

DEED OF CONVEYANCE

1. Date:
2. Nature of document: Deed of Conveyance

3. Parties:

3.1. Vendors:

- 3.1.1 Ashoka Business Systems Private Limited**, a company incorporated under the Companies Act, 1956 ,having **(PAN AACCA1649Q)**, having its registered office at Dugar House, 9 Princep Street, Ground Floor, Post Office Bowbazar, Police Station Bowbazar, Kolkata – 700072;
- 3.1.2 (2) Skylark Niwas Private Limited (PAN AANCS5886N)**, a company incorporated under the Companies Act, 1956 , having its registered office at 11,Crooked Lane,Ground Floor, Post Office, Police Station, Kolkata – 700069;
- 3.1.3 (3) Salasar Abasan Private Limited (PAN AAPCS0535A)**, a company incorporated under the Companies Act, 1956, having its registered office situated at 20, O.C. Ganguly Sarani Ground Floor, Post Office Lala Lajpat Rai Sarani, Police Station Bhawanipore, Kolkata – 700 020,;
- 3.1.4 (4) Shakespeare Promoters Private Limited (PAN AAECs0670F)**, a company within the meaning of the Companies Act 2013, having its registered office situated at No. - 184, Harish Mukherjee Road, First Floor, P.S. Kalighat, P.O. Kalighat, Kolkata 700026;
- 3.1.5 (5) Rishabh Dev BuildersPrivate Limited (PAN AACCR1746B)**, a company within the meaning of the Companies Act 2013 having its registered office situated at No. 216, Mahatma Gandhi Road. P.S. Burabazar, P.O. Burabazar, Kolkata 700007;
- 3.1.6 (6) Sun Club VyapaarPrivate Limited (PAN AADCS6552M)**,a company within the meaning of the Companies Act 2013, having its registered office situated at No. 135, Foreshore Road, P.S. Shibpore, P.O. Shibpore, Howrah – 711 102 ;
- 3.1.7 (7) Aakooti VinimoyPrivate Limited (PAN AAFCa3251M)**, a company within the meaning of the Companies Act 2013, having its registered office situated at No. 135, Foreshore Road, P.S. Shibpore, P.O. Shibpore, Howrah – 711 102;
- 3.1.8 (8) Style TracomPrivate Limited (PAN AAJCS9470N)**, a company within the meaning of the

Companies Act 2013, having its registered office situated at No. 135, Foreshore Road, P.S. Shibpore, P.O. Shibpore, Howrah – 711 102 ;

3.1.9 **(9) Rising VanijyaPrivate Limited (PAN AADCR3074M)**, a company within the meaning of the Companies Act 2013, having its registered office situated at No. 135, Foreshore Road, P.S. Shibpore, P.O. Shibpore, Howrah – 711 102 ;

3.1.10 **(10) Debrup VanijyaPrivate Limited (PAN AACCD3872G)** ,a company within the meaning of the Companies Act 2013, having its registered office situated at No. 135, Foreshore Road, P.S. Shibpore, P.O. Shibpore, Howrah – 711 102,

which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns, being the Party of the FirstPart.

3.2 Developer: Primarc Projects Private Limited, a company incorporated under the Companies Act, 1956 (CIN U74140WB2006PTC107474), having (PAN: AADCP8058P), having its registered office at 6A Elgin Road, Post Office Lala Lajpat Rai Sarani, Police Station Bhawanipore, Kolkata – 700 020, represented by Mr. Sidharth Pansari (PAN NO. AFYPP8910K), Son of Sri Nand Kishore Pansari, residing at 7, Lovelock Street, P.O. and P.S. – Ballygunge, Kolkata–700019,hereinafter referred to as “Developers” which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns,being the Party of the SecondPart.

3.3 Purchasers:(1) _____, son of _____, by occupation _____, having PANNo. _____, and AADHAAR No _____,by faith _____, by citizenship Indian,residing atbeing the Party of the Third Part.

3.4 The terms "Vendors" and "Developer" shall include its successors or assigns.

3.5 The term "Purchasers" shall include his/her successors or assigns, his/her legal heirs, legal representatives, executors and administrators.

3.6 The parties of the first part and the second part shall hereinafter be referred to individually as “Party” and collectively as “Parties”.

3.7 “Act” means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Actr XLI of 2017);

3.8 “Rules” means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;

3.9 “Regulations” means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;

3.10 “Section” means a section of the Act.

4. **Subject Matter:**

The Allottee had applied for a Unit in the Project vide Application No. _____ dated _____ and has been allotted Unit No. _____, on the ____ Floor, having Carpet Area of Unit admeasuring _____sq ft more or less, having Built Up Area of Unit admeasuring _____---sqft more or less-, and along with Open Terrace having carpet area of _____ square feet, more or less, if applicable, and along with Open/Covered/ Mechanical Car Parking no. _____(morefully referred to as **UNIT**). The **UNIT** with the specific provision to use the Exclusive Floor Area (if applicable) and/or Exclusive Common Lobby, (if applicable) and the **COMPLEX COMMON AREAS** as mentioned above is collectively referred to as the “**COMMERCIAL UNIT**” more particularly described in **FIFTH SCHEDULE**. A plan showing the Unit in “**YELLOW**” is border and annexed hereto and marked as “**ANNEXURE-B**”.

5. **Background:**

5.1 Ownership of the Premises: The Vendorshereinare the jointsand absolute owner of all that piece of land referred to as the Premises morefully described in Schedule A hereto. The Vendorshadacquired the Premises through and under several Deeds of Conveyances, and these transactions are morefully described in Schedule D hereto.

5.2 Commercial Development of the project and SanctionofPlan: On 19.12.2018 the Vendorsgranted a development agreement for developing and exploiting the Premises and itsadjoiningareasforcommercialpurposesinfavouroftheDeveloper,whointurnapplied for and

obtained a building plan sanction and other necessary sanctions and permissions from the Kolkata Municipal Corporation vide No. (sanction no) dated _____ (the "Sanctioned Plan").

5.3 Name of the Project: The Developer has, since, named the commercial complex as "Primarc Chamber" (Project) which is G + 15 storied along with Open/Covered/ Mechanical Car Parking together with a business lounge exclusively for the owners along with various other amenities and facilities and the Project is known as Primarc Chambers ("Project").

5.4 Common Areas: The common areas of the Project/Commercial Complex, inter alia, are and/or will have amenities and facilities, which will be earmarked and/or meant to be used in common by the Purchaser of the respective units within the Project/Complex, in due course, as and when they are available for use and enjoyment, depending upon the progress of the construction and development of the Project /Complex. (Collectively the "COMPLEX COMMON AREAS") more fully described in the SCHEDULE.

In the Complex Common Areas, the owners/occupants of the each floor in the building of the Commercial Complex constructed on the Said Land, are and will be entitled to use and enjoy some of the Common Area pertaining to the respective floors only, demarcated and bordered in "GREEN" in the floor plan annexed hereto and marked as "ANNEXURE-B" and hereunder written as (the "FLOOR COMMON AREAS"). The said Floor Common Areas will be exclusively used by the Allottees of that particular floor only and will not form a part of the Complex Common Areas to be shared in common with all occupants of the Building .

The Developer has further created an Exclusive Common Lobby as demarcated in demarcated and bordered in "BLUE" in the floor plan annexed hereto and marked as "ANNEXURE-B" and hereunder written as (the "EXCLUSIVE COMMON LOBBY") for the exclusive use of the four Units being Units Nos. , , and . . The said Exclusive Common Lobby does not form a part of the Project Common Area and /or the Floor Common Area and is exclusively meant for the said Units _____ to _____.

5.5 There are some common areas which are for the common services of the entire project and for

common usage of all owners(hereafter the "Complex Common Area").

5.6 Commencement of Construction: The Developer, after obtaining the Sanctioned Plan for the Complex, commenced the construction in a phased manner.

5.7 Allotment: The Vendors and the Developer decided to allot independent Units in the project for commercial purposes and accordingly received applications for allotment of Apartments from intending acquirers, including the Purchasers herein.

5.8 Completion of Construction: The Developer has since completed the construction of the Project and has obtained the Completion Certificate being No. _____ of _____ from the office of the Kolkata Municipal Corporation.

5.9 Completion of Sale: The Purchasers being fully satisfied about the title of the Premises, the Sanctioned Plan and the construction of the Apartment, and having fulfilled all their obligations under the Agreement and having paid all the necessary installments towards the Net Price and deposits and advances (as applicable) of the Apartment, has approached the Developer for completing the sale and transfer by conveying the Apartment in its favour.

5.10 Execution: The Vendors and the Developer being agreeable to the execute a deed for transferring the title of the Apartment, the Parties hereby execute this Deed of Conveyance for sale and transfer of the Apartment in favour of the Purchasers on the terms and conditions hereinafter contained.

6 NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

6.1 Sale: The Vendors and the Developer hereby sells, conveys and transfers unto and in favour of the Purchasers the "Unit", more fully described in **Schedule B** hereto which the Purchasers shall have, hold and enjoy forever hereafter, free from all encumbrances, on consideration of the total sum mentioned in **Schedule E** (the "Net Price") paid by the Purchasers to the Developer, but subject to the mutual easements and restrictions mentioned in **Schedule F** (the "Purchasers' Specific Covenants"), which shall be covenants running with the Apartment in perpetuity, and the Net Price mentioned herein together with

the deposits and advances contains all charges, costs and deposits payable by the Purchasers to the Vendors.

6.2 Transfer: The transfer made hereunder is a “sale” within the meaning of the Transfer of Property Act, 1882.

6.3 Possession: After completion of the construction of the Apartment, a Notice of Possession has been sent by the Developer to the Purchasers informing the Purchasers that the Unit is ready for possession within 12 (Twelve) months of obtaining the Certificate and in terms thereof, the Developer has already handed over the vacant and peaceful possession of the Unit in favour of the Purchasers.

6.4 Covenants of the Vendors: The Vendor hereby covenants with the Purchaser that:

6.4.1 The Vendors are the joint and absolute owners of the said Premises and that its title thereto is good, marketable, and subsisting, and has the power to convey the same;

6.4.2 The Vendors and the Developer have the right, title, interest, power and absolute authority to sell, transfer and convey the Unit.

6.4.3 The Purchasers shall, subject to observing and performing the covenants contained herein, peaceably own, hold and enjoy the Unit.

6.4.4 The Developer has developed the Premises with the requisite approvals from the competent authorities and was within its rights to do so;

6.4.5 There are no encumbrances on the Premises that the Vendors and Developer are aware of;

6.4.6 There are no litigations pending before any Court of Law with respect to the said Premises or the Unit;

6.4.7 All approvals, licenses and permits issued by the competent authorities with respect to the Premises and the Apartment are valid and subsisting and have been obtained by following the due process of law. Further, the Vendors and the Developer have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Premises, Building, until handover of thereof, including the land comprised in the Premises, in favour of the association of owners on formation of the same;

- 6.4.8** The Vendor and the Developer have not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any other person or party with respect to the said Premises, and the Unit, which will, in any manner, affect the rights of the Vendor and the Developer under this Deed of Conveyance or the Agreement for Sale entered into with respect to the Unit.
- 6.4.9** The Premises is not the subject matter of any HUF and that no part thereof is owned by any minor, and/or no minor has any right, title, and claim over the Premises;
- 6.4.10** No notice from the government, or any local body, or authority or any legislative enactment, Government ordinance, order, notification (including any notice for acquisition or requisition of the Premises) has been received by or served upon the Vendor or the Developer in respect of the Premises.
- 6.4.11** The Vendor and the Developer hereby grant the Purchasers all the rights that have been mentioned in **Schedule G** of this Deed (“**Purchasers’ Specific Rights**”).
- 6.4.12** The Developer shall handover the common areas and facilities of the entire Commercial Complex comprised in the Premises unto and in favour of the apartment owners’ association as required under law.
- 6.4.13** The Developer shall rectify all reasonable construction related defects in the said Unit, if any, brought to the notice of the Vendors, at its own cost and effort, within five years year from the date of Notice of Possession, within thirty days of such information being received by the Developer, unless prevented by force majeure. The Developer at no circumstances shall be responsible to rectify any defect in any modification or up gradation of any specification done by the Purchasers or its agents but shall be restricted to the rectification of the original construction done by the Developer only. If for some reason the Purchasers express dissatisfaction in this regard, the same will be referred to the Project Architect whose decision, with regard to satisfactory rectification of the same shall be final and binding on the Parties. The Purchaser, upon expiry of the above said period of defects liability, shall have no claim against the Vendor or the Developer respect of any defect in the said Apartment under any circumstances. It is clarified that the above said responsibility of the Developer to rectify, shall not cover defects, damage, or malfunction resulting from (a) misuse (b) unauthorised modifications or repairs done by the Purchasers or their nominee/agent, (c) cases of force majeure (d) failure to maintain the

amenities/equipments (e) accident and (f) negligent use.

6.5 Covenants of the Purchasers: The Purchasers hereby agree and covenant with the Vendors as follows:

- 6.5.1** The Purchasers have inspected and verified all the documents and Sanctioned Plan related to the Commercial Complex and the Unit.
- 6.5.2** The Purchaser have also inspected the Unit and the Parking Space and is absolutely satisfied as to the area and construction of the Flat and the Parking Space and the conditions and descriptions of all the fixtures and fittings installed and/or provided therein and also the amenities and facilities appurtenant thereto and as to the nature, scope and extent of benefit or interest in the Common Area and the same does not deviate from the Agreement for Sale and the General Terms and Conditions of the project.
- 6.5.3** The Purchasers are aware and has full knowledge of the applicable laws, notifications, rules and regulations applicable to the said Complex and the Premises.
- 6.5.4** A demarcated portion of the top roof of the Building shall remain common to all residents of the Building (the “**Common Roof**”) and all common installations such as water tank and lift machine room shall be situated in the Common Roof. Purchasers shall not claim any exclusive right over the same.
- 6.5.5** The Purchasers shall have the Unit mutated and separately assessed in their name from the Kolkata Municipal Corporation.
- 6.5.6** The right to use of the Parking Space and the undivided proportionate share of land attributable to the Unit can only be transferred along with the Unit hereby sold and shall be deemed to have been transferred with the Unit even though the same is not expressly mentioned in any future conveyance or instrument of transfer. The Purchasers is only entitled to use the parking space and this conveyance does not confer any right of ownership to the Purchasers of the land beneath the parking space.
- 6.5.7** The Purchasers shall apply to the electricity supply company/authority individually for obtaining supply of power and meter for the respective Unit and the Purchasers shall pay all applicable security deposits, cost of cable and/or all other charges for

thesame.

- 6.5.8** The Developer has developed a Business Lounge in the Complex for recreational facilities (the “**Business Lounge**”) for exclusive use of the unit owners in the said commercial complex. The Business Lounge shall form a part of the project Common Area. The Purchasers shall have the right to use the facilities offered by the Business Lounge subject to payment of one-time interest free security deposit for use of facilities along with annual subscription fees to the Developer and thereafter the Association of Apartment Owners.
- 6.5.9** The right to use the facilities offered by the Business Lounge will always lie with the owner of the Unit, i. e., the rights of use of the Business Lounge will get automatically transferred with the transfer of ownership of the Apartment. In the event, the Apartment is occupied by a party other than the owner of the Apartment, such occupier shall be entitled to use the club house facility and other common facilities and not the owner of the Commercial Unit
- 6.5.10** The Purchasers will have no objection for the Developer to carry out work on the Business Lounge, Common Areas and other unfinished units after completion/taking over possession of the said Units.
- 6.5.11** The Purchasers shall perform and fulfill all the covenants, stipulations, conditions and obligations of the Purchasers as contained in **Schedule F**.
- 6.5.12** The Purchasers shall pay all rates, taxes and outgoings, including GST, Municipal tax, surcharge, land revenue, levies, cess, wholly in respect of the Apartment and proportionately in respect of the Complex.
- 6.5.13** In the event of any default on the part of the Purchasers to pay the proportionate share of all common maintenance charges and outgoings, towards the Common Area and the Complex Common Area including the Club, the Purchasers shall be liable to pay interest at the State Bank of India highest marginal cost of lending rate plus 2% per annum on the amounts lying in arrears and if such default continues for a period of three months then and in that event the Purchasers shall not be entitled to avail of any of the facilities and/or utilities mentioned hereafter and the Developer and/or Apartment Owners Association as the case may be shall be entitled to:

6.5.13.1 to discontinue the supply of electricity to the Purchasers' Unit;

6.5.13.2 to discontinue the supply of water;

6.5.13.3 to withdraw the lift facilities to the Purchasers and/or to the members of his family including the Purchasers' visitors, servants and agents;

6.5.13.4 to discontinue the facility of DG Power back-up;

6.5.13.5 to discontinue the facilities of resident's club to the Purchasers and their family members;

6.5.13.6 And such facilities shall not be restored until the Purchasers make payment of all the amounts lying in arrears together with interest accrued at the aforesaid rate including all costs, charges and expenses incurred till then by the Vendors for realization of the amounts lying in arrears.

6.5.14 They shall observe and abide by the bye-laws for the commercial complex, rules and regulations, bye laws prescribed by the Government/ Statutory Authority in regard to ownership and/or enjoyment of the Unit.

6.6 Rules of Interpretation: The words used in bold in the headings of the Clauses and any Sub-Clauses have the meaning assigned to them in such Clauses or Sub-Clause and the words put in bold in brackets define the word, phrase or expression immediately preceding

SCHEDULE A
DESCRIPTION OF PREMISES AND LAYOUT PLAN

ALL THAT piece and parcel of “Bastu” land admeasuring about 55 cottah 7.19 Sq. Ft., more or less comprised in Dag No. 391, 392, 393 under Khatian No. 193, 194, 201 & 204, Mouza Laskarhat, J. L. No. 11, Police Station Kasba (earlier at Tiljala), District 24 Parganas (South), under jurisdiction of Kolkata Municipal Corporation, Ward No. 107, Laskarhat Road, Kolkata, butted and bounded as follows:

North: Laskarhat Road

South: Canal

East: Dag No. 394

West: Passage & Canal

SCHEDULE “B”

DESCRIPTION OF THE COMMERCIAL UNIT

All That the Unit No. _____, on the ____ floor having Carpet Area of Unit admeasuring _____sq ft more or less, , and along with Open Terrace having carpet area of _____ square feet, more or less, if applicable, Open/covered/ MLCP Car parking No. _____ admeasuring approximately 135 square feet.

SCHEDULE “C”

(Devolution of Title)

Devolution on Title of R.S. Dag Nos. 391 And 392

1. **WHEREAS** one Suradhani Dasi was the absolute owner of All That piece and parcel land measuring 4 (four) *bigha* 1 (one) *cottah*, 10 Chittacks, 36 sq.ft., more or less, equivalent to 135 (one hundred and thirty five) decimal [Land area 120 decimals in R.S. dag No. 391 & Land area 15 decimals in R.S. Dag No. 392], more or less, comprised in R.S. *Dag* Nos. 391 and 392, recorded in R.S. *Khatian* No. 193, & 194, *Mouza* Laskarhat, J.L. No. 11, Police Station Tiljala, District Sub-Registration Alipore (hereinafter called the **Larger Property**).

2. **ANDWHEREAS** SuradhaniDasi by a Deed of Conveyance dated 3rd March, 1956, registered in the Office of the District Registration Office Alipore, in Book No. I, Volume No. 38, at Pages 61 to 64, being Deed No.1639 for the year 1956, sold All That piece and parcel land measuring 4 (four) *bigha* and 2 (two) *cottah*, more or less, equivalent to 135 (one hundred and thirty five) decimal, more or less, comprised in R.S. *Dag* Nos. 391 and 392, recorded in R.S. *Khatian* No. 193,& 194, *Mouza*Laskarhat, J.L. No. 11, Police Station Tiljala, District Sub-Registration Aliporeto Hari Ananda Sarkar, Joy Govinda Sarkar and Gobinda Chandra Mondal (collectively Hari Ananda Sarkar And Others), each of them having undivided 1/3rd (one-third) share therein.
3. **AND WHEREAS** y virtue of a Deed of Sale dated 13th May, 1965, registered at the Office of the Sub-Registrar at Alipore and recorded in Book I, Volume No. 91, pages from 7 to 9, being Deed No. 4064 for the year 1965, Gobinda Chandra Mondal sold and transferred his share in land measuring 1.35 acre situated in C.S. *Dag* No. 391 under R.S. *Khatian* No. 193 and C.S. *Dag* No. 392 under *Khatian* No. 194 in *Mouza* Laskarhat, J.L.No.11, Touzi No. 2998 under Police Station Tollygunge, now Tiljala, District 24 Parganas to Joy Gobinda Sarkar.
4. **AND WHEREAS** JayGobinda Sarkar by a Deed of Conveyance, registered in the Office of the Sub-Registrar, Alipore, in Book No. I, Volume No.40, at Pages 203 to 205, being Deed No. 2129 for the year 1966, sold to Uddhav Chandra Sarkar and Anil Chandra Sarkar (collectively **Uddhav Chandra Sarkar And Another**) land measuring 33 (thirty three) decimal, more or less, equivalent to 1 (one) *bigha*, more or less, out of the Larger Property.
5. **AND WHEREAS** Uddhav Chandra Sarkar and Anil Chandra Sarkar mutually partitioned the said land measuring 33 (thirty three) decimal, more or less, equivalent to 1 (one) *bigha*, more or less, by a Deed of Partition, registered in the Office of the District Registrar Alipore, in Book No. I, Volume No. 325, at Pages 223 to 231, being Deed No. 18408 for the year 1992 and each of them has become the owner of land measuring 10 (ten) *cottah*, more or less, equivalent to 16.50 (sixteen point five zero) decimal, more or less
6. **AND WHEREAS** Anil Chandra Sarkar by a Deed of Gift dated 19th December, 2003, registered in the Office of the District Sub-Registration-III, Alipore, South 24 Parganas, in Book No. I, Volume No. 1, at Pages 8396 to 8413, being Deed No. 325 for the year 2004, Anil Chandra Sarkar gifted his share to Uddhav Chandra Sarkar.
7. **AND WHEREAS** Uddhav Chandra Sarkar by a Deed of Conveyance dated 13th September, 2004, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, Volume No. 1, at Pages 1 to 16, being Deed No. 07351 for the year 2004, sold land measuring (i) 8 (eight) *cottah* and 6 (six) *chittack*, more or less, comprised in R.S. *Dag* No. 391 and (ii) 1 (one) *cottah* and 10 (ten) *chittack*, more or less, comprised in R.S. *Dag* No. 392, totalling to land measuring 10 (ten) *cottah*,

- to Oriental Trimex Limited. The said Deed was duly rectified by a Deed of Rectification dated 9th January, 2007, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No.I, Volume No.1, at Pages 1 to 9, being Deed No. 231 for the year 2007.
8. **AND WHEREAS** Uddhav Chandra Sarkar by a Deed of Conveyance dated 7th November, 2015, registered in the Office of the Additional Registrar of AssurancesI, Kolkata, in Book No. I, Volume Number 1901-2015, at Pages 152046 to 152080, being Deed No. 190108788 for the year 2015, sold land measuring (i) 5 (five) *chittack*, more or less, comprised in R.S. *Dag* No. 391 and (ii) 3 (three) *cottah* and 11 (eleven) *chittack*, more or less, comprised in R.S. *Dag* No. 392, totalling to land measuring 4 (four) *cottah*, to Ashoka Business Systems Private Limited, Skylark Niwas Private Limited and SalasarAbasan Private Limited (collectively **Ashoka Business Systems Private Limited And Others**).
9. **AND WHEREAS** Oriental Trimex Limited by a Deed of Conveyance dated 8th September, 2015, registered in the Office of the Additional Registrar of Assurances I, Kolkata, in Book No. I, Volume Number 1901-2015, at Pages 102135 to 102170, being Deed No. 190107288 for the year 2015, sold land measuring (i) 8 (eight) *cottah* and 6 (six) *chittack*, more or less, comprised in R.S. *Dag* No. 391 and (ii) 1 (one) *cottah* and 10 (ten) *chittack*, more or less, comprised in R.S. *Dag* No. 392, totalling to land measuring 10 (ten) *cottah*, to Ashoka Business Systems Private Limited And Others.
10. **AND WHEREAS** Hari Ananda Sarkar, being co-owners of Jay Gobinda Sarkar and Gobinda Chandra Mondal, died leaving behind him surviving his wife Parmeswari Sarkar and 4 (four) sons, namely, Manik Chand Sarkar, Sunil Sarkar, Motilal Sarkar and Sudeb Sarkar and 4 (four) married daughters, namely, Bina Roy, Sabita Das, Kabita Biswas and Swapna Mondal, as his only legal heirs and heiresses (hereinafter collectively referred as **Legal Heirs Of Late Hari Ananda Sarkar**), who inherited the entire right, title and interest of Late Hari Ananda Sarkar in the Larger Property.
11. **AND WHEREAS** Gobinda Chandra Mondal by a Deed of Conveyance dated 13th May, 1965, registered in the Office of the District Registrar Alipore, in Book No. I, Volume No. 91, at Pages 10 to 12, being Deed No. 4065 for the year 1965, sold to Manik Chand Sarkar, Sunil Sarkar, Motilal Sarkar and Sudeb Sarkar, land measuring 22.5 (twenty two point five) decimal, more or less, out of his share in the Larger Property.
12. **AND WHEREAS** the Legal Heirs Of Late Hari Ananda Sarkar, by a Deed of Conveyance dated 19th March, 1998, registered in the Office of the Additional District Sub-Registrar, Sealdah, in Book No. I, being Deed No. 1499 for the year 1998, sold land measuring 4 (four) *cottah* 4 (four) *chittack* and 15 (fifteen) square feet, more or less, comprised in R.S. *Dag* Nos. 391 and 392, to BijayBaid.
13. **AND WHEREAS** BijayBaid, by a Deed of Conveyance dated 8th March, 2002, registered in the Office of the Additional District Sub-Registrar, Sealdah, in Book No. I, Volume No. 117, at Pages 202 to 213, being Deed No. 2212 for the year 2003, sold to Rajesh Punia *alias* Rajesh Kumar Punia land measuring

- 152 (one hundred and fifty two) square feet, more or less, comprised in R.S. *Dag* No. 391.
14. **AND WHEREAS** Rajesh Punia *alias* Rajesh Kumar Punia, by a Deed of Conveyance dated 8th September, 2015, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, Volume Number 1901-2015, at Pages 102171 to 102204, being Deed No. 190107289 for the year 2015, sold land measuring 152 (one hundred and fifty two) square feet, more or less, comprised in R.S. *Dag* No. 391, to Ashoka Business Systems Private Limited And Others.
 15. **AND WHEREAS** the Legal Heirs Of Late Hari Ananda Sarkar, by a Deed of Conveyance dated 19th March, 1998, registered in the Office of the District Sub-Registrar, Alipore, in Book No. I, being Deed No. 1500, sold land measuring 3 (three) *cottah* 15 (fifteen) *chittack* 30 (thirty) square feet , more or less, comprised in R.S. *Dag* No. 391, to Bidisha Das.
 16. **AND WHEREAS** the Legal Heirs Of Late Hari Ananda Sarkar, by a Deed of Conveyance dated 19th March, 1998, registered in the Office of the District Sub-Registrar, Alipore, in Book No. I, being Deed No. 1501, sold land measuring 3 (three) *cottah* 8(eight) *chittack* 15(fifteen) square feet , more or less, comprised in R.S. *Dag* No. 391, to Bipasha Das.
 17. **AND WHEREAS** Bidisha Das by a Deed of Conveyance dated 10th December, 1999, registered in the Office of the District Sub-Registrar-III, Alipore, in Book No. I, Volume No. 25, at Pages 175 to 184, being Deed No. 864 for the year 2000, sold land measuring 3 (three) *cottah* 15 (fifteen) *chittack* and 30 (thirty) square feet, more or less, equivalent to 6.577 (six point five seven seven) decimal, more or less, comprised in R.S. *Dag* Nos. 391, to Santharam Venkat Narayan.
 18. **AND WHEREAS** Bipasha Das by another Deed of Conveyance dated 10th December, 1999, registered in the Office of the District Sub-Registrar-III, Alipore, in Book No. I, Volume No. 25, at Pages 185 to 194, being Deed No. 865 for the year 2000, sold land measuring 3 (three) *cottah* 8 (eight) *chittack* and 15 (fifteen) square feet, more or less, comprised in R.S. *Dag* Nos. 391, to Prabha Sankar.
 19. **AND WHEREAS** Santharam Venkat Narayan by a Deed of Conveyance dated 11th September, 2001, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, Volume No. 165, at Pages 31 to 44, being Deed No. 7470 for the year 2001, sold land measuring 3 (three) *cottah* 15 (fifteen) *chittack* and 30 (thirty) square feet, more or less, comprised in R.S. *Dag* Nos. 391, to Rajesh Punia.
 20. **AND WHEREAS** Prabha Sankar by a Deed of Conveyance dated 11th September, 2001, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, Volume No. 165, at Pages 45 to 57, being Deed No. 7471 for the year 2001, sold land measuring 3 (three) *cottah* 8 (eight) *chittack* and 15 (fifteen) square feet, more or less, comprised in R.S. *Dag* Nos. 391, to Rajesh Punia.
 21. **AND WHEREAS** Rajesh Punia by a Deed of Conveyance dated 31st March, 2008, registered in the Office of the District Sub-Registrar, Alipore, in Book No. I, Volume No. 1, at Pages 425 to 440, being Deed No. 3194 for the year 2008, sold land measuring 7 (seven) *cottah* and 8 (eight) *chittack*, more or

less, comprised in R.S. *Dag* Nos. 391, to Oriental Trimex Limited.

22. **AND WHEREAS** Oriental Trimex Limited by a Deed of Conveyance dated 8th September, 2015, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, Volume No. 1901-2015, at Pages 102205 to 102240, being Deed No. 190107290 for the year 2015, sold land measuring 7 (seven) *cottah* and 8 (eight) *chittack*, more or less, comprised in R.S. *Dag* Nos. 391, to Ashoka Business Systems Private Limited And Others.
23. **AND WHEREAS** the said Ashoka Business Systems Private Limited, SalasarAbasan Pvt. Ltd and Skylark Niwas Pvt Ltd. Jointly owner of Land area 21 cottahas 11 Chittacks 17 sq. Ft. i.e. 35.88 decimals [Land area 16 cottahas 6 Chittacks 27.12 sq. Ft. i.e. 27.12 decimals in R.S. *dag* No. 391 & Land area 5 cottahas 5 Chittacks 8.76 sq. Ft. i.e. 8.76 decimals in R.S. *Dag* No. 392, more or less, out of the Larger Property.
22. **AND WHEREAS** the said Ashoka Business Systems Private Limited, SalasarAbasan Pvt. Ltd and Skylark Niwas Pvt Ltd. Jointly mutated their names in the concerned B.L. & L.R.O. The details are as Follows:-

(i) R.S. *Dag* No. 391 under R.S. Khatian No. 193

Owners Name	Purchase area (in Decimals)	Mutated area (in decimals)	Converted Area (in Decimals)
Ashoka Business Systems Private Limited	9.04	8.912	8.912
SalasarAbasan Pvt. Ltd	9.04	8.912	8.912
Skylark Niwas Pvt Ltd.	9.04	8.912	8.912
Total	27.12	26.736	26.736

(ii) R.S. *Dag* No. 392 under R.S. Khatian No. 194

Owners Name	Purchase area (in Decimals)	Mutated area (in decimals)	Converted Area (in Decimals)
Ashoka Business Systems Private Limited	2.92	2.67	2.67
SalasarAbasan Pvt. Ltd	2.92	2.67	2.67
Skylark Niwas Pvt Ltd.	2.92	2.67	2.67
Total	8.76	8.01	8.01

Title R.S. Dag No. 393

1. **WHEREAS** Pranab Prasad Roy and Pratibha Chandra Roy were *inter alia* the absolute owner of land measuring 117 (one hundred and seventeen) decimal, more or less, comprised in R.S. *Dag* No. 393, under R.S. Khatian Nos. 201 & 204 *Mouza* Laskarhat, J.L. No. 11, Police Station Tiljala, District Sub-Registration Alipore (hereinafter called the **Larger Property**).
2. **AND WHEREAS** during enjoyment of joint ownership Pranab Prasad Roy and Pratibha Chandra Roy executed a Deed of Partition dated 23rd August, 1967, registered in the Office of the District Sub-Registrar, Alipore, in Book No. I, Volume No. 77, being Deed No. 6392 for the year 1967, wherein Pranab Prasad Roy was absolutely allotted the entirety of land measuring 58 (fifty eight) decimal, more or less, comprised in R.S. *Dag* No. 393, under R.S. Khatian No. 204 *Mouza* Laskarhat, J.L. No. 11, Police Station Tiljala, District Sub-Registration Alipore out of the Larger Property.
3. **AND WHEREAS** the said Pranab Prasad Roy by a Deed of Conveyance dated 13th November, 1968, registered in the Office of the District Sub-Registrar, Alipore, in Book No. I, Volume No. 127, at Pages 103 to 106, being Deed No. 6645 for the year 1968, sold to one Biswanath Debnath land measuring 49.5 (forty nine point five) decimal, more or less, comprised in R.S. *Dag* No. 393, under R.S. Khatian No. 204 *Mouza* Laskarhat, J.L. No. 11, Police Station Tiljala, District Sub-Registration Alipore out of land measuring 58 (fifty eight) decimal, more or less (hereinafter called the **First Mother Property**).
4. **AND WHEREAS** subsequent to his purchase Biswanath Debnath divided the entirety of the First Mother Property into several plots.
5. **AND WHEREAS** Biswanath Debnath by a Deed of Conveyance dated 13th November, 1968, registered in the Office of the Joint Sub-Registrar, Alipore, in Book No. I, Volume No. 119, being Deed No. 6647 for the year 1968, sold to Radha Singh, wife of Gurudayal Singh **ALL THAT** piece and parcel of land measuring 2 (two) *cottah*, more or less, comprised in R.S. *Dag* No. 393, recorded in R.S. Khatian No. 204, *Mouza* Laskarhat, J.L. No. 11, Police Station Tiljala, District Sub-Registration Alipore (hereinafter called **First Plot of Land**) being a portion of the First Mother Property.
6. **AND WHEREAS** the said Radha Singh by a Deed of Conveyance dated 9th November, 2006, registered in the Office of the Additional Registrar of Assurances-II, Kolkata, in Book No. I, Volume No. 1, at

Pages 1 to 29, being Deed No. 1610 for the year 2007, sold to DevrupVaniya Private Limited, Rising Vaniya Private Limited, Style Tracom Private Limited and Rishabh Dev Private Limited (hereinafter collectively referred as **DevrupVaniya Private Limited And Others**) the entirety of the First Plot of Land.

7. **AND WHEREAS** Biswanath Debnath by a Deed of Conveyance dated 13th November, 1968, registered in the Office of the Joint Sub-Registrar, Alipore, in Book No. I, Volume No. 126, at Pages 100 to 103, being Deed No. 6646 for the year 1968, sold to Sukhdeb Prasad *alias* Sukhdeb Prasad Das, son of Late Ruchai Prasad Das **ALL THAT** piece and parcel of land measuring 11 (eleven) cottah, more or less, comprised in R.S. *Dag* No. 393, recorded in R.S. *Khatian* No. 204, *Mouza* Laskarhat, J.L. No. 11, Police Station Tiljala, District Sub-Registration Alipore (hereinafter called **Second Plot of Land**) being a portion of the First Mother Property.
8. **AND WHEREAS** the said Sukhdeb Prasad *alias* Sukhdeb Prasad Das by a Deed of Conveyance dated 9th December, 2006, registered in the Office of the Additional Registrar of Assurances-II, Kolkata, in Book No. I, Volume No. 1, at Pages 1 to 25, being Deed No. 1060 for the year 2007, sold to DevrupVaniya Private Limited And Others the entirety of the Second Plot of Land.
9. **AND WHEREAS** Biswanath Debnath by a Deed of Conveyance dated 13th November, 1968, registered in the Office of the Joint Sub-Registrar, Alipore, in Book No. I, Volume No. 127, at Pages 107 to 110, being Deed No. 6649 for the year 1968, sold to Ram Narayan Sett, son of Late Kanick Sett **ALL THAT** piece and parcel of land measuring 9 (nine) *cottah*, more or less, comprised in R.S. *Dag* No. 393, recorded in R.S. *Khatian* No. 204, *Mouza* Laskarhat, J.L. No. 11, Police Station Tiljala, District Sub-Registration Alipore (hereinafter called **Third Plot of Land**) being a portion of the First Mother Property.
10. **AND WHEREAS** the said Ram Narayan Sett by a Deed of Conveyance dated 22nd March, 2007, registered in the Office of the Additional Registrar of Assurances-II, Kolkata, in Book No. I, CD Volume No. 69 pages 2211-2243 being Deed No. 2750 for the year 2008, sold to DevrupVaniya Private Limited And Others the entirety of the Third Plot of Land.
11. **AND WHEREAS** Biswanath Debnath by a Deed of Conveyance dated 13th November, 1968, registered in the Office of the Joint Sub-Registrar, Alipore, in Book No. I, Volume No. 115, at Pages 245 to 248, being Deed No. 6648 for the year 1968, sold to Radha Rani Sett, wife of Ram Narayan Sett **ALL THAT** piece and parcel of land measuring 6 (six) *cottah* and 2 (two) *chittack*, more or less, comprised in R.S. *Dag* No. 393, recorded in R.S. *Khatian* No. 204, *Mouza* Laskarhat, J.L. No. 11, Police Station Tiljala, District Sub-Registration Alipore (hereinafter called **Fourth Plot of Land**) being a portion of the First Mother Property.
12. **AND WHEREAS** the said Radha Rani Sett by a Deed of Conveyance dated 22nd March, 2007, registered in the Office of the Additional Registrar of Assurances-II, Kolkata, in Book No. I, Volume

No. 69 Pages 2182 to 2210 being Deed No. 2749 for the year 2008, sold to DevrupVaniya Private Limited And Others the entirety of the Fourth Plot of Land.

13. AND WHEREAS the Said DevrupVaniya Private Limited, Rising Vaniya Private Limited, Style Tradecom Private Limited and Rishabh Dev Builders Private Limited Jointly owner of Land area 28 cottahas 02 Chittacks. i.e. 46.88 decimals, more or less, comprised in R.S. *Dag* No. 393, recorded in R.S. *Khatian* No. 204, *Mouza*Lashkarhat, J.L. No. 11, Police Station Tiljala, District Sub-Registration Alipore out of the First Mother Property.
14. AND WHEREAS the Said DevrupVaniya Private Limited, Rising Vaniya Private Limited, Style Tradecom Private Limited and Rishabh Dev Builders Private Limited Jointly mutated their names in the concerned B.L. & L.R.O. The details are as Follows:-

R.S. *Dag* No. 393 under R.S. *Khatian* No. 204

Owners Name	Purchase area (in Decimals)	Mutated area (in decimals)	Converted Area (in Decimals)
DevrupVaniya Private Limited	11.62	6.995	6.995
Rising Vaniya Private Limited	11.62	6.995	6.995
Style Tradecom Private Limited	11.62	6.995	6.995
Rishabh Dev Builders Private Limited	11.62	6.995	6.995
Total	46.48	27.98	27.98

15. AND WHEREAS by virtue of the Deed of Partition dated 23rd August, 1967, registered in the Office of the District Sub-Registrar, Alipore, in Book No. I, Volume No. 77, being Deed No. 6392 for the year 1967, wherein Pratibha Chandra Roy was absolutely allotted the entirety of land measuring 59 (fifty nine) decimal, more or less, comprised in R.S. *Dag* No. 393, under R.S. *Khatian* No. 201, *Mouza*Lashkarhat, J.L. No. 11, Police Station Tiljala, District Sub-Registration Alipore out of the Larger Property (hereinafter called the **Second Mother Property**).
15. AND WHEREAS Subsequent to the Deed of Partition, Pratibha Chandra Roy divided the entirety of the Second Mother Property into several plots.
16. AND WHEREAS Pratibha Chandra Roy by a Deed of Conveyance dated 30th August, 1982, registered in the Office of the Sub-Registrar, Alipore, in Book No. I, being Deed No. 5135 for the year 1982, sold to Kamta Prasad Shaw, Lalta Prasad Shaw, Sant Prasad Shaw, Phool Chand Shaw, Mool Chand Shaw and Lal Chand Shaw (hereinafter collectively as **Kamta Prasad Shaw And Others**) All That Plot No. A, being land measuring 2 (two) *cottah* and 8 (eight) *chittack*, more or less, out of the Second

- Mother Property together with a 12 feet wide common passage (hereinafter referred as **Plot A**).
17. **AND WHEREAS** Kamta Prasad Shaw And Others by a Deed of Conveyance dated 9th February, 1996, registered in the Office of the Additional District Sub-Registrar, Sealdah, in Book No. I, Volume No. 7, at Pages 248 to 258, being Deed No. 264 for the year 1996, sold of Plot A to Joydeep Mazumder, Aparajita Mazumder, Sudeep Mazumder, Nilothpaula Mazumder , Anil Tolasaria, Rekha Tolasaria, Ruchir Bose and Pallabi Bose *alias* Poulami Bose (hereinafter collectively as **Joydeep Mazumder And Others**)
 18. **AND WHEREAS** Pratibha Chandra Roy by a Deed of Conveyance dated 1st September, 1982, registered in the Office of the Sub-Registrar, Alipore, in Book No. I, Volume No. 319, at Pages 98 to 107, being Deed No. 12313 for the year 1982, sold to Debi Prasad Shaw, Ganesh Prasad Shaw, Naresh Prasad Shaw and Suresh Prasad Shaw (hereinafter collectively referred as **Debi Prasad Shaw And Others**) All That Plot No. D, being land measuring 4 (four) *cottah*, out of the Second Mother Property together with a 12 feet wide common passage (hereinafter referred as **Plot D**).
 19. **AND WHEREAS** Debi Prasad Shaw And Others by a Deed of Conveyance dated 13th February, 1996, registered in the Office of the Additional District Sub-Registrar, Sealdah, in Book No. I, Volume No. 8, at Pages 47 to 61, being Deed No. 289 for the year 1996, sold of Plot D to Joydeep Mazumder, Aparajita Mazumder, Sudeep Mazumder and Nilothpaula Mazumder , Anil Tolasaria, Rekha Tolasaria, Ruchir Bose and Pallabi Bose *alias* Poulami Bose (hereinafter collectively as **Joydeep Mazumder And Others**).
 20. **AND WHEREAS** Pratibha Chandra Roy by a Deed of Conveyance dated 30th August, 1982, registered in the Office of the Sub-Registrar, Alipore, in Book No. I, Volume No. 125, at Pages 208 to 216, being Deed No. 5134 for the year 1982, sold to Bhagwati Prasad Shaw All That Plot No. E, being land measuring 1 (one) *cottah* and 8 (eight) *chittack*, out of the Second Mother Property together with a 12 feet wide common passage (hereinafter referred as **Plot E**).
 21. Bhagwati Prasad Shaw died intestate leaving behind him surviving his wife Smt. Durga Devi and son namely Bikash Kumar Shaw as his only legal heirs and successors and no other person or persons as his only legal heirs and successors (hereinafter collectively referred as **Durga Devi And Another**)
 22. **AND WHEREAS** Durga Devi And Another by a Deed of Conveyance dated 28th February, 1996, registered in the Office of the Additional District Sub-Registrar, Sealdah, in Book No. I, Volume No. 36, at Pages 94 to 110, being Deed No. 1450 for the year 1996, sold of Plot E to Anil Tolasaria, Rekha Tolasaria, Ruchir Bose and Pallabi Bose *alias* Poulami Bose , Joydeep Mazumder, Aparajita Mazumder, Sudeep Mazumder and Nilothpaula Mazumder hereinafter collectively as Anil Tolasaria **And Others**).
 23. **AND WHEREAS** Pratibha Chandra Roy by a Deed of Conveyance dated 1st September, 1982, registered in the Office of the Sub-Registrar, Alipore, in Book No. I, being Deed No. 5132 for the year 1982, sold to Deoraj Prasad Gupta and Prithvi Raj Gupta (hereinafter collectively referred as **Deoraj**

Prasad Gupta And Another) All That Plot No. F, being land measuring 3 (three) cottah, out of the Second Mother Property together with a 12 feet wide common passage (hereinafter referred as **Plot F**).

24. **AND WHEREAS**Deoraj Prasad Gupta And Another by a Deed of Conveyance dated 9th February, 1996, registered in the Office of the Additional District Sub-Registrar, Sealdah, in Book No. I, Volume No. 7, at Pages 259 to 274, being Deed No. 265 for the year 1996, sold of Plot F toAnilTolasaria, Rekha Tolasaria, Ruchir Bose and Pallabi Bose *alias*Poulami Bose, JoydeepMazumder, AparajitaMazumder, Sudeep Mazumder and NilothpaulaMazumder (hereinafter collectively as Anil Tolasaria **And Others**)..
25. **AND WHEREAS** Pratibha Chandra Roy by a Deed of Conveyance dated 30th August, 1982, registered in the Office of the Sub-Registrar, Alipore, in Book No. I, being Deed No. 5131 for the year 1982, sold to Lakhan Lal Baraiand Ashok Kumar Prasad (hereinafter collectively referred as **Lakhan Lal Barai And Another**) All That Plot No. G, being land measuring 2 (two) *cottah*, out of the Second Mother Property together with a 12 feet wide common passage (hereinafter referred as **Plot G**).
26. **AND WHEREAS** Lakhan Lal BaraiAnd Another by a Deed of Conveyance dated 9th July, 1996, registered in the Office of the Additional District Sub-Registrar, Sealdah, in Book No. I, Volume No. 84, at Pages 23 to 40, being Deed No. 3266 for the year 1996, sold of Plot G to Anil Tolasaria, Rekha Tolasaria, Ruchir Bose and Pallabi Bose *alias*Poulami Bose , JoydeepMazumder, AparajitaMazumder, Sudeep Mazumder and NilothpaulaMazumder (hereinafter collectively as Anil Tolasaria **And Others**).
- 27.. **AND WHEREAS** Pratibha Chandra Roy by a Deed of Conveyance dated 1st September, 1982, registered in the Office of the Sub-Registrar, Alipore, in Book No. I, Volume No. 319, at Pages 136 to 144, being Deed No. 12317 for the year 1982, sold to Hari Shaw and Govinda Prasad Gupta All That Plot No. J, being land measuring 2 (two) *cottah*, out of the Second Mother Property together with a 12 feet wide common passage (hereinafter referred as **Plot J**).
28. **AND WHEREAS** Govinda Prasad Gupta by a Deed of Conveyance dated 29th August, 1996, registered in the Office of the Additional District Sub-Registrar, Sealdah, in Book No. I, Volume No. 84, at Pages 77 to 96, being Deed No. 3269 for the year 1996, sold of Plot J to Anil Tolasaria, Rekha Tolasaria, Ruchir Bose and Pallabi Bose *alias*Poulami Bose , JoydeepMazumder, AparajitaMazumder, Sudeep Mazumder and NilothpaulaMazumder (hereinafter collectively as Anil Tolasaria **And Others**).
- Pertinent to mention herein that, though Hari Shaw was the owner of undivided ½ share of Plot J, but inadvertently the entirety of Plot J was sold by Govinda Prasad Gupta.
29. **AND WHEREAS** after demise of Hari Shaw, by his son Pratap Kumar Shaw and wife Usha Bharati jointly sold by a Deed of Conveyance dated 5th September, 1996, registered in the Office of the Additional District Sub-Registrar, Sealdah, in Book No. I, Volume No. 84, at Pages 59 to 76, being Deed No. 3268 for the year 1996, sold of Plot J to Anil Tolasaria, Rekha Tolasaria, Ruchir Bose and

Pallabi Bose *alias* Poulami Bose , Joydeep Mazumder, Aparajita Mazumder, Sudeep Mazumder and Nilothpaula Mazumder (hereinafter collectively as Anil Tolasaria **And Others**).

30. **AND WHEREAS** Pratibha Chandra Roy by a Deed of Conveyance dated 1st September, 1982, registered in the Office of the Sub-Registrar, Alipore, in Book No. I, being Deed No. 12316 for the year 1982, sold to Prem Chand Gupta, Om Prakash Gupta and Jai Prakash Gupta (hereinafter collectively referred as **Prem Chand Gupta And Others**) All That Plot No. K, being land measuring 2 (two) *cottah*, out of the Second Mother Property together with a 12 feet wide common passage (hereinafter referred as **Plot K**).
31. **AND WHEREAS** Prem Chand Gupta And Others by a Deed of Conveyance dated 9th July, 1996, registered in the Office of the Additional District Sub-Registrar, Sealdah, in Book No. I, Volume No. 84, at Pages 41 to 58, being Deed No. 3267 for the year 1996, sold undivided ½ (half) share of Plot K to Anil Tolasaria, Rekha Tolasaria, Ruchir Bose and Pallabi Bose *alias* Poulami Bose , Joydeep Mazumder, Aparajita Mazumder, Sudeep Mazumder and Nilothpaula Mazumder (hereinafter collectively as Anil Tolasaria **And Others**).
32. **THUS**, by virtue of the aforesaid purchases Joydeep Mazumder, Aparajita Mazumder, Sudeep Mazumder and Nilothpaula Mazumder (herein after Collectively as Joydeep Mazumder And Others) have become the owners of undivided ½ (half) share of Plot A, Plot B, Plot C, Plot D, Plot E, Plot F, Plot G, Plot J and Plot K, together with 12 feet wide common passage and Anil Tolasaria, Rekha Tolasaria, Ruchir Bose and Pallabi Bose *alias* Poulami Bose (hereinafter collectively as Anil Tolasaria And Others) have become the owners of undivided ½ (half) share of Plot A, Plot D, Plot E, Plot F, Plot G, Plot J and Plot K, together with 12 feet wide common passage.
33. **AND WHEREAS** Joydeep Mazumder And Others by a Deed of Conveyance dated 21st April, 2007, registered in the Office of the Additional Registrar of Assurances-II, Kolkata, in Book No. I, Volume No.1, at Pages 1 to 27, being Deed No, 4542 for the year 2007, sold to Aakooti Vinimoy Private Limited and Sun Club Vyapar Private Limited (collectively **Aakooti Vinimay Private Limited And Another**) undivided ½ (half) share of Plot A, Plot D, Plot E, Plot F, Plot G, Plot J and Plot K, together with 12 feet wide common passage, measuring about 8.5 (eight point five) *cottah*, i.e. 14.065 decimals, more or less.
34. **THUS**, Anil Tolasaria And Others, namely, Anil Tolasaria, Rekha Tolasaria, Ruchir Bose and Pallabi Bose *alias* Poulami Bose, remained seized and possessed of undivided ½ (half) share of Plot A, Plot D, Plot E, Plot F, Plot G, Plot J and Plot K, together with 12 feet wide common passage, each of them having undivided 1/8th (one-eighth) share therein.
35. **AND WHEREAS** Anil Tolasaria and Rekha Tolasaria (collectively **Anil Tolasaria And Another**) By a Deed of Conveyance dated 16th May, 2013, registered in the Office of the District Sub-Registrar-III, South 24 Parganas, in Book No. I, CD Volume No. 9, at Pages 9246 to 9262, being Deed No. 4689

- for the year 2013, jointly sold their undivided 1/4th(one-fourth) share in Plot G, measuring 8 (eight) *chittack*, more or less, out of 2 (two) *cottah*, more or less, together with 12 feet wide common passage, to AakootiVinimay Private Limited And Another.
36. **AND WHEREAS** Anil Tolasaria and Rekha Tolasaria (collectively **Anil Tolasaria And Another**) By a Deed of Conveyance dated 16th May, 2013, registered in the Office of the District Sub-Registrar-III, South 24 Parganas, in Book No. I, CD Volume No. 9, at Pages 9212 to 9228, being Deed No. 4691 for the year 2013, jointly sold their undivided 1/4th (one-fourth) share in Plot D, measuring 1 (one) *cottah*, more or less, out of 4 (four) *cottah*, more or less, together with 12 feet wide common passage, to AakootiVinimay Private Limited And Another.
37. **AND WHEREAS** Anil Tolasaria and Rekha Tolasaria (collectively **Anil Tolasaria And Another**) By a Deed of Conveyance dated 16th May, 2013, registered in the Office of the District Sub-Registrar-III, South 24 Parganas, in Book No. I, CD Volume No. 9, at Pages 9263 to 9281, being Deed No. 4693 for the year 2013, jointly sold their undivided 1/4th (one-fourth) share in Plot J, measuring 8 (eight) *chittack*, more or less, out of 2 (two) *cottah*, more or less, together with 12 feet wide common passage, to AakootiVinimay Private Limited And Another.
38. **AND WHEREAS** Anil Tolasaria and Rekha Tolasaria (collectively **Anil Tolasaria And Another**) By a Deed of Conveyance dated 16th May, 2013, registered in the Office of the District Sub-Registrar-III, South 24 Parganas, in Book No. I, CD Volume No. 9, at Pages 9195 to 9211, being Deed No. 4694 for the year 2013, jointly sold their undivided 1/4th (one-fourth) share in Plot F, measuring 12 (twelve) *chittack*, more or less, out of 3 (three) *cottah*, more or less, together with 12 feet wide common passage, to AakootiVinimay Private Limited And Another.
39. **AND WHEREAS** Anil Tolasaria and Rekha Tolasaria (collectively **Anil Tolasaria And Another**) By a Deed of Conveyance dated 16th May, 2013, registered in the Office of the District Sub-Registrar-III, South 24 Parganas, in Book No. I, CD Volume No. 9, at Pages 9136 to 9152, being Deed No. 4688 for the year 2013, jointly sold their undivided 1/4th (one-fourth) share in Plot K, measuring 8 (eight) *chittack*, more or less, out of 2 (two) *cottah*, more or less, together with 12 feet wide common passage, to AakootiVinimay Private Limited And Another.
40. **AND WHEREAS** Anil Tolasaria and Rekha Tolasaria (collectively **Anil Tolasaria And Another**) By a Deed of Conveyance dated 16th May, 2013, registered in the Office of the District Sub-Registrar-III, South 24 Parganas, in Book No. I, CD Volume No. 9, at Pages 7525 to 7541, being Deed No. 4692 for the year 2013, jointly sold their undivided 1/4th (one-fourth) share in Plot E, measuring 6 (six) *chittack*, more or less, out of 1 (one) *cottah* and 8 (eight) *chittack*, more or less, together with 12 feet wide common passage, to AakootiVinimay Private Limited And Another.
41. **AND WHEREAS** Anil Tolasaria and Rekha Tolasaria (collectively **Anil Tolasaria And Another**) By a Deed of Conveyance dated 16th May, 2013, registered in the Office of the District Sub-Registrar-

- III, South 24 Parganas, in Book No. I, CD Volume No. 9, at Pages 9229 to 9245, being Deed No. 4690 for the year 2013, jointly sold their undivided 1/4th (one-fourth) share in Plot A, measuring 10 (ten) *chittack*, more or less, out of 2 (two) *cottah* and 8 (eight) *chittack*, more or less, together with 12 feet wide common passage, to AakootiVinimay Private Limited And Another.
42. **AND WHEREAS** Pratibha Chandra Roy by a Deed of Conveyance dated 30th August, 1982, registered in the Office of the Sub-Registrar, Alipore, in Book No. I, Volume No. 125, at Pages 198 to 207, being Deed No. 5133 for the year 1982, sold to Sheo Prasad Shaw, Thakur Prasad Shaw, Bhola Prasad Shaw and Shankar Prasad Shaw (hereinafter collectively referred as **Sheo Prasad Shaw And Others**) All That Plot No. H, being land measuring 3 (two) *cottah*, out of the Second Mother Property together with a 12 feet wide common passage (hereinafter referred as **Plot H**).
43. **AND WHEREAS** Sheo Prasad Shaw And Others by a Deed of Conveyance dated 9th December, 2005, registered in the Office of the Additional District Sub-Registrar, Sealdah, in Book No. I, Volume No. 77, at Pages 227 to 242, being Deed No. 1630 for the year 2005, sold the entirety of Plot H, to Ram Prasad Jaiswal.
44. **AND WHEREAS** Ram Prasad Jaiswal by a Deed of Conveyance dated 15th March, 2012, registered in the Office of the District Sub-Registrar-III, Alipore, in Book No. I, being Deed No. 2291 for the year 2012, sold the entirety of Plot H, to AakootiVinimay Private Limited And Another.
45. **AND WHEREAS** Pratibha Chandra Roy by a Deed of Conveyance dated 1st September, 1982, registered in the Office of the District Sub-Registrar, Alipore, in Book No. I, Volume No. 319, at Pages 108 to 117, being Deed No. 12314 for the year 1982, sold to Ram Awadh Shaw, Jitendra Prasad Shaw (hereinafter collectively referred as **Ram Awadh Shaw And Another**), land measuring 3 (three) *cottah*, 8 (eight) *chittack*, more or less, out of the Second Mother Property together with a 12 feet wide common passage (hereinafter referred as **Plot C**).
46. **AND WHEREAS** Ram Awadh Shaw And Another mutated their names in the records of B.L.&L.R.O. and also before the Kolkata Municipal Corporation, under Ward No.107, and Plot No.C is known as Municipal Premises No.355, Laskarhat.
47. **AND WHEREAS** Ram Awadh Shaw, a Hindu governed by the *Dayabhaga* School of Hindu Law, died intestate on 18th April, 2005, leaving behind surviving his wife, Danpati Devi, 4 (four) sons, namely, Tarak Prasad Shaw, Paras Nath Shaw, Deepak Jaiswal, Dinesh Jaiswal, 2 (two) married daughters, namely, Lakhi Shaw and Kiran Jaiswal (collectively **Legal Heirs Of Late Ram Awadh Shaw**), as his only legal heirs and heiresses, who jointly inherited the entirety of Plot No.C.
48. **AND WHEREAS** the Legal Heirs Of Late Ram Awadh Shaw by a Deed of Conveyance dated 20th January, 2016, registered in the Office of the District Sub-Registrar III, Alipore, in Book No. I, Volume No. 1603-2016 at Pages 24002 to 24039 being Deed No. 712 for the year 2016, sold 50% of out of Plot C i.e. the land measuring 1 (one) *cottah* 12 (twelve) *chittack*, more or less, with R.T. shed structure

- measuring 100 (one hundred) square feet, more or less, to Shakespeare Developers Private Limited.
49. **AND WHEREAS** Pratibha Chandra Roy by a Deed of Conveyance dated 1st September 1982, registered in the Office of the Sub-Registrar, Alipore, in Book No. I, Volume No. 319, at Pages 118-126, being Deed No. 12315 for the year 1982, sold to Mahendra Prasad Shaw, land measuring 1 (one) *cottah*, 3 (three) *chittack*, more or less, out of the Second Mother Property together with a 12 feet wide common passage (hereinafter referred as **Plot I**).
50. **AND WHEREAS** Mahendra Prasad Shaw by a Deed of Conveyance dated 10th February, 2016, registered in the Office of the D.S.R III Alipore (South 24 Parganas), in Book No. I, Volume No. 1603-2016, pages from 59467 - 59487, being Deed No. 1843 for the year 2016 sold the entirety of Plot No. I to Shakespeare Developers Private Limited.
51. **AND WHEREAS** Pratibha Chandra Roy by a Deed of Conveyance dated 30th August, 1982, registered in the Office of the Sub-Registrar, Alipore, in Book No. I, Volume No. 125, at Pages 228 to 238, being Deed No. 5136 for the year 1982, sold to Shankar Prasad Shaw, land measuring 2 (two) *cottah*, more or less, out of the Second Mother Property together with a 12 feet wide common passage (hereinafter referred as **Plot B**).
52. **AND WHEREAS** Shankar Prasad Shaw by a Deed of Conveyance dated 16th February 2016, registered in the Office of the DSR III Alipore South 24 Parganas, in Book No. I, Volume No. 1603-2016, at Pages 88134 to 88154, being Deed No. 2837 for the year 2016, sold the entirety of Plot No. B to Shakespeare Developers Private Limited.
53. **AND WHEREAS** Ruchir Bose by a Deed of Conveyance dated 8th February, 2016, registered in the Office of the ARA-I, Kolkata, in Book No. I, Volume No. 1901-2016, at Pages 46073-46113, being Deed No. 01278 for the year 2016, sold to Shakespeare Developers Private Limited, Devrup Vanijya Private Limited And Others land measuring 2 (two) *cottah* 2 (two) *chittack*, more or less, out of the Second Mother Property together with a 12 feet wide common passage (hereinafter referred as **Plot Nos. A,D,E,F,G,J,K**).
54. **AND WHEREAS** Pallabi Bose by a Deed of Conveyance dated 8th February, 2016, registered in the Office of the ARA-I, Kolkata, in Book No. I, Volume No. 1901-2016, at Pages 46114-46153, being Deed No. 01279 for the year 2016, sold to Shakespeare Developers Private Limited, Devrup Vanijya Private Limited And Others land measuring 2 (two) *cottah* 2 (two) *chittack*, more or less, out of the Second Mother Property together with a 12 feet wide common passage (hereinafter referred as **Plot Nos. A,D,E,F,G,J,K**).
55. **AND WHEREAS** Jitendra Prasad Shaw, , by a Deed of Conveyance dated 24/08/2016, registered in the Office of the DSR III Alipore, South 24 Parganas, in Book No. I, Volume No. 1603-2016, at Pages 125226-125248, being Deed No. 04133 for the year 2016, sold to Devrup Vanijya Private Limited And Others 50% of the half portion of Plot C i.e. land measuring 1 (one) *cottah* 4 (four)

chittack, more or less, out of the Second Mother Property together with a 12 feet wide common passage .

56. **AND WHEREAS** the Said Sun Club Vyappar Pvt. Ltd., Aakooti Vinimoy Private Limited, Shakespeare Developers Private Limited, Rishabh Dev Builders Private Limited, Debrup Vanijya Pvt. Ltd., Rising Vanijya Pvt. Ltd., and Style Tradecom Pvt. Ltd. Jointly owner of Land area 26 cottahas 11 Chittacks. 12.38 sq.ft. i.e. 44.14 decimals, more or less, comprised in R.S. *Dag* No. 393, recorded in R.S. *Khatian* No. 201, *Mouza* Lashkarhat, J.L. No. 11, Police Station Tiljala, District Sub-Registration Alipore out of the Second Mother Property.
57. **AND WHEREAS** the Said Sun Club Vyappar Pvt. Ltd., Aakooti Vinimoy Private Limited, Shakespeare Developers Private Limited, Rishabh Dev Builders Private Limited, Debrup Vanijya Pvt. Ltd., Rising Vanijya Pvt. Ltd., and Style Tradecom Pvt. Ltd. Jointly mutated their names in the concerned B.L. & L.R.O. The details are as Follows:-

R.S. *Dag* No. 393 under R.S. *Khatian* No. 201

Owners Name	Purchase area (in Decimals)	Mutated area (in decimals)	Converted Area (in Decimals)
Sun Club Vyappar Pvt. Ltd.	13.0335	9.6068	9.6068
Aakooti Vinimoy Private Limited	13.0335	9.6068	9.6068
Shakespeare Developers Private Limited	12.4546	3.3668	3.3668
Rishabh Dev Builders Private Limited	1.4048	1.4048	1.4048
Debrup Vanijya Pvt. Ltd.	1.4048	1.4048	1.4048
Rising Vanijya Pvt. Ltd.	1.4048	1.4048	1.4048
Style Tradecom Pvt. Ltd.	1.4048	1.4048	1.4048
Total	44.14	28.1996	28.1996

SCHEDULE “C”

COMMON AREA

1. Roof: The roof and/or terrace above the top floor of the Building.
2. Passages and lobbies: All the common passages, corridors, areas and lobbies in the Building and its entrance lobby.
3. Staircase: The staircases of the Building including the stairheadroom.
4. Electrical: The entire electrical installations, cables and equipments for providing electricity to the Building and the spaces in the Building where the same are installed including the spaces where the electrical meters and electrical panels are installed as well as the light fixtures at the staircase, lobbies, corridors and other common areas of the Building.
5. Water: The entire spaces, rooms, equipments, tanks, reservoirs and pipes for supply of water to the Commercial Units.
6. Drainage: All drains, sewers, ducts and pipes for common facilities of the Commercial Units.
7. Walls: All outer walls of the Building and outer portions of the walls of the Commercial Units on the common passages.
8. Drainage: All drains, sewers and pipes for common facilities of all the buildings in the
9. Electricals: The entire electrical installations, cables and equipments for providing electricity to the Buildings and the
10. Business Lounge
11. Gate complex:entrance gates and the security room(s)
12. Internal Roads: All internal roads including pathway if any, and driveways connecting theand Business Lounge..

COMPLEX COMMON AREA

1. BoundaryWall
2. FireFightingSystem
3. SewerageTreatmentPlant(STP):STPincludingtank,STPflushwaterpump,alltheequipments ,pipelines, cables, electrical equipments,etc.
4. Open Space: All open areas in the complex except Lawn 1, 2, 3, Landscape Area, Children's Play Area and Outdoor GamesArea.
5. Internal Roads: All internal roads including pathway if any, anddriveways
6. Underground Reservoir and Pump Room: Entire civil structure, pumps, pipelines, electrical panels, cables, etccomplete.
7. Electric SubStation

**SCHEDULE
E NET PRICE**

The Net Price for the Commercial Unit is Rs.(Rupees.....) only.

The Developer, by separate receipts, has acknowledged the full and final payment made by the Purchasers to the Developer as part of the Net Price for the Commercial Unit.

SCHEDULE F
PURCHASER'S SPECIFIC OBLIGATIONS

The Purchasers hereby agree, confirm and undertake the following obligations towards the Developer and other Commercial Unit owners:

1. The Purchasers shall use the premises for Commercial Use and not for any noisy, offensive or dangerous trade or pursuit which may be or become in any way a nuisance, annoyance or danger to the Vendor or the Developer or the other Commercial Unit owners or occupiers of the other Commercial Units or the neighbours or anything which may tend to depreciate the value of the said Commercial Unit or the commercial complex;
2. The Purchasers shall use the said Commercial Unit only for commercial purposes. It is specifically agreed by the Purchaser that they shall not use the commercial unit for any type of residential use and the Purchasers shall not do any unlawful act in the Commercial Unit which will cause hindrance / hardship / harm to other occupants;
3. The Purchasers shall give to the owners of the other Commercial Units, the necessary vertical, horizontal and lateral support for their Commercial Units and reciprocate and recognize the rights of the other Commercial Unit owners in the complex as are enumerated above;
4. The Purchasers shall become and remain a member of the Commercial Unit Owners Association (herein referred to as the 'Association of Owners'), to be formed by and

consisting of all the Commercial Unit owners in the complex as per provisions laid down under the West Bengal Commercial Unit Ownership Act, 1972 and Rules thereof, for the purpose of attending to the various matters of common interest of and within the commercial complex and to maintain the roads, compound walls and all other common areas. For this purpose, the Purchasers will execute a power of attorney in favour of the Developer and/or its nominee for making of the Deed of Declaration as provided under the West Bengal Commercial Unit Ownership Act, 1972 and Rules thereof. The Purchasers will observe and perform the terms and conditions, bye laws and the rules and regulations laid down by the Developer until the Association of Commercial Unit Owners is formed and thereafter, abide by and observe the rules and regulations prescribed by such Association of Commercial Unit Owners;

5. The Developer, after formation of the Association of Commercial Unit Owners, shall hand over the corpus funds and balance maintenance charges etc. already collected from the Commercial Unit owners to the Association of Commercial Unit Owners and shall also provide audited accounts for the same from the Developer's auditor as up-to that date. The Developer, the Association of Commercial Unit Owners and the Purchasers shall be bound by the auditor's statement of accounts. The Association of Commercial Unit Owners shall hold the corpus funds as the corpus for maintenance of the said Complex.
6. The Purchasers shall be obliged to become a member of Association of Commercial Unit Owners formed in terms of the prevailing laws.
7. The Purchasers will use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the complex in common with the other Commercial Unit owners and permit free passage of water, sanitary, electrical lines, through and along the same or any of them and to share with the other Commercial Unit owners, the cost of repairing and maintaining all such sewers, drains and water lines as also the cost of maintaining and repairing all common amenities such as common roads, staircases, etc., and to use the same as aforesaid and/ or in accordance with the rules, regulations, bye laws and terms and conditions of the Association of Owners; If it is required by the Vendor or the Developer, the Purchasers shall allow the Vendor or the Developer to enter the said Commercial Unit after giving reasonable notice for the purpose of carrying

out repair and/or maintenance work.

8. The Purchasers shall duly and punctually pay the proportionate share of municipal/ property taxes, rates and cess, insurance charges, cost of maintenance and management of the complex including any increment thereon, charges for maintenance of services, like water, sanitation, electricity, etc., salaries of the employees of the Association of Commercial Unit Owners and other expenses in regard to the commercial complex as may be determined by the Association of Commercial Unit Owners from time to time. The liability for such share shall commence from the date of Notice of Possession, irrespective of whether the Purchasers takes possession thereof or not. Till the time the Association of Owners is formed the Purchasers shall pay such share of taxes/ expenses, etc., to the Developer, as per demands raised.
9. The Purchasers shall allow the Developer or its agents, representatives, workmen to enter into the Common Area and the Complex Common Area of the said Premises including other parts of the Block/Wing until all Commercial Units of the said Premises have been sold by the Vendors and possession of the common area has been handed over to the Association of Commercial Unit Owners.
10. The Purchasers shall keep the common areas, open spaces, parking areas, passages, lifts, staircases, lobbies, etc., free from obstructions and in a clean and orderly manner and not encroach on any common areas and not throw rubbish/ refuse out of the said Commercial Unit.
11. The Purchasers shall keep the said Commercial Unit walls, drains, pipes and other fittings in good and habitable condition and in particular, so as to support and protect the block/ wing and shall carry out any internal works or repairs as may be required by the Developer/ the Association of Commercial Unit Owners.
12. The Purchasers shall not make any additions or alterations or cause damage to any portion of the block/ wing or the said Commercial Unit and shall not change the outside colour scheme, outside elevation/ façade/ décor of the block/ wing.
13. The Purchasers shall not alter or subscribe to the alteration of the name of the complex,

which shall be known as “Primarc Chambers”

14. The Purchasers shall not park any vehicles in any part of the Complex, except in the parking area which shall be specifically allocated and earmarked for the Purchasers.
15. The Purchasers shall not do any act that may be against any law, rule, regulation, bye law of Kolkata Municipal Corporation / other statutory authorities or any obligation agreed under any contract and the Purchasers shall be solely responsible for all consequences of any offence or breach thereof and the Purchasers shall indemnify other Commercial Unit owners who may suffer due to any such acts of omission or commission of the Purchasers.
16. The Purchasers shall use all path, passages, and staircases for the purpose of ingress and egress and for no other purpose.
17. The Purchasers shall indemnify and keep the Developer and/or the Commercial Unitowners association, upon formation, saved, harmless and indemnified in respect of all losses, damages, claims, demands, costs, proceedings and actions arising due to any non-payment or other default in compliance of the terms and conditions contained in these presents.
18. The Purchasers shall be solely responsible to maintain the Commercial Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Commercial Unit, or the Common Area in violation of any laws or rules of any authority or change or alter or make additions to the Commercial Unit and keep the Commercial Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc., of the Building is not in any way damaged or jeopardized.
19. The Purchasers shall not:
 - a. Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common area save at the provisions made thereof.
 - b. Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Commercial Units in the Building and/or the

adjoining building/s.

- c. put any sign-board / name-plate, neon light, publicity material or advertisement material etc., on the face / façade of the Building or anywhere in the Common Areas.
- d. Co-operate in the management and maintenance of the Building and the common areas.
- e. Make in the said Commercial Unit any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature.
- f. Place or cause to be placed any article or object in the common area.
- g. Injure, harm or damage the Common Area or any other Commercial Units in the Building by making any alterations or withdrawing any support or otherwise.
- h. Park any vehicle 2/4 wheeler, in the Complex and/or Premises, unless the facility to park the same is obtained and/or acquired by the Purchasers.
- i. Make any addition, alteration in the structure of the Building, not to put or hang anything outside the window and/or to store any article/material in the common area of the Complex and/or in the Premises.
- j. Change the location and design of the window and balcony grill as provided by the Developer and also colour of the balcony/verandah which is part of the outside colour scheme of the building and elevation, duly approved and finalized by the architect of the project.
- k. Enclose the terrace balconies / utility areas under any circumstances.
- l. Use the said Commercial Unit or any part or any portion thereof for any political meeting nor for any dangerous, noxious or offensive trade or business.
- m. Use the Club in any manner contrary to the rules and regulations for its use thereof.
- n. Slaughter or permit to be slaughtered any animal and/or bird nor do any act, deed or

thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said Complex.

- o. Permit any sale by auction or public meeting or commercial exhibition or display to be held in the said Commercial Unit nor to permit or suffered to be done into or upon the said Commercial Unit or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, damage, unreasonable annoyance or unreasonable inconvenience to the other owners and/or occupiers.
- p. Keep in the said Commercial Unit any article or thing which is or might become dangerous, offensive, combustible, inflammable radio active or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Commercial Unit and/or any other Commercial Unit in the said Complex.
- q. Discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the Complex.
- r. Create hindrance/ obstruction in any manner whatsoever to occupiers of the other blocks particularly regarding use of Common Areas.
- s. Damage or demolish or cause to be damaged or demolished the said Commercial Unit or any part thereof or the fittings and fixtures affixed thereto.
- t. Permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Commercial Unit or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- u. Overload and/or draw excess electricity so as to cause overloading of the electricity connection.
- v. Fix or install any window antenna on the roof or terrace of the said building nor shall fix any antenna.
- w. Object to the sale of any unsold stock by the Vendor or the Developer

to any other person and/or

persons as the Vendors or the Developer in their absolute discretion may deem fit and proper.

- x. Use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
- y. Park car on the pathway or open spaces of the building or at any other spaces except the space allotted to it and shall use the pathways as would be decided by the Vendors/Maintenance Agency/Association.
- z. Obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Commercial Unit and the Parking Space, if any
- aa. Display or permit any person to display raw meat or sacrificing of animals on the common areas of the said building or at the said premises.
- bb. Do or permit to be done any act deed or thing whereby the sentiments of other occupants are in any way injured or hurt.
- cc. Let, or part with possession of the Car/Two-wheeler(s) Parking Space excepting as a whole with the said Commercial Unit to anyone else excepting to a person who owns an Commercial Unit in the building and the Purchasers will give an undertaking and sign a document of adherence that the Car Parking Space will be held only for the parking of cars.
- dd. Encumber the said Commercial Unit in any manner except for raising the housing loan from any reputed financial institute or bank, etc for payment of the sale price under this agreement, prior to conveyance of the said property by the Vendors to the Purchasers.
- ee. Lay any claim or right on any area part from the Common Area and the Complex Common Area.

SCHEDULE G
PURCHASERS' SPECIFIC RIGHTS

The Purchasers shall have the following rights in respect of the said Land and the said Commercial Unit:-

1. The Purchasers and all persons authorised by the Purchasers (in common with all other persons entitled, permitted or authorised to a similar right) shall have the right at all times and for all purposes, to use the staircases, lift, passages and other common areas;
2. The right to subjacent, lateral, vertical and horizontal support for the Commercial Unit from the other parts of the block/wing;
3. The right to free and uninterrupted passage of water, electricity, sewerage, etc., from and to the said Commercial Unit through the pipes, wires, sewer lines, drain and water courses, cables and pipes which are or may at any time hereafter be in, under or passing through the block/ wing or any part of the said Premises.
4. The right of entry and passage for agents or workmen to other parts of the block/wing (where the said Commercial Unit is situated) at all reasonable times after notice for the same has been served for the purpose of repairs or maintenance of the said Commercial Unit for repairing, cleaning, maintaining or renewing the water tanks, sewer, drains and water courses, cables, pipes and wires without causing disturbance as far as possible to the other Commercial Unit owners and making good any damage caused.
5. The Purchasers acknowledge that the right of the Purchasers shall remain restricted to the Commercial Unit and that the Purchasers shall have no right over and in respect of the other parts and portions of the buildings and/or premises excepting the right to use in common the Common Areas and Complex Common Area.

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

SIGNED AND DELIVERED for
and on behalf of the Vendors by

SIGNED AND DELIVERED for
and on behalf of the Developer by

SIGNED AND DELIVERED for
and on behalf of the Purchasers
in the presence of:

WITNESSES:

1.

2.

=====

Dated this _____ Day of _____ 2020

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BETWEEN

**Ashoka Business Systems Private Limited,&ors,
Being represented by their constituted attorney
Primarc Projects Private Limited,**

... the Vendors

AND

Primarc Projects Private Limited,...

.....the Developer

AND

...the Purchasers

INDENTURE OF CONVEYANCE

S. Jalan & Company,
Solicitors & Advocates,
10, Old Post Office Street,
Kolkata-700.001