

THIS INDENTURE made on this _____ day of _____ 20_____

BETWEEN

1) BENCHMARK DEVELOPERS, having **PANAAQFB1774L**, a partnership firm, carrying its business at Martin Burn Business Park, Office No. 705, 7th floor, Plot No. 3, Block-BP, Sector V, Salt Lake City, Post Office- Sector V, Police Station -Bidhannagar Electronics Complex, District North 24 Parganas Kolkata -700 091 (formerly at BA-152, Salt Lake, Sector-1 Kolkata 700 064), represented by its designated partner **SANTOSH KUMAR JAISWAL**, having **PAN ACSPJ6607N**, having **AADHAR 4978-7590-5631**, Mobile Number **9831076248**, son of Chhotelal Jaiswal, by occupation- Business, residing at Prasad Exotica, Block VI, Flat No. 6A, 71/3 Canal Circular Road, Post Office and Police Station Phoolbagan, Kolkata 700 054, **2) MD MONIRUL MOLLAH**, having **PAN AIEPM6491K**, **AADHAR 3501-3045-1559**, son of ShahAlamMollah, by occupation- Service, residing at FD-451-C/3, Salt Lake City, Post Office Bidhannagar, Police Station Bidhannagar (South), Kolkata – 700 106, and **3) MD JAFAR ALI MONDAL**, having **PAN ANFPM9010J**, **AADHAR 9427-9342-9652**, son of Kabil Mondal, by occupation- Service, residing at Malaypur (Mushlimpara) Dumurgram, Post Office- and Police Station- Murarai, Birbhum (Eastern Railway), Pin Code- 731 219 and also at 42/23, Bediadanga 2nd Lane, Post Office and Police Station- Kasba, Kolkata– 700 039, hereinafter jointly referred to as the **OWNERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include; in case of Partnership Firm- its the present partners, namely, 1) MADHURI NIRMAN PRIVATE LIMITED, having PAN AAHCM9539J, CIN U70109WB2011PTC164192, 2) AMRITA REALTY PRIVATE LIMITED, having PAN AAKCA5874B, CIN U70109WB2011PTC164099, 3) AMRITA CHAMBERS PRIVATE LIMITED, having PAN AALCA1760F, CIN U70109WB2012PTC185837,4) SANTOSH TOWER PRIVATE LIMITED, having PAN AARCS5325G, CIN U70109WB2011PTC164195, 5) BENCHMARK DEVELOPERS PRIVATE LIMITED, having PAN _____, CIN _____ 6) GREENERY SQUARE PRIVATE LIMITED, having PAN AAGCG5245C, CIN U70109WB2016PTC217438, 7) GREENERY STRUCTURE PRIVATE LIMITED, having PAN AAGCG5246B, CIN U70103WB2016PTC217489, 8) GREENERY ELEVATION PRIVATE LIMITED, having PAN AAGCG5248R, CIN U70103WB2016PTC217488, 9) GREENERY PLAZA PRIVATE LIMITED, having PAN AAGCG5247A, CIN _____

For BENCHMARK DEVELOPERS


Authorized Signatory/Partner

U70109WB2016PTC217487, all companies incorporated under the Companies Act, 1956, having their registered office at BA-152, Salt Lake, Sector-1, Post Office Bidhannagar, Police Station Bidhannagar (North), Kolkata 700 064 and 10) SANTOSH KUMAR JAISWAL, having PAN ACSPJ6607N, son of Chhotelal Jaiswal, by occupation- Business, residing at Prasad Exotica, Block VI, Flat No. 6A, 71/3 Canal Circular Road, Post Office and Police Station Phoolbagan, Kolkata 700 054 and/or those who may be taken in and/or admitted as partner and/or partners of the said partnership and their and/or each of their respective heirs, legal representatives, executors, administrators, successor, successors-in-interest and assigns; and in case of Individuals- their respective heirs, executors, administrators, legal representatives and assigns) of the

FIRST PART:

AND

The said **BENCHMARK DEVELOPERS**, having **PANAAQFB1774L**, a partnership firm, carrying its business at Martin Burn Business Park, Office No. 705, 7th floor, Plot No. 3, Block-BP, Sector V, Salt Lake City, Post Office- Sector V, Police Station -Bidhannagar Electronics Complex, District North 24 Parganas Kolkata -700 091 (formerly at BA-152, Salt Lake, Sector-1 Kolkata 700 064), represented by its designated partner **SANTOSH KUMAR JAISWAL**, having **PAN ACSPJ6607N**, Mobile Number **9831076248**, son of Chhotelal Jaiswal, by occupation- Business, residing at Prasad Exotica, Block VI, Flat No. 6A, 71/3 Canal Circular Road, Post Office and Police Station Phoolbagan, Kolkata 700 054, hereinafter referred to as **PROMOTER**(which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include it's the present partner and/or partners and/or those who may be taken in and/or admitted as partner and/or partners of the said partnership and their and/or each of their respective heirs, legal representatives, executors, administrators, successor, successors-in-interest, as the case may be, and assigns) of the **SECOND PART:**

AND

[If the Allottee is an individual]

(1) _____, Aadhaar No. _____, having PAN _____, son of _____, aged about _____ years, residing at _____, Police Station _____, Post Office _____, Pin Code _____, and (2) _____, Aadhaar No. _____, having PAN _____, daughter of _____, aged about _____ years, residing at _____

_____, Police Station _____, Pin Code _____, hereinafter jointly referred to as the **ALLOTTEE(S)** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**;

[If the Allottee is a company]

_____, (CIN No. _____) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013, as the case may be], having its registered office at [_____] (PAN [_____]), represented by its authorized signatory _____, (Aadhaar No. [_____]) duly authorized vide board resolution dated [_____] , hereinafter referred to as the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns), of the **THIRD PART**.

[If the Allottee is a Partnership]

[_____] , a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at [_____] (PAN [_____]), represented by its authorized partner _____ (Aadhaar No. [_____]) duly authorized vide hereinafter referred to as the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns), of the **THIRD PART**.

[If the Allottee is a HUF]

Mr. _____, (Aadhaar No. [_____]), son of [_____] aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business/residence at [_____] (PAN [_____]), hereinafter referred to as the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART**.

The Promoter and Purchaser(s) shall hereinafter collectively be referred to as the “parties” and individually as a “party”.

WHEREAS:

A. The Owners are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the piece and parcel of land containing an area of **83.06 decimals** be the same a little more or less as per Deed and an area of **72.96 decimals** equivalent to **44 Cottahs 2 Chittacks 13.79 Sq.ft.** be the same a little more or less as per actual measurement situate lying at Mouza Mahisbathan, J.L. No.18, Touzi No.160-162, R.S. No.203 comprising in L.R. Dag Nos. 417, 424, 485 and 485/564 under L.R. Khatian Nos. 2097, 1960, 1989, 1990, 212/1, 1812, 2185, 2186, 2214, 2215,2216, 2217 and 2005, Post Office- Krishnapur, Police Station- Bidhannagar Electronic Complex (formerly Bidhannagar East and Rajarhat), Ward No.28 within the limits of Bidhannagar Municipal Corporation, Kolkata- 700 102, District of North 24-Parganas, more fully and particularly mentioned and described in the **Part II** of the **First Schedule** hereunder written (hereinafter referred to as the **said Property**) free from all encumbrances, charges, liens, lispens, acquisitions, requisitions, attachments, trusts of whatsoever nature. The origin of the title of the Said Property is more fully and particularly described in the **Part-I** of the **First Schedule** hereunder written.

B. By a Development Agreement dated the _____ day of _____, 2020 made between the Owners herein therein referred to as the Owners of the First Part, one Madhuri Nirman Private Limited & Others therein jointly referred to as the Confirming Parties of the Second Part and the Promoter herein therein referred to as the Promoter of the Third Part and registered at the office of _____ in Book No. I, Volume No. _____, Pages _____ to _____, Being No. _____ for the year 2020, the Owners therein with consent and concurrence of the Confirming Parties therein appointed the Promoter therein to develop the said Property by constructing a Complex, comprising of a multistoried residential building containing several independent Units thereon and a Club House on the terms and conditions mentioned therein.

C. Pursuant to the terms and conditions of the aforesaid Development Agreement the Promoter has got a plan, being Building Permit No.

_____ dated the _____, duly sanctioned by the Bidhannagar Municipal Corporation for construction of a multistoried residential building complex on the Said Property or on the part thereof to be known as **BENCHMARK ASPIRE** (hereinafter referred to as the **said Complex/Project**).

D. The Promoter has registered the Project under the provisions of the West Bengal Housing Industry Regulation Act, 2017 with the West Bengal Housing Industry Regulatory Authority on _____ under registration no. _____.

E. By an Agreement dated the _____, 20____, made between the parties hereto and registered with in Book No. 1 Volume No. Being No. Pages to for the year 2020 on the terms and conditions mentioned therein the Owners and Promoter herein had agreed to sell and the Purchaser(s) herein had agreed to purchase **ALL THAT** the Apartment No._____ having carpet area of _____ square feet, together with adjoining exclusive balcony area of ... sq.ft., together with an exclusive terrace area of Sq.ft. be the same a little more or less, as applicable, on the _____ floor in the new building Together with the pro rata undivided indivisible impartible share in land comprised in the said property in the Project attributable to the apartment Together with a Covered Car parking Space being No. _____ **AND/OR** Together with Right to park in Open/mechanical Car Parking Space being No. _____ more fully and particularly mentioned in the **Part-I** of the **Second Schedule** hereunder written to be developed in accordance to the Specifications as mentioned in the **Part-II** of the **Second Schedule** hereto and Together with pro rata share in the common areas of the said Project more fully and particularly mentioned in the **Part-I** of the **Third Schedule** hereto and right to enjoy common amenities and facilities of the Project more fully and particularly mentioned in the **Part -II** of the **Third Schedule** hereto along with the right to enjoy the same in common to the other purchasers (hereinafter collectively referred to as the "**said Apartment**") at and for the consideration of **Rs.**_____/-(**Rupees** _____ **only**) excluding GST as applicable thereon and other terms and conditions contained therein.

F. In pursuance of the said sanctioned plan, the Promoter has at its own costs and expenses duly constructed, erected and completed construction of the ground plus eighteen (G+18) storied Building known as "**BENCHMARK ASPIRE**" containing _____ independent _____ apartments/units,

open/covered/mechanical car parking spaces and constructed spaces at the said property or on the part thereof.

G. The Promoter has since obtained the Completion Certificate/Occupancy Certificate dated the _____ issued by the Bidhannagar Municipal Corporation under Rules 34 (2) of the West Bengal Municipal Building Rules, 2007 in connection to the Building Plan sanction vide being Building Permit No. _____ dated the _____.

H. At the request of the Purchaser(s) and pursuant to the said Agreement for Sale, though the Vendors and the Promoter have agreed to transfer the undivided proportionate impartible part or share in the land comprised in the said property more fully and particularly described in the **First Schedule** hereunder written, attributable to the said apartment to the Purchaser, the Purchaser shall pursuant to the provisions of the said Act transfer the common areas specified therein in favour the Association to be formed for the said Project at a later stage under section 10 of the West Bengal Apartment Ownership Act.

I. The Purchaser(s) have also inspected, investigated and satisfied himself/herself/themselves as follows:-

- a) the title of the Owners to the said Property;
- b) the right of the Owners/Promoter to sell/transfer the said Apartment;
- c) the said Plan;
- d) all the documents as recited hereinabove;
- e) the carpet area of the said Apartment and the pro rata share in the Common Areas;
- f) the area and the location of the car parking space, if any;
- g) the area and the location of balcony/verandah, if any;
- h) the area and the location of open terrace, if any;
- i) the Common Facilities and Amenities of the said Project.
- j) the construction of the said Apartment as per the agreed specifications, fittings and fixtures.

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

(a) **ACT-** means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017) as amended and/or substituted;

(b) **RULES-** shall mean the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;

(c) **REGULATIONS-** shall mean the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;

(d) **SAID PROPERTY-** shall mean ALL THAT the piece and parcel of land containing an area of **83.06 decimals** be the same a little more or less as per Deed and an area of **72.96 decimals** equivalent to **44 Cottahs 2 Chittacks 13.79 Sq.ft.** be the same a little more or less as per actual measurement situate lying at Mouza Mahisbathan, J.L. No.18, Touzi No.160-162, R.S. No.203 comprising in L.R. Dag Nos. 417, 424, 485 and 485/564 under L.R. Khatian Nos. 2097, 1960, 1989, 1990, 212/1, 1812, 2185, 2186, 2214, 2215,2216, 2217 and 2005, Post Office- Krishnapur, Police Station- Bidhannagar Electronic Complex (formerly Bidhannagar East and Rajarhat), Ward No.28 within the limits of Bidhannagar Municipal Corporation, Kolkata-700 102, District of North 24-Parganas, more fully and particularly mentioned and described in the **Part II** of the **First Schedule** hereunder written.

(e) **SAID SHARE** – shall mean pro rata undivided indivisible impartible share in land comprised in the said property in the Project attributable to the apartment agreed to be purchased hereunder by the Purchaser(s).

(f) **SAID APARTMENT** – shall mean ALL THAT the Apartment being No. _____ containing a carpet area ofsq. ft. be the same a little more or less, exclusive balcony area of ... sq.ft and exclusive terrace area of Sq.ft. more or less on the **Floor** of the new building and pro rata common areas of ____ sq.ft. of the Project known as **BENCHMARK ASPIRE** Together with the **said Share** Together with a Covered Car parking Space being no.... **OR** Together With Right to park in Open Car Parking Space being no..... more fully and particularly described in the **Part-I** of the **Second Schedule** hereunder written together with right to enjoy the Common Areas, Common Facilities and Amenities more fully and particularly mentioned and described in the **Third Schedule** hereunder written to be used in common with the other Purchaser(s).

(g) **SECTION-** shall mean a section of the Act.

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

NOW THIS INDENTURE WITNESSETH that in pursuant of the said agreement and in total consideration of the aforesaid sum of **Rs. _____/- (Rupees _____ only)** of the lawful money of the Union of India well and truly paid by the Purchaser(s) to the Promoter (the receipt whereof the Promoter doth hereby as also by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the Purchaser(s) and the said Apartment) the Owners do and each of them doth hereby grant, transfer, convey, assign and assure and the Promoter doth hereby confirm and assure unto and in favour of the Purchaser(s) **ALL THAT** the Apartment No. _____ having carpet area of _____ square feet, together with adjoining exclusive balcony area of ... sq.ft. and exclusive terrace area of Sq.ft. be the same a little more or less, as applicable, on the _____ floor in the new building, shown and delineated in the map or plan annexed hereto, being **Annexure "A"** duly bordered in colour **RED** thereon, Together with the **Said Share** Together with a Covered Car parking Space being no.... **AND/OR** Together with Right to park in Open/mechanical Car Parking Space being No. _____, shown and delineated in the map or plan annexed hereto, being **Annexure "B"** duly bordered in colour **GREEN** thereon, more fully and particularly mentioned in the **Part-I** of the **Second Schedule** hereunder written to be developed in accordance to the Specifications as mentioned in the **Part-II** of the **Second Schedule** hereto and Together with pro rata share in the common areas of the said Project more fully and particularly mentioned in the **Part-I** of the **Third Schedule** hereto and right to enjoy common amenities and facilities of the Project more fully and particularly mentioned in the **Part -II** of the **Third Schedule** hereto along with the right to enjoy the same in common to the other Purchasers (hereinafter collectively referred to as the "**said Apartment**") absolutely and forever free from all encumbrances, charges, liens, attachments, trusts, whatsoever or howsoever **AND TOGETHER WITH** the right to use the common areas, facilities and amenities in common with the Owners/Promoter and Co-Purchaser(s) and the other lawful occupants of the Complex **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Apartment thereto **TO HAVE AND TO HOLD** the said Apartment hereby sold, transferred

and conveyed and every part or parts thereof unto and to the use of the Purchaser(s).

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

a) Notwithstanding any act deed matter or thing whatsoever by the Owners/Promoter done or executed or knowingly suffered to the contrary the Owners/Promoter are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the Said Apartment hereby granted sold conveyed, transferred, assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.

b) Notwithstanding any act deed or thing whatsoever done as aforesaid the Owners/Promoter now have good right full power and absolute authority to grant convey transfer sell and assign all and singular the Said Apartment hereby conveyed transferred or expressed so to be unto and to the use of the Purchaser(s) in the manner as aforesaid.

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

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

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

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

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

h) The Owners/Promoter do hereby further covenant with the Purchaser(s) that unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser(s) produce or cause to be produced to the Purchaser(s) or to their attorneys or agents at or before any trial examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the said property and also shall at the like request and costs of the Purchaser(s) deliver to the Purchaser(s) such attested or other true copies or extracts therefrom as the Purchaser(s) may require and will in the meantime unless prevented as aforesaid keep the same unobliterated and uncanceled.

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

a) to co-operate with the Promoter in the formation of the Association and in the management and maintenance of the Complex and other Common Purposes and with the Association after it is formed.

b) to observe and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the

Complex and in particular the Common Areas, Facilities and Amenities and other common purposes.

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

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

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

f) not to use any part of the Complex or other Common Areas, Facilities and Amenities for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other purchasers.

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

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

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

j) not to make or permit to make any disturbing noises in the Complex or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other purchaser(s). No Occupier shall play upon or suffer to be played upon instrument or permit to be operated a phonograph or

radio or television or loud speaker or music system in such Apartment if the same shall cause disturbance or annoyance to the other occupants of the Building. No Purchaser shall give vocal or instrumental instruction or play any instrument at any time in a manner that sound emanates from the said Apartment.

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

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

m) not to alter the outer elevation of the Building or any part thereof nor decorate the exterior of the Building otherwise than in the manner agreed by the Promoter or the Association after formation in writing or in the manner as near as may be in which it was previously decorated and to maintain at all times the Promoter's logo at the outer wall besides the main gate, the ultimate common roof of the Complex and also at open common area of the Complex.

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

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

p) to keep the Apartment and party walls, sewers, drains, pipes, cables, wires, entrance and main entrance serving any other Apartment in the Building in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Apartments/parts of the Building and not to do or cause to be done anything in or around the Apartment which

may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Apartment. In particular and without prejudice to the generality to the foregoing, the Purchaser(s) doth/do hereby covenant that the Purchaser(s) shall not make any form of alteration in the beams and columns passing through the Apartment or the Common Areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.

q) not to let out transfer or part with possession of the Car Parking Space, if the right of parking of car is granted hereunder, independent of the Apartment or vice versa, with the only exception being that the Purchaser(s) shall be entitled to let out transfer or part with possession of the parking space independent of the Apartment to any other purchaser(s) of the Building/Complex and none else.

r) not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral act deed or activity in or through the Apartment.

s) maintain at their own costs, the Apartment in the same good condition state and order – clean, hygienic and tidy and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act, 1950 and the rules made thereunder) of the Government, Bidhannagar Municipal Corporation, Kolkata Metropolitan Development Authority, WBSEDCL, and/or any statutory authority and/or local body with regard to the user and maintenance of the Apartment as well as the user operation and maintenance of the lifts, Generator, water, common electricity, drainage, sewerage and other installations and amenities including the Promoter's logo at the Complex and to make such additions and alterations in or about or relating to the Apartment and/or the New Building as be required to be carried out by them or any of them, independently or in common with the other purchaser(s) as the case may be without holding the Owners/Promoter in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Owners/Promoter saved, harmless and indemnified from and against all loss damage costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non-

compliance, non performance, default or negligence on the part of the Purchaser(s).

t) to apply for and obtain at their own costs separate assessment and mutation of the Apartment in the records of Bidhannagar Municipal Corporation and the Owners/Promoter shall give their consent for the same.

u) to keep all the pipes, drains, basins, sinks and water closets, if any, in the said Apartment clean and unblocked and bear and pay all expenses relating thereto including the salaries of the cleaners, if employed by them.

v) to collect and/or to remove all refuse or rubbish whatsoever from the said Apartment daily and to deposit the same in approved refuse bins receptacles or containers as may be directed from time to time at such specified places by the Promoter or the Association after formation, the Ministry of Environment and/or any competent authority or organization.

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

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

y) not to change or in any way, vary the frontage or the entrance door of the said Apartment approved by the Promoter or the Association after formation for access to the Apartment or in any way to cut or alter the entrance door without first having obtained the written consent of the Promoter or the Association after formation, which shall not to be unreasonably withheld.

z) not to load or permit or suffer to be loaded at any time on any part of the floors or structures of the said Apartment any weight greater than its load bearing capacity or as the Promoter or the Association after formation may from time to time prescribe or any weight which will cause undue strain and not to install any equipment or machinery which shall be unduly noisy or

cause dangerous vibration or be a nuisance to the other occupants of the Building /Complex.

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

bb) if required under the applicable laws, to insure and keep insured the said Apartment against any claims loss liabilities or other risks arising from public or any third parties under a Public Liability Policy with an insurance company and to pay all premiums necessary for that purpose and to deliver to the the Promoter or the Association after formation on demand the policy of such insurance and the receipts for the premiums so paid, from the Date of Commencement of Liability, which insurance shall include a Cross-Indemnity Clause and if the Purchaser(s) at any time fails to keep the Apartment insured as aforesaid, the Promoter or the Association after formation may do all things necessary to effect and maintain such insurance and any money expended for that purpose shall be repaid by the Purchaser(s) to the Promoter or the Association after formation. The Promoter or the Association after formation and/or the respective holders of areas in rest of the building shall insure their respective areas such policy shall include similar cross indemnity clause covering the Purchaser(s) for similar risks from the third party liabilities arising from the other parts of the Complex.

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

dd) not to place or take into the lifts without the prior approval of Promoter or the Association after formation any baggage, furniture, heavy articles or other goods.

ee) to comply with, obtain and keep valid and subsisting all requisite permissions, licenses, registrations and approvals, including but not limited

to, those under the Municipal Laws, Local Laws, Labour Laws, Environmental Laws, as are applicable for the use of the Apartment for selling of or dealing with the products or rendition of the services from the said Apartment. As and when called upon to do so, the Purchaser(s) shall produce before the Promoter or the Association after formation, all such permissions and licenses and if the Promoter or the Association after formation is not satisfied and require of the Purchaser(s) to obtain such other or further permissions or licenses from such authorities, the Purchaser(s) shall forthwith cause to obtain such permissions or licenses.

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

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

hh) to operate the cooling or ventilation equipment in the Apartment in accordance with the regulation made by the Promoter or the Association after formation from time to time.

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

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

kk) If any dispute relating to the said Apartment arises by and between the Purchaser(s) and the other occupiers of the other parts of the Building/Complex such disputes and differences shall be adjudicated by the Promoter or the Association after formation alone whose decision shall be final and binding.

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

mm) From the Date of Commencement of Liability the Purchaser(s) shall bear, pay and discharge exclusively the following expenses and outgoings :-

i) Municipal rates and taxes and water tax, if any, assessed on or in respect of the said Apartment directly to Bidhannagar Municipal Corporation Provided That so long as the Apartment is not assessed separately for the purpose of such rates and taxes, the Purchaser(s) shall pay to the Promoter or the Association after formation proportionate share of all such rates and taxes assessed on the Complex.

ii) All other taxes including service tax if payable by the Promoter or the Association after formation, impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of the said Apartment or the Complex as a whole and whether demanded from or payable by the Purchaser(s) or the Promoter or the Association after formation, the same shall be paid by the Purchaser(s) wholly in case the same relates to the Apartment and proportionately in case the same relates to the Complex as a whole.

iii) Electricity charges for electricity consumed in or relating to the said Apartment to the Promoter or the Association after formation based on the reading shown in the sub-meter provided for the Apartment at the rate at which the Promoter or the Association after formation shall be liable to pay the same to WBS&EDCL.

iv) Transmission loss charges for electricity required to be paid or incurred by the Promoter or the Association after formation proportionately. The said charges would be calculated and/or decided by the Promoter or the Association after formation and the decision of the Promoter or the Association after formation shall be final and binding on the Purchaser(s).

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

- Fuel charges on the basis of the KWH meter and the applicable fuel rates;
- Annual Maintenance Contract and monthly running and maintenance charges on the basis of the monthly rates.

- Proportionate share of expenses of capital nature to be incurred/likely to be incurred by the Promoter or the Association after formation on account of major repairs, replacement etc., of such generator.
- Government duty at applicable rates on alternate generation of power.

vi) The proportionate share of expenses of capital nature as be incurred/likely to be incurred by the Promoter or the Association after formation on account of major repairs, replacement etc., of such Generator etc.;

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

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

nn) Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within the seventh day of the month for which the same be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Promoter or the Association after formation. The bills and demands for the amounts payable by the Purchaser(s) shall be deemed to have been served upon the Purchaser(s), in case the same is left, in the Apartment or in the letter box in the ground floor of the Building earmarked for the said Apartment.

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

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

qq) not to disturb and/or uninstall in future the Promoter's logo placed on the outer wall besides the main gate, the ultimate common roof of the new building and at the open common area of the complex at the said property and to maintain the same in proper order and manner through the Association.

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

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

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

b) Until the expiry of the notice in writing given by the Promoter to the Purchaser(s) to take over charge of the acts relating to common purposes, the Promoter or the Association after formation shall look after the common purposes and the Purchaser(s) undertake to regularly and punctually pay to the Promoter or its nominee the maintenance charges and other amounts payable by the Purchaser(s) herein.

c) So long the Promoter is looking after the maintenance of the Complex, the Purchaser(s) shall not hold the Promoter liable for rendering any accounts or explanation of any expenses incurred by the Promoter in its acts relating to the Common Purposes nor shall the Purchaser(s) be entitled to hold the

Promoter responsible to furnish any accounts, vouchers, bills, documents etc. in any manner and the Purchaser(s) as well as the Association shall remain liable to indemnify and keep indemnified the Promoter for all liabilities due to non-fulfillment of their respective obligations contained herein by the Purchaser(s) and/or the Association.

d) The notice contemplated hereinabove may be given by the Promoter at its sole discretion upon transfer of all the Apartments in the Complex to the purchasers or, earlier, and immediately upon receipt of such notice, the Purchasers shall at their own costs and expenses and in a lawful manner take over the maintenance of the Complex.

e) The Promoter shall transfer to the Association all their rights responsibilities and obligations with regard to the common purposes (save those expressly reserved by the Promoter hereunder or so intended to be or so desired by the Promoter hereafter) whereupon only the Association shall be entitled thereto and obliged therefor. All reference to the Promoter herein with regard to the common purposes shall thenceforth be deemed to be reference to the Association.

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

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

h) In the event of the Purchaser(s) failing and/or neglecting or refusing to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by the Purchaser(s) under these presents within a period of 7 (seven) days from the date on which such sum becoming due or payable and/or in observing and performing the covenants

terms and conditions of the Purchaser(s) hereunder, then without prejudice to the other remedies available against the Purchaser(s) hereunder, the Purchaser(s) shall be liable to pay to the Promoter or the Promoter or the Association after formation interest @ SBI Prime Lending Rate plus 2% per annum and without prejudice to the aforesaid, the Promoter or the Association after formation shall be entitled to:

- (a) Withhold and stop all other utilities and facilities (including lifts, Generator, etc.) to the Purchaser(s) and his/her servants, visitors, guests, tenants, licenses and/or to the Apartment.
 - (b) To demand and directly realise rent and/or other amounts becoming payable to the Purchaser(s) by any tenant or licensee or other occupant in respect of the Apartment.
- i) The Purchaser(s) shall observe the covenants as be deemed reasonable by the Promoter or the Association after formation from time to time for the common purposes.
- j) For the purposes of these presents any act, default or omission of the servants, agents, independent contractors and invitees of the Purchaser(s) shall be deemed to be the act, default or omission of the Purchaser(s).
- k) The proportionate share of the Purchaser(s) in various matters referred herein shall be such as be determined by the Promoter and the Purchaser(s) shall accept the same notwithstanding there being minor variations therein for the sake of convenience.
- l) Save the said Apartment the Purchaser(s) shall have no claim nor shall claim any right whatsoever or howsoever over and in respect of other Apartments and spaces or constructed areas or Car Parking Spaces at the Complex and the Owners/Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Owners/Promoter in their absolute discretion, shall think fit and proper and the Purchaser(s) hereby consent to the same and agree not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Owners/Promoter exclusively.

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

n) The remainder rights, liabilities and obligations of the parties recorded in the Agreement for Sale by and between the parties concerning the said Apartment and the Complex shall remain in full force and effect and the Purchaser(s) shall be bound by the same.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(PART-I)

(DEVOLUTION OF TITLE)

I. Dag No.417

A. One Gobinda Chandra Biswas was seized and possessed and/or otherwise well and sufficiently entitled to ALL THAT the piece and parcel of land measuring an area of 7½ decimals be the same a little more or less situate lying at Mouza Mahisbathan, J.L. No.18, Police Station-Electronics Complex (formerly Rajarhat), Touzi No.160-162, R.S. No.203, C.S. Dag No.439 corresponding to R.S. and L.R. Dag No.417 under R.S. Khatian No.237 corresponding to L.R. Khatian No.258 in the District of North 24-Parganas (hereinafter referred to as the **“said land”**).

B. By a Bengali Kobala dated the 5th June, 1959 made between the said Gobinda Chandra Biswas therein referred to as Vendor of the One Part and one Madhusudan Roy therein referred to as the Purchaser of the Other Part and registered at the Office of the Sub-Registrar, Cossipore Dumdum in Book No.I, Being No.4549 for the year 1959, the said Vendor therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the **said land**.

C. The said Madhusudan Roy who during his lifetime was a Hindu and governed by the Dayabhaga School of Hindu Law died intestate on 12th December, 1984 leaving him surviving his widow Smt. Pratibha Roy, two sons namely Tarak Roy and Shyam Sundar Roy and five daughters namely Smt. Laxmi Rani Sarkar, Smt. Sankari Sadhukhan, Smt. Parbati Saha, Smt. Gouri

Majumder and Smt. Annapurna Roy as his heirs, heiresses and legal representative who upon his death jointly inherited All That the said **land**.

D. By a Bengali Kobala dated the 20th day of November, 1996 made between the said Smt. Pratibha Roy, Tarak Roy, Shyam Sundar Roy, Smt. Laxmi Rani Sarkar, Smt. Sankari Sadhukhan, Smt. Parbati Saha, Smt. Gouri Majumder and Smt. Annapurna Roy therein jointly referred to as Vendors of the One Part and one Jafar Ali Mondal therein referred to as the Purchaser of the Other Part and registered at the Office of the District Registrar, Barasat in Book No.I, Volume No.163, Pages 289 to 300, Being No.8852 for the year 1996, the said Vendors therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area of 1.38 decimals be the same a little more or less being the portion of the said land (hereinafter referred to as **Jafar Ali's land**).

E. Therefore, the said Smt. Pratibha Roy, Tarak Roy, Shyam Sundar Roy, Smt. Laxmi Rani Sarkar, Smt. Sankari Sadhukhan, Smt. Parbati Saha, Smt. Gouri Majumder and Smt. Annapurna Roy are now left with seized and possessed of All That the piece and parcel of land containing an area of 6.12 decimals be the same a little more or less being the portion of the said land.

F. The said Tarak Roy who during his lifetime was a Hindu and governed by the Dayabhaga School of Hindu Law died intestate on 20th February, 2015 leaving him surviving his widow Smt. Bulu Roy and four daughters namely Smt. Priyanka Kul, Smt. Tumpa Nita Paul, Smt. Jhumpa Mondal and Smt. Soma Pramanick as his heiresses and legal representative who upon his death jointly inherited All That his undivided share in the piece and parcel of land containing an area of 6.12 decimals be the same a little more or less being the portion of the said land.

G. By a Deed of Sale dated the 11th March, 2016 made between the said Smt. Pratibha Roy, Shyam Sundar Roy, Smt. Laxmi Rani Sarkar, Smt. Sankari Sadhukhan, Smt. Parbati Saha, Smt. Gouri Majumder, Smt. Bulu Roy, Smt. Priyanka Kul, Smt. Tumpa Nita Paul, Smt. Jhumpa Mondal and Smt. Soma Pramanick therein jointly referred to as Vendors of the One Part and one Santosh Tower Private Limited therein referred to as the Purchaser of the Other Part and registered at the Office of the Additional District Sub-Registrar, Bidhannagar in Book No.I, Volume No.1504-2016, Pages 19064 to 19127, Being No.150400523 for the year 2016, the said Vendors therein at and for the

consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area of 6.12 decimals be the same a little more or less being the portion of the said land.

H. By a Deed of Sale dated the 19th July, 2016 made between the said Jafar Ali Mondal therein referred to as Vendor of the One Part and the said Santosh Tower Private Limited therein referred to as the Purchaser of the Other Part and registered at the Office of the Additional District Sub-Registrar, Bidhannagar in Book No.I, Volume No.1504-2016, Pages 45409 to 45432, Being No.150401264 for the year 2016, the said Vendor therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the said Jafar Ali's land measuring an area of 1.38 decimals be the same a little more or less.

I. Thus the said Santosh Tower Private Limited is now seized and possessed of and/or otherwise well and sufficiently entitled to All that the piece and parcel of land measuring an area of 7.5 decimals be the same a little more or less being the said land.

J. The said **Santosh Tower Private Limited** duly mutated its name in the records of concerned Block Land and Land Reforms Officer in respect of **7 decimals** of land in Dag No. 417 and got new Khatian being L.R. Khatian Nos. 1960 and 2097.

II. Dag No.424 and 484/564

A. One Madhusudan Roy was seized and possessed and/or otherwise well and sufficiently entitled to ALL THAT the piece and parcel of land measuring an area of 28 decimals be the same a little more or less situate lying at Mouza Mahisbathan, J.L. No.18, Police Station-Electronics Complex (formerly Rajarhat), Touzi No.160-162, R.S. No.203, R.S. Dag Nos.424 (21 decimals) and 485/564 (7 decimals) under R.S. Khatian No.237 in the District of North 24-Parganas (hereinafter referred to as the **"said land"**).

B. By a Bengali Kobala dated the 5th June, 1959 made between the said Madhusudan Roy therein referred to as Vendor of the One Part and one Bindu Basini Roy therein referred to as the Purchaser of the Other Part and

registered at the Office of the Sub-Registrar, Cossipore Dumdum in Book No.I, Being No.4550 for the year 1959, the said Vendor therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the **said land**.

C. The said Smt. Bindu Basini Roy duly mutated her name in the record of the concerned Block Land and Land Reforms Officer in respect of the said land, comprised in L.R. Dag Nos.424 and 485/564 and got new L.R. Khatian No.222.

D. The said Smt. Bindu Basini Roy who during her lifetime was a Hindu and governed by the Dayabhaga School of Hindu Law died intestate on 5th February, 1994 leaving behind her surviving her only daughter Sadhana Das and three sons namely Sambhunath Roy, Narayan Chandra Roy and Madhusudan Roy as her heirs, heiress and legal representatives who upon her death jointly inherited All That the **said land**.

E. The said Sambhunath Roy who during his lifetime was a Hindu and governed by the Dayabhaga School of Hindu Law died intestate on 30th March, 2003 leaving him surviving his widow Smt. Gita Roy, three sons namely Samir Roy, Sushanta Roy and Sumanta Roy and five daughters namely Smt. Sikha Ghosh, Smt. Sima Saha, Smt. Sibani Chowdhury, Smt. Shyamali Paul and Smt. Sukla Pyne as his heirs, heiresses and legal representative who upon his death jointly inherited All That his undivided share in the **said land**.

F. The said Smt. Sadhana Das who during her lifetime was a Hindu and governed by the Dayabhaga School of Hindu Law died intestate on 6th February, 2005 leaving behind her surviving her three daughters Smt. Mira Das, Smt. Sabita Dey and Smt. Purnima Das and five sons namely Monoranjan Das, Sukumar Das, Bijoy Das, Uma Shankar Das alias Shankar Das and Swapan Das as her heirs, heiresses and legal representative who upon her death jointly inherited All That her undivided share in the **said land**.

G. By a Deed of Sale dated the 14th March, 2016 made between the said Narayan Chandra Roy, Madhusudan Roy, Monoranjan Das, Sukumar Das, Bijoy Das, Uma Shankar Das alias Shankar Das, Swapan Das, Smt. Mira Das, Smt. Sabita Dey, Smt. Purnima Das, Smt. Gita Roy, Samir Roy, Sushanta Roy, Sumanta Roy, Smt. Sikha Ghosh, Smt. SimaSaha, Smt. Sibani Chowdhury, Smt. Shyamali Paul and Smt. Sukla Pyne therein jointly referred to as Vendors of the One Part and one Amrita Chambers Private Limited therein referred to

as the Purchaser of the Other Part and registered at the Office of the Additional District Sub-Registrar, Bidhannagar in Book No.I, Volume No.1504-2016, Pages 18290 to 18378, Being No.150400524 for the year 2016, the said Vendors therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area of 11 decimals be the same a little more or less comprised in L.R. Dag No.424 being the portion of the said land.

H. By a Deed of Sale dated the 14th March, 2016 made between the said Narayan Chandra Roy, Madhusudan Roy, Monoranjan Das, Sukumar Das, Bijoy Das, Uma Shankar Das alias Shankar Das, Swapan Das, Smt. Mira Das, Smt. Sabita Dey, Smt. Purnima Das, Smt. Gita Roy, Samir Roy, Sushanta Roy, Sumanta Roy, Smt. Sikha Ghosh, Smt. SimaSaha, Smt. Sibani Chowdhury, Smt. Shyamali Paul and Smt. Sukla Pyne therein jointly referred to as Vendors of the One Part and one Madhuri Nirman Private Limited therein referred to as the Purchaser of the Other Part and registered at the Office of the Additional District Sub-Registrar, Bidhannagar in Book No.I, Volume No.1504-2016, Pages 18379 to 18467, Being No.150400525 for the year 2016, the said Vendors therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area of 7 decimals be the same a little more or less comprised in L.R. Dag No.485/564 being the portion of the said land.

I. By a Deed of Sale dated the 14th March, 2016 made between the said Narayan Chandra Roy, Madhusudan Roy, Monoranjan Das, Sukumar Das, Bijoy Das, Uma Shankar Das alias Shankar Das, Swapan Das, Smt. Mira Das, Smt. Sabita Dey, Smt. Purnima Das, Smt. Gita Roy, Samir Roy, Sushanta Roy, Sumanta Roy, Smt. Sikha Ghosh, Smt. SimaSaha, Smt. Sibani Chowdhury, Smt. Shyamali Paul and Smt. Sukla Pyne therein jointly referred to as Vendors of the One Part and one Amrita Realty Private Limited therein referred to as the Purchaser of the Other Part and registered at the Office of the Additional District Sub-Registrar, Bidhannagar in Book No.I, Volume No.1504-2016, Pages 18468 to 18566, Being No.150400526 for the year 2016, the said Vendors therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area of 10 decimals be the same a little more or less comprised in L.R. Das No.424 being the portion of the said land.

J. Thus the said Amrita Chambers Private Limited, Madhuri Nirman Private Limited and Amrita Realty Private Limited became seized and possessed and/or otherwise well and sufficiently entitled to ALL THAT the said land.

K. The said **Amrita Chambers Private Limited** and **Amrita Realty Private Limited** duly mutated their names in the records of concerned Block Land and Land Reforms Officer in respect of **21 decimals** of land in Dag No. 424 and got new Khatian being L.R. Khatian Nos. 1990 and 1989 respectively.

L. The said **Madhuri Nirman Private Limited** duly mutated its name in the records of concerned Block Land and Land Reforms Officer in respect of **7 decimals** of land in Dag No. 485/564 and got new Khatian being L.R. Khatian No. 2005.

III. Dag No.485

A. One Narayan Mondal was seized and possessed and/or otherwise well and sufficiently entitled to ALL THAT the piece and parcel of land measuring an area of 49 decimals be the same a little more or less situate lying at Mouza Mahisbathan, J.L. No.18, Police Station-Electronics Complex (formerly Rajarhat), Touzi No.160-162, R.S. No.203, R.S. and L.R. Dag No.485 under R.S. Khatian No.173 in the District of North 24-Parganas (hereinafter referred to as the "**said land**").

B. The said Narayan Mondal who during his lifetime was a Hindu and governed by the Dayabhaga School of Hindu Law died intestate on 5th October, 1973 leaving him surviving his widow Smt. Kumudini Mondal, eight sons namely Birendra Mondal, Sukumar Mondal, Ram Prasad Mondal, Nirapada Mondal, Ram Kanto Mondal, Dulal Mondal, Badal Mondal and Santi Ram Mondal and four daughters namely Smt. Karuna Mondal, Smt. Saraswati Mondal, Smt. Kiranbala Pandit and Smt. Jashoda Mondal as his heirs, heiresses and legal representative who upon his death jointly inherited All That the said **land**.

C. The said Smt. Kumudini Mondal who during her lifetime was a Hindu and governed by the Dayabhaga School of Hindu Law died intestate on 31st March, 1983 leaving behind her surviving her sons namely Birendra Mondal, Sukumar Mondal, Ram Prasad Mondal, Nirapada Mondal, Ram Kanto Mondal,

Dulal Mondal, Badal Mondal and Santi Ram Mondal and four daughters namely Smt. Karuna Mondal, Smt. Saraswati Mondal, Smt. Kiranbala Pandit and Smt. Jashoda Mondal as her heirs, heiresses and legal representative who upon her death jointly inherited All That her undivided share in the said **land**.

D. Thus the said Birendra Mondal, Sukumar Mondal, Ram Prasad Mondal, Nirapada Mondal, Ram Kanto Mondal, Dulal Mondal, Badal Mondal, Santi Ram Mondal, Smt. Karuna Mondal, Smt. Saraswati Mondal, Smt. Kiranbala Pandit and Smt. Jashoda Mondal became seized and possessed of All that the said land each having equal share.

E. By a Bengali Kobala (Deed of Sale) dated the 5th Jaisth, 1399 corresponding to 19th May, 1992 made between the said Nirapada Mondal therein referred to as Vendor of the One Part and the said Badal Mondal therein referred to as the Purchaser of the Other Part and registered at the Office of the Sub-Registrar, Cossipore Dumdum in Book No.I, Volume No.119, Pages 181 to 186, Being No.5314 for the year 1992, the said Vendor therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area of 3.30 decimals be the same a little more or less being the portion of the **said land**.

F. By a Bengali Kobala (Deed of Sale) dated the 5th Jaisth, 1399 corresponding to 19th May, 1992 made between the said Badal Mondal therein referred to as Vendor of the One Part and one Manirul Mollah therein referred to as the Purchaser of the Other Part and registered at the Office of the Sub-Registrar, Cossipore Dumdum in Book No.I, Volume No.119, Pages 193 to 198, Being No.5316 for the year 1992, the said Vendor therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area of 3.69 decimals be the same a little more or less being the portion of the **said land**.

G. The said **Manirul Mollah** duly mutated his name with the concerned Block Land & Land Reforms Officer in respect of **3 decimals** of land in Dag No. 485 and got new L.R. Khatian No.212/1.

H. By a Bengali Kobala (Deed of Sale) dated the 5th Jaisth, 1399 corresponding to 19th May, 1992 made between the said Badal Mondal therein referred to as Vendor of the One Part and one Kabirul Reja Chowdhury therein

referred to as the Purchaser of the Other Part and registered at the Office of the Sub-Registrar, Cossipore Dumdum in Book No.I, Volume No.119, Pages 199 to 204, Being No.5317 for the year 1992, the said Vendor therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area of 3 decimals be the same a little more or less being the portion of the **said land** (hereinafter referred to as Kabirul's land).

I. The said Kabirul Reja Chowdhury duly mutated his name with the concerned Block Land & Land Reforms Officer in respect of 3 decimals of land in Dag No. 485 and got new L.R. Khatian No.212.

J. By a Bengali Kobala (Deed of Sale) dated the 5th Jaisth, 1399 corresponding to 19th May, 1992 made between the said Dulal Mondal therein referred to as Vendor of the One Part and one Jafar Ali Mondal therein referred to as the Purchaser of the Other Part and registered at the Office of the Sub-Registrar, Cossipore Dumdum in Book No.I, Volume No.119, Pages 205 to 219, Being No.5318 for the year 1992, the said Vendor therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area of 4.08 decimals be the same a little more or less being the portion of the **said land**.

K. The said **Jafar Ali Mondal** duly mutated his name with the concerned Block Land & Land Reforms Officer in respect of **4 decimals** of land in Dag No. 485 and got new L.R. Khatian No.1812.

L. The said Ram Prasad Mondal who during his lifetime was a Hindu and governed by the Dayabhaga School of Hindu Law died intestate on 9th June, 1995 leaving behind him surviving his six sons namely Buddeshwar Mondal, Rasik Mondal, Sanjay Mondal, Nabakumar Mondal, Basudeb Mondal and Prasanta Mondal and two daughters namely Smt. Basumoti Mondal and Smt. Bijoli Naskar as his heirs, heiresses and legal representatives who upon his death jointly inherited All That his undivided share in the said **land** measuring an area of 3.91 decimals (hereinafter referred to as the said **Ram Prasad's land**).

M. The said Smt. Bijoli Naskar who during her lifetime was a Hindu and governed by the Dayabhaga School of Hindu Law died intestate leaving him

surviving her two sons namely Bikash Naskar and Bijon Naskar and only daughter Smt. Shyamali Purkait as her heirs, heiresses and legal representatives who upon his death jointly inherited All That her undivided share in the said **Ram Prasad's land**.

N. By a gazette notification in the year of 2000 issued by the Land Acquisition Officer vide L.A. Case No. 4/30 of 1999-2000, a portion of the said land measuring an area of 2 decimals be the same a little more or less has been acquired by the Government.

O. The said Santi Ram Mondal who during his lifetime was a Hindu and governed by the Dayabhaga School of Hindu Law died intestate on 13th July, 2001 leaving behind him surviving his widow Smt. Sandhabala Mondal, only son namely Swapan Mondal and only daughter Smt. Sabita Mondal as his heir, heiresses and legal representatives who upon his death jointly inherited All That his undivided share in the said **land** measuring an area of 3.91 decimals (hereinafter referred to as the said **Santi Ram's land**).

P. The said Smt. Sandhabala Mondal, Swapan Mondal and Sabita Mondal duly mutated their names with the concerned Block Land & Land Reforms Officer in respect of 3.91 decimals of land and got new L.R. Khatian No.988, 989 and 990 respectively.

Q. The said Smt. Jashoda Mondal who during her lifetime was a Hindu and governed by the Dayabhaga School of Hindu Law died intestate on 15th June, 2010 leaving him surviving her only daughter Smt. Jamuna Mondal as her heiress and legal representative who upon her death inherited All That her undivided share in the said **land** measuring an area of 3.91 decimals (hereinafter referred to as the **Jashoda's land**).

R. The said Ram Kanto Mondal who during his lifetime was a Hindu and governed by the Dayabhaga School of Hindu Law died intestate on 13th August, 2016 leaving behind him surviving his two sons namely Moni Mohan Mondal and Brojen Mondal and three daughters namely Smt. Anita Mondal, Smt. Kanan Bala Mondal and Smt. Jabarani Bain as his heirs, heiresses and legal representatives who upon his death jointly inherited All That his undivided share in the said **land** measuring an area of 3.91 decimals (hereinafter referred to as the said **Ram Kanto's land**).

S. The said Sukumar Mondal who during his lifetime was a Hindu and governed by the Dayabhaga School of Hindu Law died intestate leaving behind him surviving his three daughters namely Smt. Sunayani Das, Smt. Suravi Mondal and Smt. Sabita Mondal as his heiresses and legal representatives who upon his death jointly inherited All That his undivided share in the said **land** measuring an area of 3.91 decimals (hereinafter referred to as the said **Sukumar's land**).

T. The said Smt. Jabarani Bain who during her lifetime was a Hindu and governed by the Dayabhaga School of Hindu Law died intestate in the year of 2018 leaving behind him surviving her husband Ratan Bain, only son Rathin Bain and only daughter Smt. Rama Bain as her heirs, heiresses and legal representatives who upon her death jointly inherited All That her undivided share in the said Ram Kanto's **land** measuring an area of .78 decimals (hereinafter referred to as the **Jaba's land**).

U. The said Smt. Kiran Bala Pandit who during her lifetime was a Hindu and governed by the Dayabhaga School of Hindu Law died intestate on 18th January, 2019 leaving behind him surviving her only son namely Nepal Chandra Pandit; five daughters namely Smt. Asha Mondal, Smt. Puspa Mondal, Smt. Kalpana Mondal and Smt. Minoti Mondal; daughter-in-law namely Smt. Jagadiswari Pandit, widow of her deceased son Gopal Chandra Pandit; grandchildren namely Dipankar Pandit, Smt. Mita Karal, Samaresh Gain, Amaresh Gain, Kumeresh Gain and Paramesh Gain as her heirs, heiresses and legal representative who upon her death jointly inherited All That her undivided share in the said **land** measuring an area of 4.08 decimals (hereinafter referred to as the **Kiran Bala's land**).

V. By a Deed of Sale dated the 2nd day of November, 2016 made between the said Kabirul Reja Chowdhury therein referred to as Vendor of the One Part and one Amrita Realty Private Limited and Amrita Chambers Private Limited therein jointly referred to as the Purchasers of the Other Part and registered at the Office of the Additional District Sub-Registrar, Bidhannagar in Book No.I, Volume No.1504-2016, Pages 63721 to 63752, Being No.150401776 for the year 2016, the said Vendor therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers therein All That the Kabirul's land containing an area of **3 decimals** be the same a little more or less.

W. By a Deed of Sale dated the 16th day of January, 2019 made between the said Birendra Mondal, Smt. Karuna Mondal, Smt. Saraswati Mondal, Buddeshwar Mondal, Rasik Mondal, Sanjay Mondal, Nabakumar Mondal, Basudeb Mondal, Prasanta Mondal, Smt. Basumoti Mondal, Bikash Naskar, BijonNaskar, Smt. Shyamali Purkait, Moni Mohan Mondal, Smt. Anita Mondal, Smt. KananBala Mondal, Smt. Sunayani Das, Smt. Suravi Mondal, Smt. Sabita Mondal and Nirapada Mondal, therein jointly referred to as Vendors of the One Part and one Greenery Square Private Limited, Greenery Elevation Private Limited, Greenery Structure Private Limited and Greenery Plaza Private Limited therein jointly referred to as the Purchasers of the Other Part and registered at the Office of the Additional District Sub-Registrar, Bidhannagar in Book No.I, Volume No.1504-2019, Pages 3684 to 3792, Being No.150400093 for the year 2019, the said Vendors therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers therein All That their undivided share in the said land containing total area of **22.50** decimals be the same a little more or less.

X. By a Deed of Sale dated the 25th day of February, 2019 made between the said Smt. Sandhabala Mondal, Swapan Mondal and Sabita Mondal therein jointly referred to as Vendors of the One Part and one Greenery Square Private Limited, Greenery Elevation Private Limited, Greenery Structure Private Limited and Greenery Plaza Private Limited therein jointly referred to as the Purchasers of the Other Part and registered at the Office of the Additional District Sub-Registrar, Bidhannagar in Book No.I, Volume No.1504-2019, Pages 19590 to 19638, Being No.150400467 for the year 2019, the said Vendors therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers therein All That the said Shanti Ram's land containing an area of **3.91** decimals be the same a little more or less.

Y. By a Deed of Sale dated the 10th day of April, 2019 made between the said Nepal Chandra Pandit, Smt. Asha Mondal, Smt. Puspa Mondal, Smt. Kalpana Mondal, Smt. Minoti Mondal, Samaresh Gain, Amaresh Gain, Kumeresh Gain, Paramesh Gain, Smt. Jagadiswari Pandit, Dipankar Pandit and Smt. Mita Karal therein jointly referred to as Vendors of the One Part and one Greenery Square Private Limited, Greenery Elevation Private Limited, Greenery Structure Private Limited and Greenery Plaza Private Limited therein jointly referred to as the Purchasers of the Other Part and registered at the Office of the Additional District Sub-Registrar, Bidhannagar in Book No.I,

Volume No.1504-2019, Pages 32913 to 32999, Being No.150400809 for the year 2019, the said Vendors therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers therein All That said Kiranbala's land containing an area of **4.08** decimals be the same a little more or less.

Z. By a Deed of Sale dated the 16th day of August, 2019 made between the said Brojen Mondal therein referred to as Vendor of the One Part and one Greenery Square Private Limited, Greenery Elevation Private Limited, Greenery Structure Private Limited and Greenery Plaza Private Limited therein jointly referred to as the Purchasers of the Other Part and registered at the Office of the Additional District Sub-Registrar, Bidhannagar in Book No.I, Volume No.1504-2019, Pages 84515 to 84565, Being No.150402043 for the year 2019, the said Vendor therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers therein All That his undivided share in the said land containing an area of **0.78** decimals be the same a little more or less being the portion of Ram Kanto's land.

AA. By a Deed of Sale dated the 20th day of January, 2020 made between the said Jamuna Mondal therein referred to as Vendor of the One Part and one Greenery Square Private Limited, Greenery Elevation Private Limited, Greenery Structure Private Limited and Greenery Plaza Private Limited therein jointly referred to as the Purchasers of the Other Part and registered at the Office of the Additional District Sub-Registrar, Bidhannagar in Book No.I, Volume No.1504-2020, Pages 9987 to 10032, Being No.150400181 for the year 2020, the said Vendor therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers therein All That said Jashoda's land containing an area of **5** decimals (as per deed) be the same a little more or less.

BB. By a Deed of Sale dated the 4th day of March, 2020 made between the said Ratan Bain and Rama Baine therein jointly referred to as Vendors of the One Part and one Greenery Square Private Limited, therein referred to as the Purchaser of the Other Part and registered at the Office of the Additional District Sub-Registrar, Bidhannagar in Book No.I, Volume No.1504-2020, Pages 33252 to 33295, Being No.150400683 for the year 2020, the said Vendors therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That their undivided share in the said land containing an

area of **0.52** decimals be the same a little more or less being the portion of Ram Kanto's land.

CC. By a Deed of Sale dated the 15th day of September, 2020 made between the said Rathin Bain therein referred to as Vendor of the One Part and one Greenery Square Private Limited, therein referred to as the Purchaser of the Other Part and registered at the Office of the Additional District Sub-Registrar, Bidhannagar in Book No.I, Volume No.1504-2020, Pages 65058 to 65094, Being No.150401398 for the year 2020, the said Vendors therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That their undivided share in the said land containing an area of **0.26** decimals be the same a little more or less being the portion of Ram Kanto's land.

DD. Thus the said Greenery Square Private Limited, Greenery Elevation Private Limited, Greenery Structure Private Limited, Greenery Plaza Private Limited, Amrita Realty Private Limited and Amrita Chambers Private Limited became seized and possessed and/or otherwise well and sufficiently entitled to All that the piece and parcel of land measuring an area of 39.79 decimals as per deed be the same a little more or less being the portion of the said land.

EE. The said Greenery Square Private Limited, Greenery Elevation Private Limited, Greenery Structure Private Limited, Greenery Plaza Private Limited, Amrita Realty Private Limited and Amrita Chambers Private Limited duly mutated their names in the records of concerned Block Land and Land Reforms Officer in respect of acquired land and got L.R. Khatian Nos. 2215, 2216, 2214, 2217, 2185 and 2186.

IV. The said **Madhuri Nirman Private Limited, Amrita Realty Private Limited, Amrita Chambers Private Limited, Santosh Tower Private Limited** along with one Benchmark Developers Private Limited were carrying a Partnership business under the name and style of "**Benchmark Developers**" having its principal place of business at BA-152, Salt Lake, Sector-1, Post Office Bidhannagar, Police Station Bidhannagar (North), Kolkata 700 064.

V. The said Partnership Firm namely "Benchmark Developers" was reconstituted by the Deed of Partnership dated 1st day of April, 2017 whereby the **Greenery Square Private Limited, Greenery Structure Private Limited, Greenery Elevation Private Limited, Greenery Plaza Private Limited** and

Santosh Kumar Jaiswal were inducted as the partners of the said Partnership Firm, on the terms recorded therein.

VI. In terms of the said reconstituted partnership, the said Madhuri Nirman Private Limited, Amrita Realty Private Limited, Amrita Chambers Private Limited, Santosh Tower Private Limited, Greenery Square Private Limited, Greenery Structure Private Limited, Greenery Elevation Private Limited and Greenery Plaza Private Limited brought into the stock of the partnership firm and **All that** the piece and parcel of land containing an area of 75.55 decimals be the same a little more or less situate lying at Mouza Mahisbathan, J.L. No.18, Touzi No.160-162, R.S. No.203 comprising in L.R. Dag Nos. 417, 424, 485 and 485/564 under L.R. Khatian Nos. 2097, 1960, 1989, 1990, 212/1, 1812, 2185, 2186, 2214, 2215, 2216, 2217 and 2005, Post Office-Krishnapur, Police Station-Bidhannagar Electronic Complex (formerly Bidhannagar East and Rajarhat), Ward No.28 within the limits of Bidhannagar Municipal Corporation, Kolkata-700 102, District of North 24-Parganas and the rights and interest therein.

VII. Thus the Owners herein are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** the piece and parcel of land containing an area of **83.06 decimals** be the same a little more or less as per Deed and an area of **72.96 decimals** equivalent to **44 Cottahs 2 Chittacks 13.79 Sq.ft.** be the same a little more or less as per actual measurement situate lying at Mouza Mahisbathan, J.L. No.18, Touzi No.160-162, R.S. No.203 comprising in L.R. Dag Nos. 417, 424, 485 and 485/564 under L.R. Khatian Nos. 2097, 1960, 1989, 1990, 212/1, 1812, 2185, 2186, 2214, 2215, 2216, 2217 and 2005, Post Office-Krishnapur, Police Station-Bidhannagar Electronic Complex (formerly Bidhannagar East and Rajarhat), Ward No.28 within the limits of Bidhannagar Municipal Corporation, Kolkata-700 102, District of North 24-Parganas.

Part-II
(Said Land)

ALL THAT the piece and parcel of land containing an area of **83.06 decimals** be the same a little more or less as per Deed and an area of **72.96 decimals** equivalent to **44 Cottahs 2 Chittacks 13.79 Sq.ft.** be the same a little more or less as per actual measurement situate lying at Mouza Mahisbathan, J.L. No.18, Touzi No.160-162, R.S. No.203 comprising in L.R.

Dag Nos. 417, 424, 485 and 485/564 under L.R. Khatian Nos. 2097, 1960, 1989, 1990, 212/1, 1812, 2185, 2186, 2214, 2215, 2216, 2217 and 2005, Post Office- Krishnapur, Police Station- Bidhannagar Electronic Complex (formerly Bidhannagar East and Rajarhat), Ward No.28 within the limits of Bidhannagar Municipal Corporation, Kolkata- 700 102, District of North 24-Parganas, butted and bounded in the manner following:-

- ON THE NORTH** : 20' 0" Wide Concrete Road (Charaktala Road) and L.R. Dag No 417(Part);
- ON THE SOUTH** : L.R. Dag no. 563 (Part), L.R. Dag no. 565 (Part), and 10.50 metre access road to plot and 46m Wide Metal Road (6 Lanes) Ring Road;
- ON THE EAST** : L.R. Dag no. 565 (Part), L.R. Dag No 413 and 46m Wide Metal Road (6 Lanes) Ring Road,
- ON THE WEST** : L.R. Dag no. 563 (Part) and L.R. Dag No.425

THE SECOND SCHEDULE ABOVE REFERRED TO:

Part-I
(Said Apartment)

ALL THAT the Apartment being No. containing a carpet area of Sq. ft. be the same a little more or less, exclusive balcony area of ... sq.ft. and/or exclusive terrace area of Sq.ft. be the same a little more or less on the **Floor** of the New Building delineated and bordered in color in the typical Floor Plan being **Annexure A** hereto and pro rata common areas of _____ sq.ft. of the Project known as **BENCHMARK ASPIRE** presently under construction Together with the **Said Share** Together with a Covered Car parking Space being No. **OR** Together with Right to park in Open/mechanical Car Parking Space being No. ... delineated and bordered in color in the typical Floor Plan being **Annexure B** hereto together with right to enjoy the Common Areas, Common Facilities and Amenities more fully and particularly mentioned and described in the **Third Schedule** hereunder written to be used in common with the other Allottee(s).

Part-II

(SPECIFICATIONS)

LIVING / DINING ROOM AREA:

- Flooring Vitrified Tiles. DC (600mmx600mm)
- Wall Wall Putty/POP
- Ceiling Wall Putty/POP
- Main Door Sal wood frame with flush door.
- Balcony Doors Aluminium sliding door with full glazing.
- Window's / Glazing Aluminium frame with openable & fix combination.
- Electrical Modular (Schneider/Havells/Anchor of equivalent make) switches with Copper Wiring.

MASTER BED ROOM

- Flooring Designer Vitrified Tiles.
- Wall Wall Putty/POP
- Ceiling Wall Putty/POP
- Internal Doors Flush door with Sal wood frames.
- Window's / Glazing Aluminium frame with openable & fix combination.
- Electrical Modular (Schneider/Havells/Anchor of equivalent make) switches with Copper Wiring.

BED ROOMS

- Flooring Vitrified Tiles.
- Wall Wall Putty /POP
- Ceiling Wall Putty/POP
- Internal Doors Flush door with Sal wood frames.
- Window's / Glazing Aluminium frame with openable & fix combination.
- Electrical Modular (Schneider/Havells/Anchor of equivalent make) switches with Copper Wiring.

BALCONY

- Flooring Anti Skid Tiles.
- Wall External grade paint finish
- Ceiling External grade paint finish
- Door Aluminium frame sliding doors.
- Railing MS Railing.

UTILITY BALCONY

- Flooring Anti Skid Tiles.
- Wall External grade paint finish
- Ceiling External grade paint finish
- Door Aluminium frame openable doors.
- Railing MS Railing.
- Plumbing provision for washing machine outlet and inlet

KITCHEN

- Flooring Anti Skid Ceramic Tiles.
- Wall dado Ceramic Tiles up to 2 feet height above kitchen counter.
- Ceiling Wall putty/POP
- Counter Granite Slab.
- Plumbing Hot & cold water line provisions.
- Provision for water purifier.
- Window's Aluminium frame with openable & combination.
- Electrical Modular (Schneider/Havells/Anchor or equivalent make) switches with Copper Wiring.

TOILETS

- Flooring Anti Skid Ceramic Tiles.
- Wall dado Ceramic Tiles up to door Lintel height.
- Ceiling Wall putty/POP
- Door Sal wood frames with flush door.
- Sanitary ware Jaquar or equivalent brand.
- Window's Aluminium
- CP Fittings Jaquar or equivalent brand.

STRUCTURE

- R.C.C. frame structure
- External Finish: Blending of water proof acrylic base paint /weather proof paint
- External wall : AAC blocks / Concreate
- Internal walls : AAC Blocks.
- Staircase railing made of MS paint finish.

LOBBY & STAIRCASE

- Lobby : Premium Vetrifird Floor
- Staircase : KOTA/IPS Flooring

ELECTRICAL & NETWORKING SYSTEMS

- Transformer.
- 100% DG back up for lighting and fans in flats, Lifts and utilities in common areas.
- Provision for High wall split type Air Conditioners.
- Copper wire & Modular Switches- Schneider/Havells/Anchor or equivalent
- Provision of Hi-wall split outdoor unit platforms and AC points in bedrooms.
- Provision for TV cabling

OCCUPATIONAL HEALTH & COMFORT

- Low VOC Paints used.
- Roof tiles with high solar reflective index.
- Building orientation planned for ample natural light & ventilation.
- Urban farming (potted) provided in each balcony.

THE THIRD SCHEDULE ABOVE REFERRED TO:

PART-I

(Club House)

- Swimming pool with sun deck and kids pool.

- Changing rooms for ladies & gents.
- Multipurpose games room comprising of Carrom, Billiards/Pool, Table Tennis.
- AC Gymnasium with high end fitness station/ equipment's.
- AC Banquet with dedicated kitchen.
- Additional service staircase.
- Library with reading corner & study/ tuition area.
- Elderly reading area.
- Terrace with multipurpose turf play court.
- Open Badminton Court
- Indoor Kids Play Area
- TV Lounge
- Yoga & Meditation Deck
- Barbeque Terrace
- Star gazing equipment at club terrace

PART-II

(Common Areas, Facilities and Amenities)

- Entire Club House as described in Part-I of this Schedule;
- Kids outdoor corner in landscape zone.
- Outdoor Adda Zone.
- Sculpture in landscape spaces.
- Security guard room
- World class landscaping
- Exclusive club area car parking
- 24x7 Security
- CCTV Surveillance
- Common service toilet at ground floor
- Grand entrance lobby with double height
- Provision for wifi
- Intercom line
- 24hrs Lift Back Up
- Visitor's car parking facilities.
- Elevators (15 Passenger and 10 Passenger elevators along with additional 6 passenger dedicated fire emergency lift- High speed automatic lift of Otis / Kone or equivalent make)

- **Fire Safety (As per WBFS Norms):**

- i. Fire rated door provided at fire escape staircases.
- ii. Fire sprinkler system provided in all habitable rooms and common areas.
- iii. Addressable fire detection system.
- iv. Fire Hydrant systems in common areas.
- v. Manual call points with hooters in common areas.

- **Security Systems:**

- i. IP-Based CCTV surveillance at strategic locations.
- ii. Security Cabin at premises entry gate.

- **Water Supply & Plumbing:**

- i. Water treatment plant.
- ii. Underground Tank for fire and domestic use.
- iii. Overhead tank.

GREEN FEATURES

- **Energy Conservation:**

- i. Electric vehicle charging point.
- ii. Energy efficient lights in common areas.
- iii. Solar based common area light

- **Water Conservation:**

- i. Dual flushing system.
- ii. Recycled water for gardening and flushing.
- iii. Water efficient fixtures.
- iv. Water treatment plant.
- v. Water monitoring system.
- vi. Ground water recharge.

- **Solid Waste Management:**

- i. Sewage treatment plant.
- ii. Segregation of waste.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(COMMON EXPENSES)

Upgradation of fixtures and fittings: If any buyer's request, any improved specifications of construction, any internal change made in the layout and/or upgradation of fixtures and fittings of any Apartment over and above the Specifications described.

Maintenance Charges: All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure, gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the New Building and enjoyed or used by the Allottee(s) in common with other occupiers or serving more than one Apartment and main entrance and exit gates, landings and staircases of the New Building and enjoyed by the Allottee(s) or used by him/her in common as aforesaid and the boundary walls, compounds etc. of the New Building. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the New Building so enjoyed or used by the Allottee(s) in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.

Formation of Association: Rs. _____/- (Rupees _____ only) per Apartment.

Taxes: Deposits towards Municipal rates and taxes, etc. and G.S.T. or any other tax and imposition levied by the State Government, Central Government or any other authority or body payable on the transfer of the Owners' Allocation by the Promoter to Owners shall be paid by the Owners.

Transformer and allied installation: Obtaining HT/LT electricity supply from the supply agency through transformers and allied equipments.

Electricity Meter: Security deposit and all other billed charges of the supply agency for providing electricity meter to the New Building, at actual.

Generator: Rs. _____/- (Rupees _____ only) per KVA load required by each Apartment.

Operational: All expenses for running and operating all machinery, equipments and installations comprised in the common areas and installations

(including lift, water pump with Motor, Generator etc.) and also the costs of repairing, renovating and replacing the same.

Staff: The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, clerk, sweepers, liftman etc.) including their bonus and other emoluments and benefits.

Insurance: Insurance premium for insurance of the New Building and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).

Common Utilities: Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.

Reserves: Creation of funds for replacement of funds for replacement, renovation and/or other periodic expenses.

Other: All other expenses and/or outgoings including litigation expenses as are incurred by the Promoter and/or the Association for the common purposes.

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

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

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

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

WITNESSES:

1. Signature:

Name _____

Address _____

2. Signature:

Name _____

Address _____

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

MEMO OF CONSIDERATION

Apartment Consideration (A)			
CHEQUE NO.	DATE	BANK, BRANCH	AMOUNT (RS.)
Add: TDS under Section 194 - IA of Income Tax Act, 1961 (B)			
CHALLAN NO.	DATE	BSR CODE	AMOUNT (RS.)

Total			
Total (A+B)			
Less: Service Tax (C)			
Total [(A+B)-C]			_____

(RUPEES _____ ONLY)

Signature of the Promoter

WITNESSES :

- 1.
- 2.

DATED THIS DAY OF 2020
#####

BETWEEN

BENCHMARK PROMOTERS & ORS.
... OWNERS

- A N D -

BENCHMARK PROMOTERS
... PROMOTER

- A N D -

.....

..... **PURCHASER(S)**

DEED OF CONVEYANCE
(Benchmark Aspire)

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