

THIS INDENTURE is made on this day of , Two
Thousand Twenty Five **BY AND BETWEEN**

(1) COMPANION TRADERS PRIVATE LIMITED (Pan No. AABCC1564H), a Company within the meaning of the Companies Act, 2013 and having its Registered Office at 121 Chittaranjan Avenue, 4th Floor, Room No. 57, Kolkata - 700073, West Bengal, **(2) COMPASS VINIMAY PRIVATE LIMITED** (Pan no.AABCC1563A), a Company within the meaning of the Companies Act, 2013 and having its Registered Office at 121 Chittaranjan Avenue, 4th Floor, Room No. 57, Kolkata - 700073, West Bengal, **(3) BRIGHTEX MERCHANTS PRIVATE LIMITED** (Pan No. AABCB0638H), a Company within the meaning of the Companies Act, 2013 and having its Registered Office at 121 Chittaranjan Avenue, 4th Floor, Room No. 57, Kolkata - 700073, West Bengal, **(4) CITILINE VYAPAAR PRIVATE LIMITED** (Pan No. AABCC1562B), a Company within the meaning of the Companies Act, 2013 and having its Registered Office at 121 Chittaranjan Avenue, 4th Floor, Room No. 57, Kolkata - 700073, West Bengal, **(5) APURVA COMMO TRADE PRIVATE LIMITED** (Pan no. AACCA1322J), a Company within the meaning of the Companies Act, 2013 and having its Registered Office at 121 Chittaranjan Avenue, 4th Floor, Room No. 57, Kolkata - 700073, West Bengal, **(6) ANJANI MARKETING PRIVATE LIMITED** (Pan No. AACCA3554A), a Company within the meaning of the Companies Act, 2013 and having its Registered Office at 121 Chittaranjan Avenue, 4th Floor, Room No. 57, Kolkata - 700073, West Bengal, **(7) AJANTA DEALERS PRIVATE LIMITED** (Pan No. AACCA1321M), a Company within the meaning of the Companies Act, 2013 and having its Registered Office at 121 Chittaranjan Avenue, 4th Floor, Room No. 57, Kolkata - 700073, West Bengal, **(8) KUSUM AGENTS PRIVATE LIMITED** (Pan No. AABCK0778R), a Company within the meaning of the Companies Act, 2013 and having its Registered Office at 121 Chittaranjan Avenue, 4th Floor, Room No. 57, Kolkata - 700073, West Bengal, **(9) LAXMI TRADECON PRIVATE LIMITED** (Pan No. AAACL6074C), a Company within the meaning of the Companies Act, 2013 and having its Registered Office at 121 Chittaranjan Avenue, 4th Floor, Room No. 57, Kolkata - 700073, West Bengal, **(10) MILESTONE DISTRIBUTORS PRIVATE LIMITED** (Pan No. AABCM7059B), a Company within the meaning of the Companies Act, 2013 and having its Registered Office at 121 Chittaranjan Avenue, 4th Floor, Room No. 57, Kolkata - 700073, West Bengal, **(11) NEPTUNE DEALERS PRIVATE LIMITED** (Pan No. AABCN1201E), a Company within the meaning of the Companies Act, 2013 and having its Registered Office at 121 Chittaranjan Avenue, 4th Floor, Room No. 57,

Kolkata - 700073, West Bengal, **(12) NUTSHELL MARKETING PRIVATE LIMITED** (Pan No. AAACN8475B), a Company within the meaning of the Companies Act, 2013 and having its Registered Office at 121 Chittaranjan Avenue, 4th Floor, Room No. 57, Kolkata - 700073, West Bengal, **(13) ORACLE COMMERCE PRIVATE LIMITED** (Pan No. AAACO2849N), a Company within the meaning of the Companies Act, 2013 and having its Registered Office at 121 Chittaranjan Avenue, 4th Floor, Room No. 57, Kolkata - 700073, West Bengal, **(14) PURBASHA MERCHANTS PRIVATE LIMITED** (Pan No. AADCP1886H), a Company within the meaning of the Companies Act, 2013 and having its Registered Office at 121 Chittaranjan Avenue, 4th Floor, Room No. 57, Kolkata - 700073, West Bengal, **(15) GENTEX COMMERCE PRIVATE LIMITED** (Pan No. AACCG0804F), a Company within the meaning of the Companies Act, 2013 and having its Registered Office at 121 Chittaranjan Avenue, 4th Floor, Room No. 57, Kolkata - 700073, West Bengal, **(16) JETAGE VINIMAY PRIVATE LIMITED** (Pan No. AAACJ8536D), a Company within the meaning of the Companies Act, 2013 and having its Registered Office at 121 Chittaranjan Avenue, 4th Floor, Room No. 57, Kolkata - 700073, West Bengal, **(17) SYMPHONY COMMODITIES PRIVATE LIMITED** (Pan No. AADCS8072N), a Company within the meaning of the Companies Act, 2013 and having its Registered Office at 121 Chittaranjan Avenue, 4th Floor, Room No. 57, Kolkata - 700073, West Bengal, **(18) SOLIDEX VINIMAY PRIVATE LIMITED** (Pan No. AADCS8071R), a Company within the meaning of the Companies Act, 2013 and having its Registered Office at 121 Chittaranjan Avenue, 4th Floor, Room No. 57, Kolkata - 700073, West Bengal, **(19) FRONTRADE VINIMAY PRIVATE LIMITED** (Pan No. AAACF4452E), a Company within the meaning of the Companies Act, 2013 and having its Registered Office at 121 Chittaranjan Avenue, 4th Floor, Room No. 57, Kolkata - 700073, West Bengal, **(20) GOODWIN SALES AGENCY PRIVATE LIMITED** (Pan No. AABCG1452A), a Company within the meaning of the Companies Act, 2013 and having its Registered Office at 121 Chittaranjan Avenue, 4th Floor, Room No. 57, Kolkata - 700073, West Bengal, **(21) GOODWILL VINIMAY PRIVATE LIMITED** (Pan No. AABCG1450C), a Company within the meaning of the Companies Act, 2013 and having its Registered Office at 121 Chittaranjan Avenue, 4th Floor, Room No. 57, Kolkata - 700073, West Bengal, **(22) FINETRADE SALES AGENCIES PRIVATE LIMITED** (Pan No. AAACF4365L), a Company within the meaning of the Companies Act, 2013 and having its Registered Office at 121

Chittaranjan Avenue, 4th Floor, Room No. 57, Kolkata - 700073, West Bengal, **(23) GENTEX TRADING PRIVATE LIMITED** (Pan No. AABCG1451D), a Company within the meaning of the Companies Act, 2013 and having its Registered Office at 121 Chittaranjan Avenue, 4th Floor, Room No. 57, Kolkata - 700073, West Bengal, **(24) INTEGRAL VINIMAY PRIVATE LIMITED** (Pan No. AAACI6481N), a Company within the meaning of the Companies Act, 2013 and having its Registered Office at 121 Chittaranjan Avenue, 4th Floor, Room No. 57, Kolkata - 700073, West Bengal, **(25) DIGNITY TRADERS PRIVATE LIMITED** (Pan No. AABCD0883G), a Company within the meaning of the Companies Act, 2013 and having its Registered Office at 121 Chittaranjan Avenue, 4th Floor, Room No. 57, Kolkata - 700073, West Bengal, **(26) GAINWELL SUPPLIERS PRIVATE LIMITED** (Pan No. AABCG1449D), a Company within the meaning of the Companies Act, 2013 and having its Registered Office at 121 Chittaranjan Avenue, 4th Floor, Room No. 57, Kolkata - 700073, West Bengal, **(27) ULEKH SALES AGENCY PRIVATE LIMITED** (Pan No. AAACU6422F), a Company within the meaning of the Companies Act, 2013 and having its Registered Office at 121 Chittaranjan Avenue, 4th Floor, Room No. 57, Kolkata - 700073, West Bengal, **(28) S. N. TOWERS PRIVATE LIMITED** (Pan No. AANCS9529G), a Company within the meaning of the Companies Act, 2013 and having its Registered Office at 9A, Lord Sinha Road, Kolkata 700071, **(29) NATURAL TOWERS PRIVATE LIMITED** (Pan No. AADCN1893Q), a Company within the meaning of the Companies Act, 2013 and having its Registered Office at 9A, Lord Sinha Road, Kolkata 700071, **(30) LORD SINHA DEVELOPERS PRIVATE LIMITED** (Pan No. AABCL8279J), a Company within the meaning of the Companies Act, 2013 and having its Registered Office at 9A, Lord Sinha Road, Kolkata 700071, all the above duly represented by their Constituted Attorney **ACQUET TRADING PRIVATE LTD.**, who is authorized vide registered Power of Attorney dated 18th November, 2025 registered Office of the Additional Registrar of Assurances IV Kolkata, in Book No. I, Volume No. 1904-2025, Page to, being No. for the year 2025, represented by its Authorized Signatory, **MR. JITENDRA BHUKANIA (PAN : AYZPB0975E)**, son of Radhye Shyam Bhukania, working for gain at 9A, Lord Sinha Road, Kolkata-700071, hereinafter called "the **OWNERS/VENDORS**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its respective successor and successors-in-interest, administrators and assigns) of the **FIRST PART**

AND ACQUET TRADING PRIVATE LTD. (PAN : AAECA4630K) (CIN - U51909WB1994PTC065062), an existing company within the meaning of the Companies Act, 2013, having its office at 9A, Lord Sinha Road, Kolkata - 700 071, represented by its authorized signatory, **MR. JITENDRA BHUKANIA (PAN : AYZPB0975E)**, son of Radhye Shyam Bhukania, working for gain at 9A, Lord Sinha Road, Kolkata-700071, hereinafter referred to as the **PROMOTER** (which term or expression shall unless repugnant to the subject or context be deemed to mean and include its successor, successors-in-interest, nominee and assigns) of the **SECOND PART AND (PAN :**), son of, residing at, hereinafter called "**the ALLOTTEE(S)/PURCHASER(S)**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include her/his/their heirs, executors, administrators, legal representatives, successor and assigns) of the **THIRD PART**.

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

- (a) "**Act**" means the REAL ESTATE (REGULATION AND DEVELOPMENT ACT) 2016
- (b) "**Rules**" means the West Bengal Real Estate (REGULATION AND DEVELOPMENT ACT) Rule 2021
- (c) "**Section**" means the section of the Act.

WHEREAS:-

- A. (1) COMPANION TRADERS PRIVATE LIMITED, (2) COMPASS VINIMAY PRIVATE LIMITED (3) BRIGHTEX MERCHANTS PRIVATE LIMITED (4) CITILINE VYAPAAR PRIVATE LIMITED (5) APURVA COMMO TRADE PRIVATE LIMITED (6) ANJANI MARKETING PRIVATE LIMITED, (7) AJANTA DEALERS PRIVATE LIMITED (8) KUSUM AGENTS PRIVATE LIMITED (9) LAXMI TRADECON PRIVATE LIMITED, (10) MILESTONE DISTRIBUTORS PRIVATE LIMITED (11) NEPTUNE DEALERS PRIVATE LIMITED (12) NUTSHELL MARKETING PRIVATE LIMITED (13) ORACLE COMMERCE PRIVATE LIMITED, (14) PURBASHA MERCHANTS PRIVATE LIMITED, (15) GENTEX COMMERCE PRIVATE LIMITED, (16) JETAGE VINIMAY PRIVATE LIMITED, (17) SYMPHONY COMMODITIES PRIVATE LIMITED, (18) SOLIDEX VINIMAY PRIVATE LIMITED, (19) FRONTRADE VINIMAY PRIVATE

LIMITED, (20) GOODWIN SALES AGENCY PRIVATE LIMITED, (21) GOODWILL VINIMAY PRIVATE LIMITED, (22) FINETRADE SALES AGENCIES PRIVATE LIMITED, (23) GENTEX TRADING PRIVATE LIMITED, (24) INTEGRAL VINIMAY PRIVATE LIMITED, (25) DIGNITY TRADERS PRIVATE LIMITED, (26) GAINWELL SUPPLIERS PRIVATE LIMITED, (27) ULEKH SALES AGENCY PRIVATE LIMITED, (28) S. N. TOWERS PRIVATE LIMITED, (29) NATURAL TOWERS PRIVATE LIMITED, (30) LORD SINHA DEVELOPERS PRIVATE LIMITED are the absolute and lawful Owners of inter alia ALL THAT the piece and parcel of land together with the various structures standing thereon containing an area by physical measurement 5675 square feet but as per title deeds an area of approx 6 Cottahs 10 Chittacks 39 Sq.ft. of lands within the four side boundary wall lying and situate in Mouza – MADURDAH (Madurdaha), C.S. Dag No. 448 and 450, R.S. Dag No. 445 & 457, under Khatian No. 189 & 46, P. S. – Kasba, District – South 24 – Paraganas, Municipal Premises No. 622, Madurdaha, Kolkata – 700 107, within Ward No. 108 of the Kolkata Municipal Corporation (hereinafter referred to as the “Said Land”). **The Devolution of Title of the said land are set out in the Schedule “_____”** hereunder written.

- B. The said land is earmarked for the purpose of building mainly residential project, comprising of multistoried apartment buildings and Car Parking Space and the said project shall be known as ‘TULIP’.
- C. The Owners by a registered Development Agreement duly appointed the Promoter herein as Promoter to develop the said Project in the terms and conditions as mentioned therein. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.
- D. The ‘**KOLKATA MUNICIPAL CORPORATION**’ has granted the commencement certificate to develop the Project vide approval dated bearing no. Notice of commencement under the West Bengal Municipal (Building) Rules 2007 was submitted vide letter dated by Architect of the Project intimating the date of commencement as
- E. The promoter has obtained the final layout plan, sanctioned plan and approvals for the project and also for the apartment, Flat or building, as the case may be from **KOLKATA MUNICIPAL**

CORPORATION. The promoter agrees and undertakes that it shall not make any major changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.

- F. The Promoter has commenced construction the multistoried building in the said premises in accordance with the plan duly sanctioned by the **KOLKATA MUNICIPAL CORPORATION**.
- A. The Promoter has registered the Project under the provisions of the Real Estates (Regulation and Development Act) 2016.
- B. The Allottee/Purchaser (s) has taken inspection of all the title deeds and plans and has made all necessary searches and is fully satisfied about the representation, plan right and title of the Vendor/Owners and the Promoter, and the Allottee/Purchaser shall not be entitled to and agree not to raise any objection and/or make any query with regard thereto.
- C. By an Agreement for Sale dated ("Agreement") the Vendor/Promoter have agreed to sell and Allottee/Purchaser (as Allottees thereunder) have agreed to acquire and/or purchase **ALL THAT** the Apartment/Unit No. "....." onth Floor having Sq.ft carpet area (Super built up area of Sq.ft.) a total built-up area of Unit of Square Feet (along with one Open/Covered Car Parking) of the building commonly known as "_____ " and undivided pro rata share in the common areas ("Common Areas") (hereinafter collectively referred to as the said Unit/Designated Apartment) morefully and particularly described in **SECOND SCHEDULE** written hereunder and the floor plan of the Designated Apartment/Unit is annexed hereto and marked as **THIRD SCHEDULE**.
- D. The Parties have gone through all the terms and conditions set out in this Deed and understood the mutual rights and obligations detailed herein.
- E. The Parties hereby confirm that they are signing this Deed with full knowledge of all the laws, rules, regulations, etc., applicable to the Project.

II. NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in pursuance of the said agreement and in consideration of the sum of **Rs./-** (Rupees) only paid by the Allotees/Purchasers to the Promoter at or before the execution hereof (the receipt whereof the Vendor 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 towards the proportionate share in the land attributable to the Designated Apartment/Office Space and of and from the payment of the same and every part thereof the Vendor and the Promoter do hereby forever release discharge and acquit the Allottee /Purchaser and the Designated Apartment and its appurtenances) the Promoter and the Vendor do and each one of them hereby sell and transfer unto and to the Allotees/Purchasers their respective entitlements in **ALL THAT** the Designated Apartment being the Unit No. having a carpet area **Sq.Ft** and Super Built up area Sq.ft. and **built-up area of Unit of Square Feet** on the Floor morefully and particularly mentioned and described in SECOND SCHEDULE hereto AND TOGETHER WITH right to use the Common Areas in common with the Vendor and Promoter and other persons permitted by them AND reversion or reversions remainder or remainders and the rents issues and profits thereof and in connection with the Designated Apartment AND all the estate right title interest property claim and demand whatsoever of the Promoter and the Vendor into or upon the Designated Apartment TO HAVE AND TO HOLD the Designated Apartment unto and to the use of the Allotees/Purchasers absolutely and forever TOGETHER WITH AND/OR SUBJECT TO the easements quasi-easements and other stipulations and provisions in favour of the Allotees/Purchasers and the Promoter/Vendor as are set out herein (morefully and particularly described in the FIFTH SCHEDULE written hereunder) AND SUBJECT TO the covenants, terms and conditions as contained in the Schedules hereto and on the part of the Allotees/Purchasers to be observed, fulfilled and performed. However as and when Association formed and Association paid the stamp duty registration and other cost and expenses the Promoter will take steps for registration.

III. AND THE VENDOR AND PROMOTER DO AND EACH ONE OF THEM DOOTH HEREBY COVENANT WITH THE ALLOTTEE(S)/ PURCHASER(S) as follows:-

- (a) THAT notwithstanding any act deed matter or thing whatsoever done by the Vendor and Promoter or executed or knowingly suffered to the contrary the Vendor and Promoter are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Unit/Designated Apartment And the Properties Appurtenant thereto hereby granted sold conveyed transferred assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions trust encumbrances which make void the same.
- (b) THAT the said Unit/Designated Apartment And The Properties Appurtenant thereto hereby sold granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments leases lispendences Waqf or trust made or suffered by the Vendor and Promoter or any person or persons having lawfully or equitably claiming any estate or interest therein through under or in trust for the Vendor and Promoter.
- (c) THAT the right to use the car park as mentioned in the schedule is transferable in the same manner as it has been given to the Allottee/Purchaser.
- (d) THAT the Allottee/Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the said Unit/Designated Apartment And The Properties Appurtenant thereto, and shall be entitled to receive all the rents issues and profits thereof without any lawful evictions interruption claims or demands whatsoever by the Vendor and Promoter or any person or persons having lawfully or equitably claiming as aforesaid.
- (e) THAT the Allottee/Purchaser shall be freed cleared and absolutely discharged saved kept harmless and indemnified against all estate charges encumbrances liens attachments lispendences, debutters or trust or claim and demands

whatsoever created occasioned or made by the Vendor and Promoter or any person or persons lawfully or equitably claiming as aforesaid.

- (f) AND FURTHER THAT the Vendor and Promoter and all persons having lawfully or equitably claiming any estate or interest in the said Space/Designated Apartment And The Properties Appurtenant thereto or any part thereof through under or in trust for the Vendor, shall and will, from time to time and at all times hereafter at the request and cost of the Allottee/ Purchaser, make do and execute or cause to be made done and executed all such further lawful acts deeds or things whatsoever for further better or more perfectly assuring the said Space/Designated Apartment And The Properties Appurtenant thereto and every part thereof unto and to the use of the Allottee/Purchasers in the manner as aforesaid as shall or may be reasonably required.
- (g) Initially the Promoter shall look after the Maintenance and for this purpose the Allottee(s)/Purchaser(s) shall pay to the Promoter 'Supervision Charges' calculated @ 15% on total CAM (Common Area Maintenance) Cost per month for looking after the maintenance of the Project.
- (h) Allottees/Purchasers aware that the said project commence in phase and every phases as decided by the Promoter will be complete with the amenities available in the said building/block. The balance construction work in the other portion may continue but if the Allotted wishes he/they can take possession and occupy the same. It may takes years to complete the balance work. The Vendor and Promoter, their servants and agents, contractors etc., are entitled to use the common entrance, common passage, other utilities and facilities. The right of the Allottees/Purchasers restricted to the particular Phase of the project where the Allotted Block is situated and the land below the same more fully describe in the Part II of the Second Schedule hereunder written. There will be temporary boundary wall of the said Phase project. The Allottees/ Purchasers of the other Phases however entitle to use of the common facilities and Common Passage and other common amenities which open for uses of the entire complex.

- (i) The Allottees/Purchasers undertake not to object the construction in any part of the said complex on the ground of inconvenience, sound pollution, dust etc.
- (j) The Allottees/Purchasers aware that certain work of construction, finishing work, common facilities and amenities in the said Building Complex has not been completed as yet and agree to allow the Promoter some more time to complete the same including with the workmen and building materials and free ingress and egress and will never raised any objection. The Allottees/Purchasers or any one claiming through it undertakes not to do any act deed or things which may prevent or delay in completion of the projects. The Allottees/Purchasers aware that completion Certificate has not yet been received and this registration was made at the request of the Allottees/Purchasers only.
- (k) The Allottees/Purchasers shall neither use nor transfer any other space, portion and common portion other than the flat/space common portion and common right only being transferred by the Vendors herein in favour of the Allottees/ Purchasers, by these presents. The Allottees/Purchasers have no right, title, interest and claim in respect of other space.
- (l) Provided that noting herein contained shall derogate or prejudice or effect the Promoter's rights and entitles with regard to the matter connected to the building plan and the addition/alteration thereof as contained herein above.
- (m) The Promoter, after completion of the building in which the Allottee has purchase the flat and sale of such number of Spaces/apartments as may be decided by the Promoter in its absolute discretion of the entire project, shall pursuant to the Said Act hand over the maintenance of the building and if desire by the Association convey the undivided proportionate share in the common areas to a Holding Organization formed by the Promoter of the flat purchaser within a reasonable time, to which Maintenance Organization, the Allottee/Purchaser will become the member after execution of Sale-Deed in his favour. On such

handing over, the Promoter after deducting its dues and claims if any, shall hand over the maintenance deposit of the various Space/Apartment owners to such Association/Holding Organization. The PROMOTER shall give a notice of handover of the project and the Maintenance Association shall within a period of 30 (thirty) days thereof take the handover of the Project. Failure on the part of the Maintenance Association in taking the handover the Project shall attract penalty in the form of supervision charges, which shall be payable by the Allottee/Purchaser, amounting to 25% of total CAM Cost per month from the expiry of the above period of 30 (thirty) days till the date of offering of the handover of the Project.

- (n) THAT the Vendor doth hereby further covenant with the Allottee/Purchaser that unless prevented by fire or some other irresistible force, he shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Allottee/Purchaser, produce or cause to be produced to the Allottee/Purchaser or to its/his/her attorney/s or agents at or before any trial examination or commission for inspection or otherwise as occasion may arise, the title deeds in connection with the said Premises and also shall at the like request and costs of the Allottee/Purchaser deliver to the Allottee/Purchaser such attested or other true copies or extracts therefrom as the Allottee/Purchaser may require and will in the meantime unless prevented by fire or otherwise shall keep the same un-obliterated and un-cancelled.

IV. AND THE ALLOTTEE/PURCHASER SHALL TO THE END AND INTENT THAT THE OBLIGATION AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID UNIT AND THE RIGHTS AND PROPERTIES APPURTEnant THERETO HEREBY CONVEYED WITH THE VENDOR AND PROMOTER AND EACH ONE OF THEM RESPECTIVELY as follows:-

- (a) That the Allottee/Purchaser and all other persons deriving title under it/his/her shall and will at all times hereafter shall observe the restrictions regarding the uses set forth in the SIXTH SCHEDULE hereunder written.

- (b) THAT the Allottee/Purchaser shall at all times hereafter (from the date of notice for possession) regularly and punctually make payment of all the municipal rates and taxes and other outgoings including cess, multi-storied building tax, Water tax, Urban Land Tax, if any, and other levies impositions and outgoing including maintenance charges including describe in the **SEVENTH SCHEDULE** which may from time to time be imposed or become payable in respect of the said Unit/Designated Apartment and proportionately for the new building as a whole and for the common parts and portions.
- (c) The Allottee/Purchaser shall within six months from the date of execution of these presents shall apply for and obtain mutation of its/his/her name as the owner of the said Unit from the Burdwan Municipality and shall also obtain separate assessment of the said Unit and so long the said Unit is not separately assessed the Allottee/Purchaser shall pay the proportionate share of the assessed municipal tax and other taxes and impositions payable in respect of the New Building, such amount to be determined in its absolute discretion by the Promoter and upon formation of the Association by such Association/Society/Maintenance Company.
- (d) The Allottee/Purchaser(s) or any one claiming through it undertakes not to do any act deed or thing which may prevent or delay in completion of projects or obtaining completion certificate. The Allottee/Purchaser(s) aware that Project has not been fully completed and completion certificate has not yet been received and this registration was made at the request of the Allottee/Purchasers only.
- (e) The Allottee/Purchaser(s) shall neither use nor transfer any other space, portion and common portion other than the subject Unit, common portion and common right only being transferred by the OWNER herein in favour of the ALLOTTEE/PURCHASER vide this Deed of Conveyance mentioned in the Second schedule and proportionate right of user as mentioned in the Fourth schedule. The Allottee/Purchaser have no right, title, interest and claim in respect of other spaces/units.

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

After completion of the execution and registration of the Deed of Conveyance in favour of the Allottee/Purchaser(s), the Allottee/Purchaser(s) may deal with or dispose of or assign or alienate the said Space/Designated Apartment subject to the following conditions:

- a) Pursuant to the said Act and at the instance of the Allottee/Purchaser, the Association shall be conveyed the undivided proportionate share in the Common Area subject to the fulfillment of completion and payment of all the cost stamp duty, registration and others.
- b) The Allottee/Purchaser shall use the Common Areas along with 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 agrees to hand over the Common areas to the Association subject as stated herein. However till the entire complex is not been fully constructed the Vendor/Promoter entitled to use the common passage Main entrance and other common facilities and amenities available at any part of the said Project. If require the Vendor/Promoter also entitled to change or shift the location of common facilities and amenities including portion of the Transformer etc.
- c) The said Unit/Designated Apartment shall be imitable, indivisible and in one lot, and the same shall not and cannot be partitioned in case of sale of the said Unit/Designated Apartment in favour of more than one buyer, the same shall be done in their favour jointly and in undivided shares.
- d) The proportionate share of the Allottee/Purchaser(s) in respect of any matter referred to under this Conveyance shall be such as may be determined by the Promoter and the Allottee/Purchaser(s) agree and undertakes to accept the same notwithstanding there being minor variations;

- e) The said project shall always be known as “**TULIP**” and the Allottee/Purchaser(s) undertakes not to change the name at any point of time.
- f) The right of the Allottee/Purchaser(s) regarding the Undivided Share shall be variable depending on further/additional constructions and development, if any, that may be made by the Promoter from time to time in future and the Allottee/Purchaser(s) hereby consents to the same. Any such variation shall not affect the Agreed Consideration and no claim or objection can or shall be raised regarding the same by the Allottee/Purchaser(s) under any circumstances including in the event of reduction of the proportionate share of the Allottee/Purchasers in the Land and the Common Portion or causing any nuisance or inconvenience.
- g) The Promoter shall be entitled to erect, maintain and/or to permit and/or grant rights to outside/third parties to erect and maintain hoardings, display-signs, communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas etc. on the roofs of the Buildings and/or other areas in the Buildings and/or the Premises without being required any consent or to pay any charges for the same to the Unit/Designated Apartment Owners or anyone claiming through them. Neither the Unit Owners (including the Allottee/Purchaser) nor the Association nor any other entity shall be entitled to object or to hinder the same in any manner whatsoever.
- h) Any subsequent transfer of the said Unit/Designated Apartment by the Allottee/Purchaser(s) shall not be in any manner inconsistent with this Deed of Conveyance and the covenants contained herein and/or in the Deed of Conveyance, shall run with the said Unit/Designated Apartment and/or subsequent transfer. The person(s) to whom the Allottee/Purchaser(s) may transfer/ alienate the said Unit/Designated Apartment, shall enter into a Deed of Adherence for being bound by the same terms, conditions, covenants, stipulations, undertakings and obligations as

applicable to the Allottee/Purchaser(s) by law and/or by virtue of this Deed of Conveyance.

- i) All the dues including outstanding amounts, interest, Maintenance Charges, electricity charges and other taxes etc. relating to the said Unit/Designated Apartment payable to the Promoter or the Maintenance Agency/ Association and the Municipal Corporation will be paid by the Allottee/ Purchaser(s) in full prior to the proposed transfer/alienation by the Allottee/Purchasers. Such dues, if any, shall in any event, run with such proposed transfer.
- j) At or before entering into these presents the Allottee/ Purchaser(s) has made itself/herself/himself aware that the said Unit/Designated Apartment is a part of the residential cum commercial complex of the said new building and the Allottee/Purchaser agree to maintain the decency of the said NEW BUILDING and shall not do any act deed or thing nor permit any act deed or thing to be done which is likely to adversely affect the decency of the said residential cum commercial complex.

VI. AND THE ALLOTTEE/PURCHASER(S) DO HEREBY FURTHER AGREE AND COVENANT WITH THE OWNER/VENDOR AND PROMOTER AND EACH ONE OF THEM RESPECTIVELY as follows:-

- i) The Allottee/Purchasers has gone through a COMPLEX MANAGEMENT with the Promoter and hereby agrees and undertakes to abide by all the rules and regulations as laid down in the said Agreement.
- ii) The Allottee/Purchasers shall be liable to pay proportionate monthly common expenses and corporation taxes from the expiry of the period of notice of possession as mentioned above. In the event of the Allottee/Purchaser not taking over possession of the said Unit/Designated Apartment within the time as mentioned in the said notice, the Allottee/ Purchasers shall become liable, with effect from the date of expiry of the period of such notice, to pay proportionate common expenses, and also a fine/guarding charge per month up to the date of actual physical possession by the Allottee/Purchasers herein. However, the Promoter at its

discretion can provide a maximum relief of six months from levy of the guarding charges if there is sufficient genuine reason for the delay on the Allottee/Purchasers' part.

- iii) Subject to the entitlement of the Promoter the Allottee/Purchasers(s) hereby records his/their consent that the Vendor/Promoter shall be entitled to all future vertical and horizontal exploitation of the Buildings and/or the Premises by way of additional/further construction or otherwise on any part of the Land comprised in the Premises and/or raising of any additional floors/stories/construction over the roofs of the buildings and shall at their absolute discretion be entitled to make from time to time additions or alterations to the building and/or the Common Portions and shall be entitled to deal with and dispose of any or all of the above in any manner whatsoever. The Allottee/Purchasers shall not be entitled to raise any objection, hindrance or claim in respect of the same. The Allottee/Purchaser(s) hereby grant his/her/their consent to obtain modification and/or renewal of the sanction Building Plan.

SCHEDULE 'A' ABOVE REFERRED TO:

1. **SAID APARTMENT: ALL THAT** the Residential Apartment/Showroom being Unit No. _____ containing a carpet area of _____' Square Feet more or less total built-up area of Unit of _____' Square Feet **and _____ Sq.ft. Super built up area** more or less on the _____ floor of the Tower/**Block-_____** of the Project at the said land.
2. **PARKING : ALL THAT** right to park One medium sized motor car at such place in the Covered area (**Parking no.....**) of the building as delineated in the Master Plan annexed hereto and boarded RED as Schedule "B-1".
- 2.1. **OPEN TERRACE** : Included
3. **SERVANT QUARTER** : Included
4. **SAID LAND :**

PART - I

(The details of the land on part of which the building will be constructed)

ALL THAT the piece and parcel of land together with the various structures standing thereon containing an area by physical measurement 5675 square feet but as per title deeds an area of approx 6 Cottahs 10 Chittacks 39 Sq.ft. of lands within the four side boundary wall lying and situate in Mouza - MADURDAH (Madurdaha), C.S. Dag No. 448 and 450, R.S. Dag No. 445 & 457, under Khatian No. 189 & 46, P. S. - Kasba, District - South 24 - Paraganas, Municipal Premises No. 622, Madurdaha, Kolkata - 700 107, within Ward No. 108 of the Kolkata Municipal Corporation and it is butted and bounded in the following manner:

ON THE NORTH :

ON THE SOUTH :

ON THE WEST :

ON THE EAST :

Thus Total Land Area of this Project is _____ square feet as above.

THE SECOND SCHEDULE ABOVE REFERRED TO

5. **DESIGNATED APARTMENT/UNIT : ALL THAT** the Apartment/Unit being Space No.containing a carpet area of Square Feet more or less (a total Super built-up area isSquare Feet more or less on the floor of the Building together with proportionate undivided share in the land

below and beneath the Building in which the Unit is situated of the Project at the said land mention in the **FIRST SCHEDULE**.

6. **PARKING** :

THE THIRD SCHEDULE ABOVE REFERRED TO

(Floor Plan of the Apartment)

ATTACHED

THE FOURTH SCHEDULE ABOVE REFERRED TO:

**Specification Amenities Common Areas and Installations
(which are part of the Project)**

1. **Common Portions**

1.1 (Common Areas and installations in respect whereof only right of use in common shall be granted)

- a) The foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways.
- b) Drains and sewers from the premises to the Municipal Duct.
- c) Water sewerage and drainage connection pipes from the Apartments to drains and sewers common to the premises.
- d) Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
- e) The durwans & maintenance staff rest room with electrical wiring switches and points fittings and fixtures.
- f) Boundary walls of the premises including outer side of the walls of the building and main gates.
- g) Fire pump and motor with installation.
- h) Tube well water pump overhead tanks and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.

- i) Transformer if applicable electrical wiring meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those as are installed for any particular Apartment) and spaces required therefore.
- j) Windows/doors/grills and other fittings of the common area of the premises.
- k) Generator its installations and its allied accessories.
- l) Lifts and their accessories installations and spaces required therefore.
- m) Such other common parts areas equipments installations fixtures and fittings covered and open space in or about the said Premises and/or the building as are necessary for passage to or use and occupancy of the Apartments as are necessary.

1.2 Common Amenities

A.
B.

THE FIFTH SCHEDEULE ABOVE REFERRED TO

(Easements, Quasi-easement and Privileges Reserved)

The under mentioned rights easements and quasi-easements privileges and appurtenances shall be reserved for the Vendor and Promoter and/or the Maintenance Association.

1. The right to use the common passage (excluding open Car Parking Space) for free ingress to and egress from Road.
2. The right of passage in common with the Allottee/Purchaser(s) and other person or persons as aforesaid of electricity, water and soil from and to any part other than the said Space/Unit or parts or the said building through pipes, drains, wires conduits, lying or being in under through or over the said Unit/Space so far as may be reasonably necessary for the beneficial use and occupation of the other part or portions of the said building for all purpose whatsoever.

3. The right of protection for other portion or portions of the said constructed building by all parts of the said Space/Unit as far as they now protect become vested which shall not be disturbed by the Allottee/Purchasers/s by means of structural alterations to the said Space/Unit or otherwise in any manner to lesson or diminish the support at present enjoyed by other part or parts of the said building.
4. The right by the Vendor, Promoter and/or occupier or occupiers of any the part or parts of the building for the purpose of ingress and egress including the front entrances, staircase electrical installations open and covered space and other common passages or paths of the said building.
5. The right of Vendor, Promoter with or without workmen and necessary materials to enter from time to time upon the said Space/Unit for the purpose of repairing so far as may be necessary for such pipes, sanitation, drains wires, cables walls, roofs and conduits lights as aforesaid **PROVIDED ALWAYS** the Vendor, Promoter and other person or persons shall give to the Allottee/ Purchaser/s twenty-four hours prior notice in writing of their intention for such entry as aforesaid.

THE SIXTH SCHEDULE ABOVE REFERRED TO

(Covenants and Restrictions)

1. Not to physically sub-divide the said Space/Unit.
2. Not to do any act, deed or thing or obstruct the construction and completion of the said building in any manner whatsoever notwithstanding any temporary obstruction in the Allottee/ Purchaser's enjoyment of the said Unit/Apartment/Space.
3. Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said Unit/Space or in the compound or any portion of the said building excepting in the spaces for garbage to be provided in the ground floor of the said building.

4. Not to store or bring and allow to be stored and brought in the said Unit/Apartment/Space or in and around the staircase, lobby, landings or other common areas or installations of the Building any goods articles or things including goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the said building or any portion of any fittings or fixtures thereof including windows, doors, floors, etc. in any manner.
5. Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the constructions of the said building or any part thereof.
6. Not to fix or install air-conditioners in the said Unit/Apartment/Space save and except at the places which have been provided in the said Unit/Apartment/Space for such installation.
7. Not to do or cause anything to be done in or around the said Unit/Apartment/Space which may cause or intend to cause or tantamount to cause or affect any damage to any flooring or ceiling of the said Unit/Apartment/Space or adjacent to the said Unit/Apartment/Space or in any manner interfere with the use and right and enjoyment of any open passage or amenities available for common use.
8. Not to damage or demolish or cause to be damaged or demolished the said Unit/Apartment/Space or the fittings and fixtures thereto or any part thereof at any time.
9. Not to close or permit the closing the verandahs or lounges or balconies and lobbies and common parts and portions and also not to alter or permit any alteration in the elevation and outside color scheme of the exposed walls of the verandahs, lounges or any external walls or the facade of external doors and window, including grill or grill box or hedge or cover or any other apparatus attach outside the exterior of the said Unit/Apartment/Space which in the opinion of the Promoter may affect the elevation in respect of the exterior walls of the said new building.

10. Not to do nor permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Unit/Apartment/Space or any part of the said building or cause increased premium to be payable in respect thereof if the said building is insured.
11. Not to make in the said Unit/Apartment/Space structural addition and/or alteration such as beams, columns, partition walls, etc. except with the prior approval in writing of the Vendor and/or Promoter with the sanction of the concerned authorities.
12. Not to commit or permit to be committed any alteration or charges in pipes, conduits, cables and other fixtures and fittings surviving the other flats in the building.
13. The Allottee/Purchaser/s shall not fix or install any antenna on the roof or terrace of the said building.
14. Not to use the said Unit/Apartment/Space or permit the same to be used for any purposes whatsoever other than commercial purposes and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owners and occupiers of the neighboring premises or for any illegal or immoral purposes or as a Board House, Guest House, Club House, Nursing Home, Amusement or entertainment Centre, Eating or catering place, Dispensary or a meeting place or for any industrial activities whatsoever and similarly shall not keep in the parking space anything other than private motor car or motor cycle and shall not raise or put up any kutch or pucca construction thereon or on any part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles of the car parking space shall not be allowed.
15. Not to let out or part with possession of the parking space if so agreed to be acquired by the Allottee/Purchasers, independent of the said Space/Unit/Apartment and not to use the parking space

or permit the same to be used for any purpose whatsoever other than parking car.

16. Not to park any car on the pathway or open spaces of the said building or at any other place except the space allocated to him, if any.
17. Not to park cars either in the Car parking Spaces or in any other places in such way to obstruct the movement of other cars.
18. No name writing, letter box, drawing sign board plate neo-sign board or placard of any kind shall be put on in any window on the exterior of the said Unit/Apartment or on the outside wall of the Buildings so as to be visible from outside the said Unit/Space/Apartment. Save at the place as be approved or provided by the Promoter. Provided however nothing contained herein shall prevent the Allottee/Purchasers to put a decent name plate on the outface of the main door of the said Unit/Apartment/Space.
19. No cloths or other articles shall be hung or exposed outside the said Unit/Apartment/Space nor there be any exhibition of ugly or objectionable articles that might be visible from outside. No mat or any other articles shall be taken out of the windows of the said Unit/Apartment/Space. In the event of such cloths, articles or things being hung or exposed the Promoter/Maintenance Agency shall have right to pull out or remove such clothes, articles and things and all costs, charges and expenses incurred in respect thereof shall be paid borne and discharged by the Allottee/Purchaser/s.
20. No animals or pets which may cause annoyance to any other owner/occupiers of the other Space/Unit in the said building shall be kept in the said Unit/Apartment/Space.
21. The Project contains open and covered parking spaces ("Car Parking Areas"). In addition, the Project also contain open spaces which are not forming part of the amenities and facilities mentioned in FOURTH SCHEDULE 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. The Allottee 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.

22. The Promoter duly explain and Allottee understand that as per law the extra F.A.R. is permissible apart from sanction plan and the allottee hereby grant consent and appoint the promoter as his/her/its authorized attorney to grant and sign all the paper and documents which may be necessary to obtain, modified or renewed Building Sanction Plan with extra available F.A.R. or comply with Green Building or other norms and authorized the promoter to make additional floors/addition or alteration in the Project with change in location of size and place of the Lawn, Car Parking Space and amenities provided however, the carpet area of that Designated Apartment/Unit allotted to the allottee will remain unchanged. The allotted also aware that the building is still under construction and it will take some time to complete the same and the Allotted consent the same and agree not to obstruct or raise any objection.
23. The Allottee 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 Provided that the Promoter shall make any such additional construction upon obtaining approval of plans by Burdwan Municipal Corporation.
24. Upon construction of the Buildings the Promoter shall finally identify and demarcate portions of the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for common use and also such areas.
25. In case of any amount (including maintenance charges) being due and payable by the Allottee to the Promoter and/or the Maintenance In-Charge, the Allottee shall not be entitled to let

out, transfer or part with possession of the said Unit/Apartment till the time the same are fully paid and No Dues Certificate is obtained from the Promoter and/or the Maintenance In-Charge, as applicable.

26. The Promoter shall have the right to grant to any person the exclusive right to park motor cars and/or other vehicles in or at the parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the buildings at the said Premises and also the covered spaces in the Buildings (including car parking spaces but not the one expressly provided for to the Allottee under this Agreement) in such manner as the Promoter shall in its absolute discretion think fit and proper.
27. The Owner/Promoter would convey proportionate undivided indivisible share in the Common Areas in favour of the Allottee and if the laws for the time being in force otherwise requires such sale to be carried out in favour of the Association, then such sale shall be carried out in favour of the Association, to which the Allottee hereby agrees.
28. Save the said Unit/Apartment the Allottee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other Spaces and spaces or constructed areas or car parking spaces at the said Premises and the Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Promoter in its absolute discretion shall think fit and proper and the Allottee hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Promoter and/or the Owner exclusively.

The Promoter may in its absolute discretion shall also be absolutely entitled to enter into any agreement or arrangement with the owners/occupiers of any other property adjoining / contiguous to the said Premises thereby allowing/permitting them, temporarily or permanently, the right of user and

enjoyment of the Common Areas Installations and Facilities in the said Premises in lieu/exchange of such owners/occupiers of the such adjoining/contiguous property granting similar right of user and enjoyment to the Space-owners/occupiers of the said Premises of the Common Areas Installations and Facilities comprised in such adjoining/contiguous property.

29. The ownership and enjoyment of the Designated Apartment by the Allottee shall be Subject to the observance, fulfillment and performance of the terms and conditions of the Agreement as also the House Rules as stipulated hereto.
30. The Allottee shall be and remain responsible for and indemnify the Owner and the Promoter and the Maintenance In-charge against all damages costs claims demands and proceedings occasioned to the said Premises or any other part of the New Building/s or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Owner and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Owner and the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee 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 Allottee.
31. In case any mechanical parking system is installed at any place in the said Premises, the same shall be managed maintained and upkept by and at the costs and expenses of the allottee thereof.

THE SEVENTH SCHEDULE ABOVE REFERRED TO
(The Common Expenses)

1. The expenses of maintaining repairing, re-decorating etc. of the building gutters and rain water pipes of the building, tube well, if any water pipes sanitary pipes gas pipes and electric pipes wires and installations including T.V. Antenna in under or upon the building and enjoyed or used by the Purchaser/s in common with the Vendors and other occupiers/owners and the main entrances

passages landings and staircases of the building as enjoyed by the Purchaser/s or used by the Purchaser/s in common as aforesaid and the boundary walls of the premises and its compounds etc.

2. The costs of cleaning and lighting the passages landings, staircases and other parts of the building as enjoyed or used by the Purchaser/s in common as aforesaid.
3. The costs of decorating the exterior of the building.
4. The costs of the salaries of caretakers, clerks, bills, collectors, chowkidar, sweepers, Mallis, Mistries etc.
5. The costs of working and maintenance of lights, generator and common lights.
6. The costs of working and maintenance of pump, tube-well equipments, intercoms installations, gas installations, T.V. Antenna etc.
7. Municipal and other taxes and/or outgoings.
8. Insurance of the said building and installations like lift, pump, tube-well against all types of risks.
9. Capital or recurring expenditure for replacement of all or any item comprised in the general common parts and portion and common facilities.
10. Capital or recurring expenditure of replacement and/or repair of such common utilities such as overhead tank, tube-well, pump motor and other equipments whatsoever which are or may be installed or situated in any portion of the said building.
11. Such other expenses as are deemed necessary for and incidental for the maintenance and up-keep of the said building and/or the common parts and portions.
12. The Purchaser/s will pay the maintenance charges on the area as mentioned in the Indenture together with proportionate

maintenance charges for common areas with effect from the date of issue of Notice of possession letter in favour of the Purchaser/s and the bill for maintenance charges for each and every month shall be paid by the Purchaser/s without making any objection in respect thereof.

THE EIGHTH SCHEDULE ABOVE REFERRED TO
(Devolution of Title)

A. By a Deed of Conveyance dated 3.10.1980 made by and between (1) Smt. Uma Das, daughter of Sri Satish Chandra Das, (2) Sri Paban Kumar Das, son of Sri Satish Chandra Das and (3) Sri Jogendra Nath Mondal, son of Sri Upendra Nath Mondal, therein collectively referred to as the Vendors of the One Part and Smt. Anima Basu, wife of Sri Bishnupada Bose, therein referred to as the Purchaser of the Other Part and registered at the office of the Sub – Registrar of Alipore, in Book No. I, Volume No. 264, Pages 109 to 115, Being No. 8108, for the year 1980, the Vendor therein for the Consideration and on the terms and condition as mentioned therein duly sold and conveyed to the Purchaser therein ALL THAT piece and parcel of land inter alia as follows:-

- (a) Land measuring about 4 Cottahs 10 Chittacks 23 Sq.ft. out of 2 Bighas all situated at C. S. Khatian No. 133, R.S. Khatian No.189, C.S. Dag No. 448, R.S. Dag No. 455, Touzi No. 2998, J.L. No. 12, Resa 212, Mouza – Madurdaha, P.S. Kasba, Jadavpur, presently P.S.-Tiljala, District 24 Parganas (South) also under the limit of Kolkata Municipal Corporation morefully and particularly described in First Schedule mentioned herein.
- (b) Land measuring about 2 Cottahs 16 Sq.ft. out of 1 Bigha 9 Cottahs of land, all situated at C. S. Khatian No. 59, R.S. Khatian No.46 comprising of C.S. Dag No. 455, R.S. Dag No. 457 to the Collector of 24 Parganas under Collectorates Touzi No. 2998, Resa No. 212, J.L. No. 12, Mouza- Madurdaha, P.S. Kasba, District 24 Parganas (South).

B. Thus the said Smt. Anima Basu alone hereinafter became the absolute Owner of all that the said lands lying in Mouza-MADURDAH (Madurdaha), Kolkata - 700 107, morefully described in the First

Schedule hereunder written and hereinafter referred to as the said premises.

C. The said Smt. Anima Basu died intestate on 21.10.2001 leaving behind (1) Sri Partha Basu, (2) Sri Siddhartha Bose, (3) Smt. Kasturi Basu and (4) Sri Soumitra Basu as her only legal heirs who became the joint co-owners in respect to the said premises.

D. By a registered deed of Conveyance made on 12.03.2016 made by and between Partha Basu, Sidharth Bose and Soumitra Basu, therein collectively referred to as the Vendors of the One Part and Companion Traders Private Limited & Others therein collectively referred to as the Purchasers of the Other Part and registered at the office of Additional Registrar of Assurance I, Kolkata in Book No. I, Volume No. 1901-2016, Pages No. 87328 to 87391, Being No. 190102512 for the year 2016, the Vendor therein sold and conveyed to the Purchasers therein on the terms & conditions as mention therein ALL THAT the piece and parcel of land having an area a 2 Cottahs 16 Sq.ft. (including 100 sq. ft. structure tiles roof) being demarcated as Plot No. 7, situated in C. S. Dag No. 455, R.S. Dag No. 457, C.S. Khatian No. 59, R.S. Khatian No. 46, Mouza – MADURDAH (Madurdaha), District 24 Parganas (South), P.S. – Tiljala, Touzi No. 2998, Re Sa – 212, J. L. No. 12, Mouza – MADURDAH (Madhurdaha) within Ward No. 108 of Kolkata Municipal Corporation.

E. By a registered Deed of Conveyance dated 12.03.2016 made by and between Partha Basu, Sidharth Bose and Soumitra Basu, therein collectively referred to as the Vendors of the One Part and Companion Traders Private Limited & Others therein collectively referred to as the Purchasers of the Other Part and registered at the office of Additional Registrar of Assurance I, Kolkata in Book No. I, Volume No. 1901-2016, Pages No. 96267 to 96331, Being No. 190102749 for the year 2016, the Vendor therein duly sold and conveyed to the Purchasers therein ALL THAT the piece and parcel of land having an area of 4 Cottahs 10 Chittacks and 23 Sq.ft. (including 100 sq. ft. structure tiles roof) being demarcated as Plot No. 7, situated at Mouza – MADURDAH (Madurdaha), C. S. Dag No. 448, R.S. Dag No. 455, C.S. Khatian No. 133, R.S. Khatian No. 189, District : 24 Parganas (South), P. S. Tiljala, Touzi No. 2998, Re Sa No. 212, J.L. No. 12 Mouza – MADURDAH (Madurdaha) within the Ward No.108, of Kolkata Municipal Corporation.

F. By virtue of the aforesaid 2 Deed of Conveyances the said thirty companies being the Owners herein became the owners of the ALL THAT the piece and parcel of land measuring an area of 6 Cottahs 10 Chittacks and 39 Sq.ft. land more fully and particularly described the First Schedule hereinabove written and hereinafter referred to as the said premises.

G. The Owners duly got the sanction of Building Plan being Building Permit No. 2025120273 dated 11th October, 2025 from the Kolkata Municipal Corporation.

H. By a Development Agreement dated 7th November, 2025 made by and between (1) COMPANION TRADERS PRIVATE LIMITED, (2) COMPASS VINIMAY PRIVATE LIMITED (3) BRIGHTEX MERCHANTS PRIVATE LIMITED (4) CITILINE VYAPAAR PRIVATE LIMITED (5) APURVA COMMO TRADE PRIVATE LIMITED (6) ANJANI MARKETING PRIVATE LIMITED, (7) AJANTA DEALERS PRIVATE LIMITED (8) KUSUM AGENTS PRIVATE LIMITED (9) LAXMI TRADECON PRIVATE LIMITED, (10) MILESTONE DISTRIBUTORS PRIVATE LIMITED (11) NEPTUNE DEALERS PRIVATE LIMITED (12) NUTSHELL MARKETING PRIVATE LIMITED (13) ORACLE COMMERCE PRIVATE LIMITED, (14) PURBASHA MERCHANTS PRIVATE LIMITED, (15) GENTEX COMMERCE PRIVATE LIMITED, (16) JETAGE VINIMAY PRIVATE LIMITED, (17) SYMPHONY COMMODITIES PRIVATE LIMITED, (18) SOLIDEX VINIMAY PRIVATE LIMITED, (19) FRONTRADE VINIMAY PRIVATE LIMITED, (20) GOODWIN SALES AGENCY PRIVATE LIMITED, (21) GOODWILL VINIMAY PRIVATE LIMITED, (22) FINETRADE SALES AGENCIES PRIVATE LIMITED, (23) GENTEX TRADING PRIVATE LIMITED, (24) INTEGRAL VINIMAY PRIVATE LIMITED, (25) DIGNITY TRADERS PRIVATE LIMITED, (26) GAINWELL SUPPLIERS PRIVATE LIMITED, (27) ULEKH SALES AGENCY PRIVATE LIMITED, (28) S. N. TOWERS PRIVATE LIMITED, (29) NATURAL TOWERS PRIVATE LIMITED, (30) LORD SINHA DEVELOPERS PRIVATE LIMITED, therein collectively referred to as the Owners and **ACQUET TRADING PRIVATE LTD.** therein referred to as the **DEVELOPER**, duly registered in the Office of the Additional Registrar of Assurance – IV, Kolkata in Book No. I, Volume No. 1904.-2025, Pages No. 696908 to 696961. having Being No 190416037 of year 2025, in respect to **ALL THAT** the piece and parcel of containing an area by physical measurement 5675 square feet but as per title deeds an area of approx 6 Cottahs 10 Chittacks 39

Sq.ft. of lands within the four side boundary wall lying and situate in Mouza – MADURDAH (Madurdaha), C.S. Dag No. 448 and 450, R.S. Dag No. 445 & 457, under Khatian No. 189 & 46, P. S. – Kasba, District – South 24 – Paraganas, Municipal Premises No. 622, Madurdaha, Kolkata – 700 107, within Ward No. 108 of the Kolkata Municipal Corporation. Present.

I. The Owners have delegated the power to the Promoter, which are duly executed and registered on 18/11/2025 before Additional Registrar of Assurance IV, Kolkata in Book No. I, Volume No. 1904-2025, Pages-719128 to 719162 having Being No 190416528 for the year 2025.

THE NINETH SCHEDULE ABOVE REFERRED TO
(HOUSE RULES)

HOUSE RULES: The Allottee binds himself and covenants to abide by the rules, regulations and restrictions (“House Rules”) for the proper management and maintenance of the said Building Complex and agree to abide by themselves. The Allottee gone through the Rules and the same may be treated as part of this deed.

IN WITNESS WHEREOF the parties hereto have set and subscribed their hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED
by the **VENDORS/OWNERS** in the
presence of:

SIGNED SEALED AND DELIVERED by the
DEVELOPER/PROMOTER in present of :

SIGNED SEALED AND DELIVERED
by the **ALLOTTEE(S)/PURCHASER(S)**
in present of :

As per Xerox copy of the document
supplied by the parties and believing
upon the documents and as per
instruction of Allottee/Purchaser(s)
the document have been drafted and
prepared at my Office.

Awani Kumar Roy

Advocate

WB/1927/1978
High Court Calcutta.

MEMO

RECEIVED of and from the within named Allottee(s)/Purchaser(s) the within mentioned sum of **Rs./-** (Rupees only being the full consideration money as per memo below :- **Rs./-**

MEMO OF CONSIDERATION

By Various Cheques **Rs./-**

Rs./-
=====

(Rupees only

WITNESSES:

1.

2.

DAY OF

, 2025

BETWEEN

COMPANION TRADERS PRIVATE LIMITED & ORS.

....***VENDORS/OWNERS***

AND

ACQUET TRADING PRIVATE LTD

..... DEVELOPER/PROMOTER

AND

.....**ALLOTTEE(S) / PURCHASER(S)**

Unit/Apartment No.

..... Floor

INDENTURE

AWANI KUMAR ROY,

Advocate

10, Kiron Shankar Roy Road,
Kolkata -700 001.