

THIS INDENTURE (“Indenture”) executed on this day of,
Two Thousand and Eighteen (2018);

BETWEEN

- 1.1 (1) DEEPESH SHOPPERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.1 JAGSAK REALTORS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.2 DEBAJAM REALTY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.3 ARUNABH CONCLAVE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.4 ANGARIK DEVELOPERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.5 LENTILS DEALCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.6 SHALLOT TRADECOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at P S Pace, Block-1, 4th Floor, 1/1A, Mahendra Roy Lane (Topsia Road), Kolkata-700046;
- 1.1.7 SALSIFY COMMERCE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at P S Pace, Block-1, 4th Floor, 1/1A, Mahendra Roy Lane (Topsia Road), Kolkata-700046;

- 1.1.8 SALSIFY VYAPAAR PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at P S Pace, Block-1, 4th Floor, 1/1A, Mahendra Roy Lane (Topsia Road), Kolkata-700046;
- 1.1.9 SALSIFY VINCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at P S Pace, Block-1, 4th Floor, 1/1A, Mahendra Roy Lane (Topsia Road), Kolkata-700046;
- 1.1.10 NAVY BEANS DEALCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at P S Pace, Block-1, 4th Floor, 1/1A, Mahendra Roy Lane (Topsia Road), Kolkata-700046;
- 1.1.11 NETTLES VINTRADE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at P S Pace, Block-1, 4th Floor, 1/1A, Mahendra Roy Lane (Topsia Road), Kolkata-700046;
- 1.1.12 NETTLES DEALTRADE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at P S Pace, Block-1, 4th Floor, 1/1A, Mahendra Roy Lane (Topsia Road), Kolkata-700046;
- 1.1.13 ENDIVE VYAPAAR PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at P S Pace, Block-1, 4th Floor, 1/1A, Mahendra Roy Lane (Topsia Road), Kolkata-700046;
- 1.1.14 NERINE VINIMAY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 207, Acharya Jagadish Chandra Bose Road, Kolkata-700017;
- 1.1.15 ENDIVE TRADERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 207, Acharya Jagadish Chandra Bose Road, Kolkata-700017;
- 1.1.16 NERINE VYAPAR PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 207, Acharya Jagadish Chandra Bose Road, Kolkata-700017;

- 1.1.17 ENDIVE VINCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 207, Acharya Jagadish Chandra Bose Road, Kolkata-700017;
- 1.1.18 NAVY BEANS COMMERCE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 207, Acharya Jagadish Chandra Bose Road, Kolkata-700017;
- 1.1.19 NAVY BEANS DEALTRADE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 207, Acharya Jagadish Chandra Bose Road, Kolkata-700017;
- 1.1.20 LENTILS TIE-UP PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 207, Acharya Jagadish Chandra Bose Road, Kolkata-700017;
- 1.1.21 NERINE VINCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 207, Acharya Jagadish Chandra Bose Road, Kolkata-700017;
- 1.1.22 ENDIVE DEALCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at P S Pace, Block - 1, 4th Floor, 1/1A, Mahendra Roy Lane (Topsia Road), Kolkata-700046;
- 1.1.23 LENTILS TRADECOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.24 LENTILS VINIMAY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.25 ENDIVE VINIMAY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.26 NAVY BEANS TRADERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;

- 1.1.27 FRISEE TRADECOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.28 ANTRAY CONCLAVE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.29 ANTRAY REALESTATE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.30 ANTRAY VINCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.31 ARUNABH DEVELOPERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.32 ASHTEK CONSTRUCTION PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.33 ASHTEK INFRANIRMAN PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.34 DEBAJAM CONSTRUCTION PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.35 DEBAJAM DEALCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.36 GANADHI VINTRADE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.37 JAGSAK CONCLAVE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;

- 1.1.38 JAGSAK DEVELOPERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.39 JAGSAK REALTY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.40 DEBAJAM VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.41 DEBAJAM VINCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.42 JAGSAK VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.43 JAGSAK VINCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.44 KALASHDHA CONCLAVE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.45 KALASHDHA CONSTRUCTION PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.46 KALASHDHA DEVELOPERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.47 KALASHDHA DEALCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.48 KALASHDHA VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;

- 1.1.49 KALASHDHA VINCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.50 KALASHDHA VINTRADE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.51 RAJNANDITA CONCLAVE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.52 RAJNANDITA CONSTRUCTION PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.53 RANCHHOR VINTRADE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.54 RITUDHAR CONCLAVE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.55 RITUDHAR VINTRADE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.56 SWAPNO VINTRADE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.57 PUSHAPDHAM MERCHANTS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.58 PUSHAPDHAM VYAPAAR PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.59 PUSHAPDHAM DISTRIBUTORS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;

- 1.1.60 PUSHAPDHAM ENTERPRISES PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.61 BAHUMULYA TRADING PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.62 BAHUMULYA VYAPAAR PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.63 BAHUMULYA MERCHANTS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.64 BAHUMULYA DISTRIBUTORS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.65 PUSHAPDHAM DEALERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.66 SHIVKRIPA NIRMAAN PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.67 SHIVPARIWAR HEIGHTS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.68 SHIVRASHI RESIDENCY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.69 SHIVMANI INFRA TECH PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
- 1.1.70 REACHSMART REALTORS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 7, Swallow Lane, Kolkata-700001;

- 1.1.71 GOLDENSIGHT NIRMAN PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 7, Swallow Lane, Kolkata- 700001;
- 1.1.72 HEADFIRST NIRMAN PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 7, Swallow Lane, Kolkata- 700001;
- 1.1.73 UNNATI BUILDERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 207, Acharya Jagadish Chandra Bose Road, Kolkata-700017;
- 1.1.74 UNNATI HIGHRISE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 207, Acharya Jagadish Chandra Bose Road, Kolkata-700017;
- 1.1.75 YASODA ENCLAVE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 207, Acharya Jagadish Chandra Bose Road, Kolkata-700017; hereinafter collectively referred to as the **“OWNERS”** (which term or expression shall unless excluded by or repugnant to the subject or context mean and include its successors and permitted assigns), represented by their Constituted Attorney, **ARISTO INFRA DEVELOPERS LLP**, a limited liability partnership firm, having its office at 3A, Auckland Place, 10th Floor, Kolkata-700017, pursuant to the Power of Attorney dated 17th April, 2015, registered in the Office of the Additional Registrar of Assurance-III, Kolkata, in Book No. IV, CD Volume No.6, at Pages 2307 to 2357, Being No.02356 for the year 2015

AND

_____ **LLP**, a Limited Liability Partnership, incorporated under the Limited Liabilities Partnership Act, 2008 (CIN No. [•] / (PAN [•])) having its office at [•], P.S. [•], P.O. [•], Kolkata - [•], represented by its Partner, Mr. [•], son of [•], residing at [•], P.O. [•], P.S. [•], Kolkata - [•], hereinafter referred to as the **“PROMOTER”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its nominees, successors-in-interest and permitted assigns).

AND

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

[OR]

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

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

WHEREAS:

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

- 1) “**Act**” means the West Bengal Housing Industry Regulation Act, 2017 (30 of 2017).
- 2) “**Allottee**” means the person to whom an apartment in the Said Phase particularly or in the Project generally or in any other project abutting or adjoining the Project, as the case may be, has been allotted, sold or otherwise agreed to be allotted, sold or transferred

by the Promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such apartment is given on rent.

- 3) **“Apartment”**, whether called a dwelling unit or flat or premises or suit or tenement or unit or by any other name, means a separate and self-contained part of the Buildings of the Said Phase and also of the Said Project and includes one or more rooms or enclosed spaces located on one or more floors or any part thereof, in any such Buildings or the Said Phase Land or the Said Project Land, used or intended to be used for any residential purpose.
- 4) **“Association”** shall mean an association of all the allottees of the Said Project (including the Promoter for such Units of the Said Phase not alienated or agreed to be alienated by the Promoter) formed or that may be formed hereafter in accordance with the terms of the West Bengal Apartment Ownership Act, 1972 at the instance of the Promoter for the Common Purposes with such rules and regulations as shall be framed by the Promoter.
- 5) **“Buildings”** shall mean 4 (four) nos. of buildings in the Said Phase including such open or covered areas, constructions and/or structures therein, as may be constructed by the Promoter on the Said Phase Land from time to time.

- 6) **“Built-Up Area”** and/or **“Covered Area”** in relation to an Apartment shall mean the floor area of that Apartment including the area of balconies and terraces, if any attached thereto, and also the thickness of the walls (external or internal) and the columns and pillars therein. Provided That if any wall, column or pillar be common between two Apartments, then one-half of the area under such wall column or pillar shall be included in the built-up area of each such Apartment.
- 7) **“Carpet Area”** shall mean the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah areas and exclusive open terrace areas, but includes the area covered by the internal partition walls of the Apartment, as more particularly defined in the Act.
- 8) **“Common Expenses”** shall mean and include all expenses for the maintenance, management and upkeep of the Buildings, the Project Common Areas, Amenities and Facilities and also the Project Land and the Said Phase Land, and also the expenses for Common Purposes of the Allottees and shall be payable proportionately by the Allottee periodically as part of maintenance charges.
- 9) **“Common Purposes”** shall include the purposes of managing and maintaining the Said Project, the Buildings and in particular the

Project Common Areas, Amenities and Facilities, rendition of services in common to the Allottes of the Said Project, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Allottees of the Project and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments exclusively and the Common Areas, Amenities and Facilities in common.

- 10) **“Garage”** shall mean such spaces in the Said Project that may be sanctioned by the competent authority as a garage or parking space, **excluding open car parking spaces which are part of the Project Common Areas and are set aside for visitor car parking spaces.**
- 11) **“Maintenance Agency”** shall mean the Promoter for the time being and, upon its formation in terms of clause IV(c) hereof, the Association, for the Common Purposes.
- 12) **“Project Common Areas, Amenities and Facilities”** shall mean such common areas, installations, amenities and facilities, including but not limited to all passages, pathways, approach roads, internal roads, entrances, main entrances, gates, gardens, parks, sewerage and water lines or pipes, ducts, water storage reservoirs, electrical installations, electricity wires, cables, drainage, open or covered spaces, amenities, that may be built or installed by the Promoter in

the Project Land from time to time for the use and enjoyment thereof by all the Allottes of the Said Phase in common with the Allotees of the other parts or phases of the Project more particularly mentioned in the **THIRD SCHEDULE** hereto.

- 13) **“Project”** shall mean the work of development undertaken, completed and/or to be undertaken and completed by the Owners and the Promoter jointly in respect of the Project Land and/or any modification or extension thereof till such development of the Project Land is completed and possession of the completed Apartments therein are made over to the respective Allotees.
- 14) **“Project Land”** shall mean the entire land measuring about [•] acres / cottahs, be the same a little more or less, comprised in Dag Nos. [•] in [•], more particularly mentioned and described in **PART - A** of the **FIRST SCHEDULE** hereunder written.
- 15) **“Proportionate”** with all its cognate variations shall mean the ratio the Carpet Area of any Apartment in the Project may bear to the total Carpet Area of all the Apartments in the Project.
- 16) **“Proportionate Undivided Share”** in relation to an Apartment shall mean the proportionate variable undivided indivisible and impartible

share in the Phase Land and the Common Areas that is attributable to such Apartment at any point of time.

17) **“Allottee”** shall mean and include :

- (a) If he be an individual, then the heirs, executors, successors, administrators, legal representatives and permitted assigns of such individuals.
- (b) If it be a Hindu Undivided Family, then the members of such Hindu Undivided Family from time to time and their respective heirs, executors, successors, administrators, legal representatives and permitted assigns.
- (c) If it be a company, then the successors-in-interest and permitted assigns of such Company.
- (d) If it be a partnership firm, then the partners of such partnership firm from time to time and their respective heirs, executors, successors, administrators, legal representatives and permitted assigns.
- (e) If it be a Trust, then the Trustees of such Trust from time to time and their respective successors-in-office and permitted assigns.
- (f) If it be a sole proprietorship firm, then the proprietor thereof and the heirs, executors, successors, administrators, legal representatives and permitted assigns of such proprietor.

- 18) **“Regulations”** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.
- 19) **“Rights on Allottee's Default”** shall mean the rights mentioned in the **SIXTH SCHEDULE** hereto to which the Association and/or the Maintenance Agency shall be entitled in case of any default or breach by the Allottee.
- 20) **“Rules”** means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017.
- 21) **“Said Apartment”** shall mean the Apartment, the said Garage, (if any), Said Undivided Share in the Phase Common Areas and the right of common use of the Project Common Areas more particularly mentioned and described in **PART-I** of the **SECOND SCHEDULE** hereunder written.
- 22) **“Said Phase”** shall mean the work of development of the Said Phase Land by constructing thereupon the Buildings in accordance with the Sanctioned Plans and handing over possession of the completed Apartments therein to the Allottees thereof, respectively.

- 23) **“Said Phase Land”** shall mean the entire land measuring about [•] acres / cottahs, be the same a little more or less, comprised in Dag Nos. [•] in [•] more particularly mentioned and described in **PART - B** of the **FIRST SCHEDULE** hereunder written.
- 24) **“Said Sale Agreement”** shall mean the Agreement dated [•] registered with the [•] in Book No. I, Volume No. [•], Pages [•] to [•], Being No. [•] for the year [•] made between the Owners herein, therein also referred to as the Owners of the First Part, the Promoter herein, therein also referred to as the Promoter of the Second Part, and the Allottee herein, therein also referred to as the Allottee of the Third Part, whereby the Owners and the Promoter have agreed to sell and the Allottee has agreed to purchase the Said Apartment at and for the consideration and on the terms and conditions, therein contained copy whereof is attached herewith and made part of this Agreement.
- 25) **“Sanctioned Plans”** shall mean the plan sanctioned by the [•] vide Building Plan No. [•] dated [•] for construction of the Buildings at the Said Phase Land (including other buildings at the remaining portions of the Project Land) and shall include any other plan or plans sanctioned by any other department or departments authorised to do so.

- 26) **“Super Built-Up Area”** of an Apartment shall mean the Built-Up Area of such Apartment and the Proportionate Undivided Share attributable to such Apartment.
- 27) **“Phase Allottees”** shall mean the persons who have from time to time purchased and/or intend to purchase different Apartments in the Said Phase and shall also include the Promoter in respect of such Apartments in the Said Phase which are retained and/or not alienated and/or not agreed to be alienated for the time being by the Owners and/or the Promoter.
- 28) **“Project Allottees”** shall mean the persons who have from time to time purchased and/or intend to purchase different Apartments in the Project (excluding in the Said Phase) and shall also include the Promoter in respect of such Apartments in the Project (excluding in the Said Phase) which are retained and/or not alienated and/or not agreed to be alienated for the time being by the Owners and/or the Promoter.
- 29) **“Masculine”** gender shall include the **“Feminine”** and **“Neuter”** genders and vice versa.
- 30) **“Singular”** number shall include the **“Plural”** and vice versa.

- B. The Owners are the absolute and lawful owners of land measuring more or less [•] Acres in various Dags at [•] (hereinafter referred to as “the **Mother Plots**”).
- C. The Owners and the Promoter have entered into a Joint Development Agreement dated [•] registered with the [•] in Book No. I, Volume No. [•], Pages [•] to [•], Being No. [•] for the year [•] (hereinafter referred to as “the **said Joint Development Agreement**”) for development of a real estate project on the Mother Plots.
- D. The Owners have also granted a Power of Attorney dated [•] registered with the [•] in Book No.IV, Volume No. [•], Pages [•] to [•], Being No. [•] for the year [•] to the Promoter (hereinafter referred to as “the **said Power of Attorney**”) to act in their place and stead and to represent them in all matters and purposes concerning the development of the real estate project.
- E. The Owners and the Promoter with an intention and for the purpose of development of an integrated housing project have earmarked a portion of the Mother Plots being land measuring **more or less [•] Acres (Project Land)** fully described in **Part - A** of the **FIRST SCHEDULE** hereunder written named as “**Signum Windflower**”, comprising residential apartments, other spaces and common areas intended to be constructed in phases 2 (“**Project**”) Owners are the sole and absolute owners of the Said Project Land and the Said Phase Land.

- F. The facts describing the devolution of title of the Owners to the Said Phase Land is more particularly mentioned in the **SEVENTH SCHEDULE** hereto.
- G. The Promoter thereafter caused a plan to be sanctioned by the [•], being B.S. No. [•] dated [•] ("**Plan**"), for construction of [•] buildings on the Project Land, out of which the Promoter commenced at the first instance, construction and marketing of [•] buildings comprising ground plus [•] floors each ("**Phase 1**") which being the first phase of development of the Project on a portion of the Project Land ("**Phase 1 Land**"), more fully described in **Part - B** of the **FIRST SCHEDULE** hereto.
- H. By the Said Sale Agreement, the Owners and the Promoter agreed to sell and the Allottee agreed to purchase **ALL THAT** the Said Apartment at or for the consideration and on the terms and conditions, morefully therein contained.
- I. The Owners and the Promoter have since caused to be completed construction of the Said Apartment in accordance with the Sanctioned Plans.
- J. The Allottee having fully inspected and being completely satisfied with the quality, workmanship and specification of construction of the Said Apartment, has been handed over vacant and peaceful possession of the Said Apartment prior to the date of execution of these presents.

K. Now at the request of the Allottee, the Owners and the Promoter have in terms of the Said Sale Agreement agreed to execute and register these presents in favour of the Allottee in the manner as hereinafter contained.

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

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

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

I. NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in consideration of the sum of Rs. /- (Rupees only) by the Allottee to the Promoter paid at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof doth hereby acquit release and forever discharge the Allottee and the Said Apartment being hereby conveyed), the Owners and the Promoter do and each of them doth hereby grant convey sell transfer release assign and assure unto and in favour of the Allottee **ALL THAT** the Said Apartment, more particularly mentioned and described in the **SECOND SCHEDULE** hereunder written, **TOGETHER WITH** the right to use and enjoy the Project Common Areas in common with the Project Allottees **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the Said Unit **AND** all the estate right title interest property claim and demand whatsoever of the Owners and/or the Promoter into or upon the Said Apartment **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the Said Apartment **TO HAVE AND TO HOLD** the Said Apartment and every part thereof unto and to the use of the Allottee absolutely and forever **SUBJECT NEVERTHELESS TO** the Allottee's covenants and agreements hereunder contained and on the part of the Allottee to be observed fulfilled and performed (including the restrictions terms conditions covenants and obligations setforth in the Said Sale Agreement and agreed to be paid, performed, observed and fulfilled by the Allottee during the period of his ownership of the Said Apartment) **AND ALSO SUBJECT** to the Allottee paying and

discharging all municipal and other rates taxes and impositions on the Said Apartment wholly, and the Common Expenses, as more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written proportionately, and all other outgoings in connection with the Said Apartment wholly and the Said Phase and the Project and in particular the Project Common Areas, Amenities and Facilities proportionately.

II. THE OWNERS AND THE PROMOTER DOTH HEREBY COVENANT WITH THE ALLOTTEE as follows:-

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

encumbrances trusts liens and attachments whatsoever save only those as are expressly mentioned herein.

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

- iv) The Promoter for the time being, and the Association, upon the Promoter handing over all documents of title to the Association, shall unless prevented by fire or some other irresistible force or accident from time to time and at all times hereafter upon every reasonable request and at the costs of the Allottee produce or cause to be produced to the Allottee or to his attorneys or agents at or before any trial, examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Said Project and also shall at the like request and costs of the Allottee deliver to the Allottee such attested or other copies or extracts therefrom as the Allottee may require and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and uncanceled.

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

1. The Allottee agrees and binds himself that the Allottee shall and will at all times hereafter abide by and observe the restrictions set-forth in the **FIFTH SCHEDULE** hereunder written and also those as contained in the Said Sale Agreement.
2. The Allottee has also examined and satisfied himself about all the permissions and licenses issued by the concerned authorities, including those relating to occupation of the Buildings, installation, maintenance and user of lift, tube-well, generator and other utilities and facilities at the Said Phase and fire safety under the West Bengal Fire Service Act, 1950 and rules made thereunder and also acquainted himself and accepted and agree to comply with the norms, conditions, rules and regulations with regard to the use and enjoyment thereof as well as of water, electricity, drainage, sewerage, etc.
3. On and from the Possession Date, the Allottee binds himself to regularly and punctually pay the following amounts and outgoings:
 - i) Municipal and/or other rates and taxes, surcharge and water tax, if any and as assessed on the Said Apartment, directly to the competent

authority **Provided That** so long as the Said Apartment is not separately assessed for the purpose of such rates and taxes, the Allottee shall pay to the Maintenance Agency proportionate share of all such rates and taxes assessed on the Project.

- ii) All other impositions, levies, cess, taxes and outgoings (including Multistoreyed Building Tax, Urban Land Tax, betterment fees, development charges, Goods and Services Tax, etc.) whether existing or as may be imposed, increased or enhanced or levied at any time in future on the Said Apartment or on the Said Phase and/or the Project by any Government or Statutory Authority or Authorities, wholly in case the same relates to the Said Apartment and proportionately in case the same relates to the Said Phase and/or the Project, as the case may be.
- iii) Electricity charges for electricity consumed in or relating to the Said Apartment directly to the electricity supplying body or the Maintenance Agency, as the case may be.
- iv) Maintenance charges and proportionate share of all Common Expenses (excluding any contribution towards major repairs, renovation, etc. in or for the Buildings, as may be required at any time in future) as shall be assessed on the Said Apartment and demanded from time to time by the Promoter or, upon its formation, the

Association, as the case may be. The said maintenance charges and the proportionate share of all Common Expenses shall however be subject to revision from time to time as be deemed fit and proper by the Promoter, or the Association upon its formation, after taking into account the common services provided at the Said Phase and the Project.

- 3.1 All payments mentioned herein shall, unless so otherwise mentioned, in case the same be monthly payments, shall be made to the Promoter or upon its formation, to the Association, within 7 days of each and every month for which the same becomes due and otherwise within 7 days of the Promoter or its nominee leaving its bill for or demanding the same at the above address of the Allottee and the Allottee shall keep the Promoter and the Association, upon its formation, indemnified against all losses damages costs claims demands actions and proceedings that may arise due to non payment or delay in payment thereof.
- 3.2 The apportionment of the liability of the Allottee in respect of any item of expenses, tax, duty, levy or outgoings payable by the Allottee in respect of the Said Apartment shall be done by the Promoter and the Association upon its formation and the same shall be final and binding on the Allottee and the Allottee shall not be entitled to raise any dispute or objection of any nature whatsoever nor shall the Allottee be entitled to hold the Promoter or its nominee or the Association responsible to furnish any accounts, vouchers,

bills, documents etc. or render explanation of expenses incurred by it in any manner.

4. The Allottee shall, in case already not so done, within 6 months from the date hereof apply for and obtain separate assessment of the Said Apartment from the Rajarhat Gopalpur Municipality, and the Owners and the Promoter shall sign necessary papers and declarations as may be required. In case the Allottee fails to have such separation effected, then the Owners and the Promoter shall be at liberty to have the same effected as the constituted attorney of and at the costs and expenses of the Allottee.
5. The Allottee shall permit the Promoter and, upon its formation, the Association and their surveyors or agents with or without workmen and others at all reasonable times upon 48 hours prior notice, except in case of emergency, to enter into and upon the Said Apartment and every part thereof for the purpose of repairing reinstating rebuilding cleaning lighting and keeping in order and good condition the sewers drains pipes cables water courses gutters wires structures or other conveniences belonging to or serving or used for the Buildings and also for the purpose of laying down reinstating repairing and testing drainage and water pipes and electric wires and cables and for similar purposes and also to view and examine the state and condition of the Said Apartment and the Allottee shall make good all defects leakages and want of repairs within 7 days from the date of receiving notice in writing from the Promoter or the Association.

6. From the date of execution hereof and till the continuance of its ownership of the Said Apartment, the Allottee shall:
- i) use the Said Apartment only for the purpose of private dwelling or residence of respectable persons in a decent and respectable manner and for no other purposes;
 - ii) use the Said Garage, if any, is expressly allotted to the Allottee hereunder, only for the purpose of parking of his own medium sized motor vehicles and/or two-wheeler vehicles, as the case may be;
 - iii) not use the roof of the Buildings for hanging or drying of clothes, bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other allottees of the Project;
 - iv) use the Project Common Areas, Amenities and Facilities in common with the Project Allottees and also to keep the same in a clean and orderly manner free from obstructions and encroachments and not store or allow anyone else to store any goods articles or things in the staircase, lobby, landings, pathways, passages or in any other common areas of the Project.

7. The Allottee shall not do or permit to be done any act or thing which is likely to cause nuisance, annoyance or danger to the other Phase Allottees and/or the Project Allottees, as the case may be.
8. The Allottee shall not make any additions or alterations to the Said Apartment (including internal partition walls, etc.) nor to the Buildings nor shall change or alter or permit the alteration in the outside colour scheme of the exposed walls or any external walls or the elevation or façade of the Buildings or the Said Apartment or the Project and also not to decorate or paint or clad the exterior of the Said Apartment otherwise than in the manner as be agreed to by the Promoter or the Association in writing.
9. The Allottee shall abide by, observe and perform all rules regulations and restrictions from time to time made in force by the Promoter or the Association (including those contained in the Said Sale Agreement and in these presents) or the appropriate authorities for the user and management of the Said Phase and the Project and every part thereof and in particular the the Project Common Areas, Amenities and Facilities.
10. The Allottee further agrees and covenants with the Owners and the Promoter that the Allottee shall at all times hereafter allow and permit unhindered access and use of the Common Areas to the other Allottes of the Project and also to the Allottees of other projects as may be built or constructed by the Promoter adjoining or in the vicinity of the Project and

the Said Phase. The Promoter and the Owners accordingly agree and covenant with the Allottee that the Allottee shall likewise be entitled to the unhindered access and use of the Project Common Areas, Amenities and Facilities including the common areas of such projects as aforesaid on reciprocal arrangement. The terms of access and use of each such common areas, amenities and facilities mentioned above may be finalized by the Promoter and/or the Association of each such projects upon its formation, as may be deemed necessary. In case at any time if the Said Proportionate Undivided Share of the Allottee is to be conveyed and transferred to the Association in compliance of the Act or the Rules or Regulations or any other law from time to time, then the Allottee agrees to co-operate with the Owners and the Promoter without any demand or delay to have the Said Proportionate Undivided Share transferred to the Association by attending the execution and registration of the Deeds of Transfer / Sale made in favour of the Association and bearing the proportionate cost of such transfer, as may be assessed by the Promoter or the Association. In case the Allottee refuses to or delays in getting such transfer done within the time required by the Promoter or the Act or Rules or Regulations or any other laws applicable from time to time, then the Promoter shall as the constituted attorney of the Allottee be entitled to execute such Deeds of Transfer and present the same for registration before the appropriate authority / Registrar and to also do all such acts and deeds, as are consequent and/or incidental thereto.

11. The Allottee shall have no objection for the Promoter

- (a) to carry out construction activities on the uncompleted Phase and Apartments and common areas within the said Project;
 - (b) the erection of temporary separation wall and fencing, construction access, concrete batching plant, temporary workers quarters, and working area., etc on the Project Land, which may cause some inconvenience due to noise, dust, lighting and extended working hours.
12. The Allottee shall not claim any damages due to any on site operations for completion of the said Project in whatsoever manner.
13. The Allottee shall not do any act, deed, matter or thing whereby the development and completion of the said Project or uncompleted blocks and apartments is in any manner whatsoever, hindered, obstructed or impaired with.
14. The Allottee shall not do any work which would jeopardize the soundness or safety of the said Project, reduce the value thereof or impair any easement nor shall the Allottee add any material structure or excavate any additional basement or cellar or encroach upon any part of the common and open space including the common areas and facilities.

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

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

- a) The properties benefits and rights hereby conveyed unto and in favour of the Allottee is and shall be one lot and shall not be partitioned or dismembered in part or parts and the Allottee shall also not claim any division or partition in the Said Phase Land or the Project Land towards its Said Proportionate Undivided Share appurtenant to the Said Apartment. It is further agreed and clarified that any transfer of the Said Apartment by the Allottee shall not be in any manner inconsistent herewith and the covenants herein shall run with the land and the transferee of the Allottee shall be bound to abide by the rules and regulations framed for the Buildings and become a member of the Association.

- b) All the apartments and other constructed areas as well as the other open and covered spaces in the Buildings or the Said Phase Land or the Project Land, as the case may be, until the same be disposed of by the Owners and the Promoter, shall remain the exclusive property of the Owners and the Promoter and the Allottee shall not claim any right or share therein.

- c) After the allotment and transfer of all the apartments in the Said Project or earlier, as the case may be, the Association of the Allottees shall be formed and the Allottee and the other allottees of the Project shall be the members thereof, each having voting rights therein in accordance with the Act and the Rules. The Allottee shall, alongwith the other Project Allottees, sign and execute all papers, documents, declarations and applications for the purpose of formation of the Association and its taking charge of the acts relating to the Common Purposes.

- d) Until such time the Association is formed and takes charge of the acts relating to the Common Purposes, the Promoter or its nominees shall manage and maintain the Said Project and look after the Common Purposes **subject however** to the Allottee making payment of the proportionate share of maintenance charges, the Common Expenses and all other charges and expenses in terms hereof.

- e) Upon formation of the Association and its taking charge of the acts relating to the Common Purposes all the rights and obligations with regard to the Common Purposes shall be and/or stood transferred by the Promoter and/or its nominee to the Association. All references to the Promoter herein with regard to the Common Purposes shall thenceforth be deemed to be reference to the Association.
- f) In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amounts payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder, then the Promoter and upon its formation and taking charge of the acts relating to the Common Purposes, the Association, shall be entitled to:-
- (i) claim interest at the rate of % per annum on all the outstanding amounts.
 - (ii) to demand and directly realise the amounts becoming due and payable to the Allottee by any tenant or licensee or other occupant in respect of the Said Unit.
 - (iii) discontinue supply of water to the Said Apartment.
 - (iv) Disconnect electricity in the Said Apartment.
 - (v) withhold and stop use of all other utilities and facilities (including lift) to the Allottee and his family members, guests, tenants or licensees.

- g) The bills for maintenance charges / Common Expenses, electricity charges, and other charges payable by the Allottee to the Promoter and/or their nominees and upon its formation to the Association, shall be deemed to have been served upon the Allottee, in case the same is left in the Said Apartment or in the letter box in the ground floor of the Buildings and earmarked for the Said Apartment.

- h) The Project shall together at all times as a housing complex bear the name "**Signum - Windflower**" or such other name as be decided by the Promoter from time to time and none else. The Said Phase shall be named "Phase 1" of the Project.

- i) In the event that any provision of this Deed is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indication of the same is received by either of the parties of any relevant competent authority, the parties shall amend the provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of the parties, it may be severed from this Deed and the remaining provisions of this Deed shall remain in full force.

- j) The Allottee shall bear registration charges including the stamp duty, registration fees, legal fees and such other expenses in respect of registration of this Deed of Conveyance.

- k) The provisions of Agreement for Sale and any other prior agreement between the parties to the extent contrary to or inconsistent with these presents shall stand superseded.
- l) All other provisions, right and obligations, covenants and representations, contained in the Said Agreement, which are not in conflict with this Deed, shall be treated as part and parcel of this Deed and shall be deemed to be incorporated in this Deed by reference.
- m) Any dispute arising in respect of this Deed shall only be referred to arbitration of a single Arbitrator to be appointed by the Promoter under the provisions of the Arbitration and Conciliation Act, 1996, as may be amended from time to time. The decision of the Arbitrator so appointed shall be binding on the parties. The arbitration proceedings shall be carried out in the English language. The arbitration proceedings shall be held at Kolkata and the Courts in Kolkata shall alone have jurisdiction in this regard.

THE FIRST SCHEDULE ABOVE REFERRED TO :

PART - I

(Description of the Project Land)

All That the piece and parcel of Bastu land admeasuring 9.1152 Acres equivalent to 551 cottah 7 Ch 23.11 Sq. ft, be the same a little more or less lying and situate at Mouza- Mankundu, J.L. No.9, R.S. No. 869, within the limits of Bhadreswar Municipality, Holding No.55, Khan Road in Ward No. 1 (formerly 20), Police Station – Bhadreswar, Sub District Hooghly, comprised in the following R.S & L.R. Dag Nos. under the R.S. & L.R. Khatian Nos.

R. S. Khatian No.	L. R. Khatian No.	R. S. DAG NO.	L. R. DAG NO.	AREA OF LAND IN ACRE
800	213/1 & 1056/1	1098	898	0.0331
802	213/1 & 1056/1	1099	898	0.0726
797	213/1 & 1056/1	1100	898	0.0654
796	213/1 and 1056/1	1101	898	0.0576
799	213/1 and 1056/1	1097 / 1229	898	0.0053
795	213/1 and 1056/1	1097 / 1228	898	2.2538
1669	213/1 & 1056/1	1094	897	0.9170
33	213/1 & 1056/1	1137 / 1226	948	0.3750
795	213/1	1139	949	2.6430
1756	1150/1	1137	945	0.7640
32	213/1 & 1056/1	1136 / 1227	947	0.1050
795	213 & 1056/1	1136	946	0.3690
795	213/1 & 1056/1	1138	944	0.8213
795	213/1 & 1056/1	1097/ 1228	898	0.0886
795	213/1 & 1056/1	1101	898	0.0250
795	213/1 &	1097/	898	0.0456

	1056/1	1228		
458	362	1142	952	0.256
458	362	1143	953	0.032
454	154	1149	958	0.053
454	154	1150	959	0.133
TOTAL				9.1152

and butted and bounded in the manner as follows :

ON THE NORTH : By J.C. Khan Road;

ON THE EAST : By R.S. Dag No.1140 and by R.S. Dag No.1141 and by R.S. Dag No.1228 (P);

ON THE SOUTH : By Partly by R.S. Dag No. 1138(P) and by R.S. Dag No.1139 (P);

ON THE WEST : By R. Dag No. 1228 (P) and by R.S. Dag No.1102

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was butted bounded called known numbered described or distinguished.

PART - II

(Description of the Said Phase Land)

ALL THAT the piece and parcel of land measuring 2910 Sq. Mtrs., more or less, equivalent to 43.50 cottahs, more or less, out of the Project Land butted and bounded in the manner appearing below:

ON THE NORTH :

ON THE SOUTH :

ON THE EAST :

ON THE WEST :

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Description of the Said Apartment)

Residential Flat No. [•], _____ floor, carpet area approximately [•] ([•]) square feet with balcony having carpet area of [•] square feet with adjacent terrace having carpet area of [•] square feet, in the Tower [•], being a part of the Project named *Windmere*, situate on the Phase Land described in **Part-III** of the **Schedule A** above, **TOGETHER WITH** the right to park [•] ([•]) medium sized car/s/ and/or [•] ([•]) two wheeler/s in [•] garage/covered parking/open parking (not being a part of Common Area) parking space No. [•] (“**Parking Space**”) admeasuring square feet **TOGETHER WITH** the pro rata share in the Phase Common Areas, Amenities and Facilities as described in **Part I of the Schedule C** hereunder.

The lay out of the Apartment and the Car Parking Space is delineated on the **Plan** annexed hereto and bordered in colour **Green and Yellow** respectively thereon.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Description of the Project Common Areas, Amenities and Facilities)

Structure & Brick Work	:	Earthquake resistant RCC framed construction. External & Internal Walls: Brick wall with cement plaster.
Entry & Exit Gate	:	MS Gate
Stair Case	:	Will be finished with good quality granite stone/kota stone/Vitrified Tiles.
Parking Area	:	Will have I.P.S. flooring under laid over flat brick soling.
Roof Treatment	:	Plain cement concrete with necessary admixture.
Water Tanks	:	R.C.C. underground water reservoir will be made. R.C.C. overhead tanks will be provided.
Electrical	:	Electrical wiring and mains etc. will be of good quality Copper Wire for lightning of the common area.
Telephone	:	Central distribution box at ground floor with a network of inbuilt telephone wiring to each Unit,
Painting And Finishing	:	Outside face of external walls – finish with good quality paint. Internal face of the walls plaster of paris. Aluminium Window
Water Supply	:	24 hour Water Supply arrangement

		Water reservoirs/ tank of the said project Water Pump/ and motors Water supply pipelines in the said project.
Rain Water Harvesting	:	Rain Water Harvesting system and its installation and the space required thereof.
Water Filtration	:	Water filtration plant and its installation and the space required thereof
Sewage treatment plant		Sewage treatment plant and its installation and the space required thereof Sewage and drainage connection with the Municipality / Panchayat
Power Supply	:	Connection and installation of the distribution of electricity with the Power Supply agency and the main leading to the Flat
Generator	:	Power backup Diesel Generators for common electrical installation
Fire Fighting	:	Fire fighting system installed for the said project.
Internal Roads & Pathways	:	All internal roadways and pathways of the said project
Landscape & plantation	:	As per the Architect Design
Club Area	:	
	:	Kids Pool Book Club

	<p>Steam Bath</p> <p>Guest Room</p> <p>Open Air Cafeteria</p> <p>Open Air Yoga</p> <p>AC Home Theatre Zone</p> <p>Doctors Car Parking</p> <p>Senior Citizen Adda Zone</p> <p>Outdoor Multipurpose Court</p> <p>Air Conditioned</p> <p>Swimming pool without outdoor deck</p> <p>Solar lighting in common spaces</p> <p>Vistiors Parking</p>
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THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Common Expenses)

1. **MAINTENANCE:** All costs and expenses for maintaining, white-washing, painting, repainting, repairing, renovating and replacing the common area machineries, equipments installations and accessories for common services, utilities and facilities (including the outer walls of the Buildings).
2. **OPERATIONAL:** All expenses for running and operating all machineries, equipments, installations and accessories for common facilities and utilities (including generator, lifts, water pump with motor etc.).
3. **STAFF:** The salaries of and all other expenses on the staff to be employed for the Common Purposes (including bonus and other emoluments and benefits).

4. **ASSOCIATION:** Establishment and all other expenses of the Association (including its formation) and also similar expenses of the Promoter 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 in respect of the Said Phase or the Buildings or any part thereof (save those assessed separately in respect of the Said Unit).
6. **INSURANCE:** Insurance premium for insuring the Buildings 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 (including electricity, water, etc.) and all charges incidental thereto.
8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
9. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Promoter and/or the Association for the Common Purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Restrictions imposed on the Allottee).

1. The Allottee agrees undertakes and covenants to:
 - a) comply with and observe the Rules, Regulations and bye-laws relating to the Act including such rules and regulations as may be framed by the Promoter /Maintenance Agency / Association from time to time;
 - b) permit the Promoter, Maintenance Agency and Association and their respective men agents and workmen to enter into the Said Apartment for the Common Purposes of the Project;
 - c) deposit the amounts for various purposes as may be required by the Promoter / Maintenance Agency or the Association;

- d) use the the Project Common Areas, Amenities and Facilities without causing any hindrance or obstruction to other Allottees of the Said Phase or the Project and/or occupants of the Buildings;
- e) keep the Said Apartment and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Apartment in the Buildings and/or in the Said Phase in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Apartments /parts of the Buildings;
- f) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the Said Apartment or the Project Common Areas for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise;
- g) sign and deliver to the Promoter all papers applications and documents for obtaining separate electricity meter or electricity connection for and in respect of the Said Apartment from the service provider in the name of the Allottee and until the same is obtained, the Promoter may provide or cause to be provided reasonable quantum of electricity to be drawn by the Allottee at his cost upon installation of electricity sub-meter in or for the Said Apartment and the Allottee shall pay all charges for electricity on the basis of reading of such sub-meter and as billed by the Promoter;
- h) bear and pay the Common Expenses and other outgoings in respect of the Said Project proportionately, and the Said Apartment wholly;
- i) pay municipal corporation taxes and all other rates taxes levies duties charges and impositions outgoings and expenses in respect of the Buildings and the Said Phase / Project proportionately, and the said Apartment wholly, and to pay proportionate share of such rates and taxes payable in respect of the said Apartment until the same is assessed separately by the municipal corporation;
- j) pay monthly common area maintenance charges for the maintenance of the Buildings, open areas, common areas, paths, passages and the

- Said Project as a whole, at such rate as may be quantified by the Promoter at the appropriate time;
- k) pay the monthly subscription for using the Club by the Allottee and his family members at such rate as may be quantified by the Promoter at the appropriate time;
 - l) pay for gas, (if any) generator, integrated communication facilities, cable TV and other utilities consumed in or relating to the said Apartment;
 - m) allow the other allottees the right of easements and/or quasi-easements;
 - n) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Generator / Electricity Charges, Municipal Corporation Taxes and other payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier;
 - o) observe and comply with such other covenants as be deemed reasonable by the Promoter for the Common Purposes;
 - p) not to use the Said Apartment or permit the same to be used for any purpose other than a private dwelling place of families;
 - q) not to do or suffer any thing to be done in or about for the Said Apartment which may cause or tend to cause or tantamount to cause any damages to the floors or ceiling of the Said Apartment or in any manner interfere with the use and enjoyment thereof or of any open spaces, passages or amenities available for common use;
 - r) not to demolish or cause to be demolished the Said Apartment or any part thereof at any time or any part of the said Buildings or the fittings and fixtures thereof;
 - s) not to make in the Said Apartment any structural alterations of a permanent nature except with the prior approval in writing of the Promoter and/or the municipal corporation and all other concerned or statutory authorities;
 - t) not to carry out or permit to be carried out any illegal or immoral or hazardous activities in the Said Apartment;

- u) not to store or keep any hazardous or dangerous or combustible or exceptionally heavy materials or things in the Said Apartment or to hang from or attach to the rafters or beams any heavy materials which may damage or endanger the structural stability of the Buildings;
- v) not to put any nameplate or letter box or neon-sign or board in the Project Common Areas or on the outside wall of the Buildings save at the place as be approved or provided by the Promoter Provided However that nothing contained herein shall prevent the Allottee from putting a decent nameplate on the outer face of the main door of the Said Apartment;
- w) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the Said Apartment or any portion thereof;
- x) not to install or fix air-conditioners, dish antennas or other apparatus on the exterior walls of the Buildings, save at places specified / fixed and in a manner as indicated by the Promoter;
- y) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance of any Apartment or any part of the Buildings or the Said Phase/Project or may cause any increase in the premium payable in respect thereof;
- z) not to decorate the exterior of the Buildings otherwise than in the manner agreed by the Promoter/Maintenance Agency/Association in writing or in the manner as nearly as may be in which it was previously decorated;
- aa) not to store or permit any one to store any goods or things and neither to deposit or throw or permit to be deposited or thrown any garbage, dirt, rubbish or refuse or waste in or around the staircase, lobby, landings, lifts, passages or in any other common areas or installations of the Buildings;

- bb) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Apartments in the Buildings;
- cc) not to claim any right over and/or in respect of any open land in the Project or the Said Phase or in any other open or covered areas of the Buildings and the Said Phase and the Project reserved or intended to be reserved by the Owners and/or the Promoter for their own exclusive use and enjoyment and not meant to be a common area or portion and not to obstruct any development or further development or additional construction which may be made from time to time by the Owners and the Promoter thereat or on any part thereof;
- dd) not to claim partition or sub-division of the land comprised in the Said Phase or the Project or underneath the Buildings and/or the Project Common Areas, as the case may be, towards the Said Proportionate Undivided Share attributable to the Said Apartment or any part thereof nor to do any act or deed, whereby the rights of the Owners and the Promoter and/or the rights of the Allottee of other Apartments in the Buildings is/are affected or prejudiced in any manner whatsoever nor to do any act or deed, which may cause obstruction and/or hindrance in the construction of the said Buildings;
- ee) not to partition the Said Apartment by metes and bounds;
- ff) not to shift or obstruct any windows or lights in the Said Apartment or the Buildings;
- gg) not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the Said Apartment without the prior consent in writing of the Promoter and/or the Association;
- hh) not to park or allow anyone to park any car, two-wheeler or other vehicles at any place other than the space earmarked for parking car(s) or two wheeler(s) of the Allottee,(Said Garage) if any, mentioned in the **SECOND SCHEDULE** hereto; and

- ii) not to let out or part with possession of the Said Garage, if so agreed to be acquired by the Allottee hereunder, independent of the Said Apartment and to use the same only for the purpose of parking of a medium size motor car or two-wheeler, as the case may be.
- jj) not to let out the Said Apartment or any part thereof without obtaining prior written permission of the Promoter and making payment of all sums or amounts then due and payable by the Allottee in respect of the Said Apartment.
- kk) not to park any car or two-wheeler in the Said Phase Land or the Project Land if the Allottee has not been allotted any Garage therein, and to park only one car or two-wheeler in one Garage and not more than one, even if there be space for more than one in the Garage.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(Rights on Allottee's Default)

- a) In case of default / delay in making payment of any amount payable under these presents (including in particular the Common Expenses and electricity charges) or otherwise by the Allottee to the Promoter or the Association upon its formation, interest shall be payable by the Allottee at the agreed rate of 12% (twelve) percent per annum from the due date till the date of payment.
- b) In case of there being a failure, refusal, neglect, breach or default on the part of the Allottee to perform or comply with any of the terms conditions covenants undertakings stipulations restrictions prohibitions and/or obligations in respect of the Said Apartment continuing for more than 2 months, then the Promoter and/or the Association upon its formation shall be entitled to issue a notice to the Allottee calling upon the Allottee to rectify and/or make good or set right the failure neglect refusal breach or default within one month from the date of issue of the said notice. If the Allottee does not comply with the said notice to the satisfaction of the Promoter and

the Association, as the case may be, then the Promoter and/or the Association, as the case may be, shall be entitled to invoke their rights under clause IV(f) of these presents and the Allottee shall in addition be liable to pay to the Promoter and/or the Association, compensation and/or damages that may be quantified by the Promoter / Association.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

(Devolution of Title)

Ownership of Jogendra Chandra Khan:

- A. One Jogendra Chandra Khan was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to inter alia, several pieces and parcels of land in J.L. No.9 R.S. No.869, Mouza - Mankundu, Police Station - Bhadreswar, Additional District Sub-Registrar Office at Chandannagar, District - Hooghly, hereinafter referred to as “the **MANKUNDU PROPERTIES**”;

Transfer of Mankundu Properties to Trust:

- B. By an Indenture of Trust dated 26th June, 1946, hereinafter referred to as “the **SAID INDENTURE OF TRUST**”, made between the said Jogendra Chandra Khan, therein as well as hereinafter referred to as “the **SETTLOR**” of the One Part and his three grandsons, Ganesh Chandra Khan, Kartick Chandra Khan and Bishnu Chandra Khan and the Settlor, the said Jogendra Chandra Khan, therein collectively referred to as the Trustees of the Other Part and registered in the Office of Registrar of Calcutta, in Book No.I, Volume No. 83, at Pages 112 to 154, Being No.2363 for the year 1946, the Settlor therein transferred, conveyed, assigned and assured in favour of the Trustees therein several massuage, lands, tenaments, heriditaments, zamindaries, premises and moneys (including the Mankundu Properties), all of which are hereinafter collectively referred to as “the **TRUST ESTATE**” to hold the same in trust for the benefit and welfare of the Settlor during his lifetime and thereafter for the benefit and welfare of his said three grandsons subject to maintenance and life interest of the Settlor’s widow, (Smt.) Jugalmoni Dasi and the widow of the Settlor’s pre-deceased son, namely, (Smt.) Jnanoda Sundari Dasi;

Division of Trust Estate:

- C. In terms of the Said Indenture Of Trust, the Settlor, inter alia directed for division of the Trust Estate in three equal parts or shares and upon the death

of the Settlor to appropriate each of the said three divided portions for the use and benefit of each of the said three grandsons of the Settlor subject to the maintenance and life interest of the Settlor's said widow, (Smt.) Jugalmoni Dasi and the widow of the Settlor's pre-deceased son, namely, (Smt.) Jnanoda Sundari Dasi;

Demise of Jogendra Chandra Khan:

- D. On or about 1st July, 1946, the Settlor, the said Jogendra Chandra Khan died and upon his death the said Ganesh Chandra Khan, Kartick Chandra Khan and Bishnu Chandra Khan continued to administer and manage the said Trust Estate, including the Mankundu Properties, as per the provisions of the Said Indenture Of Trust;

Administration and Maintenance of Trust Estate:

- E. In pursuance of the direction given by the Settlor under the said Indenture Of Trust, by a Deed of Declaration dated 9th July, 1954 and registered on 4th August, 1954, hereinafter referred to as "the **SAID DEED OF DECLARATION**" registered in the office of the Registrar of the Assurances, Calcutta, in Book No. I, Volume No.106, at Pages 67 to 110, Being No. 3812 for the year 1954, the said Ganesh Chandra Khan, Kartick Chandra Khan and Bishnu Chandra Khan divided the Trust Estate in three equal parts and/or shares which parts and/or shares of the Trust Estate was morefully and particularly described in Lists 'X', 'Y' and 'Z' of the Said Deed Of Declaration and the said Ganesh Chandra Khan, Kartick Chandra Khan and Bishnu Chandra Khan declared that the Trust Estate as described in the Lists 'X', 'Y' and 'Z' of the Said Deed of Declaration are being held, administered and maintained by the said Ganesh Chandra Khan, Kartick Chandra Khan and Bishnu Chandra Khan as trustees;

Inclusion of Plot No.1097/1228 in Trust Estate:

- F. Inasmuch as owing to inadvertent error Plot No. 1097/1228 comprised in the Mankundu Properties was not included in Trust Estates under Said Indenture Of Trust and that for all purposes it was always the intention of the Settlor to make a trust of all his estates including the said Plot No.1097/1228 comprised in the Mankundu Properties the said Ganesh Chandra Khan, Kartick Chandra Khan and Bishnu Chandra Khan included the said Plot No.1097/1228 comprised in the Mankundu Property in the Trust Estate by the Said Deed of Declaration;

Appointment of (Smt.) Mallika Khan as Trustee:

- G. Inasmuch as in the Said Indenture Of Trust it was inter alia directed by the Settlor therein that the income from the properties mentioned in List 'Y' of the Said Deed Of Declaration be credited to the account of the said Kartick Chandra Khan and upon his death to make over the said properties to the

heirs of the said Kartick Chandra Khan by a Deed of Appointment of Trustee dated 23rd November, 1954, hereinafter referred to as “the **SAID DEED OF APPOINTMENT**”, made between the said Kartik Chandra Khan, therein referred to as the Continuing Trustee of the First Part and the said Ganesh Chandra Khan and Bishnu Chandra Khan, therein collectively referred to as the Retiring Trustees of the Second Part and the wife of the said Kartick Chandra Khan, (Smt.) Mallika Khan, therein referred to as the New Trustee of the Third Part and registered in the Office of the Registrar of Assurance, Calcutta in Book No. I, Volume No. 125, at Pages 155 to 184, Being No. 5133 for the year 1954 the Retiring Trustees therein retired from the trusteeship and the New Trustee therein was inducted as a new trustee along with the Continuing Trustee and to maintain, administer and manage inter alia a part of the Trust Estate being the properties described in the List ‘Y’ of the Said Deed Of Declaration;

Administration Suit filed by Ganesh Chandra Khan, Kartick Chandra Khan and Bishnu Charan Khan:

- H. For proper management and administration of the Trust Estate and for framing a scheme of administration of the Trust Estate the said Ganesh Chandra Khan, Kartik Chandra Khan and Bishnu Chandra Khan filed a suit in the Hon’ble High Court at Calcutta being Administration Suit No. 1019 of 1956, hereinafter referred to as “the **SAID ADMINISTRATION SUIT**”, against the said (Smt.) Jugalmoni Dasi and (Smt.) Jnanoda Sundari Dasi, the wife of the said Ganesh Chandra Khan, (Smt.) Annapurna Khan, the wife of the said Kartick Chandra Khan, (Smt.) Mallika Khan, the wife of the said Bishnu Chandra Khan, (Smt.) Leela Khan, and their respective family members viz, Suresh Chandra Khan, Samaresh Chandra Khan, Arup Kumar Khan, Amit Kumar Khan, (Kumari) Anita Khan, (Kumari) Pronita Khan, (Kumari) Reena Khan, the Vendors herein; viz Ashim Chandra Khan, (Kumari) Hena Khan, (Kumari) Padma Khan, (Kumar) Mita Khan, one Debi Prosad Khan and Ganga Prosad Khan;

Order dated 10th September, 1956:

- I. By an order and decree dated 10th September, 1956 passed in the Said Administration Suit it was inter alia ordered by the Hon’ble High Court at Calcutta that the said Kartick Chandra Khan and the said (Smt.) Mallika Khan be appointed as Trustees of the properties mentioned in List ‘Y’ of the Said Deed of Declaration to the exclusion of the all other trustees of the Trust Estate;

Order dated 19th March, 1962:

- J. By a further order and decree dated 19th March, 1962 passed in the Said Administration Suit the Hon’ble High Court at Calcutta was further pleased to inter alia direct that inasmuch as the said Ganesh Chandra Khan, Kartick Chandra Khan and Bishnu Chandra Khan and their respective family

members thought that the their separate Trust Estate as mentioned in the Lists 'X' 'Y' and 'Z' of the Said Deed Of Declaration be separated and administration and management thereof be handed over to each of the said three grandsons of the Settlor interested in the properties allotted to their own branches, the present trustees be discharged and each of the said three grandsons of the Settlor along with their respective wives be appointed as trustees of the properties in which each of them are interested and the Hon'ble High Court at Calcutta was further pleased to direct that each of the three Trust Estate be vested in the respective new trustees appointed by the said order and decree subject to the right of the said (Smt.) Jugalmoni Dasi and (Smt.) Jnanoda Sundari Dasi;

Vesting of Mankundu Properties in Kartick Chandra Khan and (Smt.) Mallika Khan:

- K. Inasmuch as a part of the Mankundu Properties forms a part and parcel of the said List 'Y' of the Said Deed of Declaration in pursuance of the Said Deed Of Appointment and the said orders dated 10th September, 1956 and 19th March, 1962 passed in the Said Administration Suit the same vested in the said Kartick Chandra Khan and (Smt.) Mallika Khan;

Demise of (Smt.) Jugalmoni Dasi:

- L. Or about 29th November, 1967 the said (Smt.) Jugalmohan Dasi died;

Demise of (Smt.) Jnanoda Sundari Dasi:

- M. On or about 22nd July, 1971 the said (Smt.) Jnanoda Sundari Dasi died;

Demise of Kartick Chandra Khan:

- N. On or about 19th November, 1982 the said Kartick Chandra Khan died intestate leaving behind him surviving his wife, the said (Smt.) Mallika Khan, his four daughters, (Smt.) Hena Saha, (Smt.) Mita Saha, (Smt.) Rita Saha and (Smt.) Padma Saha and his one son, Ashim Chandra Khan, hereinafter collectively referred to as "the **HEIRS OF LATE KARTICK CHANDRA KHAN**" as his legal heirs and heiresses who in terms of the Said Indenture Of Trust jointly became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to inter alia a part of the Mankundu Properties, morefully and particularly described in the said List 'Y' of the Said Deed Of Declaration;

Ownership of the Heirs of Late Kartick Chandra Khan:

- O. In the circumstances the Heirs Of Late Kartick Chandra Khan became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to, inter alia, **ALL THAT** the piece and parcel of land comprised in the Mankundu Properties and forming out of the properties comprised in the

said List 'Y' of the said Deed of Declaration admeasuring 8.7082 Acres, more or less in J.L. No.9, R.S. No. 869, Mouza- Mankundu, L.R. Khatian No. 213, 213/1 and 1056/1, Police Station – Bhadreswar, Additional District Sub-Registration Office at Chandannagar, District – Hooghly, presently within Bhadreswar Municipality, in the following Khatian Nos. and Dag Nos.:

R. S. Khatian No.	L. R. Khatian No.	R. S. Dag No.	L. R. Dag No.	Area of Land (in Acre)
795	1056/1	1103	900	0.0332
800	213/1 and 1056/1	1098	898	0.0402
802	213/1 and 1056/1	1099	898	0.0726
797	213/1 and 1056/1	1100	898	0.0654
796	213/1 and 1056/1	1101	898	0.0720
799	213/1 and 1056/1	1097/1229	898	0.0053
795	213/1 and 1056/1	1097/1228	898	2.4252
1669	213/1 and 1056/1	1094	897	0.9170
33	213/1 and 1056/1	1137/1226	848	0.3750
795	213/1	1139	949	2.6430
1756	1150/1	1137	945	0.7640
32	213/1 and 1056/1	1136/1227	947	0.1050
795	213 & 1056/1	1136	946	0.3690
795	213/1	1138	944	0.8213
				8.7082

hereinafter collectively referred to as the "**LARGER PLOTS**";

Agreement for Sale of portion of the LARGER PLOTS:

- P. By a Bengali Bainapatra (Agreement for Sale) dated 18th May, 1993, hereinafter referred to as "the **SALE AGREEMENT**" made between the Heirs Of Late Kartick Chandra Khan, therein collectively referred to as the Grantors of the Sale Agreement of the One Part and one M/s. Housing Consultancy Private Limited, represented by its Director, Shibabrata Dutta, one (Smt.) Jaba Khan, Sarojit Khan, Shib Shankar Ghosh, Pravat Kumar Dey and Narendra Nath Neogi, therein collectively referred to as the Recipients of the Sale Agreement of the Other Part and registered in the Office of the

Additional District Sub-Registrar at Chandannagar, Hooghly, in Book No. I, Volume No. 22, at Pages 36 to 44, Being No. 1225 for the year 1993 the Grantors of the Sale Agreement therein for the consideration therein mentioned agreed to sell transfer and convey in favour of the Recipients of the Sale Agreement therein and/or their nominees free from all encumbrances of any nature whatsoever inter alia Larger Plots excepting the land in R.S. Dag Nos. 1099, 1100 and 1094 comprised in the Mankundu Properties and forming out of the properties comprised in the said List 'Y' of the Said Deed of Declaration, hereinafter referred to as "the **LAND AGREED TO BE SOLD**"

Suit for Partition:

- Q. The said Ashim Chandra Khan filed a suit for partition and administration of inter alia the Trust Properties comprised in the said List 'Y' of the Said Deed Of Declaration being Suit No.308 of 1994 in the Hon'ble High Court at Calcutta, hereinafter referred to as "the **PARTITION SUIT**" against the remaining heirs of Late Kartick Chandra Khan;

Order dated 22nd November, 1994:

- R. By an order dated 22nd November, 1994 passed by the Hon'ble High Court at Calcutta in the Partition Suit the Vendor No. 5 herein, the said Ashim Chandra Khan was appointed as the Receiver over the properties comprised in the said List 'Y' of the Said Deed Of Declaration and if the parties to the said Partition Suit so desired the same could be sold;

Deed of Partnership dated 24th April, 1995:

- S. After entering into the Sale Agreement, by a Bengali Deed of Partnership dated 24th April, 1995 made between the said Housing Consultancy Private Limited, therein referred to as the First Party of the First Part, the said (Smt.) Jaba Khan, therein referred to as the Second Party of Second Part, the said Sarojit Khan, therein referred to as the said Third Party of the Third Part, the said Shib Sankar Ghosh, therein referred to as the Fourth Party of the Fourth Part, the said Pravat Kumar Dey, therein referred to as the Fifth Party of the Fifth Part and the said Narendranath Neogi, therein referred to as the Sixth Party of the Sixth Part and registered in the office of the Additional District Sub-Registrar Chandannagar at Hooghly in Book No. IV, Volume No.1 , at Pages 217 to 226 , Being No.42 for the year 1995 the parties therein agreed to carry on the business of developing and/or commercially exploiting inter alia the Land Agreed To Be Sold in co-partnerships hereinafter referred to as the "**SAID PARTNERSHIP BUSINESS**" under the name and style of M/s Housing Consultancy & Real Estate Developers, being the Confirming Party

herein by treating the advance paid under the Sale Agreement as the capital of the Said Partnership Business;

Retirement from Partnership by Shib Sankar Ghosh:

- T. By a Deed of Retirement of Partnership dated 30th April, 1996 made between said Shib Sankar Ghosh, therein referred to as the Retiring Partner of the One Part and the said M/s. Housing Consultancy Private Limited, the said (Smt.) Jaba Khan, the said Sarojit Khan the said Pravat Kumar Dey and the said Narendra Nath Neogi, therein collectively referred to as the Continuing Partners of the Other Part the said Shib Sankar Ghosh upon withdrawing the share of contribution standing to the credit of the said Retiring Partner therein retired from the said partnership business;

Reconstruction of Partnership:

- U. By an Indenture of Partnership dated 1st November, 1996, made between the said M/s. Housing Consultancy Private Limited, therein referred to as the First Party of the First Part, therein, the said (Smt.) Jaba Khan, therein referred to as the Second Party of the Second Part, the said Sarojit Khan, therein referred to as the Third Party of the Third Part, the said Pravat Kumar Dey therein referred to as the Fourth Party of the Fourth Part and the said Narendra Nath Neogi, therein referred to as the Fifth Party of the Fifth Part the parties therein agreed to continue as partners of the Said Partnership Business;

Sale of Land in R.S. Dag No. 1097/1228:

- V. By an Indenture dated 16th November, 1998 made between the said Ashim Chandra Khan as the Receiver appointed under the Partition Suit, therein referred to as the Vendor of the First Part and the said Housing Consultancy & Real Estate Developers, therein referred to as the Confirming Party of the Second Part and one Nemai Chandra Khan, therein referred to as the Purchaser of the Third Part and registered in the office of the District Sub-Registrar, Hooghly, in Book No.I, Volume No.13 at Pages from 213 to 226, Being No. 567 for the year 1998, the Vendor therein for the consideration therein mentioned sold, transferred and conveyed a divided and demarcated portion of the Land Agreed To Be Sold being **ALL THAT** piece and parcel land at measuring 2 (two) Cottahs 12 (twelve) Chittaks and 5 (five) Square Feet, more or less in J.L. No.9, Mouza - Mankundu, R.S. Khatian No.795, L.R. Khatian No.213/1 and 1056/1 (wrongly typed in the said indenture as 213 and 1056), R.S. Dag No.1097/1228, L.R. Dag No.898, Police Station - Bhadreswar, District Registration Office at Hooghly, within Bhadreswar Municipality in favour of the Purchaser therein, free from all encumbrances of any nature whatsoever;

Ownership of Nemai Chandra Khan:

- W. In the circumstances the said Nemai Chandra Khan became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel land at measuring 2 (two) Cottahs 12 (twelve) Chittaks and 5 (five) Square Feet, more or less (equivalent to 0.0456 Acres), in J.L. No.9, Mouza- Mankundu, R.S. Khatian No.795, L.R. Khatian No.213/1 and 1056/1 (wrongly typed in the said indenture as 213 and 1056), R.S. Dag No.1097/1228, L.R. Dag No.898, Police Station - Bhadreswar, District Registration Office at Hooghly, within Bhadreswar Municipality, hereinafter referred to as "the **SAID LAND OF NEMAI CHANDRA KHAN**";

Ownership of Arijit Khan:

- X. By another Indenture dated 16th November, 1998 made between the said Ashim Chandra Khan as the Receiver appointed under the Partition Suit, therein referred to as the Vendor of the First Part the said Housing Consultancy & Real Estate Developers, therein referred to as the Confirming Party of the Second Part and the one Arijit Khan, therein referred to as the Purchaser of the Third Part and registered in the office of the District Sub-Registrar at Hooghly, in Book No.I, Volume No.13, at Pages from 179 to 196, Being No. 565 for the year 1998, the Vendor therein for the consideration therein mentioned sold, transferred and conveyed a further divided and demarcated portion of the Land Agreed To Be Sold being **ALL THAT** piece and parcel land at measuring 2 (two) Cottahs 7 (seven) Chittaks and 8 (eight) Square Feet, more or less, in J.L. No.9, Mouza - Mankundu, R.S. Khatian No.795, R.S. Dag No.1097/1228, L.R. Khatian Nos.213/1 and 1056/1 (wrongly typed in the said indenture as 213 and 1056), L.R. Dag No.898, Police Station - Bhadreswar, District Registration Office at Hooghly, within Bhadreswar Municipality in favour of the Purchaser therein, free from all encumbrances of any nature whatsoever;

Ownership of Arijit Khan in R.S. Dag Nos.1101 and 1097/1228:

- Y. By another Indenture dated 16th November, 1998 made between the said Ashim Chandra Khan as the Receiver appointed under the said Partition Suit, therein referred to as the Vendor of the First Part, the said Housing Consultancy & Real Estate Developers, therein referred to as the Confirming Party of the Second Part and the said Arijit Khan, therein referred to as the Purchaser of the Third Part and registered in the office of the District Sub-Registrar at Hooghly, in Book No.I, Volume No.13, at Pages from 227 to 244, Being No.568 for the year 1998, the Vendor therein for the consideration and mentioned sold, transferred and conveyed a further divided and demarcated portion of the Land Agreed To Be Sold being **ALL THAT** piece and parcel land at measuring 2 (two) Cottahs 6 (six) Chittaks and 20 (twenty) Square Feet, more or less, in J.L. No.9, Mouza - Mankundu, R.S. Khatian No.795, R.S. Dag Nos.1101 and 1097/1228, L.R. Khatian Nos.213/1 and 1056/1 (wrongly typed as 213 and 1056), L.R. Dag No.898, Police Station - Bhadreswar, District Registration Office at Hooghly, within

Bhadreswar Municipality in favour of the Purchaser therein, free from all encumbrances of any nature whatsoever;

Ownership of Arijit Khan in R.S. Dag No.1097/1228:

- Z. By another Indenture dated 16th November, 1998 made between the said Ashim Chandra Khan as the Receiver appointed under the Said Partition Suit, therein referred to as the Vendor of the First Part, the said Housing Consultancy & Real Estate Developers, therein referred to as the Confirming Party of the Second Part and the said Arijit Khan, herein, therein referred to as the Purchaser of the Third Part and registered in the office of the District Sub-Registrar at Hooghly, in Book No.I, Volume No.13, at Pages from 245 to 262, Being No.569 for the year 1998, the Vendors therein for the consideration and mentioned sold, transferred and conveyed a further divided and demarcated portion of the Land Agreed To Be Sold being **ALL THAT** piece and parcel land at measuring 2 (two) Cottahs and 17 (seventeen) Square Feet, more or less, in J.L. No.9, Mouza - Mankundu, R.S. Khatian No.795, R.S. Dag No.1097/1228, L.R. Khatian Nos.213/1 and 1056/1 (wrongly typed in the said indenture as 213 and 1056), L.R. Dag No.898, Police Station - Bhadreswar, District Registration office at Hooghly, within Bhadreswar Municipality in favour of the Purchaser therein, free from all encumbrances of any nature whatsoever;

Ownership of Arijit Khan:

- AA. In the circumstances the said Arijit Khan became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel land at measuring 6 (six) Cottahs and 14 (fourteen) Chittaks more or less (equivalent to 0.1136 Acres), in J.L. No.9, Mouza - Mankundu, R.S. Khatian No.795, L.R. Khatian No.213/1 and 1056/1 (wrongly typed in the said indenture as 213 and 1056), R.S. Dag No.1097/1228 and 1101, L.R. Dag No.898, Police Station - Bhadreswar, District Registration Office at Hooghly, within Bhadreswar Municipality as follows:

R.S. Khatian No.	L.R. Khatian No.	R.S. Dag No.	L.R. Dag No.	Area of Land (in Acre)
795	213/1 and 1056/1	1101	898	0.0250
795	213/1 and 1056/1	1097/1228	898	0.0886
				0.1136

hereinafter referred to as "the **SAID LAND OF ARIJIT KHAN**";

Ownership of balance land of Heirs of Late Kartick Chandra Khan:

- BB. In the circumstances the said Heirs Of Late Kartick Chandra Khan became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to, inter alia, the remaining portion of the Larger Plots being **ALL THAT** the piece and parcel of land comprised in the Mankundu Properties and forming out of the properties comprised in the said List 'Y' of the said Deed of Declaration admeasuring 8.5586 (eight point five five eight six) Acres, more or less, in J.L. No.9, R.S. No.869, Mouza - Mankundu, L.R. Khatian No.213, 213/1 and 1056/1, Police Station - Bhadreswar, District Sub Registration Office at Chandannagar, District - Hooghly, presently within Bhadreswar Municipality, in the following Khatian Nos. and Dag Nos.:

R.S. Khatian No.	L.R. Khatian No.	R.S. Dag No.	L.R. Dag No.	Area of Land (in Acre)
795	1056/1	1103	900	0.0332
800	213/1 and 1056/1	1098	898	0.0402
802	213/1 and 1056/1	1099	898	0.0726
797	213/1 and 1056/1	1100	898	0.0654
796	213/1 and 1056/1	1101	898	0.0576
799	213/1 and 1056/1	1097 / 1229	898	0.0053
795	213/1 and 1056/1	1097 / 1228	898	2.2900
1669	213/1 and 1056/1	1094	897	0.9170
33	213/1 and 1056/1	1137 / 1226	848	0.3750
795	213/1	1139	949	2.6430
1756	1150/1	1137	945	0.7640
32	213/1 and 1056/1	1136 / 1227	947	0.1050
795	213 and 1056/1	1136	946	0.3690
795	213/1	1138	944	0.8213
				8.5586

hereinafter collectively referred to as the "**SAID LAND OF THE HEIRS OF LATE KARTICK CHANDRA KHAN**";

Retirement of Partnership by Housing Consultancy Pvt. Ltd.:

- CC. By a Deed of Retirement dated 31st July, 2006 made between the said Housing Consultancy Private Limited, therein referred to as the Retiring

Partner of the One Part and the said (Smt.) Jaba Khan, the said Sarojit Khan the said Pravat Kumar Dey and the said Narendra Nath Neogi, therein collectively referred to as the Continuing Partners of the Other Part, the Retiring Partner therein upon withdrawing the share of contribution standing to the credit of the Retiring Partner therein retired from the Said Partnership Business;

Reconstruction of Partnership:

- DD. By a Deed Partnership dated 1st August, 2006 made between the said (Smt.) Jaba Khan, therein referred to as the First Party of the First Part, the said Sarojit Khan, therein referred to as the Second Party of the Second Part, the said Provat Kumar Dey, therein referred to as the Third Party of the Third Part, the said Narendra Nath Neogi, therein referred to as the Fourth Party of the Fourth Part and the said (Smt.) Mandira Dey, therein referred to as the Fifth Party of the Fifth Part, the parties therein agreed to carry on the Said Partnership Business in co-partnership;

Demise of (Smt.) Mallika Khan:

- EE. On or about 17th December, 2007, the said (Smt.) Mallika Khan who was a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving behind her surviving her said 4 (four) daughters, namely, the said (Smt.) Hena Saha, (Smt.) Mita Saha, (Smt.) Rita Saha and (Smt.) Padma Saha and her said son, Ashim Chandra Khan as her legal heir and heiresses who jointly inherited the share of Late Mallika Khan in, inter alia, the Said Land Of the Heirs Of Late Kartick Chandra Khan;

Order dated 25th June, 2008:

- FF. By an order dated 25th June, 2008 passed by the Hon'ble High Court at Calcutta the Partition Suit was dismissed as not pressed;

Demise of Narendra Nath Neogi:

- GG. On or about 3rd January, 2009 the said Narendra Nath Neogi died intestate living behind him surviving his wife, (Smt.) Menoka Neogi and his four daughters, viz. (Smt.) Dhira Mondal, (Smt.) Indira Ghosh, (Smt.) Mandira Mondal and (Smt.) Sunanda Roy as his legal heiresses who jointly inherited the right, title and interest of the said Late Narendra Nath Neogi in the Said Partnership Business;

Substitution of Partnership:

- HH. By an Indenture dated 12th January, 2009 made between the said (Smt.) Jaba Khan, therein referred to as the First Party of the First Part, the said Sarojit Khan, therein referred to as the Second Party of the Second Part, the said Pravat Kumar Dey, therein referred to as the Third Party of the Third Part,

the said (Smt.) Mandira Dey, therein referred to as the Fourth Party of the Fourth Part and the said (Smt.) Menoka Neogi, therein referred to as the Party of the Fifth Part, the said (Smt.) Menoka Neogi was substituted as a partner of the said firm in place and stead of Late Narendra Nath Neogi and agreed to carry on the Said Partnership Business in co-partnership;

Disclaimer by (Smt.) Dhira Mondal, (Smt.) Indira Ghosh, (Smt.) Mandira Mondal and (Smt.) Sunanda Roy:

- II. By a Bengali Na-Dabi Patra (Deed of Disclaimer) dated 6th March, 2009 the said four daughters of Late Narendra Nath Neogi, viz. (Smt.) Dhira Mondal, (Smt.) Indira Ghosh, (Smt.) Mandira Mondal and (Smt.) Sunanda Roy disclaimed all their right, title and/or interest in the Said Partnership Business and consented to the appointment of their mother, the said (Smt.) Menoka Neogi as the partner of the Said Partnership Business;

Sale by the Heirs of Late Kartick Chandra Khan excepting Late Mallika Khan:

- JJ. By an Indenture dated 8th May, 2013 made between the said (Smt.) Hena Saha, (Smt.) Mita Saha, (Smt.) Rita Saha, (Smt.) Padma Saha and Ashim Chandra Khan, therein collectively referred to as the Vendors of the First Part, the said Housing Consultancy & Real Estate Developers, a partnership firm of 87, J.C. Khan Road, Post Office - Mankundu, Police Station - Bhadreswar, District- Hooghly, having Income Tax PAN AABFH9528H, represented by its partner, Pravat Kumar Dey, son of Late Gurudas Dey, residing at Krishna Patty Road, Post Office Chandannagore, Police Station Chandannagore, District Hooghly, therein referred to as the Confirming Party of the Second Part and the Seller Nos. 1 to 70 herein, viz. **(1)** Deepesh Shoppers Private Limited, **(2)** Jagsak Realtors Private Limited, **(3)** Debajam Realty Private Limited, **(4)** Arunabh Conclave Private Limited, **(5)** Angarik Developers Private Limited, **(6)** Lentils Dealcom Private Limited, **(7)** Shallot Tradecom Private Limited, **(8)** Salsify Commerce Private Limited, **(9)** Salsify Vyapaar Private Limited, **(10)** Salsify Vincom Private Limited, **(11)** Navy Beans Dealcom Private Limited, **(12)** Nettles Vintrade Private Limited, **(13)** Nettles Dealtrade Private Limited, **(14)** Endive Vyapaar Private Limited, **(15)** Nerine Vinimay Private Limited, **(16)** Endive Traders Private Limited, **(17)** Nerine Vyapar Private Limited, **(18)** Endive Vincom Private Limited, **(19)** Navy Beans Commerce Private Limited, **(20)** Navy Beans Dealtrade Private Limited, **(21)** Lentils Tie-Up Private Limited, **(22)** Nerine Vincom Private Limited, **(23)** Endive Dealcom Private Limited, **(24)** Lentils Tradecom Private Limited, **(25)** Lentils Vinimay Private Limited, **(26)** Endive Vinimay Private Limited, **(27)** Navy Beans Traders Private Limited, **(28)** Frisee Tradecom Private Limited, **(29)** Antray Conclave Private Limited, **(30)** Antray Realstate Private Limited, **(31)** Antray Vincom Private Limited, **(32)** Arunabh Developers Private Limited, **(33)** Ashtek Construction Private Limited, **(34)** Ashtek Infranirman Private Limited, **(35)** Debajam Construction Private Limited, **(36)** Debajam Dealcom Private

Limited, (37) Ganadhi Vintrade Private Limited, (38) Jagsak Conclave Private Limited, (39) Jagsak Developers Private Limited, (40) Jagsak Realty Private Limited, (41) Debajam Vanijya Private Limited, (42) Debajam Vincom Private Limited, (43) Jagsak Vanijya Private Limited, (44) Jagsak Vincom Private Limited, (45) Kalashdha Conclave Private Limited, (46) Kalashdha Construction Private Limited, (47) Kalashdha Developers Private Limited, (48) Kalashdha Dealcom Private Limited, (49) Kalashdha Vanijya Private Limited, (50) Kalashdha Vincom Private Limited, (51) Kalashdha Vintrade Private Limited, (52) Rajnandita Conclave Private Limited, (53) Rajnandita Construction Private Limited, (54) Ranchhor Vintrade Private Limited, (55) Ritudhar Conclave Private Limited, (56) Ritudhar Vintrade Private Limited, (57) Swapno Vintrade Private Limited, (58) Pushapdham Merchants Private Limited, (59) Pushapdham Vyapaar Private Limited, (60) Pushapdham Distributors Private Limited, (61) Pushapdham Enterprises Private Limited, (62) Bahumulya Trading Private Limited, (63) Bahumulya Vyapaar Private Limited, (64) Bahumulya Merchants Private Limited, (65) Bahumulya Distributors Private Limited, (66) Pushapdham Dealers Private Limited, (67) Shivkripa Nirmaan Private Limited, (68) Shivpariwar Heights Private Limited, (69) Shivrashi Residency Private Limited and (70) Shivmani Infratech Private Limited, therein collectively referred to as the Purchasers of the Third Part and herein after collectively referred to as the said "**DEEPESH SHOPPERS PRIVATE LIMITED & OTHERS**" and registered in the office of the Additional District Sub-Registrar at Chandannagar, Hooghly, in Book No.I, CD Volume No.5, at Pages from 2249 to 2304, Being No.01399 for the year 2013, the Vendors therein, for the consideration therein mentioned and with consent and concurrence of the Confirming Party therein, sold, transferred and conveyed the Said Land Of The Heirs Of Late Kartick Chandra Khan in favour of the Purchasers therein, the said Deepesh Shoppers Private Limited & Others, free from all encumbrances of any nature whatsoever;

Sale by Nemai Chandra Khan:

- KK. By an Indenture dated 29th May, 2013, made between the said Nemai Chandra Khan, therein referred to as the Vendor of the First Part, the said (Smt.) Hena Saha, (Smt.) Mita Saha, (Smt.) Rita Saha, (Smt.) Padma Saha and Ashim Chandra Khan, therein collectively referred to as the Confirming Parties of the Second Part and the said Deepesh Shoppers Private Limited & Others, therein collectively referred to as the Purchasers of the Third Part and registered in the office of the Additional District Sub-Registrar at Chandannagar, Hooghly, in Book No.I, CD Volume No.6, at Pages from 1699 to 1727, Being No.01672 for the year 2013, the Vendors therein, for the consideration therein mentioned and with consent and concurrence of the Confirming Parties therein, sold, transferred and conveyed the Said Land Of Nemai Chandra Khan in favour of the Purchasers therein, the said Deepesh Shoppers Private Limited & Others, free from all encumbrances of any nature whatsoever;

Sale by Arijit Khan:

- LL. By an Indenture dated 29th May, 2013, made between the said Arijit Khan, therein referred to as the Vendor of the First Part, the said (Smt.) Hena Saha, (Smt.) Mita Saha, (Smt.) Rita Saha, (Smt.) Padma Saha and Ashim Chandra Khan, therein collectively referred to as the Confirming Parties of the Second Part and the said Deepesh Shoppers Private Limited & Others, therein collectively referred to as the Purchasers of the Third Part and registered in the office of the Additional District Sub-Registrar at Chandannagar, Hooghly, in Book No. I, CD Volume No.6, at Pages from 1728 to 1758, Being No.01673 for the year 2013, the Vendor therein, for the consideration therein mentioned and with consent and concurrence of the Confirming Parties therein, sold, transferred and conveyed the Said Land Of Arijit Khan in favour of the Purchasers therein, the said Deepesh Shoppers Private Limited & Others, free from all encumbrances of any nature whatsoever;

Ownership of Jharu Charan Khan:

- MM. One Jharu Charan Khan was absolutely seized and possessed of and/or well and sufficiently entitled to inter alia, **FIRSTLY ALL THAT** the piece and parcel of Bagan (Garden) land admeasuring 0.276 (zero point two seven six) Acres, more or less, in J.L. No.9, R.S. Khatian No.458, L.R. Khatian No.362, Hal L.R. Khatian No.3780, Mouza - Mankundu, R.S. Dag No.1142, L.R. Dag No.952, Police Station - Bhadreswar, District Sub Registration Office at Chandannagar, District – Hooghly, presently within Ward No. 1 (formerly Ward. No. 20) of Bhadreswar Municipality **AND SECONDLY ALL THAT** the piece and parcel of Bagan (Garden) land admeasuring 0.032 (zero point zero three two) Acres, more or less [out of 0.036 (zero point zero three six) Acres, more or less], in J.L. No.9, R.S. Khatian No.458, L.R. Khatian No.362, Hal L.R. Khatian No.3780, Mouza - Mankundu, R.S. Dag No.1143, L.R. Dag No.953, Police Station - Bhadreswar, District Sub Registration Office at Chandannagar, District – Hooghly, presently within Ward No. 1 (formerly Ward. No. 20) of Bhadreswar Municipality, **AGGREGATING IN ALL TO ALL THAT** the piece and parcel of Bagan (Garden) land admeasuring 0.308 (zero point three zero eight) Acres, more or less, in J.L. No.9, R.S. Khatian No.458, L.R. Khatian No.362, Hal L.R. Khatian No.3780, Mouza - Mankundu, R.S. Dag Nos.1142 and 1143, L.R. Dag Nos.952 and 953, Police Station - Bhadreswar, District Sub-Registration Office at Chandannagar, District – Hooghly, presently within Ward No. 1 (formerly Ward. No. 20) of Bhadreswar Municipality, hereinafter collectively referred to as “the **SAID LAND OF JHARU CHARAN KHAN**”;

Demise of Jharu Charan Khan:

- NN. The said Jharu Charan Khan who was a Hindu governed by the Dayabhaga School of Hindu law died intestate leaving behind him surviving his wife, (Smt.) Pati Moni Dasi and his son, Nemai Charan Khan as his legal heiress and heir, hereinafter collectively referred to as “the **HEIRS OF LATE JHARU**”

CHARAN KHAN” who jointly inherited inter alia the Said Land Of Jharu Charan Khan;

Sale by the Heirs of Late Jharu Charan Khan:

- OO. By a Bengali Kobala (Deed of Sale) dated 29th November, 1954 made between the said Heirs Of Late Jharu Charan Khan, therein collectively referred to as the Vendors of the One Part and one (Smt.) Monorama Gayan, therein referred to as the Purchaser of the Other Part and registered in the office of the Sub-Registrar at Shrirampur, Hooghly, in Book No. I, Volume No.71 at Pages from 159 to 161, Being No.6009 for the year 1954, the Vendors therein, for the consideration therein mentioned, sold, transferred and conveyed in favour of the Purchaser therein, the Said Land Of Jharu Charan Khan, free from all encumbrances of any nature whatsoever;

Sale by (Smt.) Monorama Gayan:

- PP. By a Bengali Kobala (Deed of Sale) dated 19th July, 1971 made between the said (Smt.) Monorama Gayan, therein referred to as the Vendor of the One Part and one Gopinath Ghosh, therein referred to as the Purchaser of the Other Part and registered in the office of the Sub-Registrar at Chandannagar, Hooghly, in Book No.I, Volume No.22, at Pages from 20 to 22, Being No.1240 for the year 1971, the Vendor therein, for the consideration therein mentioned, sold, transferred and conveyed in favour of the Purchaser therein, the Said Land Of Jharu Chara Khan, free from all encumbrances of any nature whatsoever;

Ownership of Upendranath Ghosh:

- QQ. By virtue of inheritance one Upendranath Ghosh was absolutely seized and possessed of and/or well and sufficiently entitled to inter alia, **FIRSTLY ALL THAT** the piece and parcel of Doba land admeasuring 0.053 Acres, more or less, in J.L. No.9, R.S. Khatian No.454, L.R. Khatian No. 154, Hal L.R. Khatian No.3780, in Mouza - Mankundu, R.S. Dag No.1149, L.R. Dag No.958, Police Station - Bhadreswar, Additional District Sub-Registration Office at Chandannagar, Hooghly, presently within Ward No. 1 (formerly Ward. No. 20) of Bhadreswar Municipality **AND SECONDLY ALL THAT** the piece and parcel of Bagan (Garden) land admeasuring 0.133 (zero point one three three) Acres, more or less, in J.L. No.9, R.S. Khatian No.454, L.R. Khatian No.154, Hal L.R. Khatian No.3780, in Mouza - Mankundu, R.S. Dag No.1150, L.R. Dag No.959, Police Station - Bhadreswar, District Sub-Registration Office at Chandannagar, District – Hooghly, presently within Ward No. 1 (formerly Ward. No. 20) of Bhadreswar Municipality, hereinafter collectively referred to as “the **SAID LAND OF UPENDRANATH GHOSH**”;

Sale by Upendranath Ghosh:

RR. By a Bengali Kobala (Deed of Sale) dated 3rd October, 2008 made between the said Upendranath Ghosh, therein referred to as the Vendor of the One Part and one Mondal Construction Company Ltd., therein referred to as the Purchaser of the Other Part and registered in the Office of the Additional District Sub- Registrar at Chandannagar, Hooghly, in Book No.I, CD Volume No.5, at Pages from 6169 to 6181, Being No. 02166 for the year 2008, the Vendor therein, for the consideration therein mentioned, sold, transferred and conveyed in favour of the Purchaser therein, the Said Land Of Upendranath Ghosh, free from all encumbrances of any nature whatsoever;

Sale by Gopinath Ghosh:

SS. By a Deed of Sale dated 31st May, 2010, made between the said Gopinath Ghosh, therein referred to as the Vendor of the One Part and the said Mondal Construction Company Ltd., therein referred to as the Purchaser of the Other Part and registered in the office of the Additional District Sub-Registrar at Chandannagar, Hooghly, in Book No.I, CD Volume No.6, at Pages from 1853 to 1869, Being No.01607 for the year 2010, the Vendor therein, for the consideration therein mentioned, inter alia sold, transferred and conveyed in favour of the Purchaser therein, the Said Land Of Jharu Charan Khan, free from all encumbrances of any nature whatsoever;

Ownership of Mondal Construction Company Ltd.:

TT. In the circumstances the said Mondal Construction Company Ltd., become absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the Said Land Of Upendranath Ghosh and the Said Land Of Jharu Charan Khan;

Sale by Mondal Construction Company Ltd.:

UU. By an Indenture dated 10th February, 2014 made between the said Mondal Construction Company Ltd., therein referred to as the Vendor of the One Part and the Seller Nos. 71 to 76 herein, viz. **(1)** Reachsmart Realtors Private Limited, **(2)** Goldensight Nirman Private Limited, **(3)** Headfirst Nirman Private Limited, **(4)** Unnati Builders Private Limited, **(5)** Unnati Highrise Private Limited and **(6)** Yasoda Enclave Private Limited, thereafter collectively referred to as the Purchasers of the Other Part and registered in the office of the Additional District Sub-Registrar at Chandannagar, in Book No. I, CD Volume No.2, at Pages from 2564 to 2587, Being No.00445 for the year 2014, the Vendor therein, for the consideration therein mentioned, sold, transferred and conveyed in favour of the Purchasers therein the Said Land Of Upendranath Ghosh and a divided and demarcated Eastern Portion of the Said Land Of Jharu Charan Khan being **ALL THAT** the pieces and parcels of Bagan and Doba land admeasuring 0.474 (zero point four seven four) Acres, more or less, in Mouza Mankundu, J.L. No.9, Police Station - Bhadreswar, District Sub Registration Office at Chandannagar, District – Hooghly, presently within Ward No.1 (formerly Ward. No. 20) of Bhadreswar

Municipality, comprised in the following Khatian Nos. and Dag Nos., free from all encumbrances of any nature whatsoever:

R.S. Khatian No.	L.R. Khatian No.	R.S. Dag No.	L.R. Dag No.	Area of Land (in Acre)
458	362 & 3780	1142	952	0.276
458	362 & 3780	1143	952	0.032
454	154	1149	958	0.053
454	154	1150	959	0.133
				0.474

Development Agreement:

- VV. By a Development Agreement dated 23rd September, 2014 and registered on 21st January, 2015 in the Office of the Additional Registrar of Assurance-III, Kolkata, in Book No.I, CD Volume No.1, at Pages 4224 to 4290, being Deed No.00213 for the year 2015, the Sellers jointly appointed the Developer (formerly a partnership firm under the name and style of Aristo Infra Developers) as the exclusive developer of the Said Complex on the Said Premises;

Deed of Gift:

- WW. By a Deed of Gift dated 30th April, 2015, registered in the Office of the Additional Registrar of Assurance-III, Kolkata, in Book No.I, CD Volume No.4, at Pages 2066 to 2100, being Deed No.01188 for the year 2015, the Seller Nos.1 to 76 herein, therein referred to as the Donors, jointly gifted and transferred to the Bhadreswar Municipality **ALL THAT** the pieces and parcels of land admeasuring 0.0765 (zero point zero seven six five) Acres, more or less, in Mouza Mankundu, J.L. No.9, Police Station - Bhadreswar, District Sub Registration Office at Chandannagar, District - Hooghly, presently within Ward No.1 (formerly Ward. No. 20) of Bhadreswar Municipality, comprised in the following Khatian Nos. and Dag Nos., free from all encumbrances of any nature whatsoever:

R.S. Khatian No.	L.R. Khatian No.	R.S. Dag No.	L.R. Dag No.	Area of Land (in Acre)
795	1056/1	1103	900	0.0332
800	213/1 & 1056/1	1098	898	0.0071
795	213/1 & 1056/1	1097/ 1228	898	0.0362
			Total:	0.0765

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

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

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

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

RECEIPT

RECEIVED on the day month and year first above written of and from the withinnamed Allottee the withinmentioned sum of Rs. /- paid as and by way of full consideration in terms of these presents as per Memo below.

Rs. /-

(Rupees only)

MEMO OF CONSIDERATION:

RECEIVED as follows :

(Rupees only)

WITNESSES:

DATED THIS DAY OF, 2018

BETWEEN

.....
... Owners

AND

.....
... Promoter

AND

.....
... Allottee

Draft/-

DEED OF CONVEYANCE

Of

Tower : ; Flat No. : ; Floor :

WITH

..... Garage

AT

.....