycling track
18. Jogging track
19. Acupressure walkway
20. Outdoor jacuzzi

### **Eco Friendly**

21. Solar panels
22. Rain water harvesting
23. Sewage treatment plant
24. Provision for charging green vehicles
25. Water treatment plant
26. Organic waste composter
27. Energy-efficient lights in common areas
28. Recycled water for gardening & flushing
29. Driveway lights with timers

### **RECREATION AND LIFESTYLE**

30. Library
31. Mini theatre
32. Business lounge with wi-fi
33. Golf putting
34. Party lawn
35. Star gazing area
36. Pet friendly zone
37. Karaoke room
38. Meditation room
39. Lounge
40. Underwater speakers in pool
41. Festival podium
42. Barbeque zone

### **KIDS' RECREATION**

43. Kids' splash pool

44. Skating track
45. Outdoor kids' play area
46. Toddlers' play room
47. Playstation room
48. Hopscotch zone
49. Sand pit for kids
50. Rock climbing
51. Foosball & air hockey
52. Arcade gaming zone
53. Trampoline
54. Water side board game zone
55. Tree house

### **LANDSCAPING**

56. Flower garden
57. Zen garden
58. Water cascade
59. Natural pond
60. Pool side cabanas
61. Sit out zones
62. Vertical garden
63. Sculpture garden
64. Butterfly garden
65. Feng shui corner
66. Floating deck
67. Chess court

### **COMMUNITY**

68. Banquet hall
69. Society association room
70. Guest rooms
71. Wi-fi hotspot zone
72. Old folk lawn
73. Mobile app for maintenance requests

### **OCCUPATIONAL HEALTH & COMFORT**

74. Wheelchair friendly common-area toilets
75. Reserved parking for the specially-abled
76. Low VOC exterior paints
77. CFC free air conditioners in common areas
78. Roof tiles with high solar reflective index
79. High speed elevators
80. Drivers' utility area
81. Separate service elevator
82. Secured mail rooms
83. Specially-abled friendly elevators
84. Generator backup for common areas

85. Shuttle to metro station

**FIRE & SECURITY**

- 86. 3 tier security system
- 87. Boom barrier entry
- 88. Fire door at fire escape staircase
- 89. Security desk under every block
- 90. Video door phone
- 91. Intercom
- 92. Sprinklers in kitchen
- 93. CCTV surveillance
- 94. Manual call points in common areas
- 95. Fire hydrant system in common areas
- 96. Lightning arrester
- 97. Seismic sensors in elevators

**PART III**

**FACILITIES AVAILABLE IN THE PROPOSED ADJACENT COMMERCIAL LAND**

- 1. Provision for salon
- 2. Provision for grocery shop
- 3. Provision for ATM
- 4. Provision for Pharmacy/Chemist
- 5. Provision for laundry

**THE FIFTH SCHEDULE ABOVE REFERRED TO :**  
**(Common 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 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 **DEVELOPER** at Kolkata in the presence of:-

1.

2.

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

1.

2.

Drafted by,

**R E C E I V E D** of and from the within-named Purchaser the within-mentioned sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) being the full consideration money as per Memo below:

**MEMO OF CONSIDERATION**

<b>Unit Consideration (A)</b>			
<b>CHEQUE NO.</b>	<b>DATE</b>	<b>BANK, BRANCH</b>	<b>AMOUNT (RS.)</b>
<b>Add: TDS under Section 194 - IA of Income Tax Act, 1961 (B)</b>			
<b>CHALLAN NO.</b>	<b>DATE</b>	<b>BSR CODE</b>	<b>AMOUNT (RS.)</b>
Total			
Total (A+B)			
<b>Less: Service Tax (C)</b>			
Total [(A+B)-C]			

**(RUPEES \_\_\_\_\_ ONLY)**

\_\_\_\_\_  
**Signature of the Developer**

**WITNESSES :**

1.

2.

#####  
**DATED THIS          DAY OF          2018**  
#####

**B E T W E E N**

**BRATATI MUKHOPADHYAY & OTHERS**  
**... OWNERS**

**A N D**

**PS VINAYAK COMPLEX LLP**  
**... PROMOTER**

**A N D**

\_\_\_\_\_  
**... PURCHASER**

**I N D E N T U R E**

THE 102

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