# **CONVEYANCE DEED**

THIS DEED executed on this ----- day of ----- , 20-----.

# By and Between

(1) LEISURE STOCKIST PRIVATE LIMITED, (CIN No. U52190WB2011PTC159549), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at Executive Palace, CA-16/2A, Rail Pukur Road, Flat No- 403, P.O.- Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN:AABCL9674R), (2) RHYTHM VINIMAY PRIVATE LIMITED, (CIN No. U52190WB2011PTC159552), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at Executive Palace, CA-16/2A, Rail Pukur Road, Room No- 403, P.O.- Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN:AAFCR1750C), (3) STARWIN TRADE-LINK PRIVATE LIMITED, (CIN No. U52190WB2011PTC158448), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, P.O.-Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN:AAPCS3331L), (4) SENSATION MERCHANTS PRIVATE LIMITED, (CIN No. U52190WB2011PTC158447), a Company

(incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, P.O.-Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN:AAPCS3333J), (5) REALTIME TRADECOM PRIVATE LIMITED, (CIN No. U52190WB2011PTC158451), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, P.O.-Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN:AAFCR1318A), (6) PARASMANI VINIMAY PRIVATE LIMITED, (CIN No. U52190WB2011PTC158450), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, P.O.-Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN:AAFCP8458B), (7) IMPRESSION MERCHANTS PRIVATE LIMITED, (CIN No. U52190WB2011PTC158449), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, P.O.- Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN:AACCI5244B), (8) NIFTY MARKETING PRIVATE LIMITED, (CIN No. U51909WB2010PTC155912), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, P.O.-Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN:AADCN4716G), (9) **DHANRISHI MERCHANDISE PRIVATE LIMITED**, U51909WB2010PTC155959), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, P.O.-Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, SIDHANT VINTRADE PRIVATE LIMITED, (PAN:AADCD6606R), (10)U51909WB2010PTC155957), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at -9/28, Ground Floor, Shastri Bagan, P.O.-Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN:AAPCS1207D), RELAX RETAILS **PRIVATE** (11)LIMITED, U52190WB2011PTC159524), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at Executive Palace, CA-16/2A, Rail Pukur Road, Room No- 403, P.O.- Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN:AAFCR1749D), (12) SOLTY MERCANTILE PRIVATE LIMITED, (CIN No. U51909WB2010PTC155913), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, P.O.-Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN:AAPCS1203H), (13)LUCKY RETAILS PRIVATE (CIN No. U52190WB2011PTC159551), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, P.O.-Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, SPICE DEALCOMM PRIVATE (PAN:AABCL9680K), (14)No. U51909WB2010PTC155914), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, P.O.- Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, VINIMAY PRIVATE LIMITED, (PAN:AAPCS1202G), (15)RADISON No. U51909WB2010PTC155702), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, P.O.-Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN:AAFCR0587D), RICHNESS VINIMAY PRIVATE LIMITED, (16)U52190WB2011PTC165961), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at Executive Palace, CA-16/2A, Rail Pukur Road, Room No- 403, P.O.- Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN:AAFCR4254D), (17) PROSPERITY MARCOM PRIVATE LIMITED, (CIN No. U52190WB2011PTC165978), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at Holding No.-AS/96/216/08, 1st Floor, Ramkrishna pally, Mondalganthi, VIP Road, P.O.-Airport, P.S.-Baguiati, Kolkata-700 052, (PAN:AAGCP1518D), (18) PRIMEROSE STOCKIST PRIVATE LIMITED, (CIN No. U52190WB2011PTC165954), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at Holding No.-AS/96/216/08, 1st Floor, Ramkrishna pally, Mondalganthi, VIP Road, P.O.-Airport, P.S.- Baguiati, Kolkata-700 052, (PAN:AAGCP1522R), (19) AKANSHA MARKETING PRIVATE LIMITED, (CIN No. U52190WB2011PTC165958), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at Executive Palace, CA-16/2A, Rail Pukur Road, Room No- 403, P.O.-Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN:AAJCA7382B), (20) ALORAN VINIMAY PRIVATE LIMITED, (CIN No. U52190WB2011PTC163898), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at Holding No.-AS/96/216/08, 1st Floor, Ramkrishnapally, Mondalganthi, VIP Road, P.O.-Airport, P.S.-Baguiati, Kolkata-700 052, (PAN:AAJCA6421H), (21) SEAMARINE VANIJYA PRIVATE LIMITED, (CIN No. U74999WB2011PTC162568), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, P.O.-Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN:AAPCS7895H), (22) DHANSHREE TRADE-LINK PRIVATE LIMITED, (CIN No. U74999WB2011PTC162581), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, P.O.-Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN:AADCD8331K), (23) **SEAMARINE VINTRADE PRIVATE LIMITED**, (CIN No. U74999WB2011PTC162542), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, P.O.-Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN:AAPCS7897F), (24) **REALPOINT MARKETING PRIVATE LIMITED**, (CIN No. U52190WB2011PTC163919), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at Executive Palace, CA-16/2A, Rail Pukur Road, Room No- 403, P.O.- Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN:AAFCR3734G), (25) SPRINGEL RETAILS PRIVATE LIMITED, (CIN No. U52190WB2011PTC165982), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at Holding No.-AS/96/216/08, 1st Floor, Ramkrishnapally, Mondalganthi, VIP Road, P.O.-Airport, P.S.-

Baguiati, Kolkata-700 052, (PAN:AAQCS2149P), (26) STARLINK RETAILS PRIVATE LIMITED, (CIN No. U52190WB2011PTC165957), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at Executive Palace, CA-16/2A, Rail Pukur Road, Room No- 403, P.O.- Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN:AAQCS2150N), (27) REALIZE TRADE-LINK PRIVATE LIMITED, (CIN No. U52190WB2011PTC163893), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at Executive Palace, CA-16/2A, Rail Pukur Road, Room No- 403, P.O.- Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN:AAFCR3733B), (28) SANJEEVANI MARCOM PRIVATE LIMITED, (CIN No. U52190WB2011PTC163917), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, P.O.-Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN:AAQCS0588N), (29) GODHULI COMMOTRADE PRIVATE LIMITED, (CIN No. U51909WB2010PTC155693), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, P.O.-Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN:AAECG0521H), (30) GREEN CONBUILD PRIVATE LIMITED, (CIN No. U45400WB2007PTC116921), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, P.O.-Shastri Bagan, Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, LIMITED, GREEN DEVCON PRIVATE (PAN:AACCG8918L), (31)U45400WB2007PTC116924), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, P.O.-Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN:AACCG8920E), (32) DHANSHREE COMMOTRADE PRIVATE LIMITED, (CIN No. U74999WB2011PTC162562), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, P.O.-Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN:AADCD8328C), (33) **DHANSHREE COMMOSALE PRIVATE LIMITED**, U74999WB2011PTC162585), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at Executive Palace, CA-16/2A, Rail Pukur Road, Room No- 403, P.O.- Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN:AADCD8326N), (34) DHANSHREE DEALTRADE PRIVATE LIMITED, (CIN No. U74999WB2011PTC162582), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at Holding No.-AS/96/216/08, 1st Floor, Ramkrishnapally, Mondalganthi, VIP Road, P.O.-Airport, P.S.-Baguiati, Kolkata-700 052, (PAN:AADCD8332L), (35) SEAMARINE VINIMAY PRIVATE LIMITED, (CIN No. U74999WB2011PTC162549), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, P.O.-Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN:AAPCS7894G), (36) DHANSHREE COMMERCIAL PRIVATE LIMITED, (CIN No. U74999WB2011PTC162561), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at Holding

No.-AS/96/216/08, 1st Floor, Ramkrishnapally, Mondalganthi, VIP Road, P.O.-Airport, P.S.-Baguiati, Kolkata-700 052, (PAN:AADCD8329D), (37) DHANSHREE DEALCOM PRIVATE LIMITED, (CIN No. U74999WB2011PTC162583), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, P.O.-Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN:AADCD8327P), (38) **SEAMARINE TRADECOM PRIVATE LIMITED**, (CIN No. U74999WB2011PTC162539), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, P.O.-Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN:AADCD8327P), (39) **SEAMARINE DISTRIBUTORS PRIVATE LIMITED**, (CIN No. U74999WB2011PTC162569), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, P.O.-Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN:AAPCS7900K), (40) <u>RAVIKIRAN COMMOTRADE PRIVATE LIMITED</u>, (CIN No. U52190WB2011PTC163907), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at Holding No.-AS/96/216/08, 1st Floor, Ramkrishnapally, Mondalganthi, VIP Road, P.O.-Airport, P.S.-Baguiati, Kolkata-700 052, (PAN:AAFCR3728J), (41) BAUL BUILDCON PRIVATE LIMITED, (CIN No. U45200WB2007PTC114320), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, ShastriBagan, Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN:AADCB1223G), (42)MANSION PRIVATE LIMITED, (CIN No. GREEN U45400WB2007PTC116926), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN:AACCG8916E), EXCEPTIONAL VINCOM PRIVATE LIMITED, (43)(CIN No. U52190WB2011PTC163909), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at Holding No.-AS/96/216/08, 1st Floor, Ramkrishnapally, Mondalganthi, VIP Road, P.O.-Airport, P.S.-Baguiati, Kolkata-700 052, (PAN:AACCE7615A), (44) SEAMARINE SUPPLIERS PRIVATE LIMITED, (CIN No. U74999WB2011PTC162541), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at Holding No.-AS/96/216/08, 1st Floor, Ramkrishnapally, Mondalganthi, VIP Road, P.O.-Airport, P.S.-Baguiati, Kolkata-700 052, (PAN:AAPCS7902M), (45) DISHARI TRADE-LINK PRIVATE LIMITED, (CIN No. U52190WB2011PTC163895), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at Holding No.-AS/96/216/08, 1st Floor, Ramkrishnapally, Mondalganthi, VIP Road, P.O.-Airport, P.S.-Baguiati, Kolkata-700 052, (PAN:AADCD9014F), (46) PLANET MARCOM PRIVATE LIMITED, (CIN No. U52190WB2011PTC159550), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at Executive Palace, CA-16/2A, Rail Pukur Road, Room No- 403, P.O.-Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN:AAFCP8932J), (47) SEAMARINE SALES PRIVATE LIMITED, (CIN No. U74999WB2011PTC162540), a Company (incorporated under the

provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at Executive Palace, CA-16/2A, Rail Pukur Road, Room No- 403, P.O.-Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN:AAPCS7898L), (48) VISTA TOWERS PRIVATE LIMITED, (CIN No. U45200WB2007PTC116922), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, P.O.-Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN:AACCV5098A), (49) MONOPOLY ENCLAVE PRIVATE LIMITED, (CIN No. U45400WB2007PTC115922), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, P.O.-Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN:AAFCM1462L), (50) MELODY ENCLAVE PRIVATE LIMITED, (CIN No. U45400WB2007PTC115917), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, P.O.-Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN:AAFCM1502R), (51) LOHARUKA DEVELOPERS PRIVATE LIMITED, U45400WB2007PTC116928), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, P.O.-Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (52)SEAMARINE VINCOM PRIVATE LIMITED, (PAN:AABCL3351M), (CIN U74999WB2011PTC162538), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, P.O.-Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, **TOWERS** PRIVATE (PAN:AAPCS7901J), (53)GREEN No. U45400WB2007PTC116927), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN:AACCG8917F), (54) MOHENJADARO ESTATE PRIVATE LIMITED, U45400WB2007PTC114885), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, STYLISH VANIJYA PRIVATE (PAN:AAFCM0552M), (55)No. U51109WB2007PTC115157), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN:AALCS0125J), (56)DHANSHREE VINTRADE PRIVATE LIMITED, No. U74999WB2011PTC162543), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, P.O.-Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, GREEN PROMOTERS PRIVATE LIMITED, (PAN:AADCD8330J), (57)No. U45400WB2007PTC116925), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, P.O.-Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN:AACCG8919M), (58) SARBANI PROPERTIES PRIVATE LIMITED, No. U45200WB2006PTC112322), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN:AAKCS8129B), (59)CAPRICON **ENCLAVE** PRIVATE LIMITED, U45400WB2007PTC115590), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Floor, ShastriBagan, Deshbandhu Nagar, P.S. Baguiati, (PAN:AADCC1182B), (60) ANNAPURNA APARTMENTS PRIVATE LIMITED, (CIN No. U45200WB2007PTC114403), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, **DURGAVATI PROMOTERS PRIVATE LIMITED,** (PAN:AAGCA4564L), (61) (CIN No. U45200WB2007PTC114402), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN:AACCD6239M), (62) **SRIRAM COMMOTRADE PRIVATE LIMITED**, U51109WB2007PTC118115), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, P.O.-Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN:AALCS9616A), (63) SHUBHAM PROMOTERS PRIVATE LIMITED, U45400WB2007PTC114628), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN:AAKCS9286P), (64)ACCORD **ENCLAVE** PRIVATE LIMITED, U45400WB2007PTC115920), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Ground Floor, Shastri Bagan, Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (PAN:AAGCA4267L), all represented by their common Constituted Attorney Aina Commercial Private Limited, [through its Authorised signatory (Mr.) -----, (Aadhar No. -----, -----, son of -----, presently residing at -------], duly appointed vide Power of Attorney dated dated 16th October, 2020, registered with Additional District Sub-Registrar, Rajarhat, recorded in Book-I, Volume No. 1523-2020, Pages 288381 to 288464, Being No. 152307233 for the year 2020, hereinafter, jointly and/or collectively, referred to as the "VENDORS/OWNERS" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective successors-in-interest and/or assigns) of the **FIRST PART**:

#### **AND**

, presently residing at,
), duly authorized vide board resolution dated, hereinafter referred to as the "PROMOTER" (which expression shall unless repugnant to the context or meaning thereof be
deemed to mean and include its successors-in-interest, and permitted assigns) of the <b>SECOND PART</b> :
AND
[If the Purchaser is an Individual]
(1) Mr. / (Mrs.) (Aadhaar No) son/daughter /wife of aged about Years, residing at
(PAN:), and (2) (Mrs.) (Aadhaar No) son of
) hereinafter, jointly and/or collectively, called the "PURCHASER" (which
expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his hearthair respective heirs, executors, administrators, successors in interest, and
include his/her/their respective heirs, executors, administrators, successors-in-interest and permitted assigns) of the <b>THIRD PART</b> :
[OR]
[If the Purchaser 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
duly authorized vide hereinafter referred to as the "PURCHASER" (which expression shall
unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, 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:
[OR]
[If the Purchaser is a HUF]
Mr (Aadhaar No) son

hereinafter referred to as the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being

of the said HUF, and their respective heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**:

The Vendors, the Promoter and the Purchaser shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

#### I. WHEREAS:

- A. Unless, in these presents, there be something contrary or repugnant to the subject or context, the terms/expressions mentioned in <u>Schedule-A-2</u> hereto shall have the meaning assigned to them as therein mentioned.
- B. The Vendors are the full and lawful owners of a plot of land, i.e. <u>All That</u> the piece and parcel of the land containing an area of 7.0788 Acres, more or less, situate lying at Mouza- Rekjoani, J.L. No.13, and comprised in various Dags, recorded in various Khatians, under Police Station— Rajarhat, within the limit of Rajarhat Bishnupur 1 No. Gram Panchayat, District- North 24-Parganas, more fully described in the <u>Schedule-A</u> ("<u>Said Land</u>") owned and acquired vide sale deed(s) and other chain of title as mentioned in **Schedule A-1** hereto.
- C. The Vendors and the Promoter have entered into a joint development agreement dated dated 16 October, 2020 registered with Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2020, Pages 288465 to 288558, Being No. 152307209 for the year 2020. By and in terms of the said joint Development Agreement, the Owners have irrevocably permitted and granted exclusive right to the Promoter to develop the said Land by constructing a residential project comprising multistoried apartment buildings, named as <a href="LOHARUKA URBAN VISTA">LOHARUKA URBAN VISTA</a> ("Project"), for mutual benefit and on the terms and conditions, therein contained.
- D. The Sanctioned Plan and/or approvals for the Project and also for the apartments and buildings, has been sanctioned by the Rajarhat Bishnupur 1 No. Gram Panchayat and/or the Competent Authority.
- E. The Promoter has registered the Block-1, Block-2, Block-3 and Multi-Level Car Parking Block of the Project (being <u>Loharuka Urban Vista, Phase-I</u>) under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority on ------- vide registration No. HIRA/------

F.	By an Agree	ement for Sale dated	("Agreei	ment"), the Pro	moter and the
	Vendors (as	Owners thereunder) agree	ed to sell to	the Purchaser	(as <b>Purchase</b> r
	thereunder)	and the Purchaser agreed to	o purchase fr	om them <u>ALL T</u> I	<u>HAT</u> Apartment
	No	having Carpet Area o	of	square feet, on	floor in
	[tower/block	k/building] no	("Buildin	g") along with -	number
	parking as p	ermissible under the applical	ole law and o	f pro rata share	in the common

areas ("Common Areas") as defined under clause (m) of section 2 of the Act (collectively "Designated Apartment") more particularly described in Schedule- B herein and the floor plan of the Designated Apartment is annexed hereto and marked as Schedule- C, on the terms and conditions mentioned in the Agreement, which stands modified and/or superseded, by these presents.

- G. The construction of the Loharuka Urban Vista (Phase-I) is completed in all respect and with all specifications, as agreed by the Promoter. The Purchaser has measured/verified the Carpet Area of the Apartment and has also inspected the Car Parking Space allocated to him and only after fully satisfying himself with regard thereto the Purchaser has taken the vacant, peaceful and physical possession of the Designated Apartment on ------ (Date of Possession). At or before the execution hereof, the Purchaser has fully satisfied himself/ themselves with regard to the specifications, workmanship, materials used in construction, quality of fixtures and fittings installed, amenities and facilities provided in the apartment and/or the Common Areas of the Loharuka Urban Green (Phase-I), including the structural stability of the same.
- H. The Promoter has duly complied with its obligations contained in the Agreement and is not in default of its obligations therein, which the Purchaser doth hereby confirm, and similarly the Promoter hereby confirms that the Purchaser has made full payment of the Total Price to the Promoter.
- I. The Parties have gone through all the terms and conditions set out in this Deed (including the <u>Schedules</u> herein) and understood the mutual rights and obligations detailed herein.
- J. The Purchaser has now requested the Promoter to convey the said Designated Apartment in favour of the Purchaser. The Vendors have agreed to join in as party to this deed.
- II. NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in pursuance of the said agreement and in consideration of the sum of Rs.\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_) only paid by the Purchaser to the Promoter and the Vendors (through the Promoter), at or before the execution hereof (the receipt whereof the Vendors and the Promoter do hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and which sum includes the reimbursement of the consideration paid by the Promoter to the Vendors to the extent apportioned towards the proportionate share in the Land attributable to the Designated Apartment and of and from the payment of the same and every part thereof the Vendors and the Promoter do hereby forever release discharge and acquit the Purchaser and the Designated Apartment and its appurtenances) the Promoter and the Vendors do hereby sell and transfer unto and to the Purchaser their respective

entitlements in <u>ALL THAT</u> the Designated Apartment being the \_\_\_\_\_\_, more fully and particularly mentioned and described' in <u>Schedule-B</u> hereto <u>AND TOGETHER WITH</u> right to use the Common Areas in common with the Vendors and Promoter and other persons permitted by them <u>AND</u> reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the Designated Apartment <u>AND</u> all the estate right title interest property claim and demand whatsoever of the Promoter and the Vendors into or upon the Designated Apartment <u>TO HAVE AND TO HOLD</u> the Designated Apartment unto and to the use of the Purchaser absolutely and forever <u>TOGETHER WITH AND/OR SUBJECT TO</u> the easements, quasi-easements and other stipulations and provisions in favour of the Purchaser and the Promoter/Vendors as are set out in the <u>Schedule- D</u> hereto <u>AND SUBJECT TO</u> the covenants, terms and conditions as contained in Clause V and in the Schedules hereto and on the part of the Purchaser to be observed, fulfilled and performed.

# IV. THE VENDORS AND THE PROMOTER DO HEREBY COVENANT WITH THE PURCHASER as follows:-

- (a) The interest which the Vendors and the Promoter do hereby profess to transfer subsists and that they have good right full power and absolute authority to grant, sell, convey transfer, assign and assure unto and to the use of the Purchaser, the Designated Apartment in the manner aforesaid.
- (b) It shall be lawful for the Purchaser, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the other provisions hereof, to hold use and enjoy the Designated Apartment and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Vendors and the Promoter or any person or persons claiming through under or in trust for the Vendors and the Promoter AND freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever created or made by the Vendors and the Promoter save only those as are expressly mentioned herein.
- (c) The Vendors and the Promoter shall from time to time and at all times hereafter upon every reasonable request and at all the costs of the Purchaser make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the Designated Apartment hereby sold and transferred unto and to the Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser.
- (d) Till such time the title deeds in connection with the said Land are not handed over to the Association, the Vendors and the Promoter, as the case may be, unless prevented by fire or some other irresistible force or accident shall upon

reasonable request and at the costs of the Purchaser produce or cause to be produced to the Purchaser such title deeds and also shall at the like request and costs of the Purchaser deliver to the Purchaser such attested or other copies or extracts therefrom as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the same safe un-obliterated and un-cancelled.

# V. THE PURCHASER DOTH HEREBY COVENANT WITH THE PROMOTER AND THE VENDORS as follows:-

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

# VI. <u>IT IS HEREBY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES HERETO as</u> <u>follows</u>:-

- 1. The Promoter agrees and acknowledges the Purchaser shall have the right to the Designated Apartment as mentioned below.
  - (i) The Purchaser shall have exclusive ownership of the Designated Apartment.
  - (ii) The Purchaser shall use the Designated Apartment, exclusively and the Common Areas, Amenities and Facilities commonly with other co-owners without causing any inconvenience or hindrance to them, Subject to the observance, fulfillment and performance of the terms and conditions of this Deed, as also the "House Rules", as stipulated in **Schedule E-1** hereto.
  - (iii) Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that if at any time, under the provisions of applicable laws, the Common Areas and Installations and/or the land comprised in the said Premises or any part / phase / sub-phase thereof are required and to be transferred to the Association / Maintenance Company etc., then the Promoter and/or the Land Owners, as per their respective entitlements, shall be entitled to do so and the Purchaser shall do all acts deeds and things and sign execute and deliver all papers documents etc., as be required therefor and if any stamp duty, registration fee, Legal fees, other expenses, etc., is payable therefor, then the same shall be borne paid and discharged by the Purchasers / Unit Holders (including the Purchasers herein) proportionately and the Promoter and/or the Land Owners shall not be liable therefor in any manner and the Purchaser and the other Purchasers / Unit

Holders shall keep the Promoter and the Land Owners fully indemnified with regard thereto;

SINGLE UNIT: The Purchaser agrees that the Designated Apartment along with \_\_\_\_\_ parking, if any shall be treated as a single indivisible unit for all purposes.

- 2. COMPLIANCE OF LAWS RELATING TO REMITTANCES: The Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. The Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India; he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoter and Vendors accepts no responsibility in regard to matters specified in this para above. The Purchaser shall keep the Promoter and Vendors fully indemnified and harmless in this regard.
- 3. PAST OUTGOINGS: The Purchaser and the Association acknowledges, accepts and confirms that the Promoter has already paid all outgoings before transferring the physical possession of the Designated Apartment to the Purchaser, which it has collected from the Purchaser, for the payment of outgoings (including those mentioned in this Deed), to the satisfaction of the Purchaser and further the Promoter has duly paid the governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, and other outgoings, whatsoever, payable with respect to the Project, to the competent Authorities till the period it was required to do and they hereby acquit and discharge the Promoter from any further obligation or liability in this behalf.
- 3.1 <u>MAINTENANCE OF THE BUILDING / APARTMENT / PROJECT</u>: The Association shall be responsible to provide and maintain services relating to Common Area and installations, Amenities and Facilities in the Project. The cost and expenses of such maintenance, i.e. Common Expenses more fully defined in <u>Schedule-E-2</u>, shall be payable by the Purchaser separately to the Association.
  - It is agreed and clarified that the Association of purchasers has already been formed and the same is now in charge of the Common Areas and Installations, Amenities and Facilities provided in the **LOHARUKA URBAN VISTA (Phase-I)**, and the Promoter or the Vendors shall not be held liable therefore in any manner whatsoever.
- 4. <u>RIGHT TO ENTER THE APARTMENT FOR REPAIRS</u>: The Promoter/ Association/ maintenance agency shall have right of unrestricted access of all Common Areas, garages/ covered parking and parking spaces for providing necessary maintenance

services and the Purchaser agrees to permit the Promoter and/or Association and/or maintenance agency to enter into the Designated Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

5. <u>USE OF SERVICE AREAS</u>: The service areas, if any located within the Project shall be ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, firefighting pumps and equipments etc. and other permitted uses as per the sanctioned plans. The Purchaser shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Association for rendering maintenance services.

## 6. **COMPLIANCE WITH RESPECT TO THE APARTMENT**:

- The Purchaser shall with effect from the <u>Date of Possession</u>, be solely responsible to comply with the <u>House Rules</u>, as per <u>SCHEDULE-E-1</u> hereto and maintain the Designated Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Designated Apartment, or the common areas including staircases, lifts, common passages, corridors, circulation areas, atrium (if any) or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Designated Apartment and keep the Designated Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- The Purchaser further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchaser shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser shall not store any hazardous or combustible goods in the Designated Apartment or place any heavy material in the common passages or staircase of the Building. The Purchaser shall also not remove any wall including the outer and load bearing wall of the Designated Apartment.
- 6.3 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association and/or maintenance agency appointed by Association. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

- 6.4 The Purchaser shall within 3 (three) months of completion of sale, apply for and obtain at his/her/their own costs and expenses, separate assessment and mutation of the Designated Apartment in the records of concerned authorities.
- 6.5 The Purchaser accepts the full knowledge of all laws, rules, regulations, notifications applicable to the Project.
- ADDITIONAL CONSTRUCTIONS: The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the LOHARUKA URBAN VISTA (phase-I), after the building plan, layout plan, sanction/modified plan and specifications has been approved by the competent authorities and/or disclosed, except for as provided in the Act. In this regard, the Purchaser agrees and accepts that in case at any time after execution hereof there arises any possibility of any additional structure/construction being carried out at the LOHARUKA URBAN VISTA (phase-I), owing to change of laws/rules or relaxation of rules, the Promoter shall have the exclusive rights and benefits in respect of all or any such additional structure/construction and related addition or alteration that may be available at any time in future at or for the Project Provided that the Promoter shall make any such additional construction upon obtaining approval of plans by the Rajarhat Bishnupur 1 No. Gram Panchayat and/or the competent authorities and upon complying with the applicable provisions of the Act and/or Rules.

#### 8. MISCLLANIOUS DISCLOSURES AND NESSESARY TERMS:

- (i) The Project contains open and covered parking spaces as per the sanctioned plan ("Car Parking Areas"). In addition, the Project also contain open spaces which are not forming part of the Common Areas, Amenities and Facilities, as mentioned in the Schedule- E and which can be used for parking as "Open Parking Areas". For a regulated and disciplined use of these spaces, the Promoter has reserved rights to allot parking rights in these Open Parking Areas exclusively to the Purchasers who need the same and apply for the same with preference being given by the Promoter to those Purchasers who do not otherwise have parking space in the Project. The Purchaser agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Promoter in respect of the Open Parking Areas to any other Purchaser, nor to disturb the use of the allotted parking space by the concerned Purchaser.
- (ii) The Promoter intends to make additions and alterations to the Building Plans without affecting the Designated Apartment or reducing the Common Areas, Amenities and Facilities mentioned in <u>Schedule-E</u>. The Promoter shall take consent of the Purchaser at the appropriate time, if and to the extent required under the Act.

- (iii) The unsold apartments at the Project shall enjoy a waiver in respect of the Maintenance Charges for a period of sixty months from the date of the Completion Certificate or the Occupation Certificate, as the case may be.
- (iv) The power backup from the common Generator in the Loharuka Urban Vista (Phase-I) shall be commenced only upon fifty percent of the co-owners (other than the Vendors or the Promoter) taking possession of their respective Units in the Project and not before and the Purchaser, in case it takes possession of the Designated Apartment before the said time period stipulated for commencement of power backup from common Generator, shall not raise any objection, dispute or claim in this behalf. The Promoter shall have the discretion to reduce or waive the said requirement of minimum percentage of occupancy at any time.
- (v) The Project shall bear the name "<u>LOHARUKA URBAN VISTA</u>". The name of the Project cannot be changed unless permitted by the Promoter in writing and it shall not be necessary for the Promoter to grant any such permission.
- 9. <u>ENTIRE CONTRACT</u>: This Deed, along with its schedules, shall henceforth constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Designated Apartment.
- 10. PROVISIONS OF THIS DEED APPLICABLE ON PURCHASER/ SUBSEQUENT BUYERS/
  TRANSFEREES: It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Designated Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent buyer/transferee of the Designated Apartment, in case of a transfer, as the said obligations go along with the Designated Apartment for all intents and purposes.
- 11. **WAIVER NOT A LIMITATION TO ENFORCE**: Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
- 12. **SEVERABILITY**: If any provision of this Deed shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this Deed unless the same are capable of having been agreed by the parties and/or consented to by the Purchaser shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining

provisions of this Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.

- 13. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT: Wherever in this Deed it is stipulated that the Purchaser has to make payment, in common with other purchaser(s) in the Project, the same shall be the proportion which the Built-Up Area of the Apartment/Unit bears to the total Built-Up Area of all the Apartments/Unit in the Project.
- 14. <u>NOTICES</u>: That all notices to be served on the Purchaser and the Promoter as contemplated by this Deed shall be deemed to have been duly served if sent to the Purchaser or the Promoter by Registered Post at their respective addresses mentioned above. It shall be the duty of the Purchaser and the Promoter to inform each other of any change in address subsequent to the execution of this Deed in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Purchaser, as the case may be.
- 15. **GOVERNING LAW**: That the rights and obligations of the parties under or arising out of this Deed shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.
- 16. <u>DISPUTE RESOLUTION</u>: All or any disputes arising out or touching upon or in relation to the terms and conditions of this Deed, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Deed at Kolkata, in the presence of attesting witnesses, on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED	:
Vendors at Kolkata:	
Signature	
Name	
Address	

# SIGNED AND DELIVERED BY THE WITHIN NAMED: Purchaser at Kolkata: (including joint buyers) Signature \_\_\_\_\_ Name \_\_\_\_\_ Address \_\_\_\_\_ Signature \_\_\_\_\_ Name \_\_\_\_\_ Address \_\_\_\_\_ SIGNED AND DELIVERED BY THE WITHIN NAMED: Promoter at Kolkata: Signature \_\_\_\_\_ Name \_\_\_\_\_ Address \_\_\_\_\_ WITNESSES: Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Address

#### **SCHEDULE- A**

# (Said Land)

All That piece and parcel of the land containing an area of 7.0788Acres, more or less, situate and lying at Mouza- Raigachi, J.L. No.13, comprised in R.S./ L.R. Dag No. 404, 405, 406, 409, 413, 414, 415, 416, 417, 421, 423, 424, 425, 426, 427, 428, 432, 441, 442, 443, 446, 447, 448, 449, 450, 451, 454, 455, 472 and 473 recorded in L.R. Khatian Nos. 6132 to 6144, 6183, 6184, 6998 to 7005, 7103, 7373, 7374, 7375, 7399, 7534, 7705 to 7711, 7713 to 7716, 7745, 7747, 7755 to 7760, 7762, 7763, 7768, 7780, 7781, 7782, 7784, 7785, 7797, 7798, 7799, 7802, 7803, 8052, 8053 and 8054, under Police Station- Rajarhat, within the limit of Rajarhat Bishnupur 1 No. Gram Panchayat, in the District of North 24-Parganas.The said Land is butted and bounded as follows:

On the **North:** By 91 Bus Route and by R.S. Dag Nos.452, 445, 444 and 440;

On the **South:** By Rajarhat Main Road and by R.S. Dag Nos.418, 422, 420 and 407;

On the **East:** By R.S. Dag Nos.445, 432 (P), 431, 430, 429, 402 and 403;

On the **West:** By a Panchayat Road and by R.S. Dag Nos. 472, 473, 476, 477 and 414;

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

# **SCHEDULE A-1**

# (Sale deeds and other chain of title)

The **Owners** purchased various parcels of lands lying and situated at Mouza- REKJOANI, J.L. No.13, under Police Station- Rajarhat, under various deeds, all recorded in Book-I of various registry office, details whereof are as follows:

SI. No.	Deed No.	Deed dated	Registered at	Name of Seller in the Deed	Name of Purchaser in the Deed	R.S. Dag No.	R.S. Khatian	L.R. Khatian No.	Land Area in Decimal
1	352	13.01.2011	ADSR, Bidhannagar, saltlake city	Manas Kumar Bhattacharjee	Sidhant Vintrade Pvt. Ltd.	455	<b>No.</b> 1870	4348, 4393	4.359
					Solty Mercantile Pvt. Ltd.				
2	353	13.01.2011	ADSR, Bidhannagar, saltlake city	Dwipendra Nath Bhattacharjee	Radison Vinimay Pvt. Ltd.	454	1377	4348, 4393	1.496
						455	1870	4348, 4393	2.139

3	354	13.01.2011	ADSR, Bidhannagar, saltlake city	Kalyan Kumar	Spice Dealcom Pvt. Ltd.	454	1377	4348, 4393	1.496
				Bhattacharjee		455	1870	4348, 4393	2.139
4	355	13.01.2011	ADSR, Bidhannagar, saltlake city	Bijoy Chakraborty	Sidhant Vintrade Pvt. Ltd.	455	1870	4348, 4393	3.636
					Solty Mercantile Pvt. Ltd.				
5	646	18.01.2011	ARA-II, Kolkata	Kashinath Basak	Spice Dealcom Pvt. Ltd.	416	1496, 1502	4543, 4541	0.3259
						417	1496, 1502	4543, 4541	2.979
6	648	18.01.2011	ARA-II, Kolkata	Biswanath Basak	Radison Vinimay Pvt. Ltd.	424	631	5389	3.099
7	1025	27.01.2011	ARA-II, Kolkata	Sunil Kumar Basak	Radison Vinimay Pvt. Ltd.	417	1502	4541	3.135
8	1026	27.01.2011	ARA-II, Kolkata	Alo Basak	Spice Dealcom Pvt. Ltd.	417	1502	4541	2.892
9	1053	28.01.2011	ADSR, Bidhannagar, saltlake city	Sachchidananda Sinha	Dhanrishi Merchandise Pvt. Ltd.	416	1496	4543, 4545	8.264
					Nifty Marketing Pvt. Ltd.				
10	2101	22.02.2011	ADSR, Bidhannagar, saltlake city	Bantu Shaw	Sidhant Vintrade Pvt. Ltd.	425	2710, 2711,	4906	2.892
			,	Shaw	Solty Mercantile Pvt. Ltd.		2712		
11	2530	25.02.2011	ADSR, Bidhannagar, saltlake city	Gouri Bala Ballav	Impression Merchants P. Ltd.	404		4617	3.25
			,		Parashmani Vinimay P. Ltd.	405			3.75
					Starwin Trade-Link P. Ltd. Real Time				
					Tradecom P.Ltd. Sensation				
					Merchants P.Ltd.				
12	2870	08.03.2011	ADSR, Bidhannagar, saltlake city	Sunil Kumar Mondal	Impression Merchants P.Ltd.	404		4616	2
					Parashmani Vinimay P. Ltd.				
					Starwin Trade-Link P.Ltd. Real Time				
					Tradecom P.Ltd. Sensation Merchants P.Ltd.				
13	5382	26.04.2011	ARA-II, Kolkata	Kalyan Kumar Das	Dhanrishi Merchandise P.Ltd.	432	1466	596	3.719

1		T	1	T	1	1	1	
				Nifty Marketing P.Ltd.				
5513	15.05.2011	ADSR, Bidhannagar, saltlake city	Smt. Sailabala Khan	Impression Merchants P.Ltd.	404		4616	1.25
		Surrance City		Parashmani Vinimay P. Ltd.	405			3.75
				Starwin Trade-Link				
				Real Time Tradecom P.Ltd.				
				Sensation Merchants P.Ltd.				
8068	15.07.2011	ADSR, Bidhannagar,	Biplab Pandey	Sidhant Vintrade Pvt. Ltd.	425	2710, 2711	4912, 4913	3.305
		Saluane Sity	Uday Pandey	Solty Mercantile Pvt. Ltd.		2712		
8159	18.07.2011	ADSR, Bidhannagar, saltlake city	Pratap Kumar	Sidhant Vintrade Pvt. Ltd.	425	2710, 2711	4242, 4243	2.376
			Pattanayak	Solty Mercantile Pvt. Ltd.		2712		
8894	01.08.2011	ADSR,	Soumendra Mazumder	Dhanrishi Merchandise Pyt	426	1971	1895, 4242	2.215
		saltlake city	Wazamaci	Ltd. Nifty Marketing			4243 &	
				Pvt. Ltd.			4244	
2599	29.02.2012	ADSR, Bidhannagar, saltlake city	Parimal Dey	Lucky Retails Pvt. Ltd.	424	631	586	2.479
				Relax Retails Pvt. Ltd.				
6032	16.05.2012	ADSR, Bidhannagar, saltlake city	Gopal Chandra Das	Leisure Stockist P.Ltd.	450	1417	4555, 774,	5.15
				Rhythm Vinimay P.Ltd.	451		773 & 4556	16.85
724	12.12.2012	ADSR, Rajarhat, Newtown	Dipali Paul	Lucky Retails Pvt. Ltd.	421	2409		4
				Relax Retails Pvt. Ltd.				
962	24.01.2013	ADSR, Rajarhat, Newtown	Asim Kumar Pal& 16 others	Lucky Retails Pvt. Ltd.	423	2838 to 2843	400, 4449,	6.171
				Relax Retails Pvt. Ltd.			5348, 5918, 5919 &	
							5920	
1827	13.02.2013	ADSR, Rajarhat, Newtown	Gobinda Chandra Das	Impression Merchants P.Ltd.	450	1417	4555, 774,	25.85
			Sourendra Kumar Das	Parashmani Vinimay P. Ltd.	451		773 & 4556	40.15
	8068 8159 8894 2599 6032 724	8068 15.07.2011 8159 18.07.2011 8894 01.08.2011 2599 29.02.2012 6032 16.05.2012 724 12.12.2012	Bidhannagar, saltlake city	Bidhannagar, saltlake city    8068   15.07.2011   ADSR, Bidhannagar, saltlake city   Uday Pandey	S513   15.05.2011   ADSR, Bidhannagar, saltlake city   Parashmani Vinimay P. Ltd.		S513   15.05.2011   ADSR, Bidhanagar, saltiake city   Parashmani   ADSR, Bidhanagar, saltiake city   Patanayak   Solity Mercantile   Pvt. ttd.   2712   Pvt. ttd.   2712   Pvt. ttd.   2712   Pvt. ttd.   2712   Pvt. ttd.   2714   ADSR, Bidhanagar, saltiake city   Patanayak   Solity Mercantile   Pvt. ttd.   2712   Pvt. ttd.   ADSR, Bidhanagar, saltiake city   Patanayak   Solity Mercantile   Pvt. ttd.   2712   Pvt. ttd.   ADSR, Bidhanagar, saltiake city   Patanayak   Solity Mercantile   Pvt. ttd.   ADSR, Bidhanagar, saltiake city   Patanayak   Solity Mercantile   Pvt. ttd.   ADSR, Bidhanagar, saltiake city   Patanayak   Solity Mercantile   Pvt. ttd.   ADSR, Bidhanagar, saltiake city   Patanayak   Adsamagar, saltiake city   Patanayak   ADSR, Bidhanagar, saltiake city   Patanayak   ADSR, Bidhanagar, saltiake city   Patanayak   ADSR, Bidhanagar, saltiake city   Patanayak   Patanayak   ADSR, Bidhanagar, saltiake city   Patanayak   ADSR, Bidhanagar, saltiake city   Patanayak   ADSR, Bidhanagar, saltiake city   Relax Retails Pvt.   ADSR, Bidhanagar, saltiake city   Ribythm Vinimay   ADSR, Rajarhat, Newtown   Relax Retails Pvt.   Ltd.   ADSR, Rajarhat, Newtown   ADSR, Rajarhat, Newtown	Signature   Sign

				Das	P.Ltd.				
					Real Time Tradecom				
					P.Ltd.				
					Sensation Merchants P.Ltd.				
23	1850	08.02.2013	ADSR, Rajarhat, Newtown	Srishti Dhar Ghosh	Lucky Retails Pvt. Ltd.	424	631	5389	3
				Anna Ghosh	Relax Retails Pvt. Ltd.				
24	12760	08.10.2012	ADSR, Bidhannagar, saltlake city	Tapas Lodh	Lucky Retails Pvt. Ltd.	454	1377	5386 & 5387	6.611
					Relax Retails Pvt. Ltd.				
25	668	18.01.2013	ADSR, Rajarhat, Newtown	Sachindra Nath Paul	Sidhant Vintrade Pvt. Ltd.	425	2710 to 2712	4242 & 4243	2.12
				Sudip Pal	Solty Mercantile Pvt. Ltd.	426	2710 to 2712	4242 & 4243	1.42
				Sandip Pal		427	2710 to 2712	4242 & 4243	0.66
				Hansi Pal			1		
26	4303	16.04.2013	ADSR, Rajarhat, Newtown	Parbati Sankar Gupta	Dhanrishi Merchandise Pvt. Ltd.	423		5657	3.305
					Nifty Marketing Pvt. Ltd.				
27	7076	23.06.2014	ADSR, Rajarhat, Newtown	Pronab Biswas	Spice Dealcom Pvt. Ltd.	432	1466	4610	3.719
			Newtown		Radison Vinimay Pvt. Ltd.				
28	9862	04.09.2014	ADSR, Rajarhat, Newtown	Ramesh Maheswari	Godhuli Comotrade Pvt. Ltd.	454	1377	634	9.9008
				Parameshwari Morer					
29	14429	29.12.2014	ADSR, Rajarhat, Newtown	Gouri Ballav	Spice Dealcom Pvt. Ltd.	454	1377	4348	4.37
				Sailabala Khan	Radison Vinimay P.Ltd.	417	1502	4541	5.75
30	14433	29.12.2014	ADSR, Rajarhat, Newtown	Gouri Ballav	Sidhant Vintrade P.Ltd.	455	1870	4348	12
				Sailabala Khan	Solty Mercantile P.Ltd.				
31	14032	28.12.2015	ADSR, Rajarhat, Newtown	Raju Pal	Sidhant Vintrade Pvt. Ltd.	425		4244	0.9064
				Swapna Pal	Solty Mercantile Pvt. Ltd.	426		4244	2.0088
				Sudip Pal		427		4244	0.1458

	1		ı	Sandip Pal			1	l	
				Hashi Paul @					
				Hasi Rani Paul					
32	8738	15.09.2016	ARA-IV, Kolkata	Tara Home Search P.Ltd.	Dhanshree Commotrade	446	1539 & 1548	5937	2
					P. Ltd.	449	1417	5937	10
33	8757	15.09.2016	ARA-IV, Kolkata	Tara Home Search P.Ltd.	Dhanshree Commosales Pvt. Ltd.	443	406	5937	11.6667
34	8758	15.09.2016	ARA-IV, Kolkata	Tara Home Search P.Ltd.	Dhanshree Dealtrade Pvt. Ltd.	446	1539 & 1548	5937	3
						448	1418	5937	9
35	8759	15.09.2016	ARA-IV, Kolkata	Tara Home Search P.Ltd.	Seamarine Vinimay Pvt. Ltd.	443	406	5937	11.6666
36	8763	15.09.2016	ARA-IV,	Tara Home	Green Conbuild	428	1970	5937	2.5023
			Kolkata	Search P.Ltd. & 2 others	P.Ltd. Green Devcon Pvt. Ltd.				
37	8764	15.09.2016	ARA-IV, Kolkata	Tara Home Search P.Ltd.	Green Conbuild Pvt. Ltd.	428	1970	5937	2.8926
					Green Devcon Pvt. Ltd.				
38	8765	15.09.2016	ARA-IV, Kolkata	Tara Home Search P.Ltd.	Dhanshree Commercial P.Ltd.	446	1539 & 1548	5937	2
						447	1539 & 1548	5937	10
39	8768	15.09.2016	ARA-IV, Kolkata	Tara Home Search P.Ltd.	Green Conbuild Pvt. Ltd.	427	1970	5937	2.6447
				& 8 others	Green Devcon Pvt. Ltd.				
40	8769	15.09.2016	ARA-IV, Kolkata	Tara Home Search P.Ltd.	Green Conbuild P.Ltd.	427	1970	5937	1.8481
					Green Devcon Pvt. Ltd.	428	1970	5937	0.7002
41	8770	15.09.2016	ARA-IV, Kolkata	Amar Nath Modi	Dhanshree Dealcom Pvt. Ltd.	424 423	631 2838 to 2843	5945 5945	3.4091 3.7190
41A	779	20.01.2017	ARA-IV, Kolkata	Declaration					
42	8773	15.09.2016	ARA-IV, Kolkata	Tara Home Search P.Ltd.	Green Conbuild Pvt. Ltd.	426	1970 & 1971	5937	0.3719
				& 7 others	Green Devcon Pvt. Ltd.	427	1970 & 1971	5937	2.1672
43	8774	15.09.2016	ARA-IV, Kolkata	Sunita Devi Modi	Dhanshree Dealcom Pvt. Ltd.	423	2838 to 2843	5940	4.1323
44	8776	15.09.2016	ARA-IV, Kolkata	Tara Home Search P.Ltd.	Sarbani Properties P.Ltd.	424	631	5937	0.6911
				& 4 others.	Stylish Vanijya Pvt. Ltd.	421	2409	5937	3.4412

45	8777	15.09.2016	ARA-IV, Kolkata	Tara Home Search P.Ltd.	Ravikiran Commotrade P.Ltd.	448	1418	5937	12
46	8778	15.09.2016	ARA-IV,	Tara Home	Seamarine	443	406	5937	11.6667
			Kolkata	Search P.Ltd.	Distributors P.Ltd.				
				<u> </u>					
47	8779	15.09.2016	ARA-IV,	Tara Home	SeamarineTradecom	449	1417	5937	12
			Kolkata	Search P.Ltd.	P.Ltd.		_		
48	8780	15.09.2016	ARA-IV,	Dipak Kumar	Baul Buildcon Pvt.	423	2838 to	5946	6.2397
40	8760	13.03.2010	Kolkata	Modi	Ltd.	423	2843	3340	0.2337
					Green Mansion Pvt.	417	1502	4541	1.2006
					Ltd.				
49	9110	19.09.2016	ARA-IV,	Tara Home	Vista Towers Pvt.	424	631	5937	6.9215
			Kolkata	Search P.Ltd.	Ltd.				
	0444	10.00.2016	4D4 D7	T 11	6	110	4447	5027	12
50	9111	19.09.2016	ARA-IV, Kolkata	Tara Home Search P.Ltd.	Seamarine Vincom Pvt. Ltd.	449	1417	5937	12
			KUIKata	Search F.Ltu.	rvi. Liu.				
51	9112	19.09.2016	ARA-IV,	Sunita Devi	Seamarine Sales	425	2710 to	5940	3.7190
	7112	15.05.2010	Kolkata	Modi	P.Ltd.		2712	33.0	3.7130
					Planet Marcom Pvt.				
					Ltd.				
52	9113	19.09.2016	ARA-IV,	Sunita Devi	Seamarine Sales	425	2710 to	5940	3.1382
			Kolkata	Modi	P.Ltd. Planet Marcom Pvt.		2712		-
					Ltd.				
					Etu.				
53	9114	19.09.2016	ARA-IV,	Sarwani Devi	Monopoly Enclave	405	1476	5941	11.57
			Kolkata	Modi	P.Ltd.				
					Melody Enclave Pvt.				
					Ltd.				
54	9115	19.09.2016	ARA-IV,	Tara Home	Seamarine Sales Pvt.	425	2710 to	5937 &	3.3058
			Kolkata	Search P.Ltd. & 8 others.	Ltd. Planet Marcom Pvt.		2712		
				& o others.	Ltd.				
55	9116	19.09.2016	ARA-IV,	Mrs. Gayatri	Monopoly Enclave	404	2383	5944	8.14
			Kolkata	Devi Modi	Pvt. Ltd.				
					Melody Enclave Pvt.	405	1476	5944	3.43
					Ltd.				
<u> </u>	0117	10.00.3016	ADA 11.7	Tanallini	Canbani Docestic	42.4	624	5027	0.0365
56	9117	19.09.2016	ARA-IV, Kolkata	Tara Home Search P.Ltd.	Sarbani Properties Pvt. Ltd.	424	631	5937	0.8265
			NOINGLA	Jeaith F.Ltu.	Stylish Vanijya Pvt.	421	2409	5937	6.6116
					Ltd.		1	555,	5.5115
57	9119	19.09.2016	ARA-IV,	Tara Home	Baul Buildcon Pvt.	423	2838 to	4449	0.3306
			Kolkata	Search P.Ltd.	Ltd.		2843	&	
					Green Mansion Pvt. Ltd.				
58	9120	19.09.2016	ARA-IV,	Tara Home	Green Promoters	442	1519	5937 &	8.2
			Kolkata	Search P.Ltd. &	Pvt. Ltd.	441			2.0
=0:	077	20.04.22:5	484 :::	10 others					<u> </u>
58A	877	20.01.2017	ARA-IV, Kolkata	Declaration					
			NUIKALA						<del>                                     </del>
			i		Í.	ı	1	Ì	<u> </u>
59	9121	19 09 2016	ΔRΔ-I\/	Tara Home	Moheniadaro Estate	442	1519	5937 &	10.25
59	9121	19.09.2016	ARA-IV, Kolkata	Tara Home Search P.Ltd.	Mohenjadaro Estate Pvt. Ltd.	442	1519	5937 & 	10.25

			1	1	T_1	T	1	T	
60	9122	19.09.2016	ARA-IV, Kolkata	Tara Home Search P.Ltd.	Dhanshree Vintrade Pvt. Ltd.	432	1466	5937 &	4.1323
<b>C</b> 1	010-	40.00.00:0	AD		Code de de	425	2716	5007	2 2055
61	9132	19.09.2016	ARA-IV, Kolkata	Tara Home Search P.Ltd.	Sarbani Properties Pvt. Ltd.	425	2710 to 2712	5937	3.3058
					Stylish Vanijya Pvt.	421	2710 to	5937	4.9586
					Ltd.		2712		
62	9133	19.09.2016	ARA-IV,	Tara Home	Dhanshree Vintrade	432	1466	5937 &	6.6116
0_	3133	1310312010	Kolkata	Search P.Ltd.	Pvt. Ltd.	.52	1.00		0.0110
				& 7 others					
63	9134	19.09.2016	ARA-IV, Kolkata	Tara Home Search P.Ltd.	Baul Buildcon Pvt. Ltd.	423	2838 to 2843	5937 &	4.9586
			NUIKala	& 6 others.	Green Mansion Pvt.		2043		
					Ltd.				
64	9135	19.09.2016	ARA-IV,	Tara Home	Baul Buildcon Pvt.	424	631	5389	0.3305
			Kolkata	Search P.Ltd.	Ltd.				
				& 4 others.	Green Mansion Pvt. Ltd.	423	2838 to 2843	4449 & 	0.3305
65	9136	19.09.2016	ARA-IV,	Tara Home	Seamarine Sales Pvt.	425	2710 to	5937 &	3.3058
05	9130	19.09.2016	Kolkata	Search P.Ltd.	Ltd.	425	2710 10		3.3038
				& 7 others.	Planet Marcom Pvt. Ltd.				
66	9137	19.09.2016	ARA-IV, Kolkata	Tara Home Search P.Ltd.	Seamarine Sales Pvt. Ltd.	425	2710 to 2712	5937 &	3.3058
			KOIKata	& 4 others	Planet Marcom Pvt.		2/12		
					Ltd.		1		
<b>C</b> 7	0433	10.00.2016	AD 4 11 '	Tana Ulai	Viete Territoria	43.4	624	F027 0	2.2052
67	9138	19.09.2016	ARA-IV, Kolkata	Tara Home Search P.Ltd.	Vista Towers Pvt. Ltd.	424	631	5937 & 	3.3058
				& 7 others					
68	10064	21.10.2016	ARA-IV,	Tara Home	Loharuka	417	1502	5937 &	4.3595
			Kolkata	Search P.Ltd. & 7 others	Developers Pvt. Ltd.	-			
69	10065	21.10.2016	ARA-IV,	Tara Home	Loharuka	416	1496	5937 &	0.72314
0.5	10003	2111012010	Kolkata	Search P.Ltd.	Developers Pvt. Ltd.	.10	1.50		0172011
				& 8 others		455	1870	5937 & 	5.06198
70	10066	21.10.2016	ARA-IV, Kolkata	Kiran Lata Modi	Monopoly Enclave Pvt. Ltd.	404	2383	5942	4.86
			utu		Melody Enclave Pvt.				
	1				Ltd.				
71	10067	21.10.2016	ARA-IV,	Ankit Modi	Green Conbuild Pvt.	427	1970	5943	1.3591
			Kolkata		Ltd.				
					Green Devcon Pvt. Ltd.	428	1970	5943	1
72	10068	04.10.2016	ARA-IV,	Satya Bhama	Green Conbuild Pvt.	432	1466	5953	3.7191
,,,	10000	07.10.2010	Kolkata	Agarwal	Ltd.	732	1400	3333	5.7131
					Green Devcon Pvt. Ltd.				
73	10069	04.10.2016	ARA-IV,	Sai Agarwal	Seamarine Sales Pvt.	425	2710 to	5952	6.8389
			Kolkata		Ltd.		2712		
					Planet Marcom Pvt. Ltd.				
74	10079	21.10.2016	ARA-IV,	Tara Home	Baul Buildcon Pvt.	423	2838 to	5937 &	5.8769
74	10079	21.10.2016	ARA-IV, Kolkata	Tara Home Search P.Ltd.	Baul Buildcon Pvt. Ltd.	423	2838 to 2843	5937 & 	5.8769

				& 10 others	Green Mansion Pvt.				
					Ltd.				
75	10310	04.10.2016	ARA-IV, Kolkata	Nefa Tea Pvt. Ltd.	Exceptional Vincom Pvt. Ltd.	406	2268	5018	11.334
76	10311	04.10.2016	ARA-IV, Kolkata	Nefa Tea Pvt. Ltd.	Seamarine Suppliers Pvt. Ltd.	406	2268	5018	11.334
77	10312	04.10.2016	ARA-IV, Kolkata	Nefa Tea Pvt. Ltd.	Dishari Trade-Link Pvt. Ltd.	406	2268	5018	11.334
78	10431	19.09.2016	ARA-IV, Kolkata	Tara Home Search P.Ltd. &	Green Towers Pvt. Ltd.	442	1519	5937 &	10.25
79	104	05.01.2017	ARA-IV, Kolkata	10 others Prayag Vincom Pvt Ltd & 1 Anr.	Green Towers Pvt.	442	1519	5937 &	1.86364
79A	876	20.01.2017	ARA-IV, Kolkata	Declaration					
80	10963	21.10.2016	ARA-IV, Kolkata	Kiran Lata Modi	Monopoly Enclave Pvt. Ltd. Melody Enclave Pvt.	409	383	5942	6.66
					Ltd.				
81	12301	13.12.2016	ADSR, Rajarhat, Newtown	Koushik Parbat	Durgavati Promoters Pvt. Ltd.	455	1870	5141 &	3.2492
82	12302	13.12.2016	ADSR, Rajarhat, Newtown	Koushik Parbat	Capricon Enclave Pvt. Ltd.	455	1870	5141 &	3.2492
83	12303	13.12.2016	ADSR, Rajarhat, Newtown	Koushik Parbat	Annapurna Apartment Pvt. Ltd.	455	1870	5141 &	3.2492
84	3422	26.04.2017	ADSR, Rajarhat, Newtown	Sankar Sardar	Rhythm Vinimay Pvt. Ltd.	426		4242 & 4243	2.9958
				Tarak Sardar	Richness Vinimay Pvt. Ltd.				
					Prosperity Marcom Pvt. Ltd.				
85	3423	26.04.2017	ADSR, Rajarhat, Newtown	Manik Kumar Chandra	Dhanshree Vintrade Pvt. Ltd.	425		1894	4.1322
					Nifty Marketing Pvt. Ltd.				
					Dhanrishi Merchandise P.Ltd. Godhuli Comotrade				
					Pvt. Ltd.				
86	6298	07.07.2017	ADSR, Rajarhat, Newtown	Tarak Das	Sriram Commotrade Pvt. Ltd.	416	1496	4984	2.772
						417	1502	4984	1.589
87	6300	07.07.2017	ADSR, Rajarhat, Newtown	Aloke Kumar Ghosh	Sriram Commotrade Pvt. Ltd.	417	1502	4983	4.11

88	6758	18.07.2017	ADSR, Rajarhat, Newtown	Sakuntala Devi Jaiswal	Accord Enclave Pvt. Ltd.	454	1377	1038	6.5994
				Sakuntala Jaiswal	Shubham Promoters Pvt. Ltd.				
89	13274	28.11.2014	ADSR, Rajarhat, Newtown	Ajoy Kumar Sarkar	Aloran Vinimay Pvt. Ltd.	415		1615 & 1616	42.5
				Sanjay Sarkar	Dhanshree				
					Tradelink P.Ltd. Seamarine Vintrade				
					P.Ltd. Seamarine Vanijya				
					P.Ltd.				
	12275	20 11 2014	ADCD	A: K	Dealer int Manhatina	442		704 8	F 7F
90	13275	28.11.2014	ADSR, Rajarhat, Newtown	Ajoy Kumar Sarkar	Realpoint Marketing Pvt. Ltd.	413		704 & 4546	5.75
				Sanjay Sarkar		414			3
						473			2.5
91	13276	28.11.2014	ADSR, Rajarhat,	Ajoy Kumar Sarkar	Akansha Marketing Pvt. Ltd.	472	1444	1615 & 1616	11.5
			Newtown	Sanjay Sarkar					
	+								
92	13278	28.11.2014	ADSR, Rajarhat, Newtown	Ajoy Kumar Sarkar	Prosperity Marcom Pvt. Ltd.	416		1615 & 1616	33
				Sanjay Sarkar	Richness Vinimay Pvt. Ltd.				
					Primerose Stockist Pvt. Ltd.				
93	14432	29.12.2014	ADCD	Gouri Ballav	Dealmoint Marketing	414	1538	4546	1.5
93	14432	29.12.2014	ADSR, Rajarhat, Newtown	Gouri Ballav	Realpoint Marketing Pvt. Ltd.	414	1536	4546	1.5
				Sailabala Khan		473	2383		0.625
0.4	14424	20 12 2014	ADCD	Cailahala Khan	Charling Dataile Dat	416	1406	4522	10.275
94	14434	29.12.2014	ADSR, Rajarhat, Newtown	Sailabala Khan	Starlink Retails Pvt. Ltd.	416	1496	4522, 4523	10.375
					Springle Retails Pvt. Ltd.			& 4545	
95	14435	29.12.2014	ADSR, Rajarhat, Newtown	Gouri Ballav	Realize Trade-Link Pvt. Ltd.	416	1496	4522, 4523	10.375
					Sanjeevani Marcom Pvt. Ltd.			& 4545	
	<u> </u>								
96	6436	09.06.2015	ADSR, Rajarhat, Newtown	Subhash Pal Chowdhury	Realize Trade-Link Pvt. Ltd.	416	1496	1614, 5123	44.62
				& 5 others	Springle Retails Pvt. Ltd.			& 5124	
					Starlink Retails Pvt. Ltd.				
					Sanjeevani Marcom Pvt. Ltd.				
07	7705	16.07.3045	ADCD.	Canti	Aloron Vining - D. I	410	1400	45.45	-
97	7785	16.07.2015	ADSR, Rajarhat,	Santi Bhattacharyya	Aloran Vinimay Pvt. Ltd.	416	1496	4545	5

			Newtown						
				& 2 others	Dhanshree Tradelink Pvt. Ltd.				
					Seamarine Vintrade Pvt. Ltd.				
					Seamarine Vanijya Pvt. Ltd.				
98	2093	22.02.2011	ADSR, Bidhannagar, Saltlake City	Madhabi Sarkar	Dhanrishi Merchandise Pvt. Ltd.	416	1496	1893	4.132
				Shib Sankar Sarkar	Nifty Marketing Pvt. Ltd.				
99	2027	22.02.2016	ADSR, Rajarhat, Newtown	Madan Mohan Goswami	Aloran Vinimay Pvt. Ltd.	416		4545	9.35
				Amaresh Banerjee	Dhanshree Tradelink Pvt. Ltd.	417		4541	2.78
					Seamarine Vintrade Pvt. Ltd.				
					Seamarine Vanijya Pvt. Ltd.				

After the purchase and acquisitions of the aforesaid land, the Owners duly recorded their name in Record of Rights. Details of each owners L.R. khatians and their ownership area in the said Land are as follows:

SI. No.	Name of the Owners owning the said Land	L.R. Khatian No.	land owned In Decimal
1	Leisure Stockist Pvt. Ltd.	6132	10.9976
2	Rhythm Vinimay Pvt. Ltd.	6133	11.6776
3	Starwin Trade-Link Pvt. Ltd.	6134	15.9964
4	Sensation Merchants Pvt. Ltd.	6135	16.0021
5	Real Time Tradecom Pvt. Ltd.	6136	16.0021
6	Parasmani Vinimay Pvt. Ltd.	6137	16.0021
7	Impression Merchants Pvt. Ltd.	6138	16.0021
8	Nifty Marketing Pvt. Ltd.	6139	11.6753
9	Dhanrishi Merchandise Pvt. Ltd.	6140	11.6543
10	Sidhant Vintrade Pvt. Ltd.	6141	13.4501
11	Relax Retails Pvt. Ltd.	6142	11.1908
12	Solty Mercantile Pvt. Ltd.	6143	13.1288
13	Lucky Retails Pvt. Ltd.	6144	11.1873
14	Spice Dealcom Pvt. Ltd.	6183	12.4698
15	Radison Vinimay Pvt. Ltd.	6184	11.648
16	Richness Vinimay Pvt. Ltd.	6998	11.676
17	Prosperity Marcom Pvt. Ltd.	6999	11.6768
18	Primerose Stockist Pvt. Ltd.	7000	11.02
19	Akansha Marketing Pvt. Ltd.	7001	11.4972
20	Aloran Vinimay Pvt. Ltd.	7002	14.4417

SI. No.	Name of the Owners owning the said Land	L.R. Khatian No.	land owned In Decimal
33	Dhanshree Commosales Pvt. Ltd.	7708	11.6655
34	Dhanshree Dealtrade Pvt. Ltd.	7709	12.0008
35	Seamarine Vinimay Pvt. Ltd.	7710	11.6655
36	Dhanshree Commercial Pvt. Ltd.	7711	11.9999
37	Dhanshree Dealcom Pvt. Ltd.	7713	11.2478
38	SeamarineTradecom Pvt. Ltd.	7714	11.9986
39	Seamarine Distributors Pvt. Ltd.	7715	11.669
40	Ravikiran Commotrade Pvt. Ltd.	7716	11.9994
41	Baul Buildcon Pvt. Ltd.	7745	9.5764
42	Green Mansion Pvt. Ltd.	7747	9.616
43	Exceptional Vincom Pvt. Ltd.	7755	11.3322
44	Seamarine Suppliers Pvt. Ltd.	7756	11.3356
45	Dishari Trade-Link Pvt. Ltd.	7757	11.3322
46	Planet Marcom Pvt. Ltd.	7758	11.726
47	Seamarine Sales Pvt. Ltd.	7759	11.704
48	Vista Towers Pvt. Ltd.	7760	10.2264
49	Monopoly Enclave Pvt. Ltd.	7762	10.3288
50	Melody Enclave Pvt. Ltd.	7763	10.3307
51	Loharuka Developers Pvt. Ltd.	7768	9.8889
52	Seamarine Vincom Pvt. Ltd.	7780	12.002

1	1	1	1
21	Seamarine Vanijya Pvt. Ltd.	7003	14.4301
22	Dhanshree Tradelink Pvt. Ltd.	7004	14.4417
23	Seamarine Vintrade Pvt. Ltd.	7005	14.4417
24	Realpoint Marketing Pvt. Ltd.	7103	11.2484
25	Springle Retails Pvt. Ltd.	7373	11.136
26	Starlink Retails Pvt. Ltd.	7374	11.136
27	Realize Trade-Link Pvt. Ltd.	7375	11.1476
28	Sanjeevani Marcom Pvt. Ltd.	7399	11.136
29	Godhuli Comotrade Pvt. Ltd.	7534	10.9304
30	Green Conbuild Pvt. Ltd.	7705	8.8409
31	Green Devcon Pvt. Ltd.	7706	8.5064
32	Dhanshree Commotrade Pvt. Ltd.	7707	11.9993

53	Green Towers Pvt. Ltd.	7781	10.2498
54	Mohenjadaro Estate Pvt. Ltd.	7782	10.2498
55	Stylish Vanijya Pvt. Ltd.	7784	9.9154
56	Dhanshree Vintrade Pvt. Ltd.	7785	10.2218
57	Green Promoters Pvt. Ltd.	7797	10.1576
58	Sarbani Properties Pvt. Ltd.	7798	9.8494
59	Capricon Enclave Pvt. Ltd.	7799	3.2448
60	Annapurna Apartment Pvt. Ltd.	7802	3.2448
61	Durgavati Promoters Pvt. Ltd.	7803	3.2496
62	Sriram Commotrade Pvt. Ltd.	8052	8.4602
63	Shubham Promoters Pvt. Ltd.	8053	3.298
64	Accord Enclave Pvt. Ltd.	8054	3.3014

# The Area of the said Land, comprised in various R.S./ L.R. Dags at Mouza-Rekjoani, J.L. No.13, are as follows:

	,		
	R.S./	Total	
	L.R.	Area in	
SI.	Dag	Dag in	Area of land
No.	No.	Decimal	in Project
1	404	13	13
2	405	15	15
3	406	34	34
4	409	19	6.6595
5	413	11	5.7497
6	414	9	2.9997
7	415	47	42.5068
8	416	116	106.4044
9	417	23	23
10	421	19	19
11	423	35	35
12	424	24	24
13	425	44	42.5612
14	426	8	8
15	427	9	8.0937
		_	_

		Total	
		Area in	Area of
	R.S./ L.R.	Dag in	land in
Sl. No.	Dag No.	Decimal	Project
16	428	6	6
17	432	59	17.7177
18	441	2	2
19	442	33	28.6572
20	443	35	35
21	446	7	7
22	447	10	10
23	448	21	21
24	449	34	34
25	450	31	31
26	451	57	57
27	454	34	28.4512
28	455	48	30.0816
29	472	66	11.4972
30	473	14	2.499

Total Area of the said Land: 707.8789 Decimal, more or less.

# **SCHEDULE- A-2**

# (Definitions)

- 1. : For the purpose of this Deed for Sale, unless the context otherwise requires:
  - a. <u>ACT</u> means the West Bengal Housing Industry Regulation Act, 2017 (West Bengal Act XLI of 2017);

- RULES means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- REGULATIONS means the Regulations 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- d. **SECTION** means a section of the Act.
- e. **THIS DEED** shall mean the Agreement and Schedules all read together.
- f. <u>CO-OWNERS</u> shall mean (a) all the purchasers/Co-owners of Units of Units in the Project excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Vendors/Promoter, shall mean the respective Vendors and/or Promoter;
- g. PROJECT / HOUSING COMPLEX AND/OR BUILDING/S AND/OR NEW BUILDING/S shall mean and include the housing complex named "Loharuka Urban Vista" consisting of various buildings / blocks to be constructed in phases / sub-phases by the Promoter at the said Land to be developed from time to time in Phases / Sub-Phases. The Purchaser is/are aware that the Promoter intends to undertake construction of the Housing Complex/ Project in various phases / sub-phases and accordingly all the Common Areas and Installations may not be available for use by the Purchaser till all the Phases / Sub-Phases are completed. The Purchaser is also aware that in the unlikely event that other phases of the Project are not developed or launched at all, then the same shall not form part of the Project / Housing Complex (and the Project / Housing Complex shall be deemed to have been reduced to that extent) and the land comprised in other phases shall be divided and demarcated and/or partitioned from Phase-I and retained by the Promoter and the Vendors and the Purchasers of Phase-I shall not have any claim or demand with regard thereto.
- h. <u>SANCTIONED PLAN</u> shall mean the plan sanctioned by the Rajarhat Panchayat Samity and/or Zilla Parshad and/or New Town Kolkata Development Authority and/ or the Competent Authority, as the case may be, vide Building Permit No. 1430/RPS dated 21st December 2020 for construction of the Building/s at the said Land and shall include sanctionable modifications thereof and/or alterations thereto as may be made from time to time by the Promoter, subject to compliance of the Act.

In as much as the said Land is intended to be developed / launched in phases, and since this document pertains only to <a href="Phase-I">Phase-I</a>, the Promoter and the Vendors shall be entitled to cause modification / revision / alteration etc. of the Sanctioned Plan to the extent the same relates to other phases (excluding Phase-I) and/or obtain fresh sanction and/or avail and consume therein any additional / higher area / FAR, if available in future; and the Purchaser shall have no objection with regard thereto and the Purchaser hereby consents to the same and no further consent/ no objection of the Purchaser shall be required therefor.

i. **COMMON AREAS AND INSTALLATIONS** shall mean those areas installations and facilities in the Said Land as mentioned and specified the **SCHEDULE- 'E'** to these presents and as be expressed or intended from time to time by the Promoter for exclusive use and enjoyment by the occupants of the Housing Complex. Save those expressed or intended by the Promoter to form part of the Common Areas, no other part or portion of the said Building or the Project shall be claimed to be part of the Common Areas by the Purchaser either independently or in common with any other Co-owner.

It is clarified that the Common Areas and Installations shall not include the parking spaces and other open and covered spaces at the Housing Complex / Said Land and the Building/s which the Promoter may use for themselves or permit to be used for the purpose of parking cars, two wheelers and other vehicles and/or for other purposes nor shall include roofs/terraces at different floor levels attached to any particular Flat / Apartment nor shall include the exclusive greens / gardens attached to any particular Flat / Apartment, and the Promoter shall in its absolute right deal therewith to which the Purchaser hereby consents.

It is further clarified that the development of the said Land having been undertaken by the Promoter in Phases / Sub-Phases under different plans, few of the Common Areas and Installations may not be available for use till such time the development of the entire Housing Complex is completed, and only thereafter shall all the Common Areas and Installations shall be available for use, which fact the Purchaser is aware of and hereby acknowledges. It is further clarified that in the unlikely event that the Phase-II is not developed or launched at all, then the same shall not form part of the Project / Housing Complex and the land of Phase-II shall be divided and demarcated and/or partitioned from Phase-II and retained by the Promoter and the Vendors and the Purchasers of Phase-II shall not have any claim or demand with regard thereto.

- j. <u>COMMON EXPENSES</u> shall mean and include (i) all expenses to be incurred for the management maintenance upkeep and administration of the Common Areas and Installations; and (ii) all expenses to be incurred for the management maintenance upkeep and administration of the common amenities and facilities; and rendition of common services in common to the co-owners of the Said Land and all other expenses for the common purposes (including those mentioned in the <u>SCHEDULE- E-2</u> hereunder written) to be contributed and shared by the Co-owners.
- k. Carpet Area of an Apartment/Unit: The carpet area for the Apartment or any other Unit shall mean the entire floor area of such Unit, excluding the area covered by the external walls, areas under services shafts, and exclusive balcony but includes the area covered by internal partition walls of the Unit.
- I. **Balcony Area:** The net usable area of the exclusive covered balcony/ies (if any) attached to the Apartment/Unit.
- m. Built-up Area: The built-up area of an Apartment/Unit shall mean the Carpet Area of such Unit or any other unit <u>Together with</u> area covered by a Balcony/Balconies, attached with such Unit or any other unit <u>And Together with</u> 50% (fifty percent) of the

area covered by those external walls which are common between such Unit/Balcony and any other Unit/Balcony <u>And Together with</u> 100% (Hundred percent) of the area covered by all other external walls of the such Apartment/Unit and Balcony.

- n. MAINTENANCE IN-CHARGE shall upon formation of the Association and its taking over charge of the acts relating to the Common Purposes from the Promoter shall mean the Association and till such time the Association is formed and takes over charge of the acts relating to the Common Purposes shall mean the Promoter.
- o. <u>COMMON PURPOSES</u> shall mean the purposes of managing maintaining up-keeping and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, rendition of common services in common to the co-owners and, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common.
- Words importing SINGULAR NUMBER shall include the PLURAL NUMBER and vice versa.
- q. Words importing MASCULINE GENDER shall include the FEMININE GENDER and NEUTER GENDER; similarly words importing FEMININE GENDER shall include MASCULINE GENDER and NEUTER GENDER; Likewise NEUTER GENDER shall include MASCULINE GENDER and FEMININE GENDER.

## **SCHEDULE-B**

#### (Designated Apartment)

#### 1. **APARTMENT/UNIT**:

ALL THAT the flat being Apartment/Unit No(-
)Square feet, more or less, alongwith balcony having
carpet area ( Square feet, more or less, on the
floor of the Blockof the Project at the said Land, more fully shown in a MAP in
<u>Part-I</u> of <u>Schedule-C</u> hereinafter and duly demarcated with <u>RED</u> colour therein.

## 1.1 **CAR PARKING SPACE**:

<u>ALL THAT</u> one medium sized Car Parking space in the Ground Floor of Block- ----, being Parking Lot No. ------, more fully shown in a MAP in <u>Part-II</u> of <u>Schedule- C</u>, hereto and duly demarcated with <u>BLUE</u> colour therein;

<u>ALL THAT</u> Car Parking space, for parking a medium sized motor car, duly demarcated in the open compound of the phase-I Land, being Parking Lot No. -----, more fully shown in a MAP in <u>Part-II</u> of <u>Schedule-C</u>, hereto and duly demarcated with <u>BLUE</u> colour therein;

ALL THAT one medium sized Car Parking space in the Floor of Multi Level Car
Parking Block, being Parking Lot No, more fully shown in a MAP in Part-II of
Schedule-C, hereto and duly demarcated with BLUE colour therein;

<u>ALL THAT</u>Car Parking Space, for parking a medium sized motor car, duly marked as Car Parking Space No. ------, in the Ground Floor of Block- -----, which can be utilized for parking purpose on the basis of sharing of the entry and exit of the motor car, commonly with the Car Parking Space No.\_\_\_\_, more fully shown in a MAP in <u>Part-II</u> of <u>Schedule-C</u>, hereto and duly demarcated with <u>BLUE</u> colour therein;

#### **SCHEDULE-C**

#### Part-I

(FLOOR PLAN OF THE APARTMENT/UNIT & OPEN TERRACE, if any attached and if allotted)

#### Part-III

(FLOOR PLAN OF THE CAR PARKING SPACE)

## **SCHEDULE-D**

#### (Easements- Granted to the Purchaser)

- A. The Purchaser shall be entitled to the easements, quasi-easements appendages and appurtenances belonging or appertaining to the Designated Apartment which are hereinafter specified <a href="Excepting and Reserving">Excepting and Reserving</a> unto the Promoter and the Vendors and other persons deriving right, title and/or permission from the Promoter and the Vendors, the rights, easement, quasi easement, privileges and appurtenances hereinafter more particularly set forth in the Clause- B below:
  - a. The right of access and use of the Common Areas in common with the Vendors and/or the other co-owners and the Maintenance-In-charge for normal purposes connected with the use of the Designated Apartment.
  - b. The right of protection of the Designated Apartment by and from all other parts of the Building so far as they now protect the same.
  - c. The right of flow in common as aforesaid of electricity water sewerage drainage and other common utilities from and/or to the Designated Apartment through wires and conduits lying or being in under or over the other parts of the Building

- and/or the Project so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the Designated Apartment.
- d. The right of the Purchaser with or without workmen and necessary materials to enter from time to time upon the other parts of the Building for the purpose of rebuilding, repairing, replacing or cleaning, so far as may be necessary, such pipes, drains, sewers, wires and conduits belonging to or serving the Designated Apartment and other Apartments and portions of the Building and also for the purpose of repairing the Designated Apartment insofar as such repairing as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting in emergent situation upon giving forty-eight hours previous notice in writing of the Purchaser's intention so to enter to the Maintenance In-charge and the co-owner affected thereby.
- e. All the above easements are subject to and conditional upon the Purchaser paying and depositing the maintenance charges, municipal rates and taxes, common expenses, electricity charges or any other amount or outgoing payable by the Purchaser under these presents within due dates and observing and performing the covenants terms and conditions on the part of the Purchaser to be observed and performed hereunder.
- B. The under-mentioned rights easements quasi-easements and privileges appertaining to the Project shall be excepted and reserved for the Vendors and the Promoter and other persons deriving right, title and/or permission in respect thereof from them:
  - a. The right of access and use of the Common Areas in common with the Purchaser and/or other person or persons entitled to the other part or parts or share or shares of the Project.
  - b. The right of flow in common with the Purchaser and other person or persons as aforesaid of electricity water waste or soil from and/or to any part (other than the Designated Apartment) of the other part or parts of the Building and/or the Project through pipes drains wires conduits lying or being in under through or over the Designated Apartment as far as may be reasonably necessary for the beneficial use occupation and enjoyment of other part or parts of the Project.
  - The right of protection of other part or parts of the Building by all parts of the Designated Apartment as the same can or does normally protect.
  - d. The right as might otherwise become vested in the Purchaser by means of any of the structural alterations or otherwise in any manner to lessen or diminish the normal enjoyment by other part or parts of the Project.
  - e. The right with or without workmen and necessary materials to enter from time to time upon the Designated Apartment for the purpose of laying down, testing,

rebuilding, repairing, reinstating, replacing, cleaning, lighting and keeping in order and good condition so far as may be necessary, such sewers, pipes, drains, wires, cables, water courses, gutters, conduits, structures and other conveniences belonging to or serving or used for the Building and/or the Project and also for the purpose rebuilding or repairing any part or parts of the New Building (including any Common Areas) and similar purposes and also other common purposes, insofar as such activities cannot be reasonably carried out without such entry provided always that the Promoter or the Maintenance In-charge and other Co-owners of other part or parts of the Project shall excepting in emergent situation give to the Purchaser a prior forty-eight hours written notice of its or their intention for such entry as aforesaid.

#### **SCHEDULE-E**

## Common Areas, Amenities and Facilities (which are part of the Project)

#### 1. <u>Common Areas and Installations</u>:

- a. Common Areas at the Building in which the Designated Apartment is situated:
  - (i) Staircases, landings and passage and stair-cover on the ultimate roof.
  - (ii) Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the two lifts of the said Building.
  - (iii) Lifts with machineries, accessories and equipment (including the lift machine room) and lift well for installing the same in the said Building.
  - (iv) Electrical installations with main switch and meter and space required therefor.
  - (v) Ultimate open to sky space on the ultimate Roof of the said Building.
  - (vi) Overhead water tanks with water distribution pipes from such Overhead water tank connecting to the different Units of the said Building.
  - (vii) Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the said Building.
  - (viii) Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of the said Building.

#### b. Common Areas at the Project:

(i) Driveway, Paths and passages in the Project other than those reserved by the Promoter for its exclusive use or for any purpose and those meant or earmarked or intended to be reserved for parking of motor cars or other

- vehicles or marked by the Promoter for use of itself or any unit-holder / occupant..
- (ii) Transformer, Sub-station and Electrical installations and the accessories and wirings in respect of the Project and the space required therefore, if installed.
- (iii) Electrical wiring and fittings and fixtures for lighting the garden, passages, driveways and all other common areas and separate electric meter/s and meter room / space.
- (iv) Water waste and sewerage evacuation drains from the buildings / blocks to the municipal drain.
- (v) Surveillance System at the boundary wall of the Project.
- (vi) Intercom facility.
- (vii) Underground water reservoir
- (viii) Water pump with motor and with water supply pipes to overhead water tank and with distribution pipes therefrom connecting to different Units and space / room for pump and motor.
- (ix) Deep tube well for water supply.
- (x) Water waste and sewerage evacuation pipes and drains from the Buildings at the Project to the municipal drains.
- (xi) DG Set, its panels, accessories and wirings and space for installation of the same.
- (xii) Boundary wall and entrance/ exit gate, Security Gate House of the Project.
- (xiii) Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of the Project.
- (xiv) Water Filteration Plant.
- (xv) Firefighting system
- (xvi) Sewrage Treatment Plant
- (xvii) Rain water Harvesting Tank
- (xviii) Common toilet.
- (xix) Other common parts, areas, equipment, installations, fixtures, fittings and spaces in or about the Project as are necessary for the use and occupation of

- the flats in common and as are specified by the Promoter expressly to be the common areas after construction of the said Project;
- (xx) It is clarified that the Common Areas and Installations shall not include the parking spaces and other open and covered spaces at the Housing Complex / Said Land and the Building/s which the Promoter / Vendors may use for themselves or permit to be used for the purpose of parking cars, two wheelers and other vehicles and/or for other purposes nor shall include roofs/terraces at different floor levels attached to any particular Flat / Apartment nor shall include the exclusive greens / gardens attached to any particular Flat / Apartment, and the Promoter / Vendors shall in their absolute right deal therewith to which the Purchaser hereby consents.
- Aminities and Facilities: The Promoter has installed and/or made available certain facilities in Loharuka Urban Vista (Phase-I) and further proposes to erect, install and/or make available certain facilities in Loharuka Urban Vista (other Phases), as herein mentioned (hereinafter or hereinbefore referred to as "the Club Facility" which expression shall include any modifications or alterations of all or any such facility) which are common to all phases and sub-phases, notwithstanding the location thereof), subject to the clarification mentioned herein below:
  - (i) Development of **URBAN VISTA**, **Phase-I**, shall tentatively comprise of:
    - a) Multipurpose hall;
    - b) Gymnasium
    - d) Creche/ Childrens' Play Area
    - e) Games Room and Squash Court;
    - f) Swimming Pool and changing rooms.
    - g) Multipurpose/ Badminton Court on roof of Multi Level Car Park;
  - (ii) Development of **URBAN VISTA**, **other phases**, shall tentatively comprise of:
    - a) Open Gym;
    - b) Stepped Amphi Court;
    - c) Multi-purpose Lawn;
  - (iii) Once the Club Facility becoming functional, the Purchaser shall pay all charges for such use as may be prescribed by the Maintenance-In-Charge and comply with all rules and regulations as framed by the Maintenance In-charge for proper management and use thereof. It is expressly agreed and clarified that the use of the Club related facility shall be done by the Purchaser using due care and caution and the role of the Promoter shall be only to provide the

initial infrastructure and appoint agencies specializing in the relevant tasks. The Purchaser shall not hold the Vendors or the Promoter liable in any manner for any accident or damage while enjoying any club facility by the Purchaser or his family members or any other person. In particular and without prejudice to the generality of the foregoing provisions, the Purchaser shall also be liable to pay the separate additional charges as prescribed by the Promoter or the Maintenance In-charge from time to time for use of the Multipurpose Hall for hosting his private functions or ceremonies, if permitted by the Promoter or the Maintenance In-charge in writing and the Promoter or the Maintenance Incharge shall be at liberty to refuse the same without assigning any reason thereof.

(iv) It is further clarified that the development of the said Land having been undertaken by the Promoter in Phases / Sub-Phases, thus not all of the Common Areas and Installations may be available for use till such time the development of the entire Housing Complex is completed, and only thereafter shall all the Common Areas and Installations (including the Club Facility) shall be available for use, which fact the Purchaser is aware of and hereby acknowledges. It is further clarified that in the unlikely event that the other phases are not developed or launched at all, then the same shall not form part of the Project / Housing Complex and the land of other phases shall be divided and demarcated and/or partitioned from Phase-I and retained by the Promoter and the Vendors and the Purchasers of Phase-I shall not have any claim or demand with regard thereto.

# **SCHEDULE E-1**

#### (House Rules)

The Purchaser binds himself/ themselves and covenants to abide by the following rules, regulations and restrictions ("<u>House Rules</u>"). The Purchaser agrees-

- to use the Designated Apartment only for the private dwelling and residence in a
  decent and respectable manner and for no other purposes whatsoever without the
  consent in writing of the Promoter first had and obtained and shall not do or permit to
  be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity
  at the Designated Apartment or any activity which may cause nuisance or annoyance
  to the Co-owners.
- 2. that unless the right of parking is expressly granted and mentioned in Clause 1.1 of the <u>Schedule-B</u> hereinabove written ("Parking Facility"), the Purchaser shall not park any motor car, two wheeler or any other vehicle at any place in the said Land/ Housing Complex (including at the open spaces at the said Land).

- 3. In case the Purchaser has applied for and granted parking space, the facility of such parking shall be subject to the following conditions:-
  - (i) The Purchaser shall pay the Parking Facility Maintenance Charges punctually and without any delay or default
  - the Purchaser shall not park any motor car, two wheeler or any other vehicle at any other place in the said Land (including at the open spaces at the said Land);
  - (iii) the Purchaser shall use the Parking Facility, only for the purpose of parking of his medium sized motor car that could comfortably fit in the allotted Parking Space (but not exceeding the size of 11 feet x 6 feet) and/or two wheeler, as the case may be. In case the Purchaser has been granted any Parking Facility for motor car as specifically mentioned in Clause 1.1 of the <a href="Schedule-B">Schedule-B</a> hereinabove written, the same shall not and cannot be used to park any two-wheeler or any other vehicle and vice versa.
  - (iv) No construction or storage of any nature shall be permitted nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever.
  - (v) The Purchaser shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
  - (vi) The Purchaser shall not grant transfer let out or part with the Parking Facility independent of the Designated Apartment nor vice versa, with the only exception being that the Purchaser may transfer the Parking Facility independent of the other to any other co-owners of the Project and none else.
  - (vii) This right to use parking space does not confer any right of ownership of the space on which such parking facility is provided.
  - (viii) In case due to any enactment or implementation of legislation, rule, bye-law or order of any judicial or other authority, the individual exclusive Parking Facility at the space earmarked for the Purchaser is not permissible, then the Purchaser shall neither hold the Promoter and/or the Vendors liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Vendors.
  - (ix) The terms and conditions on the user of the Parking Facility as mentioned above or elsewhere stipulated in this agreement shall all be covenants running with the Parking Facility.

- 4. In case the Purchaser has not been agreed to be granted any Parking Space, the Purchaser shall not park any motor car, two wheeler or any other vehicle at any place in the said Land (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever
- 5. The use of the Common Areas including but not limited to the Club Facility shall be done by the Purchaser using due care and caution and the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas (including the Club Facility) and appoint agencies for maintenance of the same. The Purchaser shall not hold the Vendors or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas including the Club Facility by the Purchaser or his family members or any other person.
- 6. Fittings & Fixtures: Except those provided by the Promoter, all fit-outs to be put-up, erected and installed at or inside the Designated Apartment including the interior decoration shall be done and completed by the Purchaser at its own costs and expenses. In doing and carrying out the said fit-out works, the Purchaser shall be obliged to adhere to the following:
  - 6.1 The Purchaser shall ensure that there shall be no stacking of debris or materials in the common areas including the Common Areas and there shall be regular clearing of all debris arising out of the Fit-out works;
  - 6.2 The Purchaser hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in any way damage or destroy the beams and columns in the floor, ceiling and walls of the Designated Apartment.
- 7. not to make any construction or addition or alteration or enclose any Common Areas nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.
- 8. not to claim any access or user of any other block or building at the said Land except the said Building and the Common Areas mentioned herein and that too subject to the terms and conditions and rules and regulations, applicable thereto.
- 9. not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Designated Apartment <u>PROVIDED HOWEVER THAT</u> nothing contained herein shall prevent the Purchaser to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Purchaser shall open out any additional window or any other apparatus protruding outside the exterior of the Designated Apartment save that the Purchaser shall have the right

- install window/ split air-conditioners at the place/s provided therefor in the Designated Apartment.
- 10. not to partition or sub-divide the Designated Apartment nor to commit or permit to be committed any form of alteration or changes in the Designated Apartment or in the beams, columns, pillars of the Said Buildings passing through the Designated Apartment or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Said Building or any part thereof.
- 11. not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
- 12. not to install or keep or operate any generator in the Designated Apartment or in the or balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Designated Apartment is situate or in any other common areas of the Buildings at the Project or the said Land save the battery operated inverter inside the Designated Apartment.
- 13. not to change or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders
- 14. not to allow the watchmen, driver, domestic servants or any other person employed by the Purchaser or his Agents to sleep or squat in the common passage/ lobby/ terrace/ corridors/ lift room/ garden etc.
- 15. no bird or animal shall be kept or harboured in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
- to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Designated Apartment at all reasonable times for construction and completion of the Buildings at the Project and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Designated Apartment within seven days of giving of a notice in writing by the Maintenance In-charge to the Purchaser thereabout;
- 17. to use the Common Areas only to the extent required for ingress to and egress from the Designated Apartment of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Land by the Vendors and the Promoter and all other persons entitled thereto.

- 18. to install firefighting and sensing system gadgets and equipment as required under law and shall keep the Designated Apartment free from all hazards relating to fire;
- 19. to keep the Designated Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Buildings at the Project and not to do or cause to be done anything in or around the Designated 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 Designated Apartment.
- 20. not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the Buildings at the Project or may cause any increase in the premia payable in respect thereof.
- 21. not to commit or permit to be committed any alteration or changes in, or draw from outside the Buildings at the Project, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Apartment and any other Unit in or portion of the Project.
- 22. to co-operate with the Maintenance-In-charge in the management, maintenance control and administration of the Project and the said Land and other Common Purposes.
- 23. to keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the said Land.
- 24. to maintain at his/her/their own costs and expenses, the Designated Apartment and the Balcony in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Rajarhat Bishnupur 1 No. Gram Panchayat or Concerned Authorities, WBSEDC Limited, Fire Service Authorities, Pollution Control Board and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated Apartment as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.
- 25. not to alter the outer elevation or façade or colour scheme of the buildings at the Project (including grills, verandahs, lounges, external doors and windows etc.,) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in

the manner as specified by the Promoter as aforesaid nor decorate nor affix any neonsign, sign board or other thing on the exterior of the Buildings at the Project otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.

- 26. not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.
- 27. not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
- 28. not to use the Designated Apartment or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners,
- 29. To allow and permit the Promoter the following rights and authorities:-
  - The Promoter shall be entitled to negotiate with and enter upon contracts (on (i) such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the Vendors, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, television, internet, transformer, compactor and any other facility primarily for the use of the Coowners (but with possibility of outsiders being also provided services therefrom by the Vendors/supplier/service provider) against applicable charges and terms and conditions therefor. The Promoter shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Buildings or any other part of the Project. If any consideration, rent, hiring charges etc., is receivable from any such Vendors/suppliers/providers then any surplus arising upon excluding all costs, charges and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall be credited to protanto subsidize meet the Common Expenses to that extent.
- 30. The Purchaser binds himself and covenants to bear and pay and discharge the following expenses and outgoings:-
  - (i) Property tax and/or Municipal rates and taxes and water tax, (if any,) assessed on or in respect of the Designated Apartment directly to the Rajarhat Bishnupur 1 No. Gram Panchayat and/or the Competent Authority, Block Land and Land Reform Office (BLLRO) and any other appropriate authority Provided That so long as the Designated Apartment is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Maintenance

In-charge the proportionate share of all such rates and taxes assessed on the said Land.

- (ii) All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Designated Apartment or the Building or the said Land and whether demanded from or payable by the Purchaser or the Maintenance Incharge and the same shall be paid by the Purchaser wholly in case the same relates to the Designated Apartment and proportionately in case the same relates to the Building or the said Land or any part thereof.
- (iii) Electricity charges for electricity consumed in or relating to the Designated Apartment (including any applicable minimum charges and proportionate share of transmission loss).
- (iv) Charges for water, and other utilities consumed by the Purchaser and/or attributable or relatable to the Designated Apartment against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Apartment, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.
- (v) Proportionate share of all Common Expenses to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee shall pay to the Maintenance In-charge, recurring monthly maintenance charges calculated @ Rs.------ (Rupee -------) only per Square foot per month of the built-up area of the Designated Apartment. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance-In-charge at its sole and absolute discretion after taking into consideration the common services provided.
- (vii) Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Purchaser.
- (viii) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of all or

any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.

- 31.1 All payments to be made by the Purchaser shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Purchaser or in the letter box in the ground floor earmarked for the Designated Apartment Provided That any amount payable by the Purchaser directly to any authority shall always be paid by the Purchaser within the stipulated due date in respect thereof and the Purchaser shall bear and pay the same accordingly and without any delay, demur or default.
- 30.2. The liability of the Purchaser to pay the aforesaid outgoings and impositions shall accrue with effect from the expiry of notice period of the intimation given to the Purchaser to take possession.
- 30.2.1 In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Purchaser under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser shall be liable to pay to the Maintenance-in-charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the Purchaser and his employees customers agents tenants or licencees and/or the Designated Apartment.
- 30.2.2 The Purchaser shall be and remain responsible for and to indemnify the Vendors, the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the Land or any other part of the Said Buildings or to any person due to negligence or any act deed or thing made done or occasioned by the Purchaser and shall also indemnify the Vendors and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Vendors and/or the Promoter as a result of any act omission or negligence of the Purchaser or the servants agents licensees or invitees of the Purchaser and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Purchaser.

#### **SCHEDULE E-2**

#### (Common Expenses)

Common Expenses shall include the following:

- MAINTENANCE: All costs and expenses of maintaining, repairing, redecorating, I. renovating, replacing, renewing, cleaning, lighting etc. of the main structure including the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas of the Said Building and of the Project (including lifts, generators, intercom, water pump with motor, Club related equipment and also the Parking Spaces and all adjoining side spaces and all related gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Said Building and/or the Project and/or the Club and related facilities and/or enjoyed or used by the Purchaser in common with other occupiers or serving more than one Unit/Flat and other saleable space in the Building and at the Land, main entrance, landings and staircase of the Building enjoyed or used by the Purchaser in common as aforesaid and the boundary walls of the Land, compounds etc. The costs of cleaning and lighting the Common Areas, the main entrance, passages, driveways, landings, staircases and other parts of the Said Building and/or the Project so enjoyed or used by the Purchaser in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
- II. <u>OPERATIONAL</u>: All costs, charges and expenses for running and operating all machines equipments and installations comprised in the Common Areas and also the Parking Spaces.
- **III. STAFF**: The salaries of and all other expenses of the staffs to be employed for the common purposes including their bonus and other emoluments and benefits.
- **IV.** <u>ASSOCIATION</u>: Establishment and all other expenses of the Association and also similar expenses of the Maintenance-In-charge looking after the common purposes, until handing over the same to the Association.
- **Y.** <u>TAXES</u>: Municipal and other rates, taxes and levies and all other outgoings in respect of the Land (save those assessed separately in respect of any unit).
- VI. <u>AMC & INSURANCE</u>: Annual Maintenance Contracts (AMC), Insurance premium for insurance, if so done, of the Project (except individual units) and/or any Common Areas and also the Parking Spaces or any part thereof against normal degeneration or damages and/or force majeure events including earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
- **VII.** <u>COMMON UTILITIES</u>: Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
- **VIII.** <u>**RESERVES**</u>: Creation of funds for replacement, renovation and/or other periodic expenses.
- **IX.** PARKING SPACES: All fees, taxes, costs, charges and expenses for operating cleaning, painting, managing maintaining, up-keeping, repair, replacement, renovation,

overhaul, in respect of the Parking Spaces and also on deployment of personnel and agency for its operation, security, protection and other purposes etc.

**X.** OTHERS: All other expenses and/or outgoings including litigation expenses as are incurred by the Vendors, the Promoter and/or the Association for the common purposes.