

**SALE DEED**

**THIS INDENTURE** executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**BY AND BETWEEN**

**ARCH INFRA PROPERTIES PRIVATE LIMITED** (PAN AAHCA2637H), a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at No.99A, Park Street, 5<sup>th</sup> Floor, P.O. and P.S. Park Street, Kolkata-700 016, represented by its

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- hereinafter referred to as “the **PROMOTER**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office, nominees and assigns) of the **FIRST PART**

**AND**

1. **ALEXY VANIJYA PRIVATE LIMITED** (PAN AAICA7263J), a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at CD-35, Sector-I, Salt Lake City, P.O. and P.S. Bidhannagar, Kolkata-700 064,
2. **AMOGH VINTRADE PRIVATE LIMITED** (PAN AAJCA0217H), a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 40/1/10, Dharmadas Kundu Lane, Shibpur, P.O. and P.S. Shibpur, Howrah-711 102,
3. **ATULYA TRADECOM PRIVATE LIMITED** (PAN AAJCA0216G) a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 242/3, Bidhan Pally, P.O. Kalyani Ward No. 17, P.S. Kalyani, Kalyani-741 250,
4. **CHITRAKOOT MARKETING PRIVATE LIMITED** (PAN AADCC0992R), a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 18, Rabindra Sarani, Poddar Court, Gate No.4, Room Nos.703 & 704, P.O. G.P.O., P.S. Hare Street, Kolkata-700 001,
5. **DUKE APARTMENTS PRIVATE LIMITED** (PAN AAACD9346B), a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 18, Rabindra Sarani, Poddar Court, Gate No. 4, Room Nos. 703 & 704, P.O. G.P.O., P.S. Hare Street, Kolkata-700 001,
6. **HIMACHAL VINTRADE PRIVATE LIMITED** (PAN AACCH5366H), a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 18, Rabindra Sarani, Poddar Court, Gate No.4, Room Nos. 703 & 704, P.O. G.P.O., P.S. Hare Street, Kolkata-700 001,
7. **SNOW WHITE ENTERPRISE PRIVATE LIMITED** (PAN AAHCS2108P), a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 144A, Jamunalal Bajaj Street, P.O. and P.S. Burrabazar, Kolkata-700 007,
8. **SURPATI SALES PRIVATE LIMITED** (PAN AAKCS9503P), a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 18, Rabindra Sarani, Poddar Court, Gate No. 4, Room Nos. 703 & 704, P.O. G.P.O., P.S. Hare Street, Kolkata-700 001,
9. **AYUSH ENTERPRISES PRIVATE LIMITED** (PAN AAECA2180N), a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 18, Rabindra Sarani, Poddar Court, Gate No. 4, Room Nos. 703 & 704, P.O. G.P.O., P.S. Hare Street, Kolkata-700 001,
10. **ACTIVE HIGHRISE PRIVATE LIMITED** (PAN AAHCA8764D), a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 18, Rabindra Sarani, Poddar Court, Gate No. 4, Room Nos. 703 & 704, P.O. G.P.O., P.S. Hare Street, Kolkata-700 001,
11. **KOHINOOR REALTORS PRIVATE LIMITED** (PAN AADCK7263R), a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 18, Rabindra Sarani, Poddar Court, Gate No. 4, Room Nos. 703 & 704, P.O. G.P.O., P.S. Hare Street, Kolkata-700 001,

12. **TRIDENT VANIJYA PRIVATE LIMITED (PAN AADCT6210B)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 37/1, Manik Bose Ghat Street, Jorabagan, P.O. Beadon Street, P.S. Jorabagan, Kolkata-700 006,
13. **TIPTOP SALES PRIVATE LIMITED (PAN AADCT5552G)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 16, Bonefield Lane, 2nd Floor, Room No. 85, P.O. G.P.O., P.S. Bowbazar, Kolkata-700 001,
14. **SYGNUS COMMERCIAL PRIVATE LIMITED (PAN AAOCS6406K)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at CE-80, Sector-I, Salt Lake City, P.O. and P.S. Bidhannagar, Kolkata-700 064
15. **SKIPPER DISTRIBUTERS PRIVATE LIMITED (PAN AAPCS9624J)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 8, Loudon Street, Ground Floor, P.O. and P.S. Shakespere Sarani, Kolkata-700 017,
16. **SIGNATURE COMMOTRADE PRIVATE LIMITED (PAN AAOCS66117M)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 236B, A. J.C. Bose Road, P.O. A.J.C. Bose Road, P.S. Bhawanipur, Kolkata-700 020,
17. **SARAL VINIMAY PRIVATE LIMITED (PAN AAOCS6854P)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at C.L. 184, Salt Lake City, P.O. Salt Lake, P.S. Bidhannagar, Kolkata-700 091,
18. **PLAZMA COMMERCIAL PRIVATE LIMITED (PAN AAGCP0256J)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 22A, Biplabi, PMB Sarani ( Haranthpur Road), Bhadrakali, P.O. and P.S. Uttarpara, Hooghly-712 232,
19. **NIMBUS COMMODEAL PRIVATE LIMITED (PAN AADCN3605P)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 44/1, Raimohan Banerjee Road, P.O. Alambazar, P.S. Baranagar, Kolkata-700 035,
20. **NARAYANI DEALTRADE PRIVATE LIMITED (PAN AADCN3233E)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 99A, Park Street, 5<sup>th</sup> Floor, P.O. and P.S. Park Street, Kolkata-700 016,
21. **LORD APARTMENTS PRIVATE LIMITED (PAN AAA6L4507C)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 32, Dr. Sundari Mohan Avenue, P.O. Entally, P.S. Entally, Kolkata-700 014,
22. **KAVERI INFRA PROPERTIES PRIVATE LIMITED (PAN AAECK0956A)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 132/1, M. G. Road, P.O. and P.S. Burrabazar, Kolkata-700 007,
23. **KAVERI ABASAN PRIVATE LIMITED (PAN AAECK0688H)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 132/1, M. G. Road, P.S. Burrabazar, Kolkata-700 007,
24. **INTIMATE DEALCOM PRIVATE LIMITED (PAN AACCI5241E)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 167, Rabindra Sarani, P.O. and P.S. Burrabazar, Kolkata-700 007,
25. **EXPRESS DEALTRADE PRIVATE LIMITED (PAN AACCE4852H)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 68/3/3D, Bidhannagar Road, Ultadanga, P.O. and P.S. Bidhannagar, Kolkata-700 067,
26. **DIGVIJAY VINTRADE PRIVATE LIMITED (PAN AADCD4799D)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 99A, Park Street, 5<sup>th</sup> Floor, P.O. and P.S. Park Street, Kolkata-700 016,
27. **DEEPANJAN TIE UP PRIVATE LIMITED (PAN AADCD4926G)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 99A, Park Street, 5<sup>th</sup> Floor, P.O. and P.S. Park Street, Kolkata-700 016,
28. **DAISY APARTMENTS PRIVATE LIMITED (PAN AAACD9473D)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 4A, Narendra Chandra Dutta Sarani, 2<sup>nd</sup> Floor, Unit No. 205, P.O. Burrabazar, P.S. Posta, Kolkata-700 007,
29. **COMPASS SUPPLIERS PRIVATE LIMITED (PAN AECC0298F)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 8, Lowdon Street, Ground Floor, P.O. and P.S. Shakespeare, Kolkata-700 017,

30. **COMBINED TRADECOMM PRIVATE LIMITED (PAN AAEC0319B)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 99A, Park Street, 5<sup>th</sup> Floor, P.O. and P.S. Park Street, Kolkata-700 016,
31. **BROTEX TRADELINKS PRIVATE LIMITED (PAN AAECB2115Q)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 24, Netaji Subhas Road, 1<sup>st</sup> Floor, P.O. G.P.O. and P.S. Hare Street, Kolkata-700 001,
32. **BRIGHTSTAR COMMODEAL PRIVATE LIMITED (PAN AAECB2203R)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 62A/5, J. N. Mukherjee Road, Malipanchghara, P.O. and P.S. Malipanchghara, Howrah-711 106,
33. **BIOSTAR VANIJYA PRIVATE LIMITED (PAN AAECB1431D)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 99A, Park Street, 5<sup>th</sup> Floor, P.O. and P.S. Park Street, Kolkata-700 016,
34. **BIOSTAR SALES PRIVATE LIMITED (PAN AAECB2103L)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 144/A, Jamunalal Bajaj Street, P.O. and P.S. Burrabazar, Kolkata-700 007,
35. **ALPHA DISTRIBUTORS PRIVATE LIMITED (PAN AAICA5971F)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 8/1, Middleton Row, 3<sup>rd</sup> Floor, P.O. and P.S. Shakespeare Sarani, Kolkata-700 017,
36. **ALLWINE VINIMAY PRIVATE LIMITED (PAN AAICA5970E)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 99A, Park Street, 5<sup>th</sup> Floor, P.O. and P.S. Park Street, Kolkata-700 016,
37. **ADARSH COMMODEAL PRIVATE LIMITED (PAN AAICA7421J)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 13, Rowland Road, P.O. and P.S. Ballygunge, Kolkata-700 020,
38. **ABHINAV DISTRIBUTORS PRIVATE LIMITED (PAN AAICA7264R)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 4, Sooter Kin Street, 1<sup>st</sup> Floor, P.O. and P.S. New Market, Kolkata-700 072,
39. **ABHINAV COMMOTRADE PRIVATE LIMITED (PAN AAICA5972G)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 1/1, Camac Street, 3<sup>rd</sup> Floor, Suite No.7, P.O. and P.S. Park Street, Kolkata-700 016,
40. **IMAGINE DEALCOM PRIVATE LIMITED (PAN AACCI3341K)**, a company within the meaning of the Companies Act, 1956, having its registered office and carrying on business at 99A, Park Street, 5<sup>th</sup> Floor, P.O. and P.S. Park Street, Kolkata-700 016,

- all represented by their Constituted Attorney, Arch Infra Properties Private Limited appointed vide Power of Attorney dated 31<sup>st</sup> July 2015 registered with the ARA-III, Kolkata in Book IV Volume No.1903-2015 Pages 27099-27178 Being No.190304378 for the year 2015, hereinafter collectively referred to as “the **OWNERS / LAND OWNERS**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their and each of their respective successors or successors-in-office, nominees and assigns) of the **SECOND PART**

**AND**

- hereinafter referred to as “the **ALLOTTEE**” of the **THIRD PART**:

The Promoter, the Owners and the Allottee shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

**WHEREAS:**

- A. Unless, in these presents, there be something contrary or repugnant to the subject or context, the terms / expressions mentioned in **Annexure "A"** hereto shall have the meaning assigned to them as therein mentioned.
- B. The **Land Owners and the Promoter are jointly** seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owners to the Larger Premises described in **PART-I of the FIRST SCHEDULE**, absolutely and forever. Devolution of title of the Land Owners and the Promoter to the said Larger Premises is set out in the **SIXTH SCHEDULE**.

The **said Premises (as defined in Annexure "A")**, being the divided and demarcated portion of the said Larger Premises containing a land area of **211.73 Cottahs** more or less, is earmarked for the purpose of building the Project (as hereinafter defined).

The **Commercial Portion**, being the remaining divided and demarcated portion of the said Larger Premises on the **northern side** thereof containing a land area of **20.77 Cottahs** more or less is excluded from the purview and ambit of these presents and shall continue to be owned held and possessed by the Promoter and the Land Owners solely exclusively and absolutely with right to use enjoy and develop as the Promoter and the Land Owners may deem fit and proper in their absolute discretion, and **the Allottee shall not have any claim ownership share right title interest whatsoever or howsoever therein nor any claim or demand with regard thereto nor object to development of the same.**

- C. By and in terms of the Development Agreement, the Land Owners irrevocably permitted and granted exclusive right to the Promoter to develop the said Larger Premises by constructing New Buildings thereat for mutual benefit and for the consideration and on the terms and conditions therein contained.
- D. The Promoter has completed the construction of the Project (as hereinafter defined) at the said Premises in accordance with the Plan (as hereinafter defined) sanctioned by the concerned authorities and \_\_\_\_\_ has issued completion certificate vide \_\_\_\_\_ dated \_\_\_\_\_.
- E. By an Agreement for Sale dated \_\_\_\_\_ and **registered** with the \_\_\_\_\_ in \_\_\_\_\_, the Promoter agreed to sell and transfer to the Allottee **All That the said Apartment / Unit** (as hereinafter defined) described in the **SECOND SCHEDULE** for the consideration and on the terms and conditions therein mentioned (hereinafter referred to as "the **Sale Agreement**"), which stands modified and/or superceded by these presents.
- F. The construction of the said Apartment is complete to the full and final satisfaction of the Allottee and the Promoter has delivered possession thereof to the Allottee on \_\_\_\_\_.
- G. The Promoter has duly complied with its obligations contained in the said Sale Agreement and is not in default of its obligations therein, which the Allottee doth hereby confirm, and similarly the Promoter hereby confirms that the Allottee has made full payment of the Total Price to the Promoter.
- H. The Allottee has now requested the Promoter to convey the said Apartment in favour of the Allottee. **The Land Owners have agreed to join in as party to this deed.**
- I. At or before the execution hereof, the Allottee has fully satisfied itself with regard to the following:
- (i) **The rights title and interest of the Land Owners and the Promoter to the said Premises;**
  - (ii) **The rights of the Promoter under the Development Agreements;**
  - (iii) The facts hereinbefore recited and the superceding and overriding effects of this document and the contents hereof over all earlier agreements and understandings made prior hereto.

- (iv) The workmanship and quality of construction of the said Apartment and the Project, including the structural stability of the same.
- (v) The total area comprised in the said Apartment / Unit.
- (vi) The Completion Certificate.
- (vii) The scheme of user and enjoyment of the Common Areas and Installations (particularly the Premises Common Elements and the General Common Elements) as contained in these presents and also in the Sale Agreement and also the fact that different blocks / buildings shall have different completion dates and accordingly all the Common Areas and Installations may not be available for use by the Allottee till all blocks / buildings are completed.
- (viii) The Allottee is aware that there are legal proceedings / Litigation pending, details whereof are mentioned in the Sixth Schedule.
- (ix) The Allottee is aware that certain space may have to be provided to WBSEB for electrical sub-station and accordingly the area of the said Premises may stand reduced to that extent.

**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 hereunder written admit and acknowledge), the Land Owners and the Promoter do and each of them doth hereby grant sell convey transfer release assign and assure (each of them conveying and transferring their respective rights title and interest) unto and to the Allottee **ALL THAT** the said Apartment / Unit described in the **SECOND SCHEDULE TOGETHER WITH** proportionate undivided indivisible impartible share in the Premises Common Elements described in **PART-I of the THIRD SCHEDULE TOGETHER WITH** the right to use and enjoy the Common Areas and Installations in common in the manner herein stated and agreed **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the said Apartment / Unit **TO HAVE AND TO HOLD** the said Apartment / Unit and every part thereof unto and to the use of the Allottee absolutely and forever free from encumbrances **SUBJECT NEVERTHELESS TO** the Allottee's covenants and agreements herein contained and also in the Sale Agreement and on the part of the Allottee to be observed fulfilled and performed **AND ALSO SUBJECT** to the Allottee paying and discharging all municipal and other rates taxes and impositions on the said Apartment / Unit wholly and the Common Expenses proportionately and all other outgoings in connection with the said Apartment / Unit wholly and the said Premises and in particular the Common Areas and Installations.

**II. THE LAND OWNERS AND THE PROMOTER DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE ALLOTTEE** as follows:-

- i) The interest which the Land Owners and the Promoter respectively profess to transfer subsists and that they 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 / Unit 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 / Unit 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 Land Owners or the Promoter.
- iii) The Land Owners and the Promoter shall upon 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 / Unit 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) Till such time the title deeds in connection with the said Premises are not handed over to the Association / Maintenance Company, the Land Owners and the Promoter, as the case may be, unless prevented by fire or some other irresistible force or accident shall upon reasonable request and at the costs of the Allottee produce or cause to be produced to the Allottee such title deeds 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 PROMOTER AND THE LAND OWNERS as follows:

1. The Allottee so as to bind himself to the Promoter and the Land Owners and the other allottees and so that this covenant shall be for the benefit of the Project and other apartments / units therein hereby covenants with the Promoter and the Land Owners and with all the other allottees that the Allottee and all other persons deriving title under him will at all times hereafter observe the terms conditions covenants restrictions set-forth herein and also in the said Sale Agreement, which shall apply mutatis mutandis.

#### 2. MAINTENANCE OF THE SAID PROJECT

The terms conditions covenants restrictions etc., pertaining to use and enjoyment of the Common Areas And Installations of the Project are contained in Annexure "B" hereto and all the Allottees of Apartments / Units shall be bound and obliged to comply with the same.

It is agreed and clarified that the Association of Allottees has already been formed and the same is now in charge of the Common Areas and Installations and the Promoter or the Land Owners shall not be held liable therefor in any manner whatsoever.

3. Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that if at any time, under the provisions of applicable laws, the Common Areas and Installations and/or the land comprised in the said Premises or any part thereof are required and to be transferred to the Association / Maintenance Company etc., then the Promoter and/or the Land Owners, as per their respective entitlements, shall be entitled to do so and the Allottee shall do all acts deeds and things and sign execute and deliver all papers documents etc., as be required therefor and if any stamp duty, registration fee, Legal fees, other expenses, etc., is payable therefor, then the same shall be borne paid and discharged by the Allottees (including the Allottee herein) proportionately and the Promoter and/or the Land Owners shall not be liable therefor in any manner and the Allottee and the other Allottees shall keep the Promoter and the Land Owners fully indemnified with regard thereto;

4. The Allottee shall have no nor shall claim any right whatsoever or howsoever over and in respect of the Commercial Portion, which is excluded from the purview and ambit of this agreement and the Allottee shall have no right title or interest therein **Provided That** in case any of the General Common Elements is situate in the Commercial Portion, then the Allottee shall be entitled to avail of the facilities thereof in the same manner in which the owners and occupiers of Units in the Commercial Portion shall be entitled to the facilities of the others of such General Common Elements.

4. The Allottee shall within 6 (six) months of completion of sale apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of concerned authorities.

5. The Project at the said Premises shall bear the name “**Starwood**” unless changed by the Promoter from time to time in its absolute discretion.

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed these presents at \_\_\_\_\_ in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED ALLOTTEE :** (including joint buyers)

**SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER :**

**SIGNED AND DELIVERED BY THE WITHIN NAMED LAND OWNERS:**

**WITNESSES TO ALL THE ABOVE:**

1. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_
2. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_



**SCHEDULES**

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**PART-I  
(Larger Premises)**

**Firstly All That** the piece or parcel of land, containing an area of 203 Cottahs 11 Chittacks 14 Sq.Ft. more or less situate lying at and comprised in R.S. and L.R. Dag No.140 recorded in R.S. Khatian No.90, L.R. Khatian Nos.1638, 1648, 1660, 1661, 1766, 1767, 1865, 1866, 1867, 1868, 1869, 1870, 1871, 1872, 1873, 1874, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2235, 2236, 1674, 1763, 2390, 2467 and 2473 in Mouza Atghara, J.L.No.10, Chinar Park, P.O. Hatiara, Police Station – Baguiati, Kolkata – 700 157, in the District of North 24-Parganas;

**And Secondly All That** the piece or parcel of land, containing an area of 16 Cottahs 15 Chittacks 8 Sq.Ft. more or less situate lying at and comprised in R.S. and L.R. Dag No.139 recorded in R.S. Khatian No.365, L.R. Khatian Nos.1875, 1876, 1877 and 1878 in Mouza Atghara, J.L.No.10, Chinar Park, P.O. Hatiara, Police Station – Baguiati, Kolkata – 700 157, in the District of North 24-Parganas;

**And Thirdly All That** the piece or parcel of land, containing an area of 1 Cottahs 12 Chittacks 30 Sq.Ft. more or less situate lying at and comprised in R.S. and L.R. Dag No.143 recorded in R.S. Khatian No.306, L.R. Khatian No.2469 in Mouza Atghara, J.L.No.10, Chinar Park, P.O. Hatiara, Police Station – Baguiati, Kolkata – 700 157, in the District of North 24-Parganas;

**And Fourthly All That** the piece or parcel of land, containing an area of 6 Cottahs 7 Chittacks 30 Sq.Ft. more or less situate lying at and comprised in R.S. and L.R. Dag No.144 recorded in R.S. Khatian No.180, L.R. Khatian Nos.2469, 1872 and 2192 in Mouza Atghara, J.L.No.10, Chinar Park, P.O. Hatiara, Police Station – Baguiati, Kolkata – 700 157, in the District of North 24-Parganas;

**And Fifthly All That** the piece or parcel of land, containing an area of 3 Cottahs 9 Chittacks 38 Sq.Ft. more or less situate lying at and comprised in R.S. and L.R. Dag No.534 recorded in R.S. Khatian No.53 in Mouza Teghoria, J.L.No.9, Chinar Park, P.O. Hatiara, Police Station – Baguiati, Kolkata – 700 157, in the District of North 24-Parganas;

- all aggregating to 232 Cottahs 8 Chittacks of land.

**PART-II  
(Residential Portion)**

All That a divided and demarcated portion of the said Larger Premises described in **Part-I of this Schedule** hereinbefore, on its **southern side** containing an area of **211.73 Cottahs** more or less, and delineated in the \_\_\_\_\_ **Plan** annexed hereto duly bordered thereon in “\_\_\_\_\_” borders and butted and bounded in the manner following:-

<b>ON THE NORTH:</b>	
<b>ON THE EAST:</b>	
<b>ON THE SOUTH:</b>	
<b>ON THE WEST:</b>	

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

**PART-III  
(Commercial Portion)**

All That a divided and demarcated portion of the said Larger Premises described in **Part-I of this Schedule** hereinbefore, on its **northern side** containing an area of **20.77 Cottahs** more or less, and

delineated in the \_\_\_\_\_ **Plan** annexed hereto duly bordered thereon in “\_\_\_\_\_” borders and butted and bounded in the manner following:-

**ON THE NORTH:** \_\_\_\_\_;  
**ON THE EAST:** \_\_\_\_\_;  
**ON THE SOUTH:** \_\_\_\_\_;  
**ON THE WEST:** \_\_\_\_\_;

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

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**(said UNIT / APARTMENT)**

All That the **Residential Flat / Apartment** bearing No. \_\_\_\_\_ containing a **Carpet Area** of \_\_\_\_\_ **Square Feet** [**Built-up Area** whereof being \_\_\_\_\_ **Square Feet** (inclusive of the area of the balcony(ies) / verandah(s) being \_\_\_\_\_ **Square Feet**) and **Chargeable / Super Built Up Area** being \_\_\_\_\_ **Square Feet**, which is inclusive of pro rata share in the **Common Areas and Installations**] more or less on the \_\_\_\_\_ side on the \_\_\_\_\_ **floor** of the Tower \_\_\_\_\_ at the said Premises described in the **First Schedule** hereinabove written and shown in the **Plan** annexed hereto, duly bordered thereon in “**Red**”.

WITH Exclusive Right to use the Open Terrace/s adjoining the said Flat / Apartment containing an area of \_\_\_\_\_ **Square Feet**, as shown in the **Plan** annexed hereto, duly bordered thereon in “\_\_\_\_\_”.

WITH the right to park \_\_\_ medium sized motor car(s) (stack parking) at such covered parking space in or portions of the Building, as shown in the **Plan** annexed hereto, duly bordered thereon in “\_\_\_\_\_”.

WITH the right to park \_\_\_ medium sized motor car(s) (stack parking) at such place in the open compound of the said Premises, as shown in the **Plan** annexed hereto, duly bordered thereon in “\_\_\_\_\_”..

The Allottee confirms that the Allottee has not acquired or agreed to acquire any motor car/two wheeler/vehicle parking space or right and as such the Allottee shall not park any motor car or any other vehicle in the said Premises..

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**PART – I**

**(Premises Common Elements)**

- a) Land comprised in the said Premises
- b) Lobbies, common passages and staircases of the Building and common paths in the said Premises.
- c) Children's play area.
- d) Jogging track with Acupressure & cycling track
- e) Decorated Common roof-top with seat out area.
- f) First aid centre.
- g) A.C. lobby with waiting lounge.

- h) Wi - Fi Access in Club Area
- i) Out Door Multipurpose Sports Zone – [ Tennis / Basket Ball Court ]
- j) High tech Close Circuit TV on the ground floor with central security surveillance
- k) Intercom system with Flat / Apartment to Flat / Apartment and Flat / Apartment to main security connectivity.
- l) Round the Clock Security
- m) All the important points duly manned by well trained security personnel / guards
- n) Adequate Visitors & Doctors Car parking facility
- o) State of art fire fighting equipment
- p) 3 Nos. Automatic Lifts of 8 / 10 pax in each Tower with ARD system ( CONE or equivalent make )
- q) Common toilets in ground floor
- r) Facility management office with attached store
- s) Lift pits, chute and machine rooms of the lifts comprised in the Buildings.
- t) Wires and accessories for lighting of Common Areas of the Buildings.
- u) Lifts and lift machinery of the Buildings.
- v) Club having the following facilities:
  - i) Air conditioned Community Hall.
  - ii) Air conditioned fully equipped Gymnasium with steam
  - iii) Toddler's Splash pool and adult pool with changing room [ Male & Fe-male ] and lockers
  - iv) Air conditioned Yoga and Meditation Zone
  - v) Indoor Games Zone - [ Cards Room, Carom , Table Tennis, Snooker, Chess etc]
  - vi) Lounge with Reading options
  - vii) Squash Arena
  - viii) Coffee Shop
  - ix) Virtual Golf
  - x) Creche
  - xi) Games room for table tennis, chess, carom etc.

**PART – II**  
**(General Common Elements)**

- i) Standby generator for Common Areas & Installations;
- ii) (24X7) Generator power load to Units
- iii) 24 Hrs filtered water supply from captive and deep tube wells
- iv) In-house effluent treatment plant for disposal of all wastes generated within the Larger Premises
- v) Common drains, sewers and pipes.
- vi) Common water reservoirs, water tanks and water filtration plant.
- vii) Pumps and motors.
- viii) Such other areas, installations, amenities and facilities as the Promoter may from time to time decide;

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**  
**(Common Expenses)**

1. **Association / Maintenance Company:** Establishment and all other capital and operational expenses of the Association / Maintenance Company.
2. **Common Areas and Installations:** All charges and deposits for supply, operation and maintenance of common areas and installations.
3. **Electricity:** All charges for the electricity consumed for the operation of the common areas, machineries and installations.

4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas & Installations.
5. **Maintenance:** All costs for maintaining, cleaning, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas & Installations of the said Premises, including the exterior or interior (but not inside any Unit) walls of the Buildings, and in particular the top roof (only to the extent of leakage and drainage to the upper floors).
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas & Installations of the said Premises, including lifts, generator, changeover switches, fighting equipments and accessories, CCTV, if any, EPABX if any, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas & Installations of the said Premises, and also the costs of repairing renovating and replacing the same and also including the costs/charges incurred for entering into "Annual Maintenance Contracts" or other periodic maintenance contracts for the same.
7. **Rates and Taxes:** Municipal tax, surcharges, Multistoried Buildings Tax, Water Tax and other levies in respect of the Buildings and/or the said Premises save those separately assessed in respect of any unit.
8. **Insurance:** Insurance premium, if incurred for insurance of the Buildings and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured)
9. **Staff:** The salaries of and all other expenses of the staff to be employed for the Common Purposes, viz. maintenance personnel, administration personnel, manager, accountants, clerks, gardeners, sweepers, liftmen etc., including their perquisites, bonus and other emoluments and benefits.
10. **Reserves:** Creation of funds for replacement, renovation and/or other periodic expenses.
11. **Others:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance In-charge for the common purposes.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

**(Devolution of Title)**

- A. Under and by virtue of 66 several Deeds of Conveyance, the Owners and the Developer herein purchased and became seized and possessed of and/or otherwise well and sufficiently entitled as the joint owners to **ALL THOSE** the various pieces or parcels of land containing an area of 232 Cottahs 8 Chittacks more or less situate lying at and comprised in various Dags, recorded in various Khatians in Mouzas Atghara and Teghoria, in Chinar Park, P.O. Hatiara, Kolkata – 700157 within Bidhannagar Municipal Corporation (formerly under Ward No.9 of Rajarhat Gopalpur Municipality), Police Station Baguiati, in the District of North 24-Parganas, details whereof are mentioned hereunder:

Sl	Parties		Date of Execution	Registration Particulars	Area Conveyed
	Vendor	Purchaser			
1	Vinita Saraf	Abhinav Commotrade Pvt. Ltd.	23.07.2010	ADSR Bidhannagar in Book No.I, CD Volume No.13, Page Nos.723 to 749, Being No.7606 for the year 2010	6 Cottahs (Mouza Atghara, Dag No.140)
2	Shweta Chhawchharia	Abhinav Distributors Pvt. Ltd.	03.09.2010	ADSR Bidhannagar in Book No. I, CD Volume No.15, Page Nos.9498 to 9525 Being No.9277 for the year 2010	7 Chittacks 11 sq.Ft. (Mouza Atghara, Dag No.140)
3	Ravi	Abhinav	31.10.2011	ADSR Bidhannagar in Book No.	1 Cottah 7

Sl	Parties		Date of Execution	Registration Particulars	Area Conveyed
	Vendor	Purchaser			
	Khaitan	Distributors Pvt. Ltd.		I, CD Volume No.20, Page Nos.14307 to 14329 Being No.12423 for the year 2011	Chittacks 10 Sq.ft. (Mouza Atghara, Dag No.140)
4	Nandini Khaitan	Abhinav Distributors Pvt. Ltd.	31.10.2011	ADSR Bidhannagar in Book No. I, CD Volume No.20, Page Nos.14102 to 14124 Being No.12409 for the year 2011	1 Cottah 7 Chittacks 10 Sq.ft. (Mouza Atghara, Dag No.140)
5	Yashvardhan Saraf	Abhinav Distributors Pvt. Ltd.	31.10.2011	ADSR Bidhannagar in Book No. I, CD Volume No.20, Page Nos.13775 to 13796 Being No.12396 for the year 2011	14 Chittacks 38 Sq.ft. (Mouza Atghara, Dag No.140)
6	Estate of Radheshyam Saraf	Abhinav Distributors Pvt. Ltd.	31.10.2011	ADSR Bidhannagar in Book No. I, CD Volume No.20, Page Nos.13968 to 13990 Being No.12400 for the year 2011	2 Chittacks 12 Sq.ft. (Mouza Atghara, Dag No.140)
7	Suman Agarwal	Adarsh Commodeal Pvt. Ltd.	5.5.2011	ADSR Bidhannagar in Book No. I, CD Volume No.11 Page Nos.926 to 949 Being No.5208 for the year 2011	5 Cottahs 9 Chittacks 28 sq.ft. (Mouza Atghara, Dag No.140)
8	Premlata Mody @ Premlata Suryakant Mody	Amogh Vintrade Pvt. Ltd.	13.06.2011	ADSR Bidhannagar in Book No. I, CD Volume No.13, Page Nos.7797 to 7821 Being No.6578 for the year 2011	5 Cottahs 11 Chittacks 13 sq.ft. (Mouza Atghara, Dag No.140)
9	Pradeep Khaitan	Alexy Vanijya Pvt. Ltd.	25.08.2010	ADSR Bidhannagar in Book No. I, CD Volume No.15, Page Nos.2069 to 2090 Being No.8985 for the year 2010	1 Cottah 2 Chittacks 29 sq.ft. (Mouza Atghara, Dag No.140)
10	Shashi Khaitan	Alexy Vanijya Pvt. Ltd.	3.9.2010	ADSR Bidhannagar in Book No. I, CD Volume No.15, Page Nos.9474 to 9497 Being No.9276 for the year 2010	14 Chittacks 40 Sq.ft. (Mouza Atghara, Dag No.140)
11	Daffodil Projects Pvt. Ltd.	Allwine Vinimay Pvt. Ltd.	23.07.2010	ADSR Bidhannagar in Book No. I, CD Volume No.13, Page Nos.780 to 806 Being No.7608 for the year 2010	6 Cottahs (Mouza Atghara, Dag No.140)
12	Radhe Shyam Saraf (HUF)	Alpha Distributors Pvt. Ltd.	23.07.2010	ADSR Bidhannagar in Book No. I, CD Volume No.13, Page Nos.1039 to 1063 Being No.7617 for the year 2010	(1) 4 Cottahs 10 Chittacks 44 Sq.Ft. (Mouza Atghara, Dag No.140), (2) 12 Chittacks (Mouza Teghoria, Dag

Sl	Parties		Date of Execution	Registration Particulars	Area Conveyed
	Vendor	Purchaser			
					No.534)
13	Harshavar dhan Saraf	Arch Infra Properties Pvt. Ltd.	31.10.2011	ADSR Bidhannagar in Book No. I, CD Volume No.20, Page Nos.14037 to 14066 Being No.12406 for the year 2011	5 Cottahs 1 Chittacks 39 Sq.Ft. (Mouza Atghara, Dag No.140)
14	Suryarani Mody @ Suryarani Satyanarayan Mody	Atulya Tradecom Pvt. Ltd.	14.06.2011	ADSR Bidhannagar in Book No. I, CD Volume No.13, Page Nos.8947 to 8971 Being No.6641 for the year 2011	2 Cottahs 1 Chittacks 26.5 Sq.Ft. (Mouza Atghara, Dag No.140)
15	Shashi Khaitan	Biostar Sales Pvt. Ltd.	3.09.2010	ADSR Bidhannagar in Book No. I, CD Volume No.15, Page Nos.9526 to 9549 Being No.9278 for the year 2010	6 Cottahs (Mouza Atghara, Dag No.140)
16	Ravi Newatia	Biostar Vanijya Pvt. Ltd.	23.07.2010	ADSR Bidhannagar in Book No. I, CD Volume No.13, Page Nos.670 to 695 Being No.7604 for the year 2010	4 Cottahs 3 Chittacks 9 Sq.Ft. (Mouza Atghara, Dag No.140)
17	Sanjay Saraf (HUF)	Biostar Vanijya Pvt. Ltd.	23.07.2010	ADSR Bidhannagar in Book No. I, CD Volume No.13, Page Nos.945 to 969 Being No.7614 for the year 2010	8 Chittacks 14 Sq.Ft. (Mouza Atghara, Dag No.140)
18	Rahul Khaitan	Brightstar Commodeal Pvt. Ltd.	31.10.2011	ADSR Bidhannagar in Book No. I, CD Volume No.20, Page Nos.14125 to 14150 Being No.12410 for the year 2011	5 Cottahs 1 Chittack 42 Sq.Ft. (Mouza Atghara, Dag No.140)
19	Pradeep Khaitan	Brotex Tradelinks Pvt. Ltd.	25.08.2010	ADSR Bidhannagar in Book No. I, CD Volume No.15, Page Nos.2167 to 2188 Being No.8995 for the year 2010	6 Cottahs (Mouza Atghara, Dag No.140)
20	Santi Devi Gupta @ Santi Devi Jaiswal	Chitrakoot Marketing Pvt. Ltd.	6.8.2010	ADSR Bidhannagar in Book No. I, CD Volume No.13, Page Nos.11676 to 11697 Being No.8153 for the year 2010	(1) 1 Cottah 8 Chittacks 31 Sq.Ft. (Mouza Atghara, Dag No.140) and (2) 6 Chittacks 32 Sq.Ft. (Mouza Teghoria, Dag No.534)
21	Munia Devi Khaitan	Combined Tradecom Pvt. Ltd.	23.07.2010	ADSR Bidhannagar in Book No. I, CD Volume No.13, Page Nos.970 to 994 Being No.7615 for the year 2010	4 Chittacks 27 Sq.Ft. (Mouza Atghara, Dag No.140)
22	Sanjay Saraf (HUF)	Compass Suppliers Pvt. Ltd.	23.07.2010	ADSR Bidhannagar in Book No. I, CD Volume No.13, Page Nos.920 to 944 Being No.7613 for the year 2010	6 Cottahs (Mouza Atghara, Dag No.140)
23	Ms.Harshit	Daisy	29.01.2009	ADSR Bidhannagar in Book No.	4 Cottahs 21

Sl	Parties		Date of Execution	Registration Particulars	Area Conveyed
	Vendor	Purchaser			
	a Chhawchharia	Apartments Pvt. Ltd.		I, CD Volume No.1, Page Nos.15545 to 15560 Being No.729 for the year 2009	Sq.Ft. (Mouza Atghara, Dag No.140)
24	Munia Devi Khaitan	Deepanjan Tieup Pvt. Ltd.	23.07.2010	ADSR Bidhannagar in Book No. I, CD Volume No.13, Page Nos.807 to 831 Being No.7609 for the year 2010	6 Cottahs (Mouza Atghara, Dag No.140)
25	Vinita Saraf	Digvijay Vintrade Pvt. Ltd.	23.07.2010	ADSR Bidhannagar in Book No. I, CD Volume No.13, Page Nos.696 to 722 Being No.7605 for the year 2010	4 Chittacks 35.5 Sq.Ft. (Mouza Atghara, Dag No.140)
26	Daffodil Projects Pvt. Ltd.	Digvijay Vintrade Pvt. Ltd.	23.07.2010	ADSR Bidhannagar in Book No. I, CD Volume No.13, Page Nos.869 to 895 Being No.7611 for the year 2011	13 Chittacks 33 Sq.Ft. (Mouza Atghara, Dag No.140)
27	Pramod Jain	Digvijay Vintrade Pvt. Ltd. & Narayani Deal Trade Pvt. Ltd.	2.07.2010	ADSR Bidhannagar in Book No. I, CD Volume No.12, Page Nos.2545 to 2568 Being No.6929 for the year 2010	6 Cottahs 2 Chittacks 12 Sq.Ft. (Mouza Atghara, Dag No.140)
28	Ms.Harshita Chhawchharia	Duke Apartments Pvt. Ltd.	13.05.2008	ADSR Bidhannagar in Book No. I, CD Volume No.6, Page Nos.7517 to 7531 Being No.6134 for the year 2008	2 Cottahs 13 Chittacks 22 Sq.Ft. (Mouza Atghara, Dag No.140)
29	Manoj Chhawchharia	Duke Apartments Pvt. Ltd.	7.04.2008	ADSR Bidhannagar in Book No. I, CD Volume No.5, Page Nos.473 to 487 Being No.4643 for the year 2008	4 Cottahs 4 Chittacks 34 Sq.Ft. (Mouza Atghara, Dag No.140)
30	Rajendra Newatia	Express Deal Trade Pvt. Ltd.	5.5.2011	ADSR Bidhannagar in Book No. I, CD Volume No.11, Page Nos.1040 to 1063 Being No.5213 for the year 2011	2 Chittacks 12 Sq.Ft. (Mouza Atghara, Dag No.140)
31	Ritesh Newatia	Express Deal Trade Pvt. Ltd.	5.5.2011	ADSR Bidhannagar in Book No. I, CD Volume No.11, Page Nos.950 to 974 Being No.5209 for the year 2011	2 Cottahs 5 Chittacks 26 Sq.Ft. (Mouza Atghara, Dag No.140)
32	Yashvardhan Saraf	Himachal Vintrade Pvt. Ltd.	31.10.2011	ADSR Bidhannagar in Book No. I, CD Volume No.20, Page Nos.13846 to 13869 Being No.12401 for the year 2011	6 Cottahs (Mouza Atghara, Dag No.140)
33	Saroj Devi Newatia	Imagine Dealcom Pvt. Ltd.	23.07.2010	ADSR Bidhannagar in Book No. I, CD Volume No.13, Page Nos.896 to 919 Being No.7612 for the year 2010	5 Cottahs 12 Chittacks 01 Sq.Ft. (Mouza Atghara, Dag No.140)
34	Ravi Khaitan	Intimate Dealcom Pvt.	31.10.2011	ADSR Bidhannagar in Book No. I, CD Volume No.20, Page	6 Cottahs (Mouza

Sl	Parties		Date of Execution	Registration Particulars	Area Conveyed
	Vendor	Purchaser			
		Ltd.		Nos.13991 to 14013 Being No.12404 for the year 2011	Atghara, Dag No.140)
35	Estate of Sita Devi Saraf	Kaveri Abasan Pvt. Ltd.	31.10.2011	ADSR Bidhannagar in Book No. I, CD Volume No.20, Page Nos.14330 to 14349 Being No.12425 for the year 2011	6 Cottahs (Mouza Atghara, Dag No.140)
36	Estate of Radheshyam Saraf	Kaveri Infra Properties Pvt. Ltd.	31.10.2011	ADSR Bidhannagar in Book No. I, CD Volume No.20, Page Nos.14233 to 14255 Being No.12418 for the year 2011	6 Cottahs (Mouza Atghara, Dag No.140)
37	Anju Chhawchharia	Lord Apartments Pvt. Ltd.	15.10.2008	ADSR Bidhannagar in Book No. I, CD Volume No.12, Page Nos.3227 to 3244 Being No.12573 for the year 2008	1 Cottahs 13 Chittacks (Mouza Atghara, Dag No.140)
38	Manoj Chhawchharia	Lord Apartments Pvt. Ltd.	15.10.2008	ADSR Bidhannagar in Book No. I, CD Volume No.12, Page Nos.3261 to 3276 Being No.12575 for the year 2008	4 Cottahs 13 Chittacks 27 Sq.Ft. (Mouza Atghara, Dag No.140)
39	Sanjay Saraf	Nimbus Commodeal Pvt. Ltd.	31.10.2011	ADSR Bidhannagar in Book No. I, CD Volume No.20, Page Nos.13647 to 13672 Being No.12385 for the year 2011	8 Chittacks 19 Sq.Ft. (Mouza Atghara, Dag No.140)
40	Estate of Sita Devi Saraf	Nimbus Commodeal Pvt. Ltd.	31.10.2011	ADSR Bidhannagar in Book No. I, CD Volume No.20, Page Nos.13799 to 13818 Being No.12397 for the year 2011	1 Cottahs 4 Chittacks 40 Sq.Ft. (Mouza Atghara, Dag No.140)
41	Nandini Khaitan	Plazma Commercial Pvt. Ltd.	31.10.2011	ADSR Bidhannagar in Book No. I, CD Volume No.20, Page Nos.14014 to 14036 Being No.12405 for the year 2011	6 Cottahs (Mouza Atghara, Dag No.140)
42	Urmila Devi Chhawchharia	(1) Skipper Distributors Pvt. Ltd. and (2) Arch Infra Properties Pvt. Ltd.	22.07.2013	ADSR Rajarhat in Book No. I, CD Volume No.13, Page Nos.6248 to 6272 Being No.8947 for the year 2013	6 Cottahs (Skipper) and 2 Chittacks 12 Sq.Ft. (Arch) (Mouza Atghara, Dag No.140)
43	Arun Kumar Agarwal	Saral Vinimay Pvt. Ltd.	5.5.2011	ADSR Bidhannagar in Book No. I, CD Volume No.11, Page Nos.989 to 1015 Being No.5211 for the year 2011	(1) 5 Cottahs 11 Chittacks 39 Sq.Ft. (Mouza Atghara, Dag 140); (2) 2 Chittacks (Mouza Teghoria, Dag No.534)
44	Shweta	Signature	3.9.2010	ADSR Bidhannagar in Book No.	6 Cottahs



Sl	Parties		Date of Execution	Registration Particulars	Area Conveyed
	Vendor	Purchaser			
	Chhawchh aria	Commotrade Pvt. Ltd.		I, CD Volume No.15, Page Nos.9369 to 9396 Being No.9272 for the year 2010	(Mouza Atghara, Dag No.140)
45	Draupadi Devi Chhawchh aria	Snow White Enterprises Pvt. Ltd.	7.4.2008	ADSR Bidhannagar in Book No. I, CD Volume No.5, Page Nos.458 to 472 Being No.4642 for the year 2008	5 Cottahs 13 Chittacks 30 Sq.Ft. (Mouza Atghara, Dag No.140)
46	Anju Chhawchh aria	Snow White Enterprises Pvt. Ltd.	19.06.2008	ADSR Bidhannagar in Book No. I, CD Volume No.8, Page Nos.685 to 701 Being No.7973 for the year 2008	1 Cottah 9 Chittacks 27 Sq.Ft. (Mouza Atghara, Dag No.140)
47	Rajendra Newatia	Sygnus Commercial Pvt. Ltd.	5.5.2011	ADSR Bidhannagar in Book No. I, CD Volume No.11, Page Nos.1016 to 1039 Being No.05212 for the year 2011	6 Cottahs (Mouza Atghara, Dag No.140)
48	Shanti Lal Jain	Tiptop Sales Pvt. Ltd.	25.08.2010	ADSR Bidhannagar in Book No. I, CD Volume No.15, Page Nos.3295 to 3318 Being No.08988 for the year 2010	5 Cottahs 13 Chittacks 38 Sq.Ft. (Mouza Atghara, Dag No.140)
49	Sanjay Saraf	Trident Vanijya Pvt. Ltd.	31.10.2011	ADSR Bidhannagar in Book No. I, CD Volume No.20, Page Nos.14271 to 14296 Being No.12412 for the year 2011	6 Cottahs (Mouza Atghara, Dag No.140)
50	Binod Kumar Jain	Abhinav Distributors Pvt. Ltd.	11.07.2014	ADSR Rajarhat in Book No. I, CD Volume No.12, Page Nos.12013 to 12028 Being No.7900 for the year 2014	1 Cottah 6 Chittacks 15 Sq.Ft. (Mouza Atghara, Dag No.140)
51	Rajnish Jain	(1) Express Deal Trade Pvt. Ltd. & (2) Chitrakoot Marketing Pvt. Ltd.	11.07.2014	ADSR Rajarhat in Book No. I, CD Volume No.12 Page Nos.11612 to 11628 Being No.7901 for the year 2014	(1) 1 Cottah 2 Chittacks 32 Sq.Ft. (Express) & (2) 4 Cottahs (Chitrakoot)(Mouza Atghara, Dag No.140)
52	Manoharlal Jain	(1) Atulya Tradecom Pvt. Ltd., (2) Nimbus Commodeal Pvt. Ltd. and (3) Combined Tradecomm Pvt. Ltd.	16.07.2014	ADSR Rajarhat in Book No. I, CD Volume No.13, Page Nos.1569 to 1589 Being No.8060 for the year 2014	(1) 3 Cottahs (Atulya), (2) 1 Cottah 12 Chittacks (Nimbus) and (3) 1 Cottah 6 Chittacks 12 Sq.Ft. (Combined) (Mouza Atghara, Dag No.140)
53	Arvind Jain	(1) Alpha	22.07.2014	ADSR Rajarhat in Book No. I,	(1) 9 Chittacks

Sl	Parties		Date of Execution	Registration Particulars	Area Conveyed
	Vendor	Purchaser			
		Distributors Pvt. Ltd., (2) Alexy Vanijya Pvt. Ltd. and (3) Brightstar Commodeal Pvt. Ltd.		CD Volume No.13, Page Nos.5772 to 5792 Being No.8258 for the year 2014	14 Sq.Ft. (Alpha), (2) 3 Cottahs 12 Chittacks (Alexy) and (3) 13 Chittacks 34 Sq.Ft. (Brightstar) (Mouza Atghara, Dag No.140)
54	(1) Mala Dutta (2) Sarmishtha Kolay, (3) Papia Ghosh and (4) Gopa Kundu	(1) Kohinoor Relators Pvt. Ltd., (2) Active Highrise Pvt. Ltd. and (3) Ayush Enterprise Pvt. Ltd.	05.03.2010	ADSR Bidhannagar in Book No. I, CD Volume No.4, Page Nos.4963 to 4985 Being No.2255 for the year 2010	2.80 Decimals (Mouza Atghara, Dag No.139)
55	Kalpana Das	(1) Kohinoor Relators Pvt. Ltd., (2) Active Highrise Pvt. Ltd. and (3) Ayush Enterprise Pvt. Ltd.	21.12.2010	ADSR Bidhannagar in Book No. I, CD Volume No.20, Page Nos.67 to 87, Being No.12688 for the year 2010	2.80 Decimals (Mouza Atghara, Dag No.139)
56	Binapani Karmakar	(1) Kohinoor Relators Pvt. Ltd., (2) Active Highrise Pvt. Ltd. and (3) Ayush Enterprise Pvt. Ltd.	28.05.2010	ADSR Bidhannagar in Book No. I, CD Volume No.9, Page Nos.3174 to 3194, Being No.5615 for the year 2010	2.80 Decimals (Mouza Atghara, Dag No.139)
57	(1) Parul Dutta, (2) Swapna Bose and (3) Ratna Chandra	(1) Kohinoor Relators Pvt. Ltd., (2) Active Highrise Pvt. Ltd. and (3) Ayush Enterprise Pvt. Ltd.	08.03.2010	ADSR Bidhannagar in Book No. I, Being No.2305 for the year 2010	2.80 Decimals (Mouza Atghara, Dag No.139)
58	(1) Ajit Kumar Dutta, (2) Ganesh Chandra Dutta and (3) Kamal Krishna Dutta	(1) Kohinoor Relators Pvt. Ltd., (2) Active Highrise Pvt. Ltd. and (3) Ayush Enterprise Pvt. Ltd.	19.05.2010	ADSR Bidhannagar in Book No. I, CD Volume No.8, Page Nos.8889 to 8908, Being No.5163 for the year 2010	8.40 Decimals (Mouza Atghara, Dag No.139)
59	Mallika	(1) Kohinoor	23.03.2010	ADSR Bidhannagar in Book No.	2.80 Decimals

Sl	Parties		Date of Execution	Registration Particulars	Area Conveyed
	Vendor	Purchaser			
	Dutta	Relators Pvt. Ltd., (2) Active Highrise Pvt. Ltd. and (3) Ayush Enterprise Pvt. Ltd.		I, CD Volume No.5, Page Nos.6063 to 6085, Being No.2962 for the year 2010	(Mouza Atghara, Dag No.139)
60	Sandhya Das	(1) Kohinoor Relators Pvt. Ltd., (2) Active Highrise Pvt. Ltd. and (3) Ayush Enterprise Pvt. Ltd.	18.05.2010	ADSR Bidhannagar in Book No. I, CD Volume No.8, Page Nos.7938 to 7958, Being No.5116 for the year 2010	2.80 Decimals (Mouza Atghara, Dag No.139)
61	Naresh Chandra Saha	Narayani Dealtrade Pvt. Ltd.	07.04.2012	A.R.A. II, Kolkata in Book No. I, CD Volume No.19, Page Nos.5298 to 5318, Being No.4805 for the year 2012	2 Cottahs (Mouza Atghara, Dag No.144)
62	Harshavar dhan Saraf	Nimbus Commodeal Pvt. Ltd.	31.10.2011	ADSR Bidhannagar in Book No. I, CD Volume No.20, Page Nos.14163 to 14191, Being No.12411 for the year 2011	2 Cottahs 5 Chittacks 6 Sq.Ft. (Mouza Teghoria, Dag No.534)
63	Ranjit Kumar Dutta	Surpati Sales Pvt. Ltd.	27.01.2010	ADSR Bidhannagar in Book No. I, CD Volume No.2, Page Nos.1804 to 1822, Being No.00755 for the year 2010	2.80 Decimals (Mouza Atghara, Dag No.139)
64	Naresh Chandra Saha	Combined Tradecomm Pvt. Ltd.	07.04.2012	A.R.A.II, Kolkata in Book No. I, CD Volume No.19, Page Nos.5277 to 5297, Being No.4804 for the year 2012	2 Cottahs 7 Chittacks (Mouza Atghara, Dag No.144)
65	Sukumar Chakraborty	Combined Tradecomm Pvt. Ltd.	08.12.2011	ADSR Bidhannagar in Book No. I, CD Volume No.22, Page Nos.10626 to 10646, Being No.13759 for the year 2011	1 Cottah 12 Chittacks 30 Sq.Ft. (Mouza Atghara, Dag No.143)
66	Naresh Chandra Saha	Express Deal Trade Pvt. Ltd.	07.04.2012	A.R.A.II, Kolkata in Book No. I, CD Volume No.19, Page Nos.5319 to 5338, Being No.4806 for the year 2012	2 Cottahs (Mouza Atghara, Dag No.144)

B. That in the events aforesaid, the following companies became the full and absolute owners of the said Property in the following manner:

Sl. No.	Name of the Present Owner	Area Owned
1	Abhinav Commotrade Pvt. Ltd.	6 Cottahs (Mouza Atghara, Dag No.140)
2	Abhinav Distributors Pvt. Ltd.	5 Cottahs 13 Chittacks 6 Sq.Ft. (Mouza Atghara, Dag No.140)

3	Adarsh Commoddeal Pvt. Ltd.	5 Cottahs 9 Chittacks 28 Sq.Ft. (Mouza Atghara, Dag No.140)
4	Amogh Vintrade Pvt. Ltd.	5 Cottahs 11 Chittacks 13 Sq.Ft. (Mouza Atghara, Dag No.140)
5	Alexy Vanijya Pvt. Ltd.	5 Cottahs 13 Chittacks 24 Sq.Ft. (Mouza Atghara, Dag No.140)
6	Allwine Vinimay Pvt. Ltd.	6 Cottahs (Mouza Atghara, Dag No.140)
7	Alpha Distributors Pvt. Ltd.	6 Cottahs 13 Sq.Ft. (out of which 5 Cottahs 4 Chittacks 13 Sq.Ft. in Mouza Atghara, Dag No.140 and 12 Chittacks in Mouza Teghoria, Dag No.534)
8	Arch Infra Properties Pvt. Ltd.	5 Cottahs 4 Chittacks 6 Sq.Ft. (Mouza Atghara, Dag No.140)
9	Atulya Tradecom Pvt. Ltd.	5 Cottahs 1 Chittacks 26.5 Sq.Ft. (Mouza Atghara, Dag No.140)
10	Biostar Sales Pvt. Ltd.	6 Cottahs (Mouza Atghara, Dag No.140)
11	Biostar Vanijya Pvt. Ltd.	4 Cottahs 11 Chittacks 23 Sq.Ft. (Mouza Atghara, Dag No.140)
12	Brightstar Commoddeal Pvt. Ltd.	5 Cottahs 15 Chittacks 31 Sq.Ft. (Mouza Atghara, Dag No.140)
13	Brotex Tradelinks Pvt. Ltd.	6 Cottahs (Mouza Atghara, Dag No.140)
14	Chitrakoot Marketing Pvt. Ltd.	5 Cottahs 15 Chittacks 18 Sq.Ft. (out of which 5 Cottahs 8 Chittacks 31 Sq.Ft. in Mouza Atghara, Dag No.140 and 6 Chittacks 32 Sq.Ft. in Mouza Teghoria, Dag No.534)
15	Combined Tradecomm Pvt. Ltd.	5 Cottahs 14 Chittacks 24 Sq.Ft. (Mouza Atghara, Dag Nos.140, 143 and 144)
16	Compass Suppliers Pvt. Ltd.	6 Cottahs (Mouza Atghara, Dag No.140)
17	Daisy Apartments Pvt. Ltd.	4 Cottahs 21 Sq.Ft. (Mouza Atghara, Dag No.140)
18	Deepanjan Tieup Pvt. Ltd.	6 Cottahs (Mouza Atghara, Dag No.140)
19	Digvijay Vintrade Pvt. Ltd.	4 Cottahs 3 Chittacks 29.5 Sq.Ft. (Mouza Atghara, Dag No.140)
20	Duke Apartments Pvt. Ltd.	7 Cottahs 2 Chittacks 11 Sq.Ft. (Mouza Atghara, Dag No.140)
21	Express Deal Trade Pvt. Ltd.	5 Cottahs 10 Chittacks 25 Sq.Ft. (Mouza Atghara, Dag Nos.140 and 144)
22	Himachal Vintrade Pvt. Ltd.	6 Cottahs (Mouza Atghara, Dag No.140)
23	Imagine Dealcom Pvt. Ltd.	5 Cottahs 12 Chittacks 1 Sq.Ft. (Mouza Atghara, Dag No.140)
24	Intimate Dealcom Pvt. Ltd.	6 Cottahs (Mouza Atghara, Dag No.140)
25	Kaveri Abasan Pvt. Ltd.	6 Cottahs (Mouza Atghara, Dag No.140)
26	Kaveri Infra Properties Pvt. Ltd.	6 Cottahs (Mouza Atghara, Dag No.140)
27	Lord Apartments Pvt. Ltd.	6 Cottahs 10 Chittacks 27 Sq.Ft. (Mouza Atghara, Dag No.140)
28	Nimbus Commoddeal Pvt. Ltd.	5 Cottahs 14 Chittacks 20 Sq.Ft. (out of which 3 Cottahs 9 Chittacks 14 Sq.Ft. in Mouza Atghara, Dag No.140 and 2 Cottahs 5 Chittacks 6 Sq.Ft. in Mouza Teghoria, Dag No.534)
29	Plazma Commercial Pvt. Ltd.	6 Cottahs (Mouza Atghara, Dag No.140)
30	Skipper Distributors Pvt. Ltd.	6 Cottahs (Mouza Atghara, Dag No.140)

31	Saral Vinimay Pvt. Ltd.	5 Cottahs 13 Chittacks 39 Sq.Ft. (out of which 5 Cottahs 11 Chittacks 39 Sq.Ft. in Mouza Atghara, Dag No.140 and 2 Chittacks in Mouza Teghoria, Dag No.534)
32	Signature Commotrade Pvt. Ltd.	6 Cottahs (Mouza Atghara, Dag No.140)
33	Snow White Enterprises Pvt. Ltd.	7 Cottahs 7 Chittacks 12 Sq.Ft. (Mouza Atghara, Dag No.140)
34	Sygnus Commercial Pvt. Ltd.	6 Cottahs (Mouza Atghara, Dag No.140)
35	Tiptop Sales Pvt. Ltd.	5 Cottahs 13 Chittacks 38 Sq.Ft. (Mouza Atghara, Dag No.140)
36	Trident Vanijya Pvt. Ltd.	6 Cottahs (Mouza Atghara, Dag No.140)
37	Narayani Deal Trade Pvt. Ltd.	5 Cottahs 1 Chittacks 6 Sq.Ft. (out of which 3 Cottahs 1 Chittacks 6 Sq.Ft. in Dag No.140 and 2 Cottahs in Dag No.144)
38	(1) Kohinoor Relators Pvt. Ltd., (2) Active Highrise Pvt. Ltd. and (3) Ayush Enterprise Pvt. Ltd.	25.2 Decimal
39	Surpati Sales Pvt. Ltd.	2.80 Decimal

**THE SIXTH SCHEDULE ABOVE REFERRED TO:  
(Pending Litigation)**

There is a pending litigation in connection with the the said Property being suit for declaration and permanent injunction filed by the Plaintiff, Ms. Anita Dey and Shyamal Kumar Dey, being T.S. No. 496 of 2015 in the Court of the Learned 1<sup>st</sup> Civil Judge Jr. Div.

Plaintiff also filed an injunction application in the said Suit.

Plaintiff sought for temporary order of injunction to restrain the defendant making any construction upon or beneath the suit property and also from lying any underground high tension line in portion thereof.

By filing such injunction application, Plaintiff has also sought to restrain the defendant from interfering with the alleged enjoyment of the suit roads / paths in common from changing the nature and character thereof.

The application of the plaintiff was rejected by order No. 33 dated on 21.07.2016

The Plaintiff have preferred misc. appeal no. 11502 of 2016 against the said order and the same is pending.

**RECEIPT AND MEMO OF CONSIDERATION**

**RECEIVED** of and from the within named Allottee the within mentioned sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only being the consideration in full payable under these presents to the Promoter by cheques /pay order / demand draft and/or in cash.

**MEMO OF CONSIDERATION:**

## Annexure "A"

Unless, in this agreement, there be something contrary or repugnant to the subject or context:

- i) **ACT** shall mean the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017).
- ii) **RULES** shall mean the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017.
- iii) **REGULATIONS** shall mean the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.
- iv) **SECTION** shall mean a section of the Act.
- va) **LARGER PREMISES** shall mean **All That** the piece or parcel of land, containing an area of **232 Cottahs 8 Chittacks** more or less situate lying at and comprised in various Dags, recorded in various Khatians in Mouzas Atghara and Teghoria, in Chinar Park, P.O. Hatiara, Kolkata – 700157 within Bidhannagar Municipal Corporation (formerly in Ward No.9 of Rajarhat Gopalpur Municipality), Police Station Baguiati, in the District of North 24-Parganas, more fully and particularly mentioned and described in **PART-I** of the **FIRST SCHEDULE**.
- vb) **RESIDENTIAL PORTION / SAID PREMISES** shall mean a divided and demarcated portion of the said Larger Premises on its **Southern side** containing an area of **211.73 Cottahs** more or less, more fully and particularly mentioned and described in **PART-II** of the **FIRST SCHEDULE**, whereat **New Residential Building/s** have been constructed by the Promoter.
- vc) **COMMERCIAL PORTION** shall mean a divided and demarcated portion of the said Larger Premises on its **northern side** containing an area of **20.77 Cottahs** more or less, more fully and particularly mentioned and described in **PART-III** of the **FIRST SCHEDULE**, whereat a **New Commercial Building** is constructed and/or proposed to be constructed by the Promoter. **It is expressly agreed understood and clarified that the Allottee shall have no connection with the Commercial Portion or the development thereof in any manner whatsoever.**
- vi) **PROJECT / BUILDINGS OR BUILDING/S AND/OR NEW BUILDING/S** shall mean the New Buildings proposed constructed by the Promoter at the said Premises **(i.e. the Residential Portion)** containing several Towers and containing several independent and self contained Flats / Apartments, parking spaces and other constructed areas.
- vii) **ALLOTTEES / UNIT-HOLDERS** according to the context shall mean all the buyers/owners who from time to time have purchased or agreed to purchase from the Promoter and taken possession of any Unit in the Said Premises.
- viii) **PREMISES COMMON ELEMENTS** shall mean the common areas installations and facilities in and for the said Premises (i.e. excluding the **Commercial Portion**) mentioned and specified in **PART-I** of the **THIRD SCHEDULE** and expressed by the Promoter for common use and enjoyment of the Allottees (being the Allottees of the **Residential Portion**), to the exclusion of the owners and occupiers of Units in the **Commercial Portion**.

**It is clarified that** the Premises Common Elements shall not include the parking spaces, roofs/terraces at different floor levels attached to any particular Flat / Apartment or

Flats / Apartments, exclusive greens / gardens attached to any particular Flat / Apartment or Flats / Apartments and other open and covered spaces at the Premises and the Buildings which the Promoter may from time to time express or intend not to be so included in the Premises Common Elements and the Promoter shall be entitled to deal with and/or dispose of the same in its absolute discretion, to which the Allottee hereby consents.

- ix) **GENERAL COMMON ELEMENTS** shall mean and include those common areas installations and facilities in and for the Larger Premises (including for the **Commercial Portion**) mentioned and specified in **PART-II** of the **THIRD SCHEDULE** and expressed by the Promoter for common use and enjoyment of the owners and occupiers of Units in both the Residential Portion and Commercial Portion.
- x) **COMMON AREAS AND INSTALLATIONS** shall mean and include both the Premises Common Elements and the General Common Elements.
- xi) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the Common Areas and Installations and rendition of common services in common to the Allottees of the Said Premises (including to the owners and occupiers of Units in the **Commercial Portion** to the extent of the General Common Elements) and all other expenses for the common purposes (including those mentioned in the **FOURTH SCHEDULE**) to be contributed and shared by the Allottees (as also by the owners and occupiers of Units in the **Commercial Portion** to the extent of the General Common Elements).
- xii) **COMMON PURPOSES** shall mean and include the purpose of managing maintaining upkeep and administering the Common Areas and Installations, rendition of services in common to the Unit Holders in the Said Larger Premises for the Common Areas and Installations, collection and disbursement of the common expenses and dealing with all matters of common interest of the Unit Holders and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Installations in common.
- xiii) **UNITS** shall mean the independent and self-contained Flats / Apartments and/or other constructed areas (capable of being independently and exclusively used and enjoyed) in the Buildings at the said Premises and wherever the context so permits or intends shall include the servant's quarter / store room and/or Parking Right/s and/or exclusive right to use of roof/s and/or terrace/s and/or exclusive right to use of gardens / greens and/or other properties benefits and rights, if any, attached to the respective Flats / Apartments.
- xiv) **PARKING SPACES** shall mean covered parking spaces in or portions of the Buildings / Towers at the said Premises and also the open parking spaces in the open compound at the ground level of the said Premises as expressed or intended by the Promoter at its sole discretion for parking of motor cars and other vehicles. Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and clarified that any allotment of parking shall for intents and purposes mean the exclusive right to park motor cars or other vehicles as may be specified, without the allottee having any ownership or title to the space thereof. It is also clarified that in case any parking be a stack car parking (i.e. having access through another parking space or another parking space having access through this parking space), then allottees of both the stack parkings shall allow each other to park his / her / its motor car and for that shall do all acts as be necessary (including to remove / shift his / her motor car from time to time as be required).



- xv) **CARPET AREA** according to the context shall mean the net usable floor area of any Flat / Apartment, excluding the area covered by external walls, areas under service shafts (if any), exclusive balcony or verandah or exclusive open terrace area, but includes the area covered by the internal partition walls of the Flat / Apartment;
- xvi) **BUILT-UP AREA** according to the context shall mean and include the carpet area of any Flat / Apartment and the area of the balconies / verandahs / terraces therein and/or attached thereto and shall include the thickness of the external walls and the columns and pillars **PROVIDED THAT** if any wall or column be common between two Flats / Apartments, then one half of the area under such wall or column or pillar shall be included in the area of each such Flat / Apartment.
- xvii) **CHARGEABLE AREA / SUPER BUILT-UP AREA** according to the context and in relation to a particular Flat / Apartment shall mean and include the Built-Up Area of such Unit **AND** shall include the proportionate share of the areas of the common areas in the Buildings and the Premises, attributable to such Flat / Apartment as shall be determined by the Promoter in its absolute discretion, **it being clarified that in case any Open Terrace be attached to any unit, then one-half of the area of such Open Terrace shall be taken into consideration for arriving at the Chargeable Area of such unit.**
- xviii) **PROPORTIONATE OR PROPORTIONATELY** according to the context shall have the following meaning:

The proportionate share of the Allottee in the General Common Elements and the Premises Common Elements shall be as follows:

- (a) **In the Premises Common Elements:** Proportionate share of the Allottee shall be the proportion in which the Carpet Area of the said Unit may bear to the Carpet Area of all the Units in the said Premises (i.e. **Residential Portion**).
- (b) **In the General Common Elements:** Proportionate share of the Allottee shall be the proportion in which the Carpet Area of the said Unit may bear to the aggregate of (i) the Carpet Area of all the Units in the Residential Portion; and (ii) the Carpet Area comprised in all the Units in the Commercial Portion;

**PROVIDED THAT** where it refers to the share of the Allottee or any Allottee in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit);

- xix) **SAID APARTMENT / UNIT** shall mean the **Residential Flat / Apartment No.** \_\_\_\_\_ on the \_\_\_\_\_ floor of the **Tower** \_\_\_\_\_ of the Buildings to be constructed at the said premises morefully and particularly mentioned and described in the **SECOND SCHEDULE and wherever the context so permits** shall include the attached balconies, verandahs, servant's quarters / store rooms if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and wherever the context so permits** shall include the Allottee's proportionate undivided indivisible variable impartible share in the Common Areas and Installations **and further wherever the context so permits** shall include the right of parking one or more motor car/s in or portion of the parking space, if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive right to use the Open Private Terrace attached to the said Flat / Apartment if so specifically and as expressly mentioned and described in the

withinstated **SECOND SCHEDULE** and further wherever the context so permits shall include the exclusive right to use the green / garden attached to the said Flat / Apartment if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE**.

- xx) **DEVELOPMENT AGREEMENT** shall mean the Development Agreement dated 31<sup>st</sup> July 2015 entered into between the Land Owners and the Promoter and registered in the office of ARA-II, Kolkata in Book I Being No.190208355 for the year 2015;
- xxi) **MAINTENANCE COMPANY / ASSOCIATION** shall mean any Company incorporated under any provisions of the Companies Act, 2013 or any Association or any Syndicate Committee or Registered Society or any other Association of Persons of the Allottees, that may be formed by the Promoter for the common purposes having such rules regulations bye-laws and restrictions as be deemed proper and necessary by the Promoter in its absolute discretion. It is clarified that as of present, the Promoter intends to form Two Maintenance Companies / Associations, one each for the Residential Portion and the Commercial Portion, and the Maintenance Company / Association will be in-charge of the General Common Elements, with obligation to provide facilities thereof to the Commercial Portion subject to the owners and occupiers of the Commercial Portion making payment of proportionate expenses therefor.
- xxii) **MAINTENANCE IN-CHARGE** shall upon formation of the Maintenance Company and its taking over charge of the acts relating to the Common Purposes from the Promoter shall mean the Maintenance Company and till such time the Maintenance Company is formed and takes over charge of the acts relating to the Common Purposes shall mean the Promoter.
- xxiii) **PLAN** shall mean the **final** plan for the time being sanctioned by the Bidhannagar Municipal Corporation vide Building Permit No. 1341/14/15 dated 08/10/15, as revised / modified / revalidated from time to time, for construction of the Buildings at the said Larger Premises and the subsequent Plan bearing No. \_\_\_\_\_ dated \_\_\_\_\_.
- (xxiv) **PENDING LITIGATION** shall mean the legal proceedings referred to in the **Sixth Schedule** and shall include any proceeding arising therefrom or filed in amendment or substitution thereof. The Land Owners / Promoter shall have rights to conduct the Pending Litigation in such manner as the Land Owners / Promoter may deem fit and proper without any restriction, interference or obstruction by the Allottee.
- xxv) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.
- xxvi) Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; Similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**; Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.
- xxviii) The expression **ALLOTTEE** shall be deemed to mean and include:  
 (a) In case the Allottee be an individual or a group of persons, then his or her or their respective heirs legal representatives executors and administrators;

- (b) In case the Allottee be a Hindu Undivided Family, then its members for the time being their respective heirs legal representatives executors and administrators;
- (c) In case the Allottee be a partnership firm or an LLP, then its partners for the time being their respective heirs legal representatives executors administrators;
- (d) In case the Allottee be a company, then its successors or successors-in-office;

**Annexure "B"**

1. **MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT:** As a matter of necessity, the ownership and enjoyment of the units by Allottees shall be consistent with the rights and interest of all the other Allottees and in using and enjoying their respective units and the Common Areas and Installations, each of the Allottees (including the Allottee) shall be bound and obliged:
- (a) to co-operate with the Maintenance In-charge in the management and maintenance of the said Premises and the common purposes;
  - (b) to observe fulfill and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the said Premises and in particular the Common Areas and Installations, and other common purposes, as may be made and/or framed by the Promoter and/or the Maintenance Company, as the case may be;
  - (c) to allow the Maintenance In-charge and their authorised representatives with or without workmen to enter into their units at all reasonable times for want of repairs and maintenance of the Buildings and the common purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in their units within seven days of giving of a notice in writing by the Maintenance In-charge thereabout Provided That in case or emergencies / exigencies, not such notice shall be required to be given;
  - (d) to use their respective Flats / Apartments (and servant's quarter, if any) only for the private dwelling and residence in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc.) whatsoever without the consent in writing of the Promoter first had and obtained, it being expressly agreed that such restriction on the Allottees shall not be applicable to the Promoter nor shall in any way restrict the right of the Promoter to use or permit to be used any unit belonging to the Promoter for non-residential purposes;
  - (e) to use the car parking spaces, if any granted and/or agreed to be granted only for the purpose of parking of medium sized motor cars.
  - (f) not to use the ultimate roof of the Buildings or the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Allottees.
  - (g) to use the Common Areas and Installations only to the extent required for ingress to and egress from their respective units of men and materials and passage of utilities and facilities.
  - (h) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies, landings etc., in the premises free from obstructions or encroachments and in a clean and orderly manner and not to store or allow any one to store any goods articles or things therein or thereat or in any other common areas of the premises.
  - (k) not to claim any right whatsoever or howsoever over any unit or portion in the premises save their units.
  - (l) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Buildings save a letter-box at the place in the ground floor as be expressly approved or provided by the Promoter and decent nameplates outside the main gates of their units. It is hereby expressly made clear that in no event any Allottee shall open out any additional window or any other apparatus protruding outside the exterior of his Flat / Apartment / unit.
  - (m) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the said Premises or may cause any increase in the premia payable in respect thereof.

- (n) not to alter the outer elevation of the Buildings or any part thereof nor decorate the exterior of the Buildings or the premises otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- (o) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof, staircase, lobby, landings, pathways, passages or in any other Common Areas and Installations nor into lavatories, cisterns, water or soil pipes serving the Buildings nor allow or permit any other person to do so.
- (p) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the Buildings.
- (q) To keep their respective units and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in the Buildings in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Buildings and not to do or cause to be done anything in or around their respective units which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective units. In particular and without prejudice to the generality to the foregoing, the Allottees shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (r) not to let out transfer or part with the possession of the parking spaces agreed to be allotted and/or granted to them independent of the Flats / Apartments agreed to be sold to them nor vice versa, with the only exception being that they shall be entitled to let out transfer or part with possession of their parking spaces independent of their Flats / Apartments / commercial spaces to any other owner of Flat / Apartment in the Buildings and none else.
- (s) In case any Open Terrace be attached to any Flat / Apartment, then the same shall be a right appurtenant to such Flat / Apartment and the right of use and enjoyment thereof shall always travel with such Flat / Apartment and the following rules terms conditions and covenants shall be applicable on the Allottee thereof in relation thereto:
  - i) The Allottee thereof shall not be entitled to sell convey transfer or assign such Open Terrace independently (i.e. independent of the Flat / Apartment owned by such Allottee in the said buildings);
  - ii) The Allottee thereof not make construction of any nature whatsoever (be it temporary or permanent) on such Open Terrace nor cover the same in any manner, including *Shamianas* etc.;
  - iii) The Allottee thereof not install a tower or antenna of a mobile phone company or display hoardings or placards.
- (t) In the event any Allottee has been allotted any right of parking motor car or other vehicle within the premises, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
  - (i) The Allottee shall use such Parking Space only for the purpose of parking of its own medium sized motor car and for no other purpose whatsoever and shall not at any time claim ownership title interest or any other right over the same save the right to park one medium sized motor car thereat;
  - (ii) The Allottee shall not be entitled to sell transfer or assign such parking space or his right of parking car at such Parking Space or allow or permit any one to park car or other vehicle at such Parking Space as tenant, lessee, caretaker, licensee or otherwise or part with possession of such Parking Space, independent of his Unit, to any person;
  - (iii) The Allottee shall not make any construction of any nature whatsoever in or around such Parking Space or any part thereof nor cover such parking space by erecting walls / barricades etc. of any nature whatsoever;
  - (iv) The Allottee shall not park nor allow or permit anyone to park motor car or any other vehicle nor shall claim any right of parking motor car or any other vehicle

- in or at the driveways pathways or passages within the said premises or any other portion of the premises save at the allotted Parking Space;
- (v) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Owner and/or the Maintenance Company with regard to the user and maintenance of the parking spaces in the said buildings and the said premises.
  - (vi) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such Parking Space, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter and the Land Owners with regard thereto.
- (u) In the event any Allottee has been allotted any store / servant's quarter, whether jointly with the Flat / Apartment or independently, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
- (i) The Allottee shall use such store / servant's quarter only for the purpose of storage or residence of his servant and for no other purpose whatsoever;
  - (ii) The Allottee shall not be entitled to sell transfer or assign to any person such store / servant's quarter or allow or permit any one to use such store / servant's quarter as tenant, lessee, caretaker, licensee or otherwise or part with possession of such store / servant's quarter, independent of his Unit;
  - (iii) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Maintenance Company with regard to the user and maintenance of the store / servant's quarters.
  - (iv) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such store / servant's quarter and shall indemnify and keep saved harmless and indemnified the Promoter and the Maintenance Company with regard thereto.
- (v) not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral deed or activity in or through their units.
- (w) not to slaughter or kill any animal in any area (including common areas / parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.
- (x) not be entitled to nor permitted to make any structural changes / modifications to their respective units or any part thereof Provided That internal finishing work may be carried out by the Allottees in a lawful manner.
- (y) not make construction of any nature whatsoever (be it temporary or permanent) in or about the balcony / terraces etc., nor cover the same in any manner, including *Shamianas* etc.
- (z) not to cook or prepare or consume any non-vegetarian food in community hall / common areas.
- (aa) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations with regard to user and operation of water, electricity, drainage, sewerage, lifts, tube-well generator and other installations and amenities at the said premises including those under the West Bengal Fire Service Act and rules made thereunder and shall indemnify and keep the Promoter and the Land Owners saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on their part.
- (bb) maintain at their own costs, their respective units in the same good condition state and order in which the same be delivered to them and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act and the rules made thereunder) of the Government, Bidhannagar Municipal Corporation, West Bengal Housing Infrastructure Development Corporation Limited (HIDCO), Kolkata Metropolitan Development Authority, CESC Limited and/or the WBSEB Limited, Fire Brigade, and/or any statutory authority and/or local body with regard to the user and maintenance of their respective units as well as the user

operation and maintenance of the lifts, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the premises and to make such additions and alterations in or about or relating to their respective units and/or the Buildings as be required to be carried out by them, independently or in common with the other Allottees as the case may be without holding the Promoter or the Land Owners in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Promoter and the Land Owners and the Maintenance In-charge and each of them saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on the part of the Allottees.

- (cc) to apply for and obtain at their own costs separate apportionment / assessment and mutation of their respective units, as may be permissible, in the records of the Bidhannagar Municipal Corporation.
- (dd) not to fix or install air conditioners in their respective Flats / Apartments save and except at places where provision has been made by the Promoter installation of the same. In case of and in the event any Allottee installs air conditioner/s at any place other than the places earmarked and/or specified for the same, then and in that event, such Allottee shall be liable to pay to the Promoter penalty charges of a sum equivalent to Rs.\_\_\_\_\_ only per sq. ft., of the Carpet area of such Allottee's Flat / Apartment and shall also forthwith remove the air conditioner/s. Further, before installation, the Allottees shall also get the layout plan of the air conditioner/s to be installed in their respective Flats / Apartments approved by the Promoter and shall further ensure that all water discharged by the split air conditioning units is drained within their respective Flats / Apartments.
- (ee) not to close or permit the closing of verandahs, lounges, balconies, lobbies or the common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the Flat / Apartment which in the opinion of the Promoter or the Maintenance Company differs from the colour scheme of the buildings or deviation of which in the opinion of the Promoter or the Maintenance Company may affect the elevation in respect of the exterior walls of the buildings and if so done by any Allottee, such Allottee shall be liable to pay to the Promoter, liquidated damages assessed @Rs.\_\_\_\_\_ only per sq. ft. of the Carpet area of such Allottee's Flat / Apartment. Such Allottee shall also be liable to reimburse to the Promoter and/or the Maintenance Company, the actual costs, charges and expenses plus 50% (fifty Percent) of such actual costs, charges and expenses, for restoring the concerned Flat / Apartment to its original state and condition, for and on behalf of and as the agent of such Allottee.
- (ff) not to make in the Flat / Apartment / unit any structural addition or alteration and/or cause damage to beams, columns, partition walls etc. and in case of default the defaulting Allottee shall be liable to pay to the Promoter penalty charges of a sum equivalent to Rs.\_\_\_\_\_ only per sq. ft., of the Carpet area of the concerned Flat / Apartment. Such Allottee shall also be liable to reimburse to the Promoter and/or the Maintenance Company, the actual costs, charges and expenses plus 50% (fifty Percent) of such actual costs, charges and expenses, for restoring such damage.
- (gg) to bear and pay and discharge exclusively the following expenses and outgoings:-
  - i) Municipal rates and taxes and water tax, if any, assessed on or in respect of their respective units directly to the Bidhannagar Municipal Corporation  
Provided That so long as their respective units are not assessed separately for the purpose of such rates and taxes, each Allottee shall pay and/or deposit in the Suspense Account of the Bidhannagar Municipal Corporation proportionate

share of all such rates and taxes assessed on the Premises or pay the same to Promoter / Land Owners, as be intimated by the Promoter from time to time;

- ii) All other taxes land revenue impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of their respective units or the Buildings or the said Premises / Larger Premises as a whole and whether demanded from or payable by the Allottees or the Promoter or the Land Owners and the same shall be paid by the Allottees wholly in case the same relates to their respective units and proportionately in case the same relates to the Buildings or the said Premises / said Larger Premises as a whole.
- iii) Electricity charges for electricity consumed in or relating to their respective units and until a separate electric meters are obtained by the Allottees for their respective units, the Promoter and/or the Maintenance In-Charge shall (subject to availability) provide a reasonable quantum of power in their respective units from their own existing sources and the Allottees shall pay electricity charges to the Maintenance In-charge based on the reading shown in the sub-meter provided for their respective units at the rate at which the Maintenance In-charge shall be liable to pay the same to CESC Limited and/or the WBSEB Limited.
- iv) Charges for enjoying and/or availing excess power (i.e. in excess of that agreed under their respective Unit Sale Agreements) from the common Generator installed / to be installed and the same shall be payable to the Maintenance In-charge And also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for their respective units, wholly and if in common with the other Allottees, proportionately to the Promoter or the appropriate authorities as the case may be.
- v) Proportionate share of all Common Expenses (including those mentioned in the **Third Schedule**) payable to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottees shall pay to the Maintenance In-charge, a minimum of maintenance charges calculated @Rs. \_\_\_\_\_ only per square foot per month of the Carpet Area of their respective units. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services.
- vi) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottees in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by CESC Ltd. and/or the WBSEB Limited from its consumers for the delay payment of its bills).
- (hh) to observe such other covenants as be deemed reasonable by the Promoter and/or the Land Owners and/or the Maintenance Company from time to time for the common purposes.
- (ii) not to install any antenna, disc, aerial etc., in their respective Flats / Apartments / units or in any window or balcony thereof and to avail of the cable TV connection only from the service provider with whom the Promoter may finalise for the entire Building.

2. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7<sup>th</sup> day of the month for which the same shall be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Maintenance In-charge. The bills and demands for the amounts payable by the Allottee shall be deemed to have been served upon the Allottee, in case the same is left in the said Unit or in the letterbox earmarked for the said Unit.



3. It is expressly clarified that the maintenance charges do not include costs charges expenses on account of major repairs, replacements, renovations, repainting of the main structure and façade of the Buildings and the Common Areas and Installations etc. and the same shall be shared by and between the Allottee and the other allottees proportionately. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and Installations and any non user or non requirement thereof shall not be nor be claimed to be a ground for non payment or decrease in the liability of payment of the proportionate share of the common expenses by the Allottee.
4. 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 amount payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder, then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance In-charge interest at the rate of 1.5% per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to:
  - (i) disconnect the supply of electricity to the said Unit;
  - (ii) withhold and stop all other utilities and facilities (including lift, generator etc.) to the Allottee and his family members, servants, visitors, guests, tenants, licensees and/or the said Unit;
  - (iii) to demand and directly realise rent and/or other amounts becoming payable to the Allottee by any tenant or licensee or other occupant in respect of the said Unit.
  - (iv) to display the name of the Allottee as a defaulter on the notice board of the Building/s.
- 4.1 It is also agreed and clarified that in case any Allottee (not necessarily being the Allottee herein) fails to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or other amounts and as a result there be disconnection / discontinuity of services etc. (including disconnection of electricity, water etc.), then the Allottee shall not hold the Promoter or the Maintenance In-charge responsible for the same in any manner whatsoever.
5. Inasmuch as the owners and occupiers of Units in the Commercial Portion shall be using and availing of the facilities of the General Common Elements, the Promoter shall make it mandatory for them to pay to the the maintenance charges calculated at the rate \_\_\_\_\_% of the consolidated maintenance charges that shall be payable by the owners and occupiers of Units in the Residential Area (e.g. in case the owners and occupiers of Units in the Residential Portion pay Rs. \_\_\_\_\_ per Square Foot per month of the area comprised in their respective units for both the Premises Common Elements and the General Common Elements, then the owners and occupiers of Units in the Commercial Portion shall pay Re. \_\_\_\_\_ per Square Foot per month of the area comprised in their respective units for the General Common Elements only) and such maintenance charges shall be subject to revision in the same manner as the maintenance charges applicable to the owners and occupiers of Units in the Residential Portion.
- 5.1 The Allottee doth hereby agree and covenant that the Allottee shall not object to or hinder the owners and occupiers of Units in the Commercial Portion in availing and/or being provided the facilities of the General Common Elements in common with the owners and occupiers of Units in the Residential Portion, notwithstanding that all or any of such General Common Elements may be situate in the Residential Portion, subject however to the owners and occupiers of Units in the Commercial Portion making payment of the maintenance charges to the extent as aforesaid.

