

CONVEYANCE DEED

THIS CONVEYANCE DEED executed on this _____ (date) day of _____ (Month), 20____.

By and Between

VENDORS¹:

(1) **EVERLINK BUILDERS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata-700001 having CIN U45400WB2010PTC144231, having PAN AACCE3510C, (2) **SALONA REALESTATES PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata-700001 having CIN U45400WB2010PTC155542, having PAN AAPCS0997Q, (3) **SAFFORN PROJECTS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2010PTC155501, having PAN AAPCS0995N, (4) **INDUCT INFRAPROJECT PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S.Road, 10th Floor, Room No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2010PTC152758, having PAN AACCI4799P, (5) **ARTH DEVCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S.Road, 10th Floor, Room No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2010PTC155540, having PAN AAJCA0305J, (6) **INDUCT REALESTATE PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S.Road, 10th Floor, Room No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC163500, having PAN AACCI6266P, (7) **WELSOME REALESTATE PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC163504, having PAN AABCW1040N, (8) **ENDORSE BUILDERS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S.Road, 10th Floor, Room No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC163498, having PAN AACCE7306A, (9) **WELSOME CONSTRUCTION PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S.Road, 10th Floor, Room No.10, Police

¹ Particulars mentioned are subject to changes and modifications that may occur until actual execution of the sale deed

Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC164458, having PAN AABCW1174H, (10) **INCREDIBLE DEVCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S.Road, 10th Floor , Room No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC164475, having PAN AACCI6588E, (11) **INTENT BUILDCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC164433, having PAN AACCI6591D, (12) **IMPROVE REALCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC164432, having PAN AACCI6586L, (13) **INSPIRE DEVCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC164476, having PAN AACCI6590C, (14) **ISOLATE INFRAPROJECTS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC164461, having PAN AACCI6589F, (15) **INVENTION INFRAPROJECTS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC164462, having PAN AACCI6587M, (16) **WONDER REALCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO, Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC164460, having PAN AABCW1176F, (17) **WAKEFUL INFRA PROJECTS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S.Road, 10th Floor, Room No.10, Police Station Hare Street, Post Office GPO, Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC165406, having PAN AABCW1223F , (18) **ISOLATE BUILDCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45200WB2011PTC165409, having PAN AACCI6722J, (19) **WELCOME DEVCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC164451, having PAN AABCW1177E , (20) **WEIGHTY BUILDERS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC164456, having PAN AABCW1175G , (21) **EVERNEW PROPERTIES PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House

Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2010PTC155539, having PAN AACCE5651Q , (22) **GOODFAITH DEVELOPERS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 3A, N.S.Road, 10th Floor , Room No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2010PTC155541, having PAN AAECG0467A , (23) **IVORY ENCLAVE PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC170353, having PAN AACCI7759M , (24) **IVORY COMPLEX PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S.Road, 10th Floor, Room No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC170352, having PAN AACCI7763D , (25) **INCREDIBLE PROCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S.Road, 10th Floor , Room No.10 Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC167610, having PAN AACCI7134C , (26) **INTENT CONSTRUCTION PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC167615, having PAN AACCI7137B , (27) **ELECT DEVCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S. Road, 10th Floor, Room No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC163495, having PAN AACCE7307B , (28) **WARP INFRAPROJECTS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC163501, having PAN AABCW1041P , (29) **ENABLE BUILDERS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC163497, having PAN AACCE7303F , (30) **WEIGHTY DEVCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S.Road, 10th Floor , Room No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC163502, having PAN AABCW1110F (31) **ELASTIC DEVELOPERS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC163503, having PAN AACCE7304C (32) **EFFORT CONSTRUCTION PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S. Road, 10th Floor, Room No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC163494, having PAN AACCE7302E , (33) **EVERSHINE PROCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4 Police

Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC163607, having PAN AACCE7488D, (34) **INDUCT DEVELOPERS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC169720, having PAN AACCI7624M , (35) **INDEX BUILDCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC169716, having PAN AACCI7623N , (36) **ISOLATE PROCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC169718, having PAN AACCI7626K , (37) **INSIST REALCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S. Road, 10th Floor, Room No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC169722, having PAN AACCI7627J , (38) **IDENTICAL BUILDERS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S. Road, 10th Floor, Room No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC166210, having PAN AACCI6880P, (39) **EMINENT DEVCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC166213, having PAN AACCE7932N, (40) **IMMORTAL BUILDERS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC166214, having PAN AACCI6881N, (41) **WISE DEVELOPERS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S. Road, 10th Floor, Room No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC166223, having PAN AABCW1303Q, (42) **ELFIN BUILDCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S. Road, 10th Floor, Room No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC167608, having PAN AACCE8207E, (43) **IMPIETY DEVCON PRIVATE LIMITED** a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC167609, having PAN AACCI7136A, (44) **INVENTION DEVELOPERS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC167611, having PAN AACCI7133F, (45) **WILY DEVELOPERS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S. Road, 10th Floor, Room No.10, Police Station Hare Street,

Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC167649, having PAN AACBW1413H, (46) **IMMENCE DEVELOPERS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC167651, having PAN AACCI7138Q, (47) **ENDORSE REALCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC165478, having PAN AACCE7788A, (48) **EFFORT DEVCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S. Road, 10th Floor, Room No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC165487, having PAN AACCE7787R, (49) **INTENT DEVCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S. Road, 10th Floor, Room No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45200WB2011PTC165541, having PAN AACCI6748Q, (50) **WOODLAND REALESTATE PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S. Road, 10th Floor, Room No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC165405, having PAN AACBW1222E, (51) **EARTHY DEALCOM PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S. Road, 10th Floor, Room No.10 Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC166270, having PAN AACCE7936J, (52) **EMBARK PROCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC166209, having PAN AACCE7933P, (53) **INDEX CONSTRUCTION PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC166224, having PAN AACCI6879G, (54) **WELSOME DEVELOPERS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC167612, having PAN AACBW1412G, (55) **IMPERIAL PROCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45200WB2011PTC165417, having PAN AACCI6723K, (56) **EVERLINK HOUSING PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2012PTC186046, having PAN AADCE2612E, (57) **PANJI GRIHA NIRMAN PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S. Road, 10th Floor, Room No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001

having CIN U45201WB2001PTC092941, having PAN AACCP2415K and (58) ABHIEERU **COMPLEX PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U70102WB2012PTC186154, having PAN AALCA0057F all Vendors (1) to (59) represented by their Constituted Attorney _____; hereinafter referred to as the "Vendors" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors or successors-in-interest and assigns) of the **FIRST PART**;

AND

SALARPURIA SIGNUM COMPLEX LLP a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its Registered Office at _____, Police Station _____, Post Office _____, Kolkata- _____ (PAN AAFFS8401G); represented by its Authorized Representative Mr. _____ (Aadhaar No. _____) authorized vide resolution dated _____;² hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its respective successors-in-interest, and permitted assigns) of the **SECOND PART**;

AND

[If the Purchaser is a company]

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

[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 _____ (Aadhaar No. _____) 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).

^{2 2} Particulars mentioned are subject to changes and modifications that may occur until actual execution of the sale deed

[OR]

[If the Purchaser is an Individual]

Mr. / Ms. _____ (Aadhaar No. _____) son/daughter
of _____ aged about _____, residing at
_____, (PAN _____),

hereinafter called the "**Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the Purchaser is a HUF]

Mr. _____ (Aadhaar No. _____)
son of _____ aged about for self and as the Karta of the Hindu
Joint Mitakshara Family known as HUF, having its place of business / residence at
_____, (PAN _____),

hereinafter referred to as the "**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**.

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

AND

_____ an Association registered under the West Bengal
Apartment Ownership Act, 1972 and having its office at _____ and
represented by _____ hereinafter referred to as "**the Association**" (which
expression shall unless repugnant to the context or meaning thereof be deemed to mean its
successors or successors-in-office and also the members for the time being of the
Association and their respective successors or successors-in-interest) of the **FOURTH
PART:****

***{Note : Making of Association as a party is subject to the Association being registered at
the material time. If no Association is formed, several provisions in the format deed in
connection with Association will undergo changes}*

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

- 1. Definitions** - For the purpose of this Deed for Sale, unless the context otherwise requires,-

- (a) "**Act**" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- (b) "**Rules**" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- (c) "**Regulations**" means the Regulations 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- (d) "**Section**" means a section of the Act.

II. WHEREAS:

- A. The Vendors are the full and lawful owners of **ALL THAT** pieces or parcels of land admeasuring 22163.77 Square metre or 5.48 Acre or 548 Satak more or less situate lying and being entire (1) L.R. Dag No. 1326 (24 satak more or less) recorded in L.R. Khatian Nos.1226, 1227 and 1228 (formerly R.S. Dag No. 1326 recorded in R.S. Khatian Nos.710 and 818), (2) L.R. Dag No.1327 (25 satak more or less) recorded in L.R. Khatian Nos.1097, 1096, 1095, 1094, 1093, 1092, 1091 and 1090 (formerly R.S. Dag No.1327 recorded in R.S. Khatian Nos.661 and 662) (3) L.R. Dag No.1328 (53 satak more or less) recorded in L.R. Khatian Nos.1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1100, 1101, 1102 and 1103 (formerly R.S. Dag 1328 recorded in R.S. Khatian Nos.525), (4) L.R. Dag No.1329 (29 satak more or less) recorded in L.R. Khatian Nos.1097, 1096, 1095, 1094, 1093, 1092, 1091 and 1090 (formerly R.S. Dag No.1329 recorded in R.S. Khatian No.527/1) (5) L.R. Dag No.1331 (14 satak more or less) recorded in L.R. Khatian No.1090, 1091, 1092, 1093, 1094, 1095, 1096 and 1097 (formerly R.S. Dag No.1331 recorded in R.S. Khatian No.543) (6) L.R. Dag No.1332 (11 satak more or less) recorded in L.R. Khatian No. 1089, 1088, 1087, 1086, 1085, 1084, 1083 and 1082 (formerly R.S. Dag No.1332 recorded in R.S. Khatian No.532) (7) L.R. Dag No.1333 (14 satak more or less) recorded in L.R. Khatian Nos. 1089, 1088, 1087, 1086, 1085, 1084, 1083 and 1082 (formerly R.S. Dag No.1333 recorded in R.S. Khatian No.574) (8) L.R. Dag No.1351 (8 satak more or less) recorded in L.R. Khatian Nos.1098 and 1099 (formerly R.S. Dag No.1351 recorded in R.S. Khatian No.537) (9) L.R. Dag No.1364 (6 satak more or less) recorded in L.R. Khatian Nos. 1106, 1107, 1108, 1109,1110, 1111 and 1112 (formerly R.S. Dag No.1364 recorded in Khatian No.735, 434 and 436) (10) L.R. Dag No.1365 (22 Satak more or less) recorded in L.R. Khatian Nos.1098, 1099, 1161, 1162 (formerly R.S. Dag No.1365 recorded in R.S. Khatian No.520) (11) L.R. Dag No.1366 (17 satak more or less) recorded in L.R. Khatian Nos.1125 and 1126 (formerly R.S. Dag No 1366 recorded in R.S. Khatian No 563) (12) L.R. Dag No.1367 (12 satak more or less) recorded in L.R. Khatian Nos.1090, 1091, 1092, 1093, 1094, 1095, 1096, 1097 (formerly R.S. Dag No.1367) (13) L.R. Dag No.1368 (6 satak more or less) recorded in L.R. Khatian Nos.1106, 1107, 1108, 1109, 1110, 1111 and 1112 (formerly R.S. Dag No.1368 recorded in R.S. Khatian No.537) (14) L.R. Dag No.1369 (35 satak more or less) recorded in L.R. Khatian Nos.1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1100, 1101, 1102 and 1103 (formerly R.S. Dag No.1369 recorded in R.S. Khatian No.655), (15) L.R. Dag No.1370 (36 satak more or less) recorded in L.R. Khatian Nos.1106, 1107, 1108, 1109, 1110, 1111 and 1112 (formerly R.S. Dag No.1370 recorded in R.S. Khatian Nos.434, 436 and 735) (16) L.R. Dag No.1371 (34 satak more or less) recorded in L.R. Khatian Nos. 1106, 1107, 1108, 1109, 1110,

1111 and 1112 (formerly R.S. Dag No.1371 recorded in R.S. Khatian Nos.434, 436 and 735) (17) L.R. Dag No.1372 (34 satak more or less) recorded in L.R. Khatian Nos. 1127, 1128, 1129, 1130, 1163, 1164, 1165, 1166 (formerly R.S. Dag No.1372 recorded in R.S. Khatian No.482) (18) divided and demarcated portion of L.R. Dag No.1385 (120.5 Satak more or less out of 249 satak) recorded in L.R. Khatian Nos. 1116/1, 1117/1, 1118/1, 1119/1, 1120/1, 1121/1, 1122/1, 1123, 1124, 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1122 and 1121 (formerly R.S. Dag No.1385 recorded in R.S. Khatian No.784 and 786) (19) divided and demarcated portion of L.R. Dag No.1386 (9.5 Sataks more or less out of 11 Satak purchased by the relevant owners and mutated in their names out of total 14 satak in the Dag) recorded in L.R. Khatian Nos. 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121 and 1122 (formerly R.S. Dag No.1386 recorded in R.S. Khatian No.785, 787, 790 and 792) (20) L.R. Dag No.1385/1712 (21 satak more or less) recorded in L.R. Khatian Nos. 1116/1, 1117/1, 1118/1, 1119/1, 1120/1, 1121/1, 1122/1, 1123 and 1124 (formerly R.S. Dag No.1385/1712 recorded in R.S. Khatian No.788) and (21) L.R. Dag No.1435/1718 (17 satak more or less) recorded in L.R. Khatian Nos. 1116/1, 1117/1, 1118/1, 1119/1, 1120/1, 1121/1, 1122/1, 1123 and 1124 (formerly R.S. Dag No.1435/1718 recorded in R.S. Khatian No.513) all in Mouza Bade Hooghly, J. L. No. 80, Additional District Sub-Registrar, Sonarpur under Police Station Sonarpur, Poleghat Gram Panchayat in the District of South 24 Parganas, Pin Code 700145 described in clause 1 of Schedule A ("Said Land") vide sale deed(s) and other chain of title as mentioned in Schedule A-1 hereto. The Vendors and the Promoter have entered into a joint development agreement dated 24th May 2019 and registered with Additional Registrar of Assurances-IV, Kolkata in Book I, Volume No. 1904-2019, pages 241190-241376 Being No. 190405435 for the year 2019 ("**Development Agreement**")

- B. The said Land was earmarked for the purpose of building a residential project comprising multistoried apartment buildings and the said entire project shall be known as **Suncrest Estate ("Whole Complex")** of which the first phase comprised of five multistoried apartment buildings numbered 2A, 2B, 2C, 2D and 2E all lying on demarcated portions of the said Land and as described in Part-I of Schedule A-3 hereto ("**Project**"). The original sanctioned building plans also contained sanction for several other buildings at other portions of the said Land and new / modified plans have also been sanctioned/may be sanctioned for modifications to the same and/or additional buildings. The Promoter may, if not already done, in future and from time to time decide whether to develop further or other buildings in one or more phases at said Land ("**Future Phases**"). If the Promoter develops further buildings in one or more phases and in such event there shall, to the extent of such development, be sharing of certain common amenities and facilities between the Project and the Future Phases. In case or any of them amongst the co-owners of the Project and the developed Future Phases. If the Promoter does not develop any part of the Future Phases, then the Promoter shall be entitled to demarcate the connected land and exclude the same from the Whole Complex and the Land Owners and Promoter shall own, hold, enjoy and/or deal with or transfer the same in such manner as they may deem fit and proper.
- C. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Whole Complex including the Project and also the apartments and buildings from Sonarpur Zilla Parishad South 24 Parganas and has constructed the

Project and obtained the Completion Certificate/Occupancy Certificate in respect thereof from the _____ on _____.

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

E. By an Agreement for Sale dated _____ ("**Agreement**"), the Promoter and the Vendors agreed to sell to the Purchaser (as allottee thereunder) and the Purchaser agreed to purchase from them **ALL THAT** apartment no. _____ having carpet area of _____ square feet, type, on floor in [tower/block/building] no. _____ ("**Building**") along with _____ number parking as permissible under the applicable law and of 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** and the floor plan of the Designated Apartment is annexed hereto and marked as **Schedule C**. Be it clarified that the term Common Areas insofar as the same refers to the share of the Allottee in the land shall mean the land in First Phase described in clause 2 of Schedule A hereto ("**Project Land**") and pro rata share being conveyed is the land comprised in the plinth of the Building in which the Designated Apartment be situated

F. The Parties have gone through all the terms and conditions set out in this Deed including the additional disclosures in Schedule A-2 hereto and understood the mutual rights and obligations detailed herein.

G. As per Section 17 of the Act, the Promoter is, inter alia, required to execute a registered conveyance deed in respect of the Designated Apartment in favour of the Purchaser and in respect of the undivided proportionate title in the common areas in favour of the Association. Accordingly and for other purposes connected with the Association, the Association is made a party to this Conveyance Deed.

H. The Parties hereby confirm that they are signing this Deed with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.

III **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 by the Purchaser to the Promoter paid 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 consideration to the Vendors to the extent apportioned towards their proportionate share in the Project 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 **ALL THAT** the Designated Apartment being the _____ morefully and particularly mentioned and described in **Schedule-B** hereto **AND TOGETHER WITH** right to use the Common Areas in common with the Vendors and Promoter and other persons permitted by them [**AND TOGETHER**

WITH right to use the Common Areas comprised in the Future Phase (if developed by the Promoter) to the extent permitted by the Promoter, in common with the Vendors and Promoter and other persons permitted by them]³ **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the Designated Apartment **AND** all the estate right title interest property claim and demand whatsoever of the Promoter and the Vendors into or upon the Designated Apartment **TO HAVE AND TO HOLD** the Designated Apartment unto and to the use of the Purchaser absolutely and forever **TOGETHER WITH AND/OR SUBJECT TO** the easements quasi-easements and other stipulations and provisions in favour of the Purchaser and the Promoter/Vendors as are set out in the **Schedule D** hereto **AND SUBJECT TO** 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.

[And in the premises aforesaid and in pursuance of section 17 of the said Act, the Vendors and the Promoter do hereby sell and transfer to the Association their respective undivided proportionate title to the Project Land attributable to the Designated Apartment and the Vendors and the Promoter do hereby sell and transfer to the Association undivided proportionate title to the other Common Areas comprised in the Project Land absolutely.]⁴

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

- (a) The interest which they 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 them or any person or persons claiming through under or in trust for them **AND** freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever created

³ * Will be applicable if constructed and/or relevant at the time of execution of sale deed

⁴ ** Subject to formation of Association – refer to the footnote above. If no association is formed then the following clause with suitable modifications may be substituted:

“And in pursuance of section 17 of the said Act, the Parties do hereby mutually agree that the undivided proportionate title to the said Land attributable to the Designated Apartment and the undivided proportionate title to the other Common Areas attributable to the Designated Apartment is deemed to have been and is hereby conveyed by the Vendor and the Promoter respectively with the consent and confirmation of the Purchaser to Puri Planet Apartment Owners Association (the “Association”).”

or made by the Vendors and the Promoter save only those as are expressly mentioned herein.

- (c) They 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.

V. IT IS HEREBY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES HERETO as follows:-

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) Pursuant to Section 17 of the said Act and at the instance of the Purchaser, the Association has been conveyed the undivided proportionate share in the Common Areas comprised in the Project Land.
 - (iii) the Purchaser shall use the Common Areas as specified in Clause 1.1 and 1.2 of Schedule E hereunder along with the Vendors, the Promoters, other persons permitted by them, other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and as per the rules made in this respect. It is clarified that the Promoter has handed over/shall hand over the Common areas as specified in Clause 1.1 and 1.2 of Schedule E hereunder to the Association.
 - (iv) [the Purchaser shall use the Common Areas comprised in the Future Phase (if developed by the Promoter) along with the Vendors, the Promoters, other persons permitted by them, other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and as per the rules made in this respect.]*⁵
2. **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.
3. **INDEPENDENT PROJECT:** It is agreed that the Whole Complex is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser. The Project is in the first phase of the Whole Complex and the disclosures made in recitals above and in Schedule A-2 shall apply as regards the sharing of facilities and interdependence on several aspects between the Project

⁵ *if applicable – refer to footnotes above

and the Future Phase (if and to the developed) of the Whole Complex. It is clarified that Project's facilities and amenities as per Part-1 of Schedule E shall be available only for use and enjoyment of the Allottees of the Project and in case the Future Phases is developed by the Promoter then and in that event, the Promoter may at its sole discretion allow the common use by the co-owners of the Project and the Future Phases of such Common Amenities and Facilities in the Project and Future Phases, as the Promoter may in its absolute discretion think fit and proper.

4. **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.
5. **CONSTRUCTION OF THE PROJECT / APARTMENT:** The Purchaser has seen the Project and the Designated Apartment and all Common Areas thereat including all facilities, amenities and specifications thereat and the quality of materials and workmanship used therein and is fully satisfied thereabout. The Purchaser has also seen the layout plan, and the sanctioned plans as modified and verified the same with the Designated Apartment and the Project including as regards the area, the facilities, amenities and specifications thereat. The Purchaser has also understood that the building in which the Designated Apartment is situated forms part of the first phase of development. [The Purchaser is also aware about the construction of the Future Phase (if developed by the Promoter) and common use of those Common Areas as may be permitted by the Vendors and the Promoter among the co-owners of the Whole Complex .]*⁶
6. **POSSESSION OF THE DESIGNATED APARTMENT:** The Purchaser acknowledges and confirms that the Promoter has carried out timely delivery of possession of the Designated Apartment to the Purchaser. The common areas as specified in Clause 1.1 and 1.2 of Schedule E hereunder to the Association are duly made ready and complete with all specifications, amenities and facilities of the project and [has been/shall be handed over to the Association] *⁷ .
7. **HANDOVER OF DOCUMENTS:** The Purchaser and the Association acknowledges and confirms that the Promoter has handed over/shall hand over the necessary

⁶ If and as applicable

⁷ Subject to changes as per facts applicable

documents and plans, including common areas as specified in Clause 1.1 and 1.2 of Schedule E hereunder, to the Association.

8. **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 the Agreement), 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 said 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.
9. **MAINTENANCE OF THE BUILDING / APARTMENT / PROJECT**: The Association upon taking charge and until then the Maintenance In-charge shall be responsible to provide and maintain essential services in the Project. The cost of such maintenance shall be payable by the Purchaser separately to the Association.
10. **DEFECT LIABILITY**: It is agreed that in case any structural defect or any other defect in workmanship, quality of or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter by the Purchaser within a period of 5 (five) years from the date of completion certificate and/or partial completion certificate of the building in which the Designated Apartment is situated, as the case may be, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided That the obligation or liability of the Promoter shall not arise if the defect has arisen owing to act or omission of the Purchaser or any other Co-owner or Association and/or any other person or if the portion alleged to have the defect has already been altered before the Promoter is able to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the Association or competent authority
11. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS**: 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 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.
12. **USAGE**: Use of Basement and Service Areas: The basement(s) and service areas if any located within the Project Suncrest Estate-Phase-I are 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 sanctioned plans. The Purchaser shall not be permitted to use the services areas and the basements 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.

13. COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 13.1 The Purchaser with effect from _____, is and shall continue to be solely responsible to comply with the House Rules as per Schedules 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.
- 13.2 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 Purchasers 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.
- 13.3 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.
- 13.4 The Purchaser accepts the full knowledge of all laws, rules, regulations, notifications applicable to the project.
14. **ADDITIONAL CONSTRUCTIONS:** The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanctioned plans and specifications, amenities and facilities has been approved by the competent authority(ies) 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 Project 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 and/or the Whole Complex, as the case may be Provided that the Promoter shall make any such additional construction upon obtaining approval of plans by appropriate authority and upon complying with the applicable provisions of the Act and/or Rules.

15. **ENTIRE CONTRACT:** 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.
16. **PROVISIONS OF THIS DEED APPLICABLE ON ALLOTTEE/SUBSEQUENT BUYER/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 and/or the Whole Complex 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.
17. **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.
18. **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.
19. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE DEED:** Wherever in this Deed it is stipulated that the Purchaser has to make payment, in common with other Co-owners in Project, the same shall be the proportion which the carpet area of the Designated Apartment bears to the total carpet area of all the Apartments in the Project.
20. **FURTHER ASSURANCES:** Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Deed.
21. **PLACE OF EXECUTION:** The execution of this Deed shall be completed only upon its execution by the parties Hence this Deed shall be deemed to have been executed at _____
22. **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.

23. **OTHER TERMS AND CONDITIONS** : The other terms and conditions as per the contractual understanding between the parties have been incorporated in the Schedules hereto.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Deed at _____ (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Vendors:

Signature _____

Name _____

Address _____

At _____ on _____ in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED :

PURCHASER: (including joint buyers)

Signature _____

Name _____

Address _____

Signature _____

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

Signature _____

Name _____

Address _____

At _____ on _____ in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Association:

Signature _____

Name _____

Address _____

At _____ on _____ in the presence of:

WITNESSES :

Signature _____

Name _____

Address _____

Signature _____

Name _____

Address _____

SCHEDULE 'A'

1. **SAID LAND: ALL THAT** pieces or parcels of land admeasuring 22163.77 Square metre or 5.48 Acre or 548 Satak more or less situate lying and being entire (1) L.R. Dag No. 1326 (24 satak more or less) recorded in L.R. Khatian Nos.1226, 1227 and 1228 (formerly R.S. Dag No. 1326 recorded in R.S. Khatian Nos.710 and 818), (2) L.R. Dag No.1327 (25 satak more or less) recorded in L.R. Khatian Nos.1097, 1096, 1095, 1094, 1093, 1092, 1091 and 1090 (formerly R.S. Dag No.1327 recorded in R.S. Khatian Nos.661 and 662) (3) L.R. Dag No.1328 (53 satak more or less) recorded in L.R. Khatian Nos.1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1100, 1101, 1102 and 1103 (formerly R.S. Dag 1328 recorded in R.S. Khatian Nos.525), (4) L.R. Dag No.1329 (29 satak more or less) recorded in L.R. Khatian Nos.1097, 1096, 1095, 1094, 1093, 1092, 1091 and 1090 (formerly R.S. Dag No.1329 recorded in R.S. Khatian No.527/1) (5) L.R. Dag No.1331 (14 satak more or less) recorded in L.R. Khatian No.1090, 1091, 1092, 1093, 1094, 1095, 1096 and 1097 (formerly R.S. Dag No.1331 recorded in R.S. Khatian No.543) (6) L.R. Dag No.1332 (11 satak more or less) recorded in L.R. Khatian No. 1089, 1088, 1087, 1086, 1085, 1084, 1083 and 1082 (formerly R.S. Dag No.1332 recorded in R.S. Khatian No.532) (7) L.R. Dag No.1333 (14 satak more or less) recorded in L.R. Khatian Nos. 1089, 1088, 1087, 1086, 1085, 1084, 1083 and 1082 (formerly R.S. Dag No.1333 recorded in R.S. Khatian No.574) (8) L.R. Dag No.1351 (8 satak more or less) recorded in L.R. Khatian Nos.1098 and 1099 (formerly R.S. Dag No.1351 recorded in R.S. Khatian No.537) (9) L.R. Dag No.1364 (6 satak more or less) recorded in L.R. Khatian Nos. 1106, 1107, 1108, 1109,1110, 1111 and 1112 (formerly R.S. Dag No.1364 recorded in Khatian No.735, 434 and 436) (10) L.R. Dag No.1365 (22 Satak more or less) recorded in L.R. Khatian Nos.1098, 1099, 1161, 1162 (formerly R.S. Dag No.1365 recorded in R.S. Khatian No.520) (11) L.R. Dag No.1366 (17 satak more or less) recorded in L.R. Khatian Nos.1125 and 1126 (formerly R.S. Dag No.1366 recorded in R.S. Khatian No.563) (12) L.R. Dag No.1367 (12 satak more or less) recorded in L.R. Khatian Nos.1090, 1091, 1092, 1093, 1094, 1095, 1096, 1097 (formerly R.S. Dag No.1367) (13) L.R. Dag No.1368 (6 satak more or less) recorded in L.R. Khatian Nos.1106, 1107, 1108, 1109, 1110, 1111 and 1112 (formerly R.S. Dag No.1368 recorded in R.S. Khatian No.537) (14) L.R. Dag No.1369 (35 satak more or less) recorded in L.R. Khatian Nos.1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1100, 1101, 1102 and 1103 (formerly R.S. Dag No.1369 recorded in R.S. Khatian No.655), (15) L.R. Dag No.1370 (36 satak more or less) recorded in L.R. Khatian Nos.1106, 1107, 1108, 1109, 1110, 1111 and 1112 (formerly R.S. Dag No.1370 recorded in R.S. Khatian Nos.434, 436 and 735) (16) L.R. Dag No.1371 (34 satak more or less) recorded in L.R. Khatian Nos. 1106, 1107, 1108, 1109, 1110, 1111 and 1112 (formerly R.S. Dag No.1371 recorded in R.S. Khatian Nos.434, 436 and 735) (17) L.R. Dag No.1372 (34 satak more or less) recorded in L.R. Khatian Nos. 1127, 1128, 1129, 1130, 1163, 1164, 1165, 1166 (formerly R.S. Dag No.1372 recorded in R.S. Khatian No.482) (18) divided and demarcated portion of L.R. Dag No.1385 (120.5 Satak more or less out of 249 satak) recorded in L.R. Khatian Nos. 1116/1, 1117/1, 1118/1, 1119/1, 1120/1, 1121/1, 1122/1, 1123, 1124, 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1122 and 1121 (formerly R.S. Dag No.1385 recorded in R.S. Khatian No.784 and 786) (19) divided and demarcated portion of L.R. Dag No.1386 (9.5 Sataks more or less out of 11 Satak purchased by the relevant owners and mutated in their names out of total 14 satak in the Dag) recorded in L.R. Khatian

Nos. 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121 and 1122 (formerly R.S. Dag No.1386 recorded in R.S. Khatian No.785, 787, 790 and 792) (20) L.R. Dag No.1385/1712 (21 satak more or less) recorded in L.R. Khatian Nos. 1116/1, 1117/1, 1118/1, 1119/1, 1120/1, 1121/1, 1122/1, 1123 and 1124 (formerly R.S. Dag No.1385/1712 recorded in R.S. Khatian No.788) and (21) L.R. Dag No.1435/1718 (17 satak more or less) recorded in L.R. Khatian Nos. 1116/1, 1117/1, 1118/1, 1119/1, 1120/1, 1121/1, 1122/1, 1123 and 1124 (formerly R.S. Dag No.1435/1718 recorded in R.S. Khatian No.513) all in Mouza Bade Hooghly, J. L. No. 80, Additional District Sub-Registrar, Sonarpur under Police Station Sonarpur, Poleghat Gram Panchayat in the District of South 24 Parganas, Pin Code 700145 and butted and bounded as follows:-

- 1.1.1 On the **North** : by Road, Land and RTS of Ellias Sk., RTS of Sovan Sk., House of Siraj Gazi, land of Jonu Ghosh, Land of Jonu Ghosh & Ors. Land of Dr. Ghosh, Land of Abbas Sk.;
- 1.1.2 On the **South** : by Malencha Road, RTS of Sk. Kuddus, Land of late Jehad Mistri, Burial Ground, Land of Raffic Sk., Good News School, Spoke Workshop, House of Chanda Sk., RTS of Shadat Gazi.;
- 1.1.3 On the **East** : by Pond of Masjid Committee, RTS of Jahangir Sk., Land of Siraj Gazi, Land and building of Suresh Ghosh, House of Kalicharan Ghosh; and
- 1.1.4 On the **West** : by RTS of Sk. Kuddus, Land of Bapi Mistri, Burial Ground, Extended E.M. Bypass, Land of Abbas Sk. Land of Sk. Haniff, Land of Dr. Ranjit Ghosh.

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

- 2 PROJECT LAND: ALL THAT** pieces or parcels of land admeasuring 11933.88 Square metre or 2.9489 Acre or 294.89 Satak more or less situate lying and being entire (1) L.R. Dag No. 1326 recorded in L.R. Khatian Nos.1226, 1227 and 1228 (formerly R.S. Dag No. 1326 recorded in R.S. Khatian Nos.710 and 818), (2) L.R. Dag No.1327 recorded in L.R. Khatian Nos.1097, 1096, 1095, 1094, 1093, 1092, 1091 and 1090 (formerly R.S. Dag No.1327 recorded in R.S. Khatian Nos.661 and 662) (3) L.R. Dag No.1328 recorded in L.R. Khatian Nos.1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1100, 1101, 1102 and 1103 (formerly R.S. Dag 1328 recorded in R.S. Khatian Nos.525), (4) L.R. Dag No.1329 recorded in L.R. Khatian Nos.1097, 1096, 1095, 1094, 1093, 1092, 1091 and 1090 (formerly R.S. Dag No.1329 recorded in R.S. Khatian No.527/1), (5) L.R. Dag No.1331 recorded in L.R. Khatian No.1090, 1091, 1092, 1093, 1094, 1095, 1096 and 1097 (formerly R.S. Dag No.1331 recorded in R.S. Khatian No.543), (6) L.R. Dag No.1332 recorded in L.R. Khatian No. 1089, 1088, 1087, 1086, 1085, 1084, 1083 and 1082 (formerly R.S. Dag No.1332 recorded in R.S. Khatian No.532), (7) L.R. Dag No.1333 recorded in L.R. Khatian Nos. 1089, 1088, 1087, 1086, 1085, 1084, 1083 and 1082 (formerly R.S. Dag No.1333 recorded in R.S. Khatian No.574), (8) L.R. Dag No.1368 recorded in L.R. Khatian Nos.1106, 1107, 1108, 1109, 1110, 1111 and 1112 (formerly R.S. Dag No.1368 recorded in R.S. Khatian No.537), (9) divided and demarcated portion of L.R. Dag No.1351 recorded in L.R. Khatian Nos.1098 and 1099 (formerly R.S. Dag No.1351 recorded in R.S. Khatian No.537), (10) divided and demarcated portion of L.R. Dag No.1365 recorded in L.R. Khatian Nos.1098, 1099,

1161, 1162 (formerly R.S. Dag No.1365 recorded in R.S. Khatian No.520), (11) divided and demarcated portion of L.R. Dag No.1366 recorded in L.R. Khatian Nos.1125 and 1126 (formerly R.S. Dag No.1366 recorded in R.S. Khatian No.563), (12) divided and demarcated portion of L.R. Dag No.1367 recorded in L.R. Khatian Nos.1090, 1091, 1092, 1093, 1094, 1095, 1096, 1097 (formerly R.S. Dag No.1367), (13) divided and demarcated portion of L.R. Dag No.1369 recorded in L.R. Khatian Nos.1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1100, 1101, 1102 and 1103 (formerly R.S. Dag No.1369 recorded in R.S. Khatian No.655), (14) divided and demarcated portion of L.R. Dag No.1370 recorded in L.R. Khatian Nos.1106, 1107, 1108, 1109, 1110, 1111 and 1112 (formerly R.S. Dag No.1370 recorded in R.S. Khatian Nos.434, 436 and 735), (15) divided and demarcated portion of L.R. Dag No.1371 recorded in L.R. Khatian Nos. 1106, 1107, 1108, 1109, 1110, 1111 and 1112 (formerly R.S. Dag No.1371 recorded in R.S. Khatian Nos.434, 436 and 735), (16) divided and demarcated portion of L.R. Dag No.1372 recorded in L.R. Khatian Nos. 1127, 1128, 1129, 1130, 1163, 1164, 1165, 1166 (formerly R.S. Dag No.1372 recorded in R.S. Khatian No.482), (17) divided and demarcated portion of L.R. Dag No.1386 recorded in L.R. Khatian Nos. 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121 and 1122 (formerly R.S. Dag No.1386 recorded in R.S. Khatian No.785, 787, 790 and 792), all in Mouza Bade Hooghly, J. L. No. 80, Additional District Sub-Registrar, Sonarpur under Police Station Sonarpur, Poleghat Gram Panchayat in the District of South 24 Parganas, Pin Code 700145

SCHEDULE A-1

CHAIN OF TITLE:

Re : R.S. and L.R. Dag No. 1326 – Total Area in Dag - 0.24 acre, Subject Area – 0.24 acre or 24 Satak (“Dag 1326 Property”):

- 1.1 By a Deed of Gift dated 23rd February 1973 and registered with the Sub Registrar, Baruipur in Book I Volume No. 14 Pages 160 to 167 Being No.968 for the year 1973 one Panchu Gopal Ghosh conveyed and transferred by way of gift unto and to his son Ranjit Kumar Ghosh a portion admeasuring 15 Satak more or less out of the Dag 1326 Property absolutely and forever.
- 1.2 By the two following Sale Deeds both dated 17th October 2012 and registered with the Additional Registrar of Assurances –I, Kolkata, the said Ranjit Kumar Ghosh, for the consideration therein mentioned, sold conveyed and transferred the said 15 Sataks out of Dag 1326 Property as follows:-
 - a. By Sale Deed registered in Book I Volume No.20 Pages 7569 to 7582 Being No.9774 for the year 2012 portion admeasuring 6 Satak more or less out of the Dag 1326 Property was conveyed to Panji Griha Nirman Private Limited absolutely and forever.
 - b. By Sale Deed registered in Book I Volume No.20 Pages 7539 to 7553 Being No.9772 for the year 2012 portion ad measuring 9 Satak more or less out of the Dag 1326 Property was conveyed to Abhieeru Complex Private Limited absolutely and forever

- 1.3 By a Sale Deed dated 21st January 2013 and registered with the Additional Registrar of Assurances –I, Kolkata in Book I Volume No.3 Pages 245 to 261 Being No.00531 for the year 2013 one Jobeda Bibi and Bablu Sheikh for the consideration therein mentioned sold conveyed and transferred unto and to Everlink Housing Private Limited another portion admeasuring 9 Satak out of the Dag 1326 Property absolutely and forever.
- 1.4 The names of the Everlink Housing Private Limited, Panji Griha Nirman Private Limited and Abhieeru Complex Private Limited are recorded as Ralyats in the Records of Rights published under the West Bengal Land Reforms Act, 1955 (hereinafter referred to the "said Act of 1955") under L.R. Khatian Nos. 1226, 1227 and 1228 in respect of the respective owned portions of the said Dag 1326 property.

2. Re : R.S. and L.R. Dag No. 1327 – Total Area in Dag - 0.25 acre, Subject Area – 0.25 acre or 25 Satak ("Dag 1327 Property"):

- 2.1 By a Sale Deed dated 28th January 1981 and registered with the Sub Registrar, Sonarpur in Book I Volume No.8 Pages 162 to 165 Being No.271 for the year 1981 one Hari Charan Ghosh for the consideration therein mentioned sold conveyed and transferred unto and to one Mohamed Kena Gazi, the Dag 1327 Property absolutely and forever.
- 2.2 By a Sale Deed dated 5th September 1996 and registered with the Additonal District Sub Registrar, Sonarpur in Book I Volume No.96 Pages 72 to 79 Being No.6238 for the year 1996 the said Mahammad Kena Gazi, for the consideration therein mentioned, sold conveyed and transferred unto and to one Zahid Khan the Dag 1327 Property absolutely and forever.
- 2.3 By a Sale Deed dated 4th August 2011 and registered with the District Sub Registrar IV, South 24 Parganas, in Book I Volume No.20 Pages 3165 to 3178 Being No.06091 for the year 2011 the said Zahid Khan for the consideration therein mentioned sold conveyed and transferred unto and to Endrose Builders Private Limited, Welsome Realestate Private Limited, Induct Realestate Private Limited, Arth Devcon Private Limited, Induct Infraproject Private Limited, Safforn Projects Private Limited, Salona Realestates Private Limited and Everlink Builders Private Limited, the Dag 1327 Property absolutely and forever.
- 2.6 The names of the said Endrose Builders Private Limited, Welsome Realestate Private Limited, Induct Realestate Private Limited, Safforn Projects Private Limited, Salona Realestates Private Limited, Everlink Builders Private Limited, Arth Devcon Private Limited and Induct Infraproject Private Limited are recorded as Raiyats in the Records of Rights published under the said Act of 1955 under L.R. Khatian Nos. 1097, 1096, 1095, 1094, 1093, 1092, 1091 and 1090 respectively in respect of the said Dag 1327 property.

3. Re : R.S. and L.R. Dag No. 1328 – Total Area in Dag - 0.53 acre, Subject Area – 0.53 acre or 53 Satak ("Dag 1328Property"):

- 3.1 One Amulya Charan Ghosh, Charu Chandra Ghosh and Jamuna Bala Ghosh were the owners of the Dag 1328 Property.

- 3.2 By a Sale Deed dated 4th December 1964 and registered with the Sub Registrar, Baruipur in Book I Volume No.141 Pages 1 to 4 Being No.10528 for the year 1964 the said Jamuna Bala Dasi, for the consideration therein mentioned, sold conveyed and transferred unto and to one Noor Mohammed Gazi, one third undivided share of and in the Dag 1328 property absolutely and forever.
- 3.2 By a Sale Deed dated 2nd March 1972 and registered with the Sub Registrar, Sonarpur in Book I Volume No.13 Pages 160 to 162 Being No.594 for the year 1972 the said Noor Mohamed Gazi, for the consideration therein mentioned, sold conveyed and transferred unto and to one Pradyut Kumar Ghosh and Bikash Ghosh, one third undivided share of and in the Dag 1328 property absolutely and forever.
- 3.3 By a Sale Deed dated 11th October 1972 and registered with the Sub Registrar, Sonarpur in Book I Volume No.45 Pages 298 to 300 Being No.3444 for the year 1972 the said Charu Chandra Ghosh, for the consideration therein mentioned, sold conveyed and transferred unto and to the said Pradyut Kumar Ghosh and Bikash Ghosh, one third undivided share of and in the Dag 1328 Property absolutely and forever.
- 3.4 The said Amulya Charan Ghosh, a Hindu, died intestate leaving him surviving his wife Radharani Ghosh, two sons namely Ratan Ghosh and Madan Ghosh and two daughters namely Gitarani Ghosh and Riktarani Ghosh as his only heirs and representatives who all five upon his death inherited and became entitled to his one-third share in the Dag 1328 property.
- 3.5 By a Sale Deed dated 17th October 1974 and registered with the Sub Registrar, Sonarpur in Book I Volume No.66 Pages 291 to 294 Being No.4352 for the year 1974 the said Radharani Ghosh, Ratan Ghosh, Madan Ghosh, Gitarani Ghosh and Riktarani Ghosh, for the consideration therein mentioned, sold conveyed and transferred unto and to the said Pradyut Kumar Ghosh and Bikash Ghosh their one third share in the Dag 1328 property absolutely and forever.
- 3.6 The said Pradyut Kumar Ghosh, a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 11th April 1995 leaving him surviving his wife Tara Ghosh and two sons namely Abhijit Ghosh and Surajit Ghosh as his only heirs and legal representatives who all three upon his death inherited and became entitled to his one-half share in the said Dag 1328 property absolutely.
- 3.7 By an Indenture of Conveyance dated 3rd August 2011 and registered with the District Sub Registrar IV South 24 Parganas in Book I Volume No.20 Pages 2375 to 2389 Being No.06041 for the year 2011 the said Tara Ghosh, Abhijit Ghosh and Surajit Ghosh, for the consideration therein mentioned, sold conveyed and transferred unto and to Weighty Builders Private Limited, Welcome Devcon Private Limited, Isolate Buildcon Private Limited and Wakeful Infra Projects Private Limited their one half undivided share in the Dag 1328 Property absolutely and forever.
- 3.8 By an Indenture of Conveyance dated 3rd August 2011 and registered with the District Sub Registrar IV South 24 Parganas in Book I Volume No.20 Pages 2320 to 2334 Being No.06037 for the year 2011 the said Bikash Ghosh, for the consideration therein mentioned, sold conveyed and transferred unto and to Invention Infraprojects Private Limited, Isolate Infraprojects Private Limited, Wonder Realcon Private Limited, Inspire Devcon Private Limited, Improve Realcon Private Limited, Intent

Buildcon Private Limited, Incredible Devcon Private Limited, Welsome Construction Private Limited, his one half undivided share in the Dag 1328 Property absolutely and forever.

3.9 The names of the said Weighty Builders Private Limited, Welcome Devcon Private Limited, Isolate Buildcon Private Limited, Wakeful Infra Projects Private Limited, Invention Infraprojects Private Limited, Isolate Infraprojects Private Limited, Wonder Realcon Private Limited, Inspire Devcon Private Limited, Improve Realcon Private Limited, Intent Buildcon Private Limited, Incredible Devcon Private Limited, Welsome Construction Private Limited are recorded as Raiyats in the Records of Rights published under the said Act of 1955 under L.R. Khatian Nos. 1103, 1102, 1101, 1100, 1088, 1087, 1089, 1086, 1085, 1084, 1083 and 1082 respectively in respect of the said Dag 1328 property.

3.10 By an Indenture of Conveyance dated 6th June 2016 and registered with the Additional District Sub Registrar, Sonarpur South 24 Parganas in Book I Volume No. 1608-2016 Pages 73979 to 73993 Being No.160803048 for the year 2016 one Manoka Das claiming to be another daughter of the said Amulya Charan Ghosh, for the consideration therein mentioned, sold conveyed and transferred unto and to one Abdullah Gazi her entire undivided share or interest of and in the Dag 1328 Property absolutely and forever.

3.11 By an Indenture of Conveyance dated 14th March 2019 and registered with the Additional Registrar of Assurances III, Kolkata in Book I Volume No. 1903-2019 Pages 44974 to 45020 Being No. 1900300997 for the year 2019 the said Abdullah Gazi, for the consideration therein mentioned, sold conveyed and transferred unto and to the said Welsome Construction Private Limited, Incredible Devcon Private Limited, Intent Buildcon Private Limited, Improve Realcon Private Limited, Inspire Devcon Private Limited, Isolate Infra Projects Private Limited, Invention Infra Projects Private Limited, Wonder Realcon Private Limited, Wakeful Infra Projects Private Limited, Isolate Buildcon Private Limited, Welcome Devcon Private Limited and Weighty Builders Private Limited his entire whatever share or interest of and in the Dag 1328 Property absolutely and forever.

4. Re : R.S. and L.R. Dag No. 1329 – Total Area in Dag - 0.29 acre, Subject Area – 0.29 acre or 29 Satak ("Dag 1329 Property"):

4.1 By an Indenture of Conveyance dated 6th December 1943 and registered with the Sub Registrar, Baruipur in Book I Volume No.76 Pages 255 to 256 Being No.8040 for the year 1943 one Noor Mohamed Gazi, for the consideration therein mentioned, sold conveyed and transferred unto and to one Sushila Bala Dasi the Dag 1329 Property absolutely and forever.

4.2 By an Indenture of Conveyance dated 3rd December 1979 and registered with the Sub Registrar, Sonarpur in Book I Volume No.57 Pages 183 to 186 Being No.3972 for the year 1979 the said Sushila Bala Dasi, for the consideration therein mentioned, sold conveyed and transferred unto and to one Sadek Ali Sheikh the Dag 1329 Property absolutely and forever.

4.3 The said Sadek Ali Sheikh, a Mahomedan, died on 25th May 2008 intestate leaving him surviving his two wives Belati Sheikh and Mamtaz Sheikh, three daughters from Belati Bibi, his first wife, namely Asma Bibi, Nazma Bibi, Minati Khatun Bibi and three

sons and two daughters from Mamtaz Bibi, his second wife, namely Saluddin Sheikh), Kabul Sheikh (also known as Bablu Sheikh), Habibur Sheikh Surhiya Begum and Minu Mondal as his only heirs and legal representatives who all ten upon his death inherited and became entitled the said Dag 1329 Property absolutely.

- 4.4 The said Saluddin Sheikh, a Mahomedan, died intestate on 30th July 2010 leaving him surviving his mother, Mamtaz Sheikh, wife Rahima Bibi, two brothers namely Kabul Sheikh and Habibur Sheikh and two sisters Surhiya Begum and Minu Mondal as his only heirs and legal representatives who all upon his death inherited and became entitled to his share of and in the Dag 1329 Property absolutely.
- 4.5 By an Indenture of Conveyance dated 3rd August 2011 and registered with the District Sub Registrar IV South 24 Parganas, in Book I Volume No.20 Pages 2450 to 2470 Being No.06046 for the year 2011 the said Belati Sheikh, Mamtaz Sheikh, Asma Bibi, Nazma Bibi, Minati Khatun Bibi, Kabul Sheikh, Habibur Sheikh, Suraiya Begam, Minu Mondal and Rahima Bibi, for the consideration therein mentioned, sold conveyed and transferred unto and to Endorse Builders Private Limited, Welsome Realestate Private Limited, Induct Realestate Private Limited, Arth Devcon Private Limited, Induct Infraproject Private Limited, Safforn Projects Private Limited, Salona Realestates Private Limited, Everlink Builders Private Limited, the Dag 1329 Property absolutely and forever.
- 4.6 The names of the said Endorse Builders Private Limited, Welsome Realestate Private Limited, Induct Realestate Private Limited, Arth Devcon Private Limited, Induct Infraproject Private Limited, Safforn Projects Private Limited, Salona Realestates Private Limited, Everlink Builders Private Limited are recorded as Raiyats in the Records of Rights published under the said Act of 1955 under L.R. Khatian Nos. 1097, 1096, 1095, 1094, 1093, 1092, 1091 and 1090 respectively in respect of the Dag 1329 property.
- 4.7 It was subsequently detected that the said Salauddin Sheikh also left behind two daughters namely Mehendi Sheikh and Muskaan Sekh both minors at the time of his death. Accordingly, by an Agreement dated 13th September 2011 and registered with the District Sub Registrar IV South 24 Parganas, in Book I Volume No. 24 Pages 1037 to 1052 Being No.7208 for the year 2011 followed by Order dated 26.7.2012 passed by the Court of the District Judge, Alipore in Misc Case No.851 of 2011 thereby permitting the sale as envisaged in the said agreement and then followed by an Indenture of Conveyance dated 18th September 2012 and registered with the District Sub Registrar IV South 24 Parganas in Book I Volume No.25 Pages 543 to 564 Being No.7635 for the year 2012, the said Mehndi Sheikh and Muskan Sheikh for the consideration therein mentioned, inter alia, sold conveyed and transferred unto and to Intent Buildcon Private Limited a portion admeasuring 2.7 Satak out of Dag 1329 Property absolutely and forever.

5. Re : R.S. and L.R. Dag No. 1331 – Total Area in Dag - 0.14 acre, Subject Area – 0.14 acre or 14 Satak (“Dag 1331 Property”):

- 5.1 By an Indenture of Conveyance dated 6th December 1943 and registered with the Sub Registrar, Baruipur in Book I Volume No.76 Pages 255 to 256 Being No.8040 for the year 1943 the said Noor Mohamed Gazi, for the consideration therein mentioned,

sold conveyed and transferred unto and to one Sushila Bala Dasi the said Dag 1331 Property absolutely and forever.

- 5.2 By a Deed of Gift dated 3rd July 1987 and registered with the Additional District Sub Registrar, Sonarpur in Book I Volume No.33 Pages 80 to 85 Being No.2523 for the year 1987 the said Sushila Bala Dasi conveyed and transferred by way of gift unto and to her son Somnath Ghosh All That Dag 1331 Property absolutely and forever.
- 5.3 By an Indenture of Conveyance dated 3rd August 2011 and registered with the District Sub Registrar IV South 24 Parganas in Book I CD Volume No.20 Pages 2349 to 2361 Being No.06039 for the year 2011 the said Somnath Ghosh, for the consideration therein mentioned, sold conveyed and transferred unto and to Endorse Builders Private Limited, Welsome Realestate Private Limited, Induct Realestate Private Limited, Arth Devcon Private Limited, Induct Infraproject Private Limited, Safforn Projects Private Limited, Salona Realestates Private Limited, Everlink Builders Private Limited the said Dag 1331 Property absolutely and forever.
- 5.4 The names of the said Endorse Builders Private Limited, Welsome Realestate Private Limited, Induct Realestate Private Limited, Arth Devcon Private Limited,, Induct Infraproject Private Limited, Safforn Projects Private Limited, Salona Realestates Private Limited and Everlink Builders Private Limited are recorded as Raiyats in the Records of Rights published under the said Act of 1955 under L.R. Khatian Nos. 1097, 1096, 1095, 1094, 1093, 1092, 1091 and 1090 respectively in respect of the said Dag 1331 Property.

6. Re : R.S. and L.R. Dag No. 1332 – Total Area in Dag - 0.11 acre, Subject Area – 0.11 acre or 11 Satak ("Dag 1332 Property"):

- 6.1 One Amulya Charan Ghosh, Charu Chandra Ghosh and Jamuna Bala Ghosh were the owners of the Dag 1332 Property.
- 6.2 By an Indenture of Conveyance dated 12th December 1962 and registered with the Sub Registrar, Baruipur, in Book I Volume No.123 Pages 114 to 116 Being No.10526 for the year 1962 the said Jamuna Bal Ghosh, for the consideration therein mentioned, sold conveyed unto and to one Charu Chandra Ghosh one third undivided share out of the Dag 1332 Property absolutely and forever.
- 6.2 The said Amulya Charan Ghosh, a Hindu died intestate leaving him surviving his wife Radharani Dasi and two sons Ratan Chandra Ghosh and Madan Chandra Ghosh as his only heirs and representatives who all three upon his death inherited and became entitled to his one-third share in the Dag 1332 Property.
- 6.3 By a Sale Deed dated 24th August 1973 and registered with the Sub Registrar, Sonarpur in Book I Volume No.46 Pages 240 to 243 Being No.3119 for the year 1973 the said Charu Chandra Ghosh, Radharani Ghosh, Ratan Chandra Ghosh and Madan Chandra Ghosh, for the consideration therein mentioned, sold conveyed unto and to one Sadek Ali Sheikh, the Dag 1332 Property absolutely and forever.
- 6.4 The said Sadek Ali Sheikh, a Mahomedan, died intestate on 25th May 2008 leaving him surviving his wives Belati Sheikh and Mamtaz Sheikh, three daughters from Belati Bibi his first wife, namely Asma Bibi, Nazma Bibi, Minati Khatun Bibi and three

sons and two daughters from Mamtaz Bibi, his second wife, namely Saluddin Sheikh, Kabul Sheikh, Habibur Sheikh, Surhiya Begum and Minu Mondal as his only heirs and legal representatives who all ten upon his death inherited and became entitled the said Dag 1332 Property absolutely.

- 6.5 The said Saluddin Sheikh, a Mahomedan, died intestate on 30th July 2010 leaving him surviving his mother, Mamtaz Sheikh, wife Rahima Bibi, two brothers namely Bablu Sheikh and Habibur Sheikh and two sisters Surhiya Begum and Minu Mondal as his only heirs and legal representatives, who all upon his death inherited and became entitled his share of and in the Dag 1332 Property absolutely.
- 6.6 By an Indenture of Conveyance dated 3rd August 2011 and registered with the District Sub Registrar IV South 24 Parganas, in Book I Volume No.20 Pages 2298 to 2319 Being No.06036 for the year 2011 the said Belati Sheikh, Mamtaz Sheikh, Asma Bibi Mondal, Minati Khatun Bibi, Kabul Sheikh, Habibur Sheikh, Suraiya Begam, Nazma Bibi, Minu Mondal and Rahima Bibi, for the consideration therein mentioned, sold conveyed and transferred unto to Invention Infraprojects Private Limited, Isolate Infraprojects Private Limited, Inspire Devcon Private Limited, Wonder Realcon Private Limited, Improve Realcon Private Limited, Intent Buildcon Private Limited, Incredible Devcon Private Limited and Welsome Construction Private Limited, the said Dag 1332 Property absolutely and forever.
- 6.7 It was subsequently detected that the said Salauddin Sheikh also left behind two daughters namely Mehendi Sheikh and Muskaan Sekh both minors at the time of his death. Accordingly, by an Agreement dated 13th September 2011 and registered with the District Sub Registrar IV South 24 Parganas, in Book I Volume No. 24 Pages 1037 to 1052 Being No.7208 for the year 2011 followed by Order dated 26.7.2012 passed by the Court of the District Judge, Alipore in Misc Case No.851 of 2011 thereby permitting the sale as envisaged in the said agreement and then followed by an Indenture of Conveyance dated 18th September 2012 and registered with the District Sub Registrar IV South 24 Parganas in Book I Volume No.25 Pages 543 to 564 Being No.7635 for the year 2012, the said Mehndi Sheikh and Muskan Sheikh for the consideration therein mentioned, inter alia, sold conveyed and transferred unto and to Intent Buildcon Private Limited a portion admeasuring 1.02 Satak out of the said Dag 1332 Property absolutely and forever.
- 6.8 The names of the Invention Infraprojects Private Limited, Isolate Infraprojects Private Limited, Inspire Devcon Private Limited, Wonder Realcon Private Limited, Improve Realcon Private Limited, Intent Buildcon Private Limited, Incredible Devcon Private Limited, and Welsome Construction Private Limited are recorded as Raiyats in the Records of Rights published under the said Act of 1955, under L.R. Khatian Nos. 1088, 1087, 1086, 1089, 1085, 1084, 1083 and 1082 respectively in respect of the said Dag 1332 Property.

7. Re : R.S. and L.R. Dag No. 1333 – Total Area in Dag - 0.14 acre, Subject Area – 0.14 acre or 14 Satak (“Dag 1333 Property”):

- 7.1 One Bhundul Sheikh and Mazahar Sheikh were the owners of the said Dag 1333 Property.
- 7.2 By an Indenture of Conveyance dated 21st July 1960 and registered with the Sub Registrar, Baruipur in Book I Volume No.87 Pages 91 to 92 Being No.7170 for the

year 1960 the said Bhundul Sheikh, for the consideration therein mentioned, sold conveyed and transferred unto and to one Mohamed Anwar Ali Sheikh and Mohamed Kashem Ali Sheikh a portion admeasuring 7 Satak out of the Dag 1333 Property absolutely and forever.

- 7.3 The said Mazahar Sheikh, a Mahomedan, died intestate leaving him surviving his wife Sundari Bibi, two sons namely Md. Anwar Ali Sheikh (also known Anar Ali Sheikh) and Md. Kasem Ali Sheikh and only daughter Salema Bibi Mondal as his only heirs heiress and legal representatives who all four upon his death inherited and became entitled his share out of the Dag 1333 Property absolutely and forever.
- 7.4 By an Indenture of Conveyance sated 1st December 1961 and registered with the Sub Registrar, Baruipur, in Book I Volume No.109 Pages 132 to 134 Being No.9359 for the year 1961 the said Anwar Ali Sheikh, for the consideration therein mentioned, sold conveyed and transferred unto and to one Sahabuddin Baidya a portion admeasuring 5.5 Satak more or less out of the Dag 1333 Property absolutely and forever.
- 7.5 By an Indenture of Conveyance dated 13th November 1963 and registered with the Sub Registrar, Baruipur in Book I Volume No.134 Pages 260 to 262 Being No.11613 for the year 1963, the said Sahabuddin Baidya, for the consideration therein mentioned, sold conveyed and transferred unto to the said Sundari Bibi All That 5.5 Satak more or less out of the Dag 1333 Property absolutely and forever.
- 7.6 By an Indenture of Conveyance dated 6th October 1967 and registered with the Sub Registrar, Baruipur in Book I Volume No.128 Pages 275 to 277 Being No.10133 for the year 1967 the said Kashem Ali Sheikh, for the consideration therein mentioned, sold conveyed and transferred unto and to one Smt. Sati Mukhopadhyay, a portion admeasuring 6 Satak more or less out of the Dag 1333 Property absolutely and forever.
- 7.7 By an Indenture of Conveyance dated 9th November 1968 and registered with the Sub Registrar, Baruipur in Book I Volume No.111 Pages 283 to 285 Being No.10707 for the year 1968 the said Sm. Sati Mukhopadhyay, for the consideration therein mentioned, sold conveyed and transferred unto to the said Sadek Ali Sheikh a portion admeasuring 6 Satak more or less out of the Dag 1333 Property absolutely and forever.
- 7.8 By an Indenture of Conveyance dated 12th April 1971 and registered with the Sub Registrar, Sonarpur in Book I Volume No.13 Pages 218 to 220 Being No.1065 for the year 1971 the said Sundari Bibi and Salema Bibi, for the consideration therein mentioned, sold conveyed and transferred unto to the said Sadek Ali Sheikh, a portion admeasuring 8 Satak more or less out of the Dag 1333 Property absolutely and forever.
- 7.9 By a Deed of Gift dated 16th October 2007 and registered with the Additional District Sub Registrar, Sonarpur in Book I Volume No.29 Pages 2620 to 2631 Being No.10318 for the year 2009 the said Sadek Ali Sheikh conveyed and transferred by way of gift unto and to his son Kabul Ali Sheikh a portion admeasuring 6 Satak more less out of the Dag 1333 Property absolutely and forever.

- 7.10 The said Sadek Ali Sheikh, a Mahomedan, died intestate on 25th May 2008 leaving him surviving his two wives Belati Sheikh and Mamtaz Sheikh, three daughters from Belati Bibi, his first wife, namely Asma Bibi, Nazma Bibi, Minati Khatun Bibi and three sons and two daughters from Mamtaz Bibi, his second wife, namely Saluddin Sheikh, Kabul Sheikh, Habibur Sheikh, Surhiya Begum and Minu Mondal as his only heirs and legal representatives who all ten upon his death inherited and became entitled the said Dag 1333 Property absolutely.
- 7.11 The said Saluddin Sheikh, a Mahomedan, died on 30th July 2010 intestate leaving him surviving his mother, Mamtaz Sheikh, wife Rahima Bibi, two brothers namely Bablu Sheikh and Habibur Sheikh and two sisters Surhiya Begum and Minu Mondal as his only heirs and legal representatives who all upon his death inherited and became entitled his share of and in the Dag 1333 Property absolutely and forever.
- 7.11 By an Indenture of Conveyance dated 3rd August 2011 and registered with the District Sub Registrar IV South 24 Parganas, in Book I CD Volume No.20 Pages 2471 to 2494 Being No.06047 for the year 2011 the said Belati Sheikh, Mamtaz Sheikh, Asma Bibi Mondal, Minati Khatun Bibi, Kabul Sheikh, Habibur Sheikh, Suraiya Begam, Minu Mondal, Nazma Bibi and Rahima Bibi, for the consideration therein mentioned, sold conveyed and transferred unto to the Invention Infraprojects Private Limited, Isolate Infraprojects Private Limited, Inspire Devcon Private Limited, Wonder Realcon Private Limited, Improve Realcon Private Limited, Intent Buildcon Private Limited, Incredible Devcon Private Limited and Welsome Construction Private Limited, the Dag 1333 Property absolutely and forever.
- 7.12 It was detected that the said Anwar Ali Sheikh only sold 5.5 Satak out of his total entitlement of 5.95 Satak in the Dag 1333 Property. The said Anwar Ali Sheikh had by such time died intestate, leaving him surviving his wife Hasina Bibi and two daughters Rashida Bibi and Shahida Bibi as his only heirs and legal representatives. Accordingly, by an Indenture of Conveyance dated 3rd August 2011 and registered with the District Sub Registrar-IV South 24 Parganas in Book I CD Volume No.22 Pages 614 to 624 Being No.06552 for the year 2011 the said Hasina Bibi, Rashida Bibi and Shahida Begam, for the consideration therein mentioned, sold conveyed and transferred unto and to the said Welsome Construction Private Limited All that land measuring 0.45 Satak more or less out of the Dag1333 Property absolutely and forever.
- 7.13 It was subsequently detected that the said Salauddin Sheikh also left behind two daughters namely Mehendi Sheikh and Muskaan Sekh both minors at the time of his death. Accordingly, by an Agreement dated 13th September 2011 and registered with the District Sub Registrar IV South 24 Parganas, in Book I Volume No. 24 Pages 1037 to 1052 Being No.7208 for the year 2011 followed by Order dated 26.7.2012 passed by the Court of the District Judge, Alipore in Misc Case No.851 of 2011 thereby permitting the sale as envisaged in the said agreement and then followed by an Indenture of Conveyance dated 18th September 2012 and registered with the District Sub Registrar IV South 24 Parganas in Book I Volume No.25 Pages 543 to 564 Being No.7635 for the year 2012, the said Mehndi Sheikh and Muskan Sheikh for the consideration therein mentioned, inter alia, sold conveyed and transferred unto and to Intent Buildcon Private Limited a portion admeasuring 0.75 Satak more or less out of the said Dag 1333 Property absolutely and forever.

7.14 The names of the said Invention Infraprojects Private Limited, Isolate Infraprojects Private Limited, Inspire Devcon Private Limited, Wonder Realcon Private Limited, Improve Realcon Private Limited, Intent Buildcon Private Limited, Incredible Devcon Private Limited, and Welsome Construction Private Limited, are recorded as Raiyats in the Records of Rights published under the said Act of 1955 under L.R. Khatian Nos. 1088, 1087, 1086, 1089, 1085, 1084, 1083 and 1082 respectively in respect of the said Dag 1333 property absolutely and forever.

8. Re : R.S. and L.R. Dag No. 1351 – Total Area in Dag - 0.24 acre, Subject Area – 0.08 acre or 8 Satak ("Dag 1351 Property"):

- 8.1 One Mazahar Sheikh, a Mahomedan, died intestate leaving him surviving his wife Sundari Bibi, two sons namely Md. Anwar Ali Sheikh (also known as Anar Ali Sheikh) and Md. Kasem Ali Sheikh and only daughter Salema Bibi as his only heirs and legal representatives who all three upon his death inherited and became entitled to the entire 24 Sataks comprised in Dag No. 1351, absolutely and forever.
- 8.3 By an Indenture of Conveyance dated 1st December 1961 and registered with the Sub Registrar, Baruipur in Book I Volume No.109 Pages 132 to 134 Being No.9359 for the year 1961 the said Md. Anwar Ali Sheikh, for the consideration therein mentioned, sold conveyed and transferred unto one Sahabuddin Baidya, a portion admeasuring 8.4 Satak out of the said Dag No. 1351 absolutely and forever.
- 8.4 By an Indenture of Conveyance dated 13th November 1963 and registered with the Sub Registrar, Baruipur in Book I Volume No.134 Pages 260 to 262 Being No.11613 for the year 1963 the said Sahabuddin Baidya, for the consideration therein mentioned, sold conveyed and transferred unto and to the said Sundari Bibi, the portion admeasuring 8.4 Satak out of the said Dag No. 1351 absolutely and forever.
- 8.5 The Land Acquisition Collector acquired 16 Satak land out of entire 24 Satak in the said Dag No. 1351 vide Notification No.1555- LA (PW) dated 06.02.1973 and Erratum No.22250-LA dated 6.11.1974 in respect of L.A. II/43(B) of 71-72 published in the Official Gazette on 14.6.1973 and 19.12.1974. Upon such acquisition, the said Sundari Bibi remaining the owner 3.8 Satak) and the said Mohamed Kashem became the owner of 2.8 Satak and the said Salema Bibi became the owner of 1.4 Satak, being the Dag 1351 Property.
- 8.6 By a Deed of Gift dated 10th November 1983 and registered with the Additional District Sub Registrar, Sonarpur in Book I Volume No.118 Pages 169 to 173 Being No.5628 for the year 1983 the said Sundari Bibi conveyed and transferred by way of gift unto and to his son Mohamed Kashem Ali Sheikh her portion admeasuring 4 Satak more or less out of Dag 1351 Property absolutely and forever.
- 8.7 By a Deed of Gift dated 20th August 2009 and registered with the Additional District Sub Registrar, Sonarpur, in Book I Volume No.26 Pages 1300 to 1312 Being No.09174 for the year 2009 the said Mohamed Kashem Ali Sheikh conveyed and transferred by way of gift unto and to his son the Nasirul Sheikh a portion admeasuring 2.48 Satak or 1 Cottha 8 Chittacks more or less out of Dag1351 Property absolutely and forever.
- 8.9 By an Indenture of Conveyance dated 3rd August 2011 and registered with the District Sub Registrar IV South 24 Parganas in Book I CD Volume No.20 Pages 2415

to 2430 Being No.06044 for the year 2011 the said Kashem Ali Sheikh, Salema Bibi and Nasirul Sheikh, for the consideration therein mentioned, sold conveyed and transferred unto and to the Evernew Properties Private Limited and Goodfaith Developers Private Limited, the said Dag 1351 Property absolutely and forever.

- 8.10 The names of the said Evernew Properties Private Limited and Goodfaith Developers Private Limited are recorded as Raiyats in the Records of Rights published under the said Act of 1955 under L.R. Khatian Nos. 1098 and 1099 respectively in respect of the said Dag 1351 Property.

9. Re : R.S. and L.R. Dag No. 1364 – Total Area in Dag - 0.06 acre, Subject Area – 0.06 acre or 6 Satak (“Dag 1364 Property”):

- 9.1 By an Indenture of Conveyance dated 10th February 1961 and registered with the Sub Registrar, Baruipur in Book I Volume No.23 Pages 106 to 110 Being No.806 for the year 1961 one Surabala Dasi for the consideration therein mentioned sold conveyed and transferred unto and to one Surja Kumar Ghosh a portion admeasuring 3 Satak more or less out of the Dag No.1364 Property absolutely and forever.
- 9.2 By an Indenture of Conveyance dated 15th February 1963 and registered with the Sub Registrar, Baruipur in Book I Volume No.25 Pages 194 to 196 Being No.1377 for the year 1963 the said Surja Kumar Ghosh, for the consideration therein mentioned, sold conveyed and transferred unto and to one Jahar Lal Ghosh a portion admeasuring 3 Satak more or less out of the Dag 1364 Property absolutely and forever.
- 9.3 One Haridas Ghosh who was the owner of the remaining 3 Satak in the said Dag 1364 Property died intestate as a Hindu governed by Dayabahaga School of Hindu Law and leaving him surviving his wife Prasad Bala Dasi and only son the said Jahar Lal Ghosh as his only heirs and legal representatives. The said Prasad Bala Ghosh subsequently died intestate leaving her surviving her only son the said Jahar Lal Ghosh as her only heirs and legal representative.
- 9.4 The said Jahar Lal Ghosh having thus become the owner of the Dag 1364 Property, a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 19th May 2005 leaving him surviving his wife Shantilata Ghosh and five sons namely Ashim Kumar Ghosh, Tapan Ghosh, Swapan Ghosh, Tarun Ghosh and Sajal Ghosh as his only heirs and legal representatives who all six upon his death inherited and became entitled to the Dag 1364 Property in equal one sixth share absolutely.
- 9.5 By an Indenture of Conveyance dated 3rd August 2011 and registered with the District Sub Registrar IV, South 24 Parganas in Book I Volume No. 22, Pages 594 to 613 Being No.6551 for the year 2011 the said Shantilata Ghosh, Ashim Kumar Ghosh, Tapan Ghosh, Swapan Ghosh, Tarun Ghosh and Sajal Ghosh, for the consideration therein mentioned, sold conveyed transferred unto and to the Effort Construction Private Limited, Elect Devcon Private Limited, Warp Infraprojects Private Limited, Enable Builders Private Limited, Weighty Devcon Private Limited, Elastic Developers Private Limited and Evershine Procon Private Limited, the Dag 1364 Property absolutely and forever.

9.6 The names of the Effort Construction Private Limited, Elect Devcon Private Limited, Warp Infraprojects Private Limited, Enable Builders Private Limited, Weighty Devcon Private Limited, Elastic Developers Private Limited and Evershine Procon Private Limited, are recorded as Raiyats in the Records of Rights published under the said Act of 1955 under L.R. Khatian Nos. 1111, 1106, 1107, 1108, 1109, 1110 and 1112 respectively in respect of the said Dag 1364 Property.

10. Re : R.S. and L.R. Dag No. 1365 – Total Area in Dag - 0.22 acre, Subject Area – 0.22 acre or 22 Satak (“Dag 1365 Property”):

- 10.1 By an Indenture of Conveyance dated 12th May 1967 and registered with Sub-Registrar, Baruipur, in Book No. I, Volume No. 74, pages 44 to 45, Being No. 4223 for the year 1967, one Bhundul Sheikh, for the consideration therein mentioned, sold conveyed and transferred unto and to one Bipin Behari Pal the Dag 1365 property absolutely and forever.
- 10.2 By an Indenture of Conveyance dated 7th August 1967 and registered with Sub-Registrar, Baruipur, in Book No. I, Volume No. 102, pages 264 to 266, Being No. 7968 for the year 1967 the said Bipin Behari Pal, for the consideration therein mentioned, sold conveyed and transferred unto and to one Manjushree Dutta, the Dag 1365 Property absolutely and forever.
- 10.3 By an Indenture of Conveyance dated 18th February 1989 and registered with Additional District Sub-Registrar, Sonarpur in Book No. I, Volume No. 19, pages 89 to 96, Being No. 900 for the year 1989 the said Manjushree Dutta, for the consideration therein mentioned, sold conveyed and transferred unto and to one Liyakat Ali Mistri a portion admeasuring 11 Satak more less out of the Dag 1365 Property absolutely and forever.
- 10.4 By an Indenture of Conveyance dated 16th May 1992 and registered with Additional District Sub-Registrar, Sonarpur in Book No. I, Volume No. 50, pages 305 to 308, Being No. 3929 for the year 1992 the said Liyakat Ali Mistri, for the consideration therein mentioned, sold conveyed and transferred unto and to one Jaynal Sana a portion admeasuring 05 Satak more or less out of the Dag 1365 Property absolutely and forever.
- 10.5 By an Indenture of Conveyance dated 3rd August 2011 and registered with District Sub-Registrar-IV, South 24 Parganas, in Book No. I, Volume No. 20, pages 2390 to 2403, Being No. 6042 for the year 2011 the said Liyakat Ali Mistri and Jaynal Sana, for the consideration therein mentioned, sold conveyed and transferred unto and to Evernew Properties Private Limited and Goodfaith Developers Private Limited, their portions admeasuring 11 Satak more or less out of Dag 1365 property absolutely and forever.
- 10.6 The said Manjushree Dutta, Hindu governed by Dayabhaga School of Hindu Law, died intestate leaving her and surviving her only son Arindam Dutta and only daughter Anindita Naskar as her only heirs and legal representatives who both upon her death inherited and became entitled to her remaining portion admeasuring 11 Satak more or less out of the Dag No.1365 Property in equal share absolutely and forever.

10.7 By an Indenture of Conveyance dated 22nd December 2011 and registered with Additional Registrar of Assurances-I, Kolkata in Book No. I, Volume No. 25, pages 2409 to 2421, Being No. 11301 for the year 2011 the said Arindam Dutta and Anindita Naskar, for the consideration therein mentioned, sold conveyed and transferred unto and to the Ivory Complex Private Limited and Ivory Enclave Private Limited the portion admeasuring 11 Satak more or less out of the Dag 1365 property absolutely and forever.

10.8 The names of the Evernew Properties Private Limited, Goodfaith Developers Private Limited, Ivory Complex Private Limited, and Ivory Enclave Private Limited, are recorded as Raiyats in the Records of Rights published under the said Act of 1955 under L.R. Khatian Nos. 1098, 1099, 1162 and 1161 respectively in respect of the Dag 1365 Property.

11. Re : R.S. and L.R. Dag No. 1366 – Total Area in Dag - 0.17 acre, Subject Area – 0.17 acre of 17 Sataks ("Dag 1366 Property"):

11.1 By a Deed of Gift dated 8th November 1954 and registered with the Sub Registrar, Baruipur in Book I Volume No. 73 Pages 288 to 290 Being No.6674 for the year 1954 one Bhundul Ali Sheikh conveyed and transferred by way of gift unto and to his wife Sabiran Bibi, the Dag 1366 Property absolutely and forever.

11.2 By an Indenture of Conveyance dated 26th July 1971 and registered with Sub-Registrar, Sonarpur, in Book No. I, Volume No. 30, Pages 246 to 248, Being No. 2365 for the year 1971 the said Sabiran Bibi, for the consideration therein mentioned, sold conveyed and transferred unto and to one Mansur Ali Sheikh, the Dag 1366 property absolutely and forever.

11.3 By an Indenture of Conveyance dated 17th November 2011 and registered with Additional Registrar of Assurances-I, Kolkata in Book No. I, Volume No. 22, pages 3529 to 3539, Being No. 10182 for the year 2011 the said Mansur Ali Sheikh, for the consideration therein mentioned, sold conveyed and transferred unto and to Incredible Procon Private Limited and Intent Construction Private Limited, the Dag 1366 property absolutely and forever.

11.4 The names of the Incredible Procon Private Limited, and Intent Construction Private Limited, are recorded as Raiyats in the Records of Rights published under the said Act of 1955 under L.R. Khatian Nos.1125 and 1126 respectively in respect of the said Dag 1366 Property.

12. Re : R.S. and L.R. Dag No. 1367 – Total Area in Dag - 0.12 acre, Subject Area – 0.12 acre or 12 Sataks ("Dag 1367 Property"):

12.1 One Rahman Ali Sheikh, a Mahomedan, died intestate leaving him surviving his six sons namely Mubarak Ali Sheikh, Golam Mohamed Sheikh (also Known as Golam Ali Sheikh)), Amir Ali Sheikh, Sadek Ali Sheikh, Sarafat Ali Sheikh, Akbar Ali Sheikh) as his only heirs and legal representaive who all six upon his death inheirited and became entitled to the Dag 1367 Property absolutely and forever.

12.2 The said Golam Ali Sheikh, a Mahomedan, died intestate in or about the year 1948 leaving him surviving his only son namely Rashid Ali Sheikh as his only heir and legal

representative who upon his death inherited and became entitled to his share out the Dag 1367 Property absolutely.

- 12.3 By a Deed of Gift dated 14th December 1970 and registered with the Sub Registrar, Sonarpur in Book 1 Volume No. 50 Pages 212 to 215 Being No.3673 for the year 1970 the said Mubarak Ali Sheikh conveyed and transferred by way of gift unto and to one Abdul Rashid Sheikh his entire share or interest of and in the Dag 1367 Property absolutely and forever.
- 12.4 The said Akbar Ali Sheikh, a Mahomedan, died intestate on 22nd September 1995 leaving him surviving his wife namely Jabeda Bibi and two sons namely Sirajuddin Sheikh and Asifuddin Sheikh and three daughters namely Mir Regina Bibi, Parvin Laskar and Nasrin Khatun as his only heirs and legal representatives who all six upon his death inherited and became entitled to his share out of the Dag 1367 Property absolutely and forever.
- 12.5 The said Amir Ali Sheikh, a Mahomedan, died intestate leaving him surviving his wife namely Zarina Bibi and five sons namely Rawson Sheikh, Aktar Sheikh, Sahajmal Sheikh, Sahajhan Sheikh, Jalil Sheikh and Jakir Sheikh) and three daughters namely Rijja Sardar, Kashmira Bibi and Amina Bibi as his only heirs and legal representatives who all upon his death inherited and became entitled to his share out of the Dag 1367 Property absolutely and forever.
- 12.6 The said Jakir Sheikh, Moham, a Mahomedan, died intestate leaving him surviving his wife namely Supiya Bibi, only son namely Sabir Sheikh and three daughters namely Jahanara Khatun, Sahida Khatun and Rajina Khatun as his only heirs and legal representatives who all upon his death inherited and became entitled to his share out of the Dag 1367 Property absolutely and forever.
- 12.7 The said Saafat Ali Sheikh, a Mahomedan, died intestate leaving him surviving his wife namely Halima Bibi) and three sons namely Sahid Sheikh, Ramjan Ali Sheikh) and Hanif Sheikh and two daughters namely Fatehma Gazi and Sahana Sheikh as his only heirs and legal representatives who all upon his death inherited and became entitled to his share out of the Dag 1367 Property absolutely and forever.
- 12.8 The said Halima Bibi, a Mahomedan, died intestate leaving her surviving her three sons namely Sahid Sheikh, Ramjan Ali Sheikh and Hanif Sheikh and two daughters namely Fatehma Gazi and Sahana Sheikh as her only heirs and legal representatives who all five upon his death inherited and became entitled his share out of the Dag 1367 Property absolutely.
- 12.8 By an Indenture of Conveyance dated 18th December 2006 and registered with Additional District Sub-Registrar, Sonarpur in Book No. I, Volume No. 23, Pages 610 to 632, Being No. 8750 for the year 2010 the said Sadek Ali Sheikh, Rawson Ali Sheikh, Aktar Ali Sheikh, Sahajamal Sheikh, Sahajahan Ali Sheikh, Jalil Sheikh, Zarina Bibi, Supiya Bibi, Sabir Sheikh, Jahanara Khatun, Sahida Khatun, Regina Khatun, Rajia Bibi, Kashmira Bibi, Amina Bibi, for the consideration therein mentioned, sold conveyed and transferred unto and to one Sakina Bibi a portion admeasuring 4 Satak out of the Dag 1367 property absolutely and forever.
- 12.9 The said Ramzan Ali Sheikh, a Mahomedan, died intestate leaving him surviving his wife namely Sahara Sheikh, only son namely Zeshan Sheikh and only daughter

Iptisham Khatoon as his only heirs and legal representatives who all upon his death inherited and became entitled to his share out of the Dag 1367 Property absolutely and forever.

- 12.10 By an Indenture of Conveyance dated 13th July 2011 and registered with Additional District Sub-Registrar, Sonarpur in Book No. 1, Volume No.19, Pages 4388 to 4402, Being No. 8180 for the year 2011 the said Hanif Sheikh, Sahid Sheikh, Fathema Bibi, Sahana Begum, Sahara Sheikh, Zeeshan Sheikh, Iptisham Khatoon, for the consideration therein mentioned, sold conveyed and transferred unto and to one Rashid Ali Sheikh, a portion admeasuring 2 Satak out of the Dag 1367 Property absolutely and forever.
- 12.11 By an Indenture of Conveyance dated 3rd August 2011 and registered with District Sub-Registrar-IV, South 24 Parganas in Book No. 1, Volume No. 20, pages 2431 to 2449, Being No. 6045 for the year 2011 the said Rashid Ali Sheikh, Sakina Sheikh, Jabeda Sheikh, Sirajuddin Sheikh, Asifuddin Sheikh, Mir Rezina, Parvin Laskar, Nasreen Khatun, for the consideration therein mentioned, sold conveyed and transferred unto and to Endorse Builders Private Limited, Welsome Realestate Private Limited, Induct Realestate Private Limited, Arth Devcon Private Limited, Induct Infraproject Private Limited, Safforn Projects Private Limited, Salona Realestates Private Limited and Everlink Builders Private Limited, the Dag 1367 property absolutely and forever.
- 12.12 The names of the Endrose Builders Private Limited, Welsome Realestate Private Limited, Induct Realestate Private Limited, Safforn Projects Private Limited, Salona Realestates Private Limited, Everlink Builders Private Limited, Arth Devcon Private Limited and Induct Infraproject Private Limited are recorded as Raiyats in the Records of Rights published under the said Act of 1955 under L.R. Khatian Nos. 1097, 1096, 1095, 1094, 1093, 1092, 1091 and 1090 respectively in respect of the said Dag 1367 Property.

13. Re : R.S. and L.R. Dag No. 1368 – Total Area in Dag - 0.06 acre, Subject Area – 0.06 acre or 6 Sataks (“Dag 1368 Property”):

- 13.1 One Mazahar Sheikh, a Mahomedan, died intestate leaving him surviving his wife Sundari Bibi, two sons namely Mohammad Anwar Ali Sheikh and Md. Kasem Ali Sheikh and only daughter Salema Bibi as his only heirs and legal representaive who all upon his death inherited and became entitled to the Dag 1368 Property absolutely and forever.
- 13.2 By an Indenture of Conveyance dated 1st December 1961 and registered with the Sub Registrar, Baruipur in Book I Volume No.109 Pages 132 to 134 Being No.9359 for the year 1961 the said Mohammed Anwar Ali Sheikh, for the consideration therein mentioned, sold conveyed and transferred unto and to one Sahabuddin Baidya the portion admeasuring 2.1 Satak more or less out of the Dag 1368 Property absolutely and forever.
- 13.3 By an Indenture of Conveyance dated 13th November 1963 and registered with the Sub Registrar, Sonarpur in Book I Volume No.134 Pages 260 to 267 Being No.11613 for the year 1963 the said Sahabuddin Baidya, for the consideration therein mentioned, sold conveyed and transferred unto and to Sundari Bibi the portion

admeasuring 2.1 Satak more or less out of the Dag 1368 Property absolutely and forever.

- 13.4 By a Deed of Gift dated 10th November 1983 and registered with the Sub Registrar, Sonarpur in Book I Volume No. 118 Pages 169 to 173 Being No.5628 for the year 1983 the said Sundari Bibi conveyed and transferred by way of gift unto and to her son the Kashem Ali Sheikh a portion admeasuring 3 Satak more or less out of the Dag 1368 Property absolutely and forever.
- 13.5 By an Indenture of Conveyance dated 3rd August 2011 and registered with the District Sub Registrar IV, South 24 Parganas, in Book I Volume No.20 Pages 2495 to 2508 Being No.06048 for the year 2011 the said Kashem Ali Sheikh and Salema Bibi Mondal, for the consideration therein mentioned, sold conveyed and transferred unto and to Effort Construction Private Limited, Elect Devcon Private Limited, Warp Infraprojects Private Limited, Enable Builders Private Limited, Weighty Devcon Private Limited, Elastic Developers Private Limited, Evershine Procon Private Limited, the Dag 1368 Property absolutely and forever.
- 13.6 The names of Effort Construction Private Limited, Elect Devcon Private Limited, Warp Infraprojects Private Limited, Enable Builders Private Limited, Weighty Devcon Private Limited, Elastic Developers Private Limited, and Evershine Procon Private Limited are recorded as Raiyats in the Records of Rights published under the said Act of 1955 under L.R. Khatian Nos. 1111, 1106, 1107, 1108, 1109, 1110 and 1112 respectively in respect of the said Dag 1368 Property.

14. Re : R.S. and L.R. Dag No. 1369 – Total Area in Dag - 0.35 acre, Subject Area – 0.35 acre or 35 Sataks ("Dag 1369 Property"):

- 14.1 One Nihar Bala Ghosh, a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 12th March 1982 leaving her surviving her husband namely Sudhir Kumar Ghosh, two sons namely Pradyut Ghosh, and Bikash Ghosh and two daughters namely Sulekha Ghosh and Rekha Ghosh as her only heirs and legal representatives who all upon her death inherited and became entitled to the Dag 1369 Property in equal shares absolutely and forever.
- 14.2 The said Sudhir Kumar Ghosh, a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 17th August 1985 leaving him surviving his two said sons namely Pradyut Ghosh and Bikash Ghosh and two daughters namely Sulekha Ghosh and Rekha Ghosh as his only heirs and legal representatives who all four upon his death inherited and became entitled to his share of and in the Dag 1369 Property in equal shares absolutely and forever.
- 14.3 The said Pradyut Kumar Ghosh, Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving him surviving his wife Tara Ghosh and two sons namely Avijit Ghosh and Surojit Ghosh as his only heirs, heriesses and legal representatives who all three upon his death inherited and became entitled to his share of and in the Dag 1369 Property in equal shares absolutely and forever.
- 14.5 By an Indenture of Conveyance dated 3rd August 2011 and registered with the District Sub Registrar IV, South 24 Parganas, in Book I Volume No.20 Pages 2362 to 2374 Being No.06040 for the year 2011 the said Tara Ghosh, Avijit Ghosh and Surojit Ghosh for the consideration therein mentioned sold conveyed and transferred

unto and to Weighty Builders Private Limited, Welcome Devcon Private Limited, Isolate Buildcon Private Limited and Wakeful Infra Project Private Limited, a portion admeasuring 8.75 Satak more or less out of the Dag 1369 Property absolutely and forever.

14.6 By an Indenture of Conveyance dated 3rd August 2011 and registered with the District Sub Registrar IV, South 24 Parganas, in Book I Volume No.20 Pages 2335 to 2348 Being No.06038 for the year 2011 the said Bikash Ghosh, Sulekha Ghosh and Rekha Ghosh for the consideration therein mentioned sold conveyed and transferred unto and to Invention Infraprojects Private Limited, Isolate Infraprojects Private Limited, Inspire Devcon Private Limited, Wonder Realcon Private Limited, Improve Realcon Private Limited, Intent Buildcon Private Limited, Incredible Devcon Private Limited and Welsome Construction Private Limited a portion admeasuring 26.25 Satak more or less out of Dag 1369 Property absolutely and forever.

14.7 By an Indenture of Conveyance dated 13th August 2012 and registered with the District Sub Registrar IV South 24 Parganas, in Book I Volume No.20 Pages 6191 to 6204 Being No.06552 for the year 2012 one Ratna Ghosh and Chaitali Ghosh, claiming to have inherited from Bikash Ghosh upon his death and for the consideration therein mentioned sold conveyed and transferred unto and to the Invention Infraprojects Private Limited, Isolate Infraprojects Private Limited, Inspire Devcon Private Limited, Wonder Realcon Private Limited, Improve Realcon Private Limited, Intent Buildcon Private Limited, Incredible Devcon Private Limited and Welsome Construction Private Limited their portion admeasuring 17.5 Satak more or less out of Dag 1369 Property absolutely and forever.

14.7 The names of the Weighty Builders Private Limited Welcom Devcon Private Limited Isolate Buildcon Private Limited, Wakeful Infra Projects Private Limited, Invention Infraprojects Private Limited, Isolate Infraprojects Private Limited, Wonder Realcon Private Limited Inspire Devcon Private Limited, Improve Realcon Private Limited, Intent Buildcon Private Limited, Incredible Devcon Private Limited and Welsome Construction Private Limited are recorded as Raiyats in the Records of Rights published under the said Act of 1955, under L.R. Khatian Nos. 1103, 1102, 1101, 1100, 1088, 1087, 1089, 1086, 1085, 1084, 1083 and 1082 respectively in respect of the Dag 1369 Property.

15. Re : R.S. and L.R. Dag No. 1370 – Total Area in Dag - 0.36 acre, Subject Area – 0.36 acre or 36 Sataks ("Dag 1370 Property"):

15.1 By an Indenture of Conveyance dated 10th February 1961 and registered with the Sub Registrar, Baruipur in Book I Volume No.23 Pages 106 to 110 Being No.806 for the year 1961, one Surbala Dasi for the consideration therein mentioned sold conveyed and transferred unto and to one Surja Kumar Ghosh a portion admeasuring 18 Satak more or less out of the Dag 1370 Property absolutely and forever.

15.2 By an Indenture of Conveyance dated 15th February 1963 and registered with the Sub Registrar, Baruipur in Book I Volume No.25 Pages 194 to 196 Being No.1377 for the year 1963 the said Surja Kumar Ghosh, for the consideration therein mentioned, sold conveyed and transferred unto and to one Jahar Lal Ghosh, the portion

admeasuring 18 Satak more or less out of the Dag 1370 property absolutely and forever.

- 15.3 One Haridas Ghosh, a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving him surviving his wife Prasadbala Dasi and only son the said Jahar Lal Ghosh as his only heirs and legal representatives who both upon his death inherited and became entitled the remaining portion admeasuring 18 Satak more or less out of the Dag 1370 Property in equal shares absolutely and forever.
- 15.4 The said Prasadbala Dasi, a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving her surviving her son the said Jahar Lal Ghosh as her only heir and legal representative who upon her death inherited and became entitled to her share out of the Dag 1370 Property absolutely and forever.
- 15.5 The said Jahar Lal Ghosh, a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 19th May 2005 leaving him surviving his wife Shantilata Ghosh and five sons namely Ashim Kumar Ghosh Tapan Ghosh, Swapan Ghosh, Tarun Ghosh and Sajal Ghosh as his only heirs and legal representatives who all upon his death inherited and became entitled to the Dag 1370 Property in equal shares absolutely and forever.
- 15.6 By an Indenture of Conveyance dated 3rd August 2011 and registered with the District Sub Registrar IV, South 24 Parganas in Book I Volume No. 22, Pages 594 to 613 Being No.6551 for the year 2011 the said Shantilata Ghosh, Ashim Kumar Ghosh, Tapan Ghosh, Swapan Ghosh, Tarun Ghosh and Sajal Ghosh, for the consideration therein mentioned, sold conveyed transferred unto and to Effort Construction Private Limited, Elect Devcon Private Limited, Warp Infraprojects Private Limited, Enable Builders Private Limited, Weighty Devcon Private Limited, Elastic Devlopers Private Limited and Evershine Procon Private Limited, the Dag 1370 Property absolutely and forever.
- 15.7 The names of the Effort Construction Private Limited, Elect Devcon Private Limited, Warp Infraprojects Private Limited,, Enable Builders Private Limited, Weighty Devcon Private Limited, Elastic Devlopers Private Limited, and Evershine Procon Private Limited are recorded as Raiyats in the Records of Rights published under the said Act of 1955, under L.R. Khatian Nos. 1111, 1106, 1107, 1108, 1109, 1110 and 1112 in respect of the Dag 1370 Property.

16. Re : R.S. and L.R. Dag No. 1371 – Total Area in Dag - 0.34 acre. Subject Area – 0.34 acre or 34 Sataks ("Dag 1371 Property"):

- 16.1 By an Indenture of Conveyance dated 10th February 1961 and registered with the Sub Registrar, Baruipur in Book I Volume No.23 Pages 106 to 110 Being No.806 for the year 1961 one Surabala Dasi for the consideration therein mentioned sold conveyed and transferred unto and to one Surja Kumar Ghosh a portion admeasuring 17 Satak more or less out of Dag No.1371 Property absolutely and forever.
- 16.2 By an Indenture of Conveyance dated 15th February 1963 and registered with the Sub Registrar, Baruipur in Book I Volume No.25 Pages 194 to 196 Being No.1377 for the year 1963 the said Surja Kumar Ghosh, for the consideration therein mentioned,

sold conveyed and transferred unto and to Jahar Lal Ghosh a portion admeasuring 17 Satak more or less out of Dag 1371 property absolutely and forever.

- 16.3 One Haridas Ghosh, a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving him surviving his wife Prasadbala Dasi and only son the said Jahar Lal Ghosh as his only heirs and legal representatives who both upon his death inherited and became entitled to the remaining portion admeasuring 17 Satak more or less out of Dag 1371 property in equal shares absolutely and forever.
- 16.4 The said Prasadbala Dasi, a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving her surviving her son the said Jahar Lal Ghosh as her only heir and legal representative who upon her death inherited and became entitled to her share of the Dag 1371 Property absolutely and forever.
- 16.5 The said Jahar Lal Ghosh, a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 19th May 2005 leaving him surviving his wife Shantilata Ghosh and five sons namely Ashim Kumar Ghosh, Tapan Ghosh, Swapan Ghosh, Tarun Ghosh and Sajal Ghosh as his only heirs and legal representatives who all upon his death inherited and became entitled to the Dag 1371 Property in equal shares absolutely and forever.
- 16.6 By an Indenture of Conveyance dated 3rd August 2011 and registered with the District Sub Registrar IV, South 24 Parganas in Book I Volume No. 22, Pages 594 to 613 Being No.6551 for the year 2011 the said Shantilata Ghosh, Ashim Kumar Ghosh, Tapan Ghosh, Swapan Ghosh, Tarun Ghosh and Sajal Ghosh, for the consideration therein mentioned, sold conveyed transferred unto and to Effort Construction Private Limited, Elect Devcon Private Limited, Warp Infraprojects Private Limited, Enable Builders Private Limited, Weighty Devcon Private Limited, Elastic Developers Private Limited and Evershine Procon Private Limited the Dag 1371 Property absolutely and forever.
- 16.9 The names of Effort Construction Private Limited, Elect Devcon Private Limited, Warp Infraprojects Private Limited, Enable Builders Private Limited, Weighty Devcon Private Limited, Elastic Developers Private Limited and Evershine Procon Private Limited are recorded as Raiyats in the Records of Rights published under the said Act of 1955 under L.R. Khatian Nos. 1111, 1106, 1107, 1108, 1109, 1110 and 1112 respectively in respect of the said Dag 1371 Property.

17. Re : R.S. and L.R. Dag No. 1372 – Total Area in Dag - 0.34 acre, Subject Area – 0.34 acre or 34 Sataks ("Dag 1372 Property"):

- 17.1 One Mahendra Nath Ghosh and Bhunath Ghosh were the owners of the Dag 1372 Property.
- 17.2 The said Mahendra Ghosh died, a Hindu, governed by Dayabhaga School of Hindu Law died intestate leaving him surviving his three son namely Kangal Chandra Ghosh, Dulal Ghosh and Sanatan Ghosh as his only heirs and legal representatives who all upon his death inherited and became entitled to his share out of the Dag 1372 Property in equal shares absolutely and forever.
- 17.3 The said Bhutnath Ghosh died, a Hindu, governed by Dayabhaga School of Hindu Law died intestate leaving him surviving his only son Gopal Chanda Ghosh as his

only heir and legal representative who upon his death inherited and became entitled to his entire share out of the Dag 1372 Property absolutely and forever.

- 17.4 By an Indenture of Conveyance dated 21st April 1952 and registered with the Sub Registrar, Baruipur in Book I Volume No.29 Pages 231 to 233 Being No.2550 for the year 1952 the said Kagal Chandra Ghosh, Dulal Chandra Ghosh, Sanatan Ghosh and Gopal Chandra Ghosh, for the consideration therein mentioned, sold conveyed and transferred unto and to one Kabed Ali Dhali and Maniruddin Dhali, the Dag 1372 Property absolutely and forever.
- 17.5 By a Deed of Partition dated 5th August 1967 made between Mohamed Kabed Ali Dhali as First Party of the First Part and Maniraddin Dhali as Second Party of the Second Part and Brihaspati Bibi as Third Party of the Third Part and registered with the Sub Registrar, Baruipur in Book I Volume No.101 Pages 258 to 279 Being No.7935 for the year 1967 several joint parties were partitioned by metes and bounds and the said Maniruddin Dhali was, inter alia, exclusively allotted the Dag 1372 Property exclusively and absolutely and forever.
- 17.6 The said Manruddin Dhali, a Mahomedan, died intestate on leaving him surviving his wife Khatuna Bibi, and only brother Kabad Ali Dhali, and three daughters namely Mumtaz Bibi, Aharjanu Bibi (also known as Ahabanu Bibi), Nurjahan Bibi Sardar as his only heirs and legal representatives who all upon his death inherited and became entitled to the said Dag 1372 Property absolutely and forever.
- 17.7 The said Kabad Ali Dhali, a Mahomedan, died intestate leaving him surviving his two sons namely Ali Mohamed Dhali and Jalal Ahmed Dhali as his only heirs and legal representatives who both upon his death inherited and became entitled his share out of the Dag 1372 Property in equal shares absolutely and forever.
- 17.8 By Deed of Gift dated 2nd April 2008 and registered with the Additional District Sub Registrar, Sonarpur South 24 Parganas in Book I Volume No.6 Pages 4021 to 4052 Being No.2832 for the year 2008 the said Khatuna Bibi conveyed and transferred by way of gift to Mamtaz Bibi, Aharbanu Bibi and Nurjahan Bibi a portion admeasuring 6 Satak more or less out of Dag Property 1372 absolutely and forever.
- 17.9 By an Indenture of Conveyance dated 1st December 2011 and registered with the Additional Registrar of Assurances –I, Kolkata in Book I Volume No. 22 Pages 8598 to 8628 Being No.10424 for the year 2011 the said Mumtaz Bibi (also known as Mamotaj Khatun), Aharbanu Bibi (also known as Aharbanu Hazra), Noorjahan Sardar (also known as Noorjahan Bibi) and Jalal Ahmed Dhali, for the consideration therein mentioned, sold conveyed and transferred unto and to Isolate Procon Private Limited, Index Buidcon Private Limited, Induct Developers Private Limited and Insist Realcon Private Limited a portion admeasuring 30.5 Satak out of the said Dag 1372 Property absolutely and forever.
- 17.10 By an Indenture of Conveyance dated 25th January 2012 and registered with the Additional Registrar of Assurances –I, Kolkata in Book I Volume No.2 Pages 5680 to 5691 Being No.00717 for the year 2012 the said Ali Mohamed Dhali, for the consideration therein mentioned, sold conveyed and transferred unto and to Isolate Procon Private Limited, Index Buildcon Private Limited, Induct Developers Private Limited and Insist Realcon Private Limited a portion admeasuring 2.5 cottah (or 4.14 Satak) more or less out of the Dag 1372 Property absolutely and forever.

17.11 The names of the Isolate Procon Private Limited, Index Buildcon Private Limited, Induct Developers Private Limited and Insist Realcon Private Limited are recorded as Raiyats in the Records of Rights published under the said Act of 1955 under L.R. Khatian Nos. 1129, 1166, 1128, 1163, 1127, 1165, 1130 and 1164 respectively in respect of the said Dag 1372 Property.

18. Re : R.S. and L.R. Dag No. 1385 – Total Area in Dag - 2.49 acre, Subject Area – 1.205 acre or 120.5 Sataks (“Dag 1385 Property”):

- 18.1 By an Indenture of Conveyance dated 19th June 1996 and Additional District Sub Registrar, Sonarpur in Book I Volume No.64 Pages 112 to 119 Being No.4191 for the year 1996 one Jahar Lal Ghosh, for the consideration therein mentioned, sold conveyed and transferred unto and to one Junaid Khan a portion admeasuring 22 Satak (or 13 Cottah 5 Chittacks 15 Square feet) more or less out of the Dag 1385 Property absolutely and forever.
- 18.2 By an Indenture of Conveyance dated 19th July 1996 and Additional District Sub Registrar, Sonarpur in Book I Volume No.74 Pages 10 to 16 Being No.4830 for the year 1996 the said Jahar Lal Ghosh, for the consideration therein mentioned, sold conveyed and transferred unto and to the said Junaid Khan a portion admeasuring 22 Satak (or 13 Cottah 5 Chittacks 15 Square feet) more or less out of the said Dag 1385 Property absolutely and forever.
- 18.3 By an Indenture of Conveyance dated 19th June 1998 and registered with the Additional Registrar of Assurances-I, Kolkata in Book I Volume No. 18 Pages 161 to 172 Being No.2335 for the year 1998 as rectified by Deed of Rectification dated 18th September 1998 and registered with the said Office and in Book I Volume No.13 Pages 253 to 256 Being No.2451 for the year 1998, the said Junaid Khan, for the consideration therein mentioned, sold conveyed and transfer unto and to one JTC Leather Private Limited the portion admeasuring 44 Satak out of the Dag 1835 Property absolutely and forever.
- 18.4 By an Indenture of Conveyance dated 1st November 2011 and registered with the District Sub Registrar IV South 24 Parganas, in Book I Volume No.26 Pages 3967 to 3982 Being No.7968 for the year 2011, the said JTC Leather Private Limited for the consideration therein mentioned sold conveyed and transferred unto and to Identical Builders Private Limited, Eminent Devcon Private Limited, Immortal Builders Private Limited, Wise Developers Private Limited, Elfin Buildcon Private Limited, Impiety Devcon Private Limited, Invention Developers Private Limited, Wily Developers Private Limited and Immence Developers Private Limited the portion admeasuring 44 Satak more or less out of the Dag 1385 Property absolutely and forever.
- 18.5 Prasadbala Dasi, a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving her surviving her son the said Jahar Lal Ghosh as her only heirs and legal representatives who upon her death inherited and became entitled to her portion admeasuring 31 Satak out of the Dag 1385 Property absolutely.
- 18.6 The said Jahar Lal Ghosh owned a total of 93 Satak in the said Dag No. 1385 out of which he sold 44 Sataks as dealt with above and remained the owner of 49 Sataks. Upon inheritance from Prasadbala Dasi the said Jahar Lal Ghosh became the owner of 80 Sataks out of the said Dag No. 1385.

- 18.6 The said Jahar Lal Ghosh, a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 19th May 2005 leaving him surviving his wife Shantilata Ghosh and sixth sons namely Ashim Kumar Ghosh, Tapan Ghosh, Swapan Ghosh, Tarun Ghosh and Sajal Ghosh as his only heirs and legal representatives who all five upon his death inherited and became entitled to his 90 Sataks more or less out of the said Dag No. 1385 in equal shares absolutely and forever.
- 18.7 By two Indentures of Conveyance one dated 21 September 2011 and registered in Book I Volume No. 25 Pages 5038 to 5055 Being No.7781 for the year 2011 and the other dated 23rd September 2011 and registered in Book I Volume No.24 Pages 5159 to 5178 Being No.7457 for the year 2011 and both registered with the District Sub Registrar IV, South 24 Parganas, the said Santilata Ghosh, Ashim Kumar Ghosh, Swapan Ghosh, Tarun Ghosh, Sajal Ghosh and Tapan Ghosh, for the consideration therein mentioned, sold conveyed and transferred unto and to Endorse Realcon Private Limited, Effort Devcon Private Limited, Intent Devcon Private Limited, Woodland Realestate Private Limited, Earthy Dealcom Private Limited, Embark Procon Private Limited, Index Construction Private Limited, Imperial Procon Private Limited and Welsome Developers Private Limited a portion measuring 76.5 Sataks out of the Dag 1385 Property absolutely and forever.
- 18.8 The names of the Identical Builders Private Limited, Eminent Devcon Private Limited, Immortal Builders Private Limited, Wise Developers Private Limited, Elfin Buildcon Private Limited, Impiety Devcon Private Limited, Invention Developers Private Limited, Wily Developers Private Limited, Immence Developers Private Limited, Endorse Realcon Private Limited, Effort Devcon Private Limited, Intent Devcon Private Limited, Woodland Realestate Private Limited, Earthy Dealcom Private Limited, Embark Procon Private Limited, Index Construction Private Limited, Imperial Procon Private Limited and Welsome Developers Private Limited are recorded as Raiyats in the Records of Rights published under the said Act of 1955, under L.R. Khatian Nos. 1116/1, 1117/1, 1118/1, 1119/1, 1120/1, 1121/1, 1122/1, 1123, 1124, 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1122 and 1121 respectively in respect of the said Dag 1385 Property (with a recorded area of 122 Sataks) absolutely and forever.
- 19. Re : R.S. and L.R. Dag No. 1386 – Total Area in Dag – 0.14 acre, Subject Area – 0.11 acre or 11 Sataks (“Dag 1386 Property”):**
- 19.1 By an Indenture of Conveyance dated 13th October 1958 and registered with the Sub Registrar, Baruipur in Book I Volume No.83 Pages 199 to 207 Being No.8032 for the year 1958 one Shantilata Ghosh, for the consideration therein mentioned, sold conveyed and transferred unto and to one Khotejan Bibi a portion measuring 3 Satak out of the said Dag No.1386 absolutely and forever.
- 19.2 After the sale as aforesaid, one Prosadbala Dasi, Jahar Lal Ghosh and the said Shantilata Ghosh jointly owned the Dag1386 Property.
- 19.3 The said Prasadbala Ghosh, a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving her surviving her son the said Jahar Lal Ghosh as her only heir and legal representative who upon her death inherited and became entitled to her share out of the said Dag No. 1386 absolutely and forever.

19.4 The said Jahar Lal Ghosh, a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 19th May 2005 leaving him surviving his wife Shantilata Ghosh and five sons namely Ashim Kumar Ghosh, Tapan Ghosh, Swapan Ghosh, Tarun Ghosh and Sajal Ghosh as his only heirs and legal representatives who all upon his death inherited and became entitled to his share out of the said Dag No. 1386 Property absolutely and forever.

19.5 By an Indenture of Conveyance dated 23rd September 2011 and registered with the District Sub Registrar IV, South 24 Parganas, in Book I Volume No.24 Pages 5179 to 5197 Being No.07458 for the year 2011 the said Santilata Ghosh, Ashim Kumar Ghosh, Swapan Ghosh, Tarun Ghosh, Sajal Ghosh and Tapan Kumar Ghosh for the consideration therein mentioned sold conveyed and transferred unto and to Endorse Realcon Private Limited, Effort Devcon Private Limited, Intent Devcon Private Limited, Woodland Realestate Private Limited, Earthy Dealcom Private Limited, Embark Procon Private Limited, Index Construction Private Limited, Imperial Procon Private Limited and Welsome Developers Private Limited, the Dag 1386 Property absolutely and forever.

19.6 The names of the Endorse Realcon Private Limited, Effort Devcon Private Limited, Intent Devcon Private Limited, Woodland Realestate Private Limited, Earthy Dealcom Private Limited, Embark Procon Private Limited, Index Construction Private Limited, Imperial Procon Private Limited and Welsome Developers Private Limited are recorded as Raiyats in the Records of Rights published under the said Act of 1955 under L.R. Khatian Nos. 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1222 and 1121 respectively in respect of the Dag 1386 Property.

20. Re : R.S. and L.R. Dag No. 1385/1712 – Total Area in Dag – 0.21 acre, Subject Area – 0.21acre or 21 Sataks ("Dag 1385/1712 Property"):

20.1 By an Indenture of Conveyance dated 12th August 1996 and registered with the Additional District Sub Registrar, Sonarpur in Book I Volume No.55 Pages 84 to 90 Being No.5534 for the year 1996 one Jahar Lal Ghosh, for the consideration therein mentioned, sold conveyed and transferred unto and to one Shahzaad Khan the Dag 1385/1712 Property absolutely and forever.

20.2 By an Indenture of Conveyance dated 24th October 2011 and registered with the District Sub Registrar -IV South 24 Parganas, in Book I Volume No. 26 Pages 2515 to 2528 Being No.7893 for the year 2011 the said Shahzaad Khan, for the consideration therein mentioned, sold conveyed and transferred unto and to Identical Builder Private Limited, Immortal Builders Private Limited, Eminent Devcon Private Limited, Wise Developers Private Limited, Elfin Buildcon Private Limited, Impiety Devcon Private Limited, Invention Developers Private Limited, Wily Developers Private Limited and Immence Developers Private Limited the Dag 1385/1712 Property absolutely and forever.

20.3 The names of the Identical Builder Private Limited, Immortal Builders Private Limited, Eminent Devcon Private Limited, Wise Developers Private Limited, Elfin Buildcon Private Limited, Impiety Devcon Private Limited, Invention Developers Private Limited, Wily Developers Private Limited and Immence Developers Private Limited are recorded as Raiyats in the Records of Rights published under the said Act of

1955, under L.R. Khatian Nos. 1116/1, 1118/1, 1117/1, 1119/1, 1120/1, 1121/1, 1122/1, 1123 and 1124 respectively in respect of the Dag 1385/1712 Property.

21. Re : R.S. and L.R. Dag No. 1435/1718 – Total Area in Dag – 0.17 acre, Subject Area – 0.17 acre or 17 Sataks (“Dag 1435/1718 Property”):

- 21.1 One Md. Abdul Aahad Mistri was seized and possessed of and or otherwise well and sufficiently entitled to Dag 1435/1718 Property.
- 21.2 By an Indenture of Exchange dated 26th March 1991 and registered with the Additional District Sub Registrar, Sonarpur in Book I Volume No.19 Pages 113 to 117 Being No.1956 for the year 1991 made between the said Jahar Lal Ghosh as First Party of the First Part and the said Md. Abdul Aahad Mistry (also known as Md. Abdul Ohaheed) as Second Party of the Second Part the said Jahar Lal Ghosh was in exchange of his property, conveyed the Dag 1435/1718 Property absolutely and forever.
- 21.3 By an Indenture of Conveyance dated 1st August 2003 and registered with the Additional District Sub Registrar, Sonarpur in Book I Volume No.29 Pages 4774 to 4799 Being No.10441 for the year 2009 the said Jahar Lal Ghosh, for the consideration therein mentioned, sold conveyed and transferred unto and to one Jaweed Khan the Dag 1435/1718 absolutely and forever.
- 21.4 By an Indenture of Conveyance dated 24th October 2011 and registered with the District Sub Registrar IV, South 24 Parganas, in Book I Volume No. 26 Pages 2499 to 2514 Being No.7892 for the year 2011 the said Jaweed Khan, for the consideration therein mentioned, sold conveyed and transferred unto and to Identical Builders Private Limited, Eminent Devcon Private Limited, Immortal Builders Private Limited, Wise Developers Private Limited, Elfin Buildcon Private Limited, Impiety Devcon Private Limited, Invention Developers Private Limited, Wily Developers Private Limited and Immence Developers Private Limited the Dag 1435/1718 Property absolutely and forever.
- 21.5 The names of the Identical Builder Private Limited, Immortal Builders Private Limited, Eminent Devcon Private Limited, Wise Developers Private Limited, Elfin Buildcon Private Limited, Impiety Devcon Private Limited, Invention Developers Private Limited, Wily Developers Private Limited and Immence Developers Private Limited are recorded as Raiyats in the Records of Rights published under the said Act of 1955 under L.R. Khatian Nos. 1116/1, 1117/1, 1118/1, 1119/1, 1120/1, 1121/1, 1122/1, 1123 and 1124 respectively in respect of the Dag 1435/1718 Property.
22. By the Development Agreement the Vendors, inter alia, did thereby grant to the Promoter the exclusive right to develop the said Land by constructing the Buildings at the Whole Complex or any part thereof for mutual benefits and for the consideration and on the terms and conditions therein contained. Under and in terms, of the Development Agreement, it was, inter alia, agreed between the Vendors and the Promoter as follows:-
- i. The said Land shall be developed in one or multiple phases at the discretion of the Promoter

- ii. The consideration receivable from sale of the Units (including the Designated Apartment) and other transferable areas shall belong to the Vendors and the Promoter in the ratio as agreed under the Development Agreement respectively and the entire Other Charges and Deposits shall exclusively belong to the Promoter;
 - iii. All consideration and Other Charges and Deposits and other amounts shall be payable by the intending buyers to the Promoter, whose acknowledgement and receipt of the same shall bind the Promoter as well as the Vendors and the Promoter shall separately pay to the Vendors the share of the Vendors in the same.
 - iv. The Vendors would join in as party to the agreements for sale that may be entered into by the Promoter for sale of any Unit or other saleable area and also upon construction and completion of the Buildings at the Project to complete the sale and transfer of the said share in the land and all and whatever their share, right, title and interest in the such Units including Designated Apartment.
23. The plans for construction of the Buildings at the Project has been sanctioned by the Sonarpur Panchayat Samity vide Memo No. 928/SNS dated 21st December, 2017 and _____ dated _____ and modified on _____.

SCHEDULE-A-2

DISCLOSURES, ACKNOWLEDGMENTS & NECESSARY TERMS:

1 DEFINITIONS: Unless, in this Deed, there be something contrary or repugnant to the subject or context:

1.1 "this Deed" shall mean this Deed and Schedules all read together.

1.2 "Co-owners" shall insofar as the Project is concerned mean (a) all the allottees 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 Vendor/Promoter, shall mean the respective Vendor and/or Promoter and insofar as the Whole Complex is concerned mean (a) all the allottees of Units in the Whole Complex 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 Vendor/Promoter, shall mean the respective Vendor and/or Promoter;

1.3 "sanctioned plan" shall mean the plan sanctioned by the Sonarpur Panchayat Samity vide Memo No. 928/SNS dated 21st December, 2017 and dated ____ and modified on ____.

1.4 "Maintenance in-charge" shall mean _____ until the Association taking charge of the same and thereafter the Association;

1.5 "Common Purposes" 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

1.6 "Phases" shall mean the first phase comprising of the Project and such phases in future if and at the sole discretion of the Promoter developed by it at the said Land.

1.7 Gender: words importing masculine gender shall according to the context mean and construe any other gender and vice versa.

1.8 Number: words importing singular number shall according to the context mean and construe the plural number and vice versa

2 This Deed is in respect of the Project which is part of First Phase.

- 3 The said Building contains certain Common Areas as specified in clause 1.1 of Schedule E hereunder written and which the Purchaser shall have the right to use in common with the Vendors, the Promoter and other Co-owners of the said Building and other persons permitted by the Promoter. The Project also contains certain Common Areas as specified in clause 1.2 of the Schedule E hereunder written which the Purchaser shall have the right to use in common with the Vendors, the Promoter and other Co-owners of the Project and other persons permitted by the Promoter. [The Whole Complex shall contain certain joint common areas which the Allottee shall have the right to use in common with the Vendors, the Promoter and other Co-owners of the Whole Complex including the Future Phases and other persons permitted by the Promoter.]*^a 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
- 4 The Project contains open and covered parking spaces and multi level mechanized parking spaces as per sanctioned plans ("Car Parking Areas"). In addition, the Project also contain open spaces which are not forming part of the amenities and facilities mentioned in Schedule E and which can be used for parking "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 Allottees who need the same and apply for the same with preference being given by the Promoter to those Allottees 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 allottee nor to disturb the use of the allotted parking space by the concerned allottee.
- 5 The Promoter intends to make further additions and alterations to the Building Plans without affecting the Designated Apartment or reducing the amenities and facilities mentioned in Schedule E. The Promoter shall take consent of the Purchaser at the appropriate time if and to the extent required under the Act and which such consent shall not be unreasonably withheld. The Purchaser acknowledges and confirms that the Promoter shall have the exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the Project and/or the Whole Complex or any of them Provided that the Promoter shall make any such additional construction upon obtaining approval of plans by Panchayat Samity and upon complying with the applicable provisions of the Act and/or Rules. The Purchaser shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in any further construction, addition, alteration and modification of or in or to the Project or any part thereof and/or any other construction, addition or alteration and completion of construction at the Whole Complex by the Promoter due to any reason whatsoever (including and notwithstanding any temporary obstruction or disturbance in his using and enjoying the Designated Apartment and/or the Common Areas).

^a If and as applicable. See footnotes above

- 6 The ownership and enjoyment of the Designated Apartment by the Purchaser shall be Subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as also the House Rules as stipulated in Schedule E-1 hereto.
- 7 The cost of management, repair, maintenance and upkeep of the Multi level Mechanical Parking System shall be part of the Common Expenses but the cost of replacement of the same shall be borne and paid by the Purchaser who use the concerned Parking Spaces requiring replacement.
- 8 The unsold apartments at the Project shall enjoy a waiver in respect of the Maintenance Charges for a period of 5 years from the date of the Completion Certificate
- 9 The power backup from the Common Generator in the Project 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.
- 10 Carpet Area of Unit: The carpet area for the Designated Apartment or any other Unit shall mean the net usable 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.
- 11 Balcony Area: The net usable area of the exclusive covered balcony/ies (if any) attached to the Unit.
- 12 Open Terrace Area: The net usable area of the exclusive open space attached to the Designated Apartment if granted to the Allottee.
- 13 Built-up Area: The built-up area for the Designated Apartment or any other Unit shall mean the Carpet Area of such Unit and Balcony area and 50% (fifty percent) of the area covered by those external walls which are common between such Unit/Balcony and any other Unit/Balcony and the area covered by all other external walls of the such Unit/Balcony.
- 14 Proportionate Common Area: The proportionate share of the Common Areas attributable to the Designated Apartment is undivided _____ Square feet more or less.
- 15 Unit Area for CAM: For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Allottee, the area shall be the sum total of the Built-up Area and Proportionate Common Area which is _____ Square feet more or less.
- 16 The Promoter had borrowed money from _____ by mortgaging _____ and created an equitable mortgage of the said Land. The Promoter has before execution of this Deed obtained the No Objection Certificate dated _____ from the said _____ for completion of sale of the Designated Apartment and pro rata share of Common Areas to the extent mentioned in Para E above in favour of the Purchaser

17 In case the Purchaser has obtained any housing loan or finance to pay the consideration envisaged herein, the entire obligation or liability in respect of the same shall be that of the Purchaser alone

18 The Project shall bear the name "**Suncrest Estate- Phase I**" or such other name as be decided by the Promoter from time to time. The Blocks 2A, 2B, 2C, 2D and 2E shall also bear such name or such other name as be decided by the Promoter from time to time. The name of the Project and the Whole Complex cannot be changed unless permitted by the Promoter in writing and it shall not be necessary for the Promoter to grant any such permission.

SCHEDULE A-3

FUTURE PHASE/S

1. Tower ___ having basement, ground and ___ upper floors
2. Tower ___ having basement, ground and ___ upper floors
3. Tower ___ having basement, ground and ___ upper floors
4. Common use with the First Phase of the such Common Amenities and Facilities mentioned in Part-2 of Schedule E hereto and any other as be decided by the Promoter before or during the course of development of any Future Phase.

SCHEDULE 'B' – APARTMENT, PARKING ETC.,

1. **DESIGNATED APARTMENT:** ALL THAT the flat being Unit No. _____ containing a carpet area of _____ Square feet more or less alongwith balcony with a carpet area of _____ Square feet more or less and a total built-up area of Unit (including Balcony) of _____ Square feet more or less on the _____ floor of the Tower _____ of the Project at the Project Land .

2. PARKING: _____

3. OPEN TERRACE: _____

SCHEDULE 'C' - FLOOR PLAN OF THE APARTMENT

SCHEDULE D -EASEMENTS:

(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 Excepting and Reserving 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 to the extent mentioned in this deed in common with the Vendors and/or the Promoter 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 Whole Complex 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 and/or the Whole Complex..
- 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 and/or the Whole Complex 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 and/or the Whole Complex.
- c. 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 and/or the Whole Complex.
- 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/or the Whole Complex and also for the purpose rebuilding or repairing any part or parts of the 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 and/or the Whole Complex 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 aforesald.

SCHEDULE 'E' - AMENITIES & FACILITIES (WHICH ARE PART OF THE PROJECT).

1 AMENITIES & FACILITIES:

Common Areas at the said Building:

- (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) Two Lift, with machineries accessories and equipments (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) Over head water tanks with water distribution pipes from such Overhead water tank connecting to the different Units of the Said Building.
- (vi) Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Said Building.
- (vii) Septic Tank
- (viii) Portion of Roof as may be identified by the Promoter as Common Roof of the Said Building subject to the exceptions and reservations contained herein
- (ix) Toilets, if any in the ground floor of the Said Building.
- (x) Fire Detection & Protection System, Fire Refuse Platform and Fire Staircase as per WBFES recommendation.
- (xi) 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.

1.2 Common Areas at the Project:

- (i) Driveways and paths and passages at the Project Land except those reserved by the Promoter for exclusive use.
- (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) CCTV at ground floor level with central security surveillance and at any other place, if so provided by the Promoter.
- (iv) Underground water reservoir
- (v) Water supply or Deep tube well/borewell for water supply with water distribution pipes to the Overhead water tanks of the Buildings at the Project.
- (vi) Water waste and sewerage evacuation pipes and drains from the Buildings at the Project to the Sonarpur Panchayat Samity/municipal drains.
- (vii) DG Set, its panels, accessories and wirings and space for installation of the same.
- (viii) Underground water reservoir for Fire and other common fire safety system as per the WBFES rules and norms.
- (ix) Landscape Garden
- (x) Solar PV Plant at Roof .
- (xi) Club Facility in terms of clause 1.4 below:.
- (xii) Residential fire fighting system with sprinklers and smoke detectors in the Common Areas in the Buildings at the Project all as per norms.
- (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

2.Club Facility: The Promoter proposes to erect, install and/or make available certain facilities with initial infrastructure and equipments and installation as provided by the Promoter as hereinafter mentioned (hereinafter referred to as "the Club Facility" which expression shall include any modifications or alterations of all or any such facility) at a portion of the said Land containing:

Banquet Hall	Community Hall with attached Lawn at Podium Level
Swimming Pool	Outdoor Swimming Pool with kids pool with Deck.
Gymnasium	Gymnasium with modern equipments
Toddlers Room	Indoor toddlers room
AV room	Air-conditioned AV room
Guest Room	Air-conditioned guest room
Barbeque area	Barbeque area at Podium Level
Half basketball court	Half Basketball court at Podium Level
Badminton court	Badminton court at the podium level
Coffee shop cum library	Coffee shop cum library at Podium Level
Kids' play Area	Outdoor kids play area at both Podium and ground level.
Indoor games room	indoor games room

2.1 The Purchaser agrees to pay the fixed costs and charges in respect of the Club Facility as part of Other Charges. On the Club Facility becoming functional, the Purchaser shall comply with all rules and regulations as framed by the Maintenance In-charge for proper management and use thereof. In particular and without prejudice to the generality of the foregoing provisions, the Purchaser shall also be liable to pay the charges as prescribed by the Promoter or the Maintenance In-charge from time to time for use of the Community Hall for his private functions or ceremonies, if permitted by the Promoter or the Maintenance In-charge. The Club Facility may be used by the Purchaser alongwith family members residing at the Designated Apartment in common with other persons who may be permitted by the Maintenance In-charge. In case any visitor or guest of the Purchaser desires to avail the such facilities, the Purchaser shall obtain a written consent from the Maintenance In-charge who shall be at liberty to refuse the same or to levy such charges and/or conditions in respect of the same as the Maintenance In-charge may deem fit and proper.

SCHEDULE E-1

(HOUSE RULES)

HOUSE RULES: The Purchaser binds himself and covenants to abide by the following rules, regulations and restrictions ("House Rules"):

1. 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. unless the right of parking is expressly granted and mentioned in Clause 2 of the Schedule B 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 (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever
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
 - (ii) the Purchaser shall not park any motor car, two wheeler or any other vehicle at any other place in the said Project (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever;
 - (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 and/or two wheeler, as the case may be.
 - (iv) No construction or storage of any nature shall be permitted on any parking space 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-owner of the Project and none else.
 - (vii) This right to use car 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 Deed shall all be covenants running with the Parking Facility.
 - (x) In case the Purchaser is provided facility of parking in the Multi level Mechanical Parking System, the Purchaser shall abide by observe fulfill and perform all rules and regulations applicable to the user thereof. The Purchaser accepts and acknowledges that any use of the Multi level Mechanical Parking System by the allottee Unit Holders shall be dependant on each other and shall be subject to force majeure and interruptions, inconveniences, malfunctions and mechanical faults associated with its use and the Promoter and the Maintenance-in-Charge shall not be held responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Multi level Mechanical Parking System to which the Purchaser hereby consents and agrees to keep the Promoter fully indemnified in respect thereof.
4. In case the Purchaser is granted the exclusive right to use any Open Terrace as a right appurtenant to Designated Apartment, the right of the Purchaser to use of such Open Terrace shall be subject to the following conditions:-:
- (i) to use the Open Terrace for the purpose for which it has been sanctioned and in a decent and respectable manner and keep the same at all times in a fully repaired and neat and clean condition and shall be fully responsible for complete maintenance of the same at all times
 - (ii) not to damage or modify or make any construction, addition or alteration therein nor to cover or enclose the same nor to display any light or signage from the same so as to be visible from outside nor to put any grills or glass or poles or any item going beyond the height of the parapet
 - (iii) not to allow or permit any leakage or seepage of water from the floor to any other portion of the Buildings at the Project;
 - (iv) not display any signboard, hoarding or advertisement etc. on the parapet wall of the Open Terrace or at any place in the said Open Terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.
 - (v) not deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the Open Terrace nor allow the accumulation of water thereat nor store or allow any one to store any goods articles or things in the said Open Terrace or anywhere at the said Land
 - (vi) not to affix, draw or string wires, cables or pipes from, to or though any part or portion of the Open Terrace and/or the Buildings at the Project and/or the said Land and/or outside walls of the Buildings at the Project save in the manner indicated by the Promoter or the Maintenance In-Charge
 - (vii) not to transfer or assign or part with their right of use of the Open Terrace or part with the possession of the said Open Terrace, independent of the Designated Apartment and vice versa.
 - (viii) not to sub-divide the Open Terrace in any manner.

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 any Club Facility by the Purchaser or his family members or any other person.
6. Fittings & Fixtures: Except those provided by the Promoter, all fitouts 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 fitout works, the Purchaser shall be obliged to do all works in a good and workman-like manner and without violating any laws, rules or regulations of the Panchayat, Sonarpur Panchayat Samity, National Building Code and Fire rules and others and with minimum noise and without causing any disturbance or annoyance to the other Co-owners. The Purchaser shall ensure that there shall be no stacking of debris or materials in any Common Areas and there shall be regular clearing of all debris arising out of the Fitout works. The Purchaser hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in anyway damage or destroy the beams and columns on the floor, ceiling and walls of the Designated Apartment. The Purchaser shall be responsible for all consequences, loss of life and property, damages or accidents that may occur due to breach or default on the part of the Purchaser while carrying out any fitout or other activity.
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 portion of the Project except the Said Building and the Common Areas mentioned therein 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 **PROVIDED HOWEVER THAT** 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. To apply for and obtain at his own costs separate assessment and mutation of the Designated Apartment in the records of appropriate authority within 06 (six) months from the date of possession.
11. 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 Buildings at the Project 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 Buildings at the Project or any part thereof.

12. not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
13. 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.
14. not to hang 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
15. 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.
16. 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.
17. 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;
18. 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.
19. to install fire fighting and sensing system gadgets and equipments as required under law and shall keep the Designated Apartment free from all hazards relating to fire
20. 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.
21. 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.
22. 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.
23. to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the Premises and other Common Purposes.

24. keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the Project 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 Project Land.
25. to maintain at his own costs, 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, Panchayat Samity, Zilla Parishad, WBSEDC Limited, Fire Service Authorities, Pollution Control authority 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.
26. 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 neon-sign, 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.
27. Not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.
28. not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
29. 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.
30. To allow and permit the Promoter the following rights and authorities:-
 - (i) The Promoter shall at all times also be entitled to put or allow anyone to put the name of the Project and/or the name, design and/or logo of the Promoter and/or its associated group/brands at the Roof, façade, boundary and/or any other places in the Project by way of neon-sign, hoardings, signages, sign boards etc., and the Purchaser or the Association shall not be entitled to remove or block the same in any manner whatsoever or howsoever.
 - (ii) The Promoter shall be entitled to negotiate with and enter upon contracts (on 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 Co-owners (but with possibility of outsiders being also provided services therefrom by the owners/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 owners/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 pro-tanto subsidize meet the Common Expenses to that extent.

31. The Purchaser binds himself and covenants to bear and pay and discharge the following expenses and outgoings:-

- (i) Property tax and/or Panchayat rates and taxes and water tax, (if any,) assessed on or in respect of the Designated Apartment directly to the Panchayat, 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 In-charge 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 (including those mentioned in Schedule E-2 hereunder written) to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser shall pay to the Maintenance In-charge, maintenance charges calculated @ Rs.____.00 (Rupees ____) only per Square foot per month of the Unit Area for CAM mentioned in clause 15 of Schedule A-2 above. 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.
- (vi) In case the Purchaser has opted for the Parking Facility, the Purchaser shall pay the Parking Facility Maintenance Charges calculated @Rs.____/- per annum to be increased every ____ years by ____% (____percent) of the amount then payable.
- (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.

- 1.1 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 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.
- 1.2 The maintenance charges does not include any payment or contribution towards the major repair, replacement, reinstatement etc., of the Common Areas and the Purchaser shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance-In-Charge from time to time. Furthermore, such payment shall be made by the Purchaser irrespective of whether or not the Purchaser uses or is entitled to or is able to use all or any of the Common Areas and any non user or non requirement thereof shall not be nor be claimed to be a ground for non payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Purchaser.
- 1.3 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.
- 1.4 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.
- 1.5 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 premises or any other part of the Buildings at the Project 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 shall include the following ("**Common Expenses**"):

- 1 **MAINTENANCE:** All costs and expenses of maintaining, repairing, redecorating, renovating, replacing, renewing, cleaning, lighting, upkeep 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 , lifts, generators, CCTV, water pump with motors, the Parking Spaces (except for replacement of the Multi level Mechanical Parking System) and all adjoining side spaces and all related, gutters and water pipes for all purposes, equipments and accessories, machinery, tools and tackles, Club related equipment's etc., 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 Allottee in common with other occupiers or serving more than one Unit/flat and other saleable space in the Building and at the Premises, main entrance, landings and staircase of the Building enjoyed or used by the Allottee in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the Common Areas, the main entrance, passages, driveways, landings, staircases and other part of the Said Building and/or the Project so enjoyed or used by the Allottee in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
- 2 **OPERATIONAL:** All costs, charges and expenses for running and operating all machines equipments and installations comprised in the Common Areas (including lifts, generators, water pump with motor, Club related equipment's, electricity, light fittings etc and also the costs of repairing, renovating and replacing the same and also the Parking Spaces.
- 3 **STAFF:** The salaries of and all other expenses including their bonus and other emoluments and benefits of the staffs/personnel to be employed for the common purposes {including (i) __Nos.staffs for Site Property Management, (ii) __Nos staffs for Outsourced Specialist (House Keeping), (iii) __Nos staffs for Electrician/MST (Technical Staff), (iv) __Nos Plumber (Technical Staff) and (v) __Nos staffs for Security Services (Security Supervisor)}. The staff specifications are provisional and subject to change as per requirement as decided by the Promoter and/or Maintenance-In Charge.
- 4 **ASSOCIATION:** 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.
- 5 **TAXES:** Panchayat and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any unit).
- 6 **AMC & INSURANCE:** Annual Maintenance Contracts, 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).
- 7 **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.

- 8 **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
- 9 **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 (except replacement of Multi level Mechanical Parking System) and also on deployment of personnel and agency for its operation, security, protection and other purposes etc.
- 10 **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Owners, the Promoter, the Association for the common purposes.