

**DEED OF CONVEYANCE**

**THIS INDENTURE** is made on this \_\_\_ day of \_\_\_\_\_ 2023.

**BETWEEN**

A handwritten signature in black ink, appearing to read "Lynn Boyd", is written in a cursive style to the right of the word "BETWEEN".

**1. ASHA JAIN (PAN ACRPJ7142H, AADHAAR NO.872764390982)**, wife of Sarvesh Kumar Jain, by Faith Hindu, by Nationality Indian, by Occupation Others, residing at 227/1A, A. J. C. Bose Road, Post Office L.R. Sarani, Police Station Ballygunge, Kolkata 700020, **2. SUMAN JAIN (PAN AESPJ0120Q, AADHAAR NO.727299794215)**, wife of Dinesh Kumar Jain, by Faith Hindu, by Nationality Indian, by Occupation Others, residing at Gardenia Homes, Flat 4B, 227/1A, A. J. C. Bose Road, Post Office L.R. Sarani, Police Station Ballygunge, Kolkata 700020, **3. AMAN JAIN (PAN AUQPJ5335H, AADHAAR NO.349775208064)**, son of Akhilesh Kumar Jain, by Faith Hindu, by Nationality Indian, by Occupation Others, residing at Gardenia Homes, Flat 7b, 227/1A, A. J. C. Bose Road, Post Office L.R. Sarani, Police Station Ballygunge, Kolkata 700020, **4. MADHU JAIN (PAN ACRPJ7143G, AADHAAR NO.494170414626)**, wife of Akhilesh Kumar Jain, by Faith Hindu, by Nationality Indian, by Occupation Others, residing at Gardenia Homes, Flat 7b, 227/1A, A. J. C. Bose Road, Post Office L.R. Sarani, Police Station Ballygunge, Kolkata 700020, **5. AKHILESH KUMAR JAIN (PAN ACHPJ8196K, AADHAAR NO.203902538802)**, son of Milap Chand Jain, by Faith Hindu, by Nationality Indian, by Occupation Business, residing at Gardenia Homes, Flat 7B, 227/1A, AJC Bose Road, Post Office L.R. Sarani, Police Station Ballygunge, Kolkata 700020, **6. VAIBHAV JAIN (PAN AMRPJ7434Q, AADHAAR NO.824936029806)**, son of Dinesh Kumar Jain, by Faith Hindu, by Nationality Indian, by Occupation Business, residing at Gardenia Homes, Flat 4B, 227/1A, AJC Bose Road, Circus Avenue, Post Office L.R. Sarani, Police Station Ballygunge, Kolkata 700020, **7. KISOR KUMAR NADHANI (PAN ACUPN9938Q, AADHAAR NO.692538858428)**, son of Rewat Ram Nadhani, by Faith Hindu, by Nationality Indian, by Occupation Business, residing at Urbana, Tower-2, Flat No.4201, 783 Anandapur, Post Office East Kolkata Township, Police Station Anandapur, Kolkata 700107, **8. USHA NADHANI (PAN ABEPN2556P, AADHAAR NO.780259639493)**, wife of Kisor Kumar Nadhani, by Faith Hindu, by Nationality Indian, by Occupation Business, residing at Urbana, Tower-2, Flat No.4201, 783 Anandapur, Post Office East Kolkata Township, Police Station Anandapur, Kolkata 700107, **9. DEEPIKA JAIN (PAN AJBPJ1347F, AADHAAR NO. 910481308613)**, wife of Abhishek Jain, by Faith Hindu, by Nationality Indian, by Occupation Others, residing at 62/7, Ballygunge Circular Road, Post Office & Police Station Ballygunge, Kolkata 700019, **10. ABHISHEKH JAIN (PAN AFRPJ2840P, AADHAAR NO. 358306269955)**, son of Subhash Chand Barjatya, by Faith Hindu, by Nationality Indian, by Occupation Business, residing at 62/7, Ballygunge Circular Road, Post Office and Police Station Ballygunge, Kolkata 700019, **11. SARITA JAIN (PAN ACBPJ0073F, AADHAAR NO. 547023946138)**, wife of Subhash Chand Barjatya, by Faith Hindu, by Nationality Indian, by

Occupation Others, residing at 62/7, Ballygunge Circular Road, Post Office and Police Station Ballygunge, Kolkata 700019, **12. SUBHASH CHAND BARJATYA (PAN AECPB9649A, AADHAAR NO. 508748987579)**, son of Hiralall Barjatya, by Faith Hindu, by Nationality Indian, by Occupation Business, residing at 62/7, Ballygunge Circular Road, Post Office and Police Station Ballygunge, Kolkata 700019, **13. RAJNNI JAIN (PAN AYGPS0176D, AADHAAR NO. 737839737857)**, wife of Mayyank Jain, by Faith Hindu, by Nationality Indian, by Occupation Others, residing at 62/7, Ballygunge Circular Road, Flat No.3CD, Post Office and Police Station Ballygunge, Kolkata 700019, **14. MAYYANK JAIN (PAN ADUPJ8403H, AADHAAR NO.785535594933)**, son of Subhash Chand Barjatya, by Faith Hindu, by Nationality Indian, by Occupation Business, residing at 62/7, Ballygunge Circular Road, Flat No.3CD, Post Office and Police Station Ballygunge, Kolkata 700019, **15. SHIV RATAN KARNANI (PAN AEHPK5849N, AADHAAR NO.747695789456)**, son of Late Suraj Mal Karnani, by Faith Hindu, by Nationality Indian, by Occupation Business, residing at Jasmine, 4A, New Alipore Residency, 45A, Buroshibtalla Main Road, Post Office Shahpur, Police Station Behala, Kolkata 700038, **16. EDAM INFRAESTATE LLP**, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having LLPIN AAN-5484, and **PAN AAHFE3861E**, having its registered office at 122/1R, Satyendra Nath Majumder Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata – 700026, **17. EDAM INFRATECH LLP**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having LLP IN. AAN-7797 and **PAN AAHFE4633L**, having its registered office at 122/1R, Satyendra Nath Majumder Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata – 700026, **18. EPISTLE PROPERTIES LLP**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having LLP IN. AAN-5488 and **PAN AAHFE4136E**, having its registered office at 122/1R, Satyendra Nath Majumder Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata – 700026, **19. IBEX ESTATES LLP**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having LLP IN. AAN-4608 and **PAN AAHFI2975D**, having its registered office at 122/1R, Satyendra Nath Majumder Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata – 700026, **20. IBEX INFRATECH LLP**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having LLP IN. AAN-6436 and **PAN AAHFI3578G**, having its registered office at 122/1R, Satyendra Nath Majumder Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata – 700026, **21. IBEX GARDEN LLP**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having LLP IN. AAN-6230 and **PAN AAHFI3579H**, having its registered office at 122/1R, Satyendra Nath Majumder

Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata – 700026, **22. WHIPPET BUILDERS LLP**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having LLP IN. AAN-4646 and **PAN AADFW0332N**, having its registered office at 122/1R, Satyendra Nath Majumder Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata – 700026, **23. EPISTLE BUILDERS LLP**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having LLP IN. AAN-6761 and **PAN AAHFE4634P**, having its registered office at 122/1R, Satyendra Nath Majumder Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata – 700026, **24. IBEX HOUSING LLP**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having LLP IN. AAN-4585 and **PAN AAHFI2974C**, having its registered office at 122/1R, Satyendra Nath Majumder Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata – 700026, **25. IDIKA INFRA LLP**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having LLP IN. AAN-5333 and **PAN AAHFI3167K**, having its registered office at 122/1R, Satyendra Nath Majumder Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata – 700026, **26. IDIKA TOWER LLP**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having LLP IN. AAN-5489 and **PAN AAHFI3222R**, having its registered office at 122/1R, Satyendra Nath Majumder Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata – 700026, **27. IDIKA BUILDCON LLP**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having LLP IN. AAN-4999 and **PAN AAHFI3431L**, having its registered office at 122/1R, Satyendra Nath Majumder Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata – 700026, **28. IDIKA DEVELOPERS LLP**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having LLP IN. AAN-4918 and **PAN AAHFI3045C**, having its registered office at 122/1R, Satyendra Nath Majumder Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata – 700026, **29. WAMIKA COMPLEX LLP**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having LLP IN. AAN-4835 and **PAN AADFW0371P**, having its registered office at 122/1R, Satyendra Nath Majumder Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata – 700026, **30. WAMIKA BUILDERS LLP**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having LLP IN. AAN-4896 and **PAN AADFW0372Q**, having its registered office at 122/1R, Satyendra Nath Majumder Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata – 700026, **31. WAMIKA ENCLAVE LLP**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having LLP IN. AAN-5299 and **PAN AADFW0443J**, having its registered office at 122/1R, Satyendra Nath Majumder Sarani,

Post Office Kalighat, Police Station Tollygunge, Kolkata – 700026, **32. WAMIKA INFRAPROJECTS LLP**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having LLP IN. AAN-4919 and **PAN AADFW0373R**, having its registered office at 122/1R, Satyendra Nath Majumder Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata – 700026, **33. WAMIKA TOWER LLP**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having LLP IN. AAN-5306 and **PAN AADFW0444R**, having its registered office at 122/1R, Satyendra Nath Majumder Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata – 700026, **34. YOGADHIPA HIGHRISE LLP**, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having LLPIN AAM-9587 and **PAN AACFY2326H**, having its registered office at 4A, Clive Row, Room No. 411, Post Office Kolkata GPO, Police Station Hare Street, Kolkata – 700 001, **35. IBEX PROPERTIES LLP**, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having LLPIN AAM-3276 and **PAN AAHFI1783P**, having its registered office at 4A, Clive Row, Room No. 411, Post Office Kolkata GPO, Police Station Hare Street, Kolkata – 700 001, **36. IDIKA CONSTRUCTION LLP**, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having LLPIN AAM-3254 and **PAN AAHFI1804K**, having its registered office at 4A, Clive Row, Room No. 411, Post Office Kolkata GPO, Police Station Hare Street, Kolkata – 700 001, **37. WAMIKA BUILDCON LLP**, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having LLPIN AAM-3253 and **PAN AACFW9704B**, having its registered office at 4A, Clive Row, Room No. 411, Post Office Kolkata GPO, Police Station Hare Street, Kolkata – 700 001, **38. VERMINEY PROMOTERS PRIVATE LIMITED**, a Private Limited Company incorporated under the Companies Act, 1956, having CIN. U70109WB2018PTC227978 and **PAN AAGCV5891B**, having its registered office at 122/1R, Satyendra Nath Majumder Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata – 700026, **39. SUNDHUJA BUILDERS PRIVATE LIMITED**, a Private Limited Company incorporated under the Companies Act, 1956, having CIN. U70109WB2018PTC228018 and **PAN ABACS9119C**, having its registered office at 122/1R, Satyendra Nath Majumder Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata – 700026, **40. EPISTLE PROJECTS PRIVATE LIMITED**, a company existing under the provisions of the Companies Act, 2013, having CIN U45400WB2012PTC174732, and **PAN AACCE9758J**, having its registered office at 5A, Nandalal Jew Road, Police Station Tollygunge & Post Office Sarat Bose Road, Kolkata – 700026, **41. EPISTLE INFRATECH PRIVATE LIMITED**, a company existing under the provisions of the Companies Act, 2013, having CIN

U45400WB2012PTC174770, and **PAN AACCE9754E**, having its registered office at 5A, Nandalal Jew Road, Police Station Tollygunge & Post Office Sarat Bose Road, Kolkata – 700026, **42. KATHAKUNJ BUILTECH PRIVATE LIMITED**, a company existing under the provisions of the Companies Act, 2013, having CIN U70102WB2012PTC189203, and **PAN AAFCK0131L**, having its registered office at 5A, Nandalal Jew Road, Police Station Tollygunge & Post Office Sarat Bose Road, Kolkata – 700026, **43. IBHANAN INFRASTRUCTURE PRIVATE LIMITED**, a company existing under the provisions of the Companies Act, 2013, having CIN U45400WB2012PTC189288, and **PAN AADCI1146B**, having its registered office at 5A, Nandalal Jew Road, Police Station Tollygunge & Post Office Sarat Bose Road, Kolkata – 700026, **44. IBHANAN HOUSING PRIVATE LIMITED**, a company existing under the provisions of the Companies Act, 2013, having CIN U45400WB2012PTC189289, and **PAN AADCI1147A**, having its registered office at 5A, Nandalal Jew Road, Police Station Tollygunge & Post Office Sarat Bose Road, Kolkata – 700026, **45. KATHAKUNJ PROPERTY PRIVATE LIMITED**, a company existing under the provisions of the Companies Act, 2013, having CIN U70102WB2012PTC189204, and **PAN AAFCK0132K**, having its registered office at 5A, Nandalal Jew Road, Police Station Tollygunge & Post Office Sarat Bose Road, Kolkata – 700026, **46. IBEX TOWER PRIVATE LIMITED**, a company existing under the provisions of the Companies Act, 2013, having CIN U45400WB2012PTC180640, and **PAN AACCI9051N**, having its registered office at 5A, Nandalal Jew Road, Police Station Tollygunge & Post Office Sarat Bose Road, Kolkata – 700026, **47. IBHANAN CONCLAVE PRIVATE LIMITED**, a company existing under the provisions of the Companies Act, 2013, having CIN U45400WB2012PTC189290, and **PAN AADCI1144D**, having its registered office at 5A, Nandalal Jew Road, Police Station Tollygunge & Post Office Sarat Bose Road, Kolkata – 700026, **48. IBHANAN TOWER PRIVATE LIMITED**, a company existing under the provisions of the Companies Act, 2013, having CIN U45400WB2012PTC189291, and **PAN AADCI1148R**, having its registered office at 5A, Nandalal Jew Road, Police Station Tollygunge & Post Office Sarat Bose Road, Kolkata – 700026, **49. VAGISHA DEVELOPERS PRIVATE LIMITED**, a company existing under the provisions of the Companies Act, 2013, having CIN U45400WB2013PTC189652, and **PAN AAECV3093M**, having its registered office at 5A, Nandalal Jew Road, Police Station Tollygunge & Post Office Sarat Bose Road, Kolkata – 700026, **50. VIGANHARAN SHELTERS PRIVATE LIMITED**, a company existing under the provisions of the Companies Act, 2013, having CIN U45400WB2013PTC189657, and **PAN AAECV3094N**, having its registered office at 5A, Nandalal Jew Road, Police Station Tollygunge & Post Office Sarat Bose Road, Kolkata – 700026, **51. VIGANHARAN HOMES PRIVATE**

**LIMITED**, a company existing under the provisions of the Companies Act, 2013, having CIN U45400WB2013PTC189656, and **PAN AAECV3096Q**, having its registered office at 5A, Nandalal Jew Road, Police Station Tollygunge & Post Office Sarat Bose Road, Kolkata – 700026,

**52. VIGANHARAN CONCLAVE PRIVATE LIMITED**, a company existing under the provisions of the Companies Act, 2013, having CIN U45400WB2013PTC189655, and **PAN AAECV3095P**, having its registered office at 5A, Nandalal Jew Road, Police Station Tollygunge & Post Office Sarat Bose Road, Kolkata – 700026,

**53. YOGADHIPA CONCLAVE PRIVATE LIMITED**, a company existing under the provisions of the Companies Act, 2013, having CIN U45400WB2013PTC189659, and **PAN AAACY5916C**, having its registered office at 5A, Nandalal Jew Road, Police Station Tollygunge & Post Office Sarat Bose Road, Kolkata – 700026,

**54. YOGADHIPA HOME PRIVATE LIMITED**, a company existing under the provisions of the Companies Act, 2013, having CIN U45400WB2013PTC189919, and **PAN AAACY5935F**, having its registered office at 5A, Nandalal Jew Road, Police Station Tollygunge & Post Office Sarat Bose Road, Kolkata – 700026,

**55. YOGADHIPA ENCLAVE PRIVATE LIMITED**, a company existing under the provisions of the Companies Act, 2013, having CIN U45400WB2013PTC189660, and **PAN AAACY5915B**, having its registered office at 5A, Nandalal Jew Road, Police Station Tollygunge & Post Office Sarat Bose Road, Kolkata – 700026,

**56. BRAJA HOUSING PRIVATE LIMITED**, a company existing under the provisions of the Companies Act, 2013, having CIN U45400WB2013PTC190745, and **PAN AAFCB3681A**, having its registered office at 5A, Nandalal Jew Road, Police Station Tollygunge & Post Office Sarat Bose Road, Kolkata – 700026,

**57. BRAJA DEVELOPER PRIVATE LIMITED**, a company existing under the provisions of the Companies Act, 2013, having CIN U45400WB2013PTC190744, and **PAN AAFCB3680B**, having its registered office at 5A, Nandalal Jew Road, Police Station Tollygunge & Post Office Sarat Bose Road, Kolkata – 700026,

**58. DAYANITA DEVELOPERS PVT. LTD.**, a Private Limited Company incorporated under the Companies Act, 2013, having CIN U70109WB2018PTC228025 and **PAN AAGCD8860Q**, having its registered office at 7, Chittaranjan Avenue, Post Office Princep Street, Police Station Bowbazar, Kolkata 700072,

**59. LOHITAKSA REALTORS PVT. LTD.**, a Private Limited Company incorporated under the Companies Act, 2013, having CIN U70100WB2018PTC228007 and **PAN AADCL7227Q**, having its registered office at 5, Chittaranjan Avenue, Post Office Princep Street, Police Station Bowbazar, Kolkata 700072,

**60. MURARI BARTER PVT. LTD.**, a Private Limited Company incorporated under the Companies Act, 2013, having CIN U74900WB2010PTC140889 and **PAN AAGCM3085N**, having its registered office at 6A, Elgin Road, Post Office Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata 700020,

**61. AKASHGANGA BARTER PVT. LTD.**, a

Private Limited Company incorporated under the Companies Act, 2013, having CIN U74900WB2010PTC140846 and **PAN AAICA1425A**, having its registered office at 6A, Elgin Road, Post Office Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata 700020, **62. RAGHUVVEER COMMOTRADE PVT. LTD.**, a Private Limited Company incorporated under the Companies Act, 2013, having CIN U74900WB2010PTC140924 and **PAN AAECR5884Q**, having its registered office at 6A, Elgin Road, Post Office Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata 700020, **63. MURARI TIE UP PVT. LTD.**, a Private Limited Company incorporated under the Companies Act, 2013, having CIN U74900WB2010PTC140886 and **PAN AAGCM3086R**, having its registered office at 6A, Elgin Road, Post Office Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata 700020, **64. ANANTAAYA PROMOTERS PVT. LTD.**, a Private Limited Company incorporated under the Companies Act, 2013, having CIN U70109WB2018PTC228015 and **PAN AARCA3791N**, having its registered office at 7, Chittaranjan Avenue, Post Office Princep Street, Police Station Bowbazar, Kolkata 700072, **65. ABHIJISHYA BUILDERS PVT. LTD.**, a Private Limited Company incorporated under the Companies Act, 2013, having CIN U70200WB2018PTC227994 and **PAN AARCA3362P**, having its registered office at 7, Chittaranjan Avenue, Post Office Princep Street, Police Station Bowbazar, Kolkata 700072, **66. CITYGAZE HI-RISE PVT. LTD.**, a Private Limited Company incorporated under the Companies Act, 2013, having CIN U70109WB2018PTC227981 and **PAN AAHCC7578F**, having its registered office at 7, Chittaranjan Avenue, Post Office Princep Street, Police Station Bowbazar, Kolkata 700072, **67. BHANU VINIMAY PVT. LTD.**, a Private Limited Company incorporated under the Companies Act, 2013, having CIN U74900WB2010PTC140857 and **PAN AADCB9497J**, having its registered office at 6A, Elgin Road, Post Office Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata 700020, **68. DHURYA CONSTRUCTION PVT. LTD.**, a Private Limited Company incorporated under the Companies Act, 2013, having CIN U70109WB2018PTC227862 and **PAN AAGCD8563N**, having its registered office at 5, Chittaranjan Avenue, Post Office Princep Street, Police Station Bowbazar, Kolkata 700072, **69. DHANAGAMA REALTORS PVT. LTD.**, a Private Limited Company incorporated under the Companies Act, 2013, having CIN U70109WB2018PTC227790 and **PAN AAGCD8434J**, having its registered office at 7, Chittaranjan Avenue, Post Office Princep Street, Police Station Bowbazar, Kolkata 700072, **70. GOPIKA ENCLAVE PRIVATE LIMITED**, a company existing under the provisions of the Companies Act, 2013, having CIN U70102WB2013PTC190928, and **PAN AAFCG0809F**, having its registered office at 8, Camac Street, Shantiniketen Building, 5<sup>th</sup> Floor, Room No. 502, Police Station Shakespeare Sarani, Post Office Circus Avenue, Kolkata – 700017,

**71. GOPIKA INFRAREALTY PRIVATE LIMITED**, a company existing under the provisions of the Companies Act, 2013, having CIN U70102WB2013PTC190931, and **PAN AAFCG0806L**, having its registered office at 8, Camac Street, Shantiniketen Building, 5<sup>th</sup> Floor, Room No. 502, Police Station Shakespeare Sarani, Post Office Circus Avenue, Kolkata – 700017,

**72. GOPIKA HEIGHTS PRIVATE LIMITED**, a company existing under the provisions of the Companies Act, 2013, having CIN U70102WB2013PTC190929, and **PAN AAFCG0808E**, having its registered office at 8, Camac Street, Shantiniketen Building, 5<sup>th</sup> Floor, Room No. 502, Police Station Shakespeare Sarani, Post Office Circus Avenue, Kolkata – 700017, **73. GOPIKA HOUSING PRIVATE LIMITED**, a company existing under the provisions of the Companies Act, 2013, having CIN U70102WB2013PTC190930, and **PAN AAFCG0810Q**, having its registered office at 8, Camac Street, Shantiniketen Building, 5<sup>th</sup> Floor, Room No. 502, Police Station Shakespeare Sarani, Post Office Circus Avenue, Kolkata – 700017, **74. GOPIKA REALTORS PRIVATE LIMITED**, a company existing under the provisions of the Companies Act, 2013, having CIN U70102WB2013PTC190932, and **PAN AAFCG0807M**, having its registered office at 8, Camac Street, Shantiniketen Building, 5<sup>th</sup> Floor, Room No. 502, Police Station Shakespeare Sarani, Post Office Circus Avenue, Kolkata – 700017, **75. ESPARTO INFRAESTATE PRIVATE LIMITED**, a company existing under the provisions of the Companies Act, 2013, having CIN U45400WB2012PTC180763, and **PAN AADCE0206E**, having its registered office at 8, Camac Street, Shantiniketen Building, 5<sup>th</sup> Floor, Room No. 502, Police Station Shakespeare Sarani, Post Office Circus Avenue, Kolkata – 700017, **76. IBEX BUILDERS PRIVATE LIMITED**, a company existing under the provisions of the Companies Act, 2013, having CIN U45400WB2012PTC180620, and **PAN AACCI9053Q**, having its registered office at 8, Camac Street, Shantiniketen Building, 5<sup>th</sup> Floor, Room No. 502, Police Station Shakespeare Sarani, Post Office Circus Avenue, Kolkata – 700017, **77. WAVELET INFRACON PRIVATE LIMITED**, a company existing under the provisions of the Companies Act, 2013, having CIN U45400WB2012PTC180656, and **PAN AABCW2297B**, having its registered office at 8, Camac Street, Shantiniketen Building, 5<sup>th</sup> Floor, Room No. 502, Police Station Shakespeare Sarani, Post Office Circus Avenue, Kolkata – 700017, **78. WAVELET INFRATECH PRIVATE LIMITED**, a company existing under the provisions of the Companies Act, 2013, having CIN U45400WB2012PTC180655, and **PAN AABCW2291H**, having its registered office at 8, Camac Street, Shantiniketen Building, 5<sup>th</sup> Floor, Room No. 502, Police Station Shakespeare Sarani, Post Office Circus Avenue, Kolkata – 700017, **79. EDAM PROPERTIES PRIVATE LIMITED**, a company existing under the provisions of the Companies Act, 2013, having CIN U45400WB2012PTC174773, and **PAN AACCE9760C**, having

its registered office at 4A, Clive Row, Room No. 411, Post Office Kolkata GPO, Police Station Hare Street, Kolkata – 700 001, **80. SHREE SALASAR PROPERTIES AND FINANCE PRIVATE LIMITED**, a company existing under the provisions of the Companies Act, 2013, having CIN U70101WB1991PTC052415 and **PAN AADCS6101Q**, having its registered office at 4A, Clive Row, Post Office Kolkata GPO, Police Station Hare Street, Kolkata – 700001, **81. SHANKAR BUSINESS CENTRE PRIVATE LIMITED**, a company existing under the provisions of the Companies Act, 2013, having CIN No. U74900WB2010PTC145203 and **PAN AAOCS1062P**, having its registered office at 4A, Clive Row, Post Office Kolkata GPO, Police Station Hare Street, Kolkata – 700001, **82. EPISTLE REALESTATE PRIVATE LIMITED (PAN AADCE0221H)**, a Private Limited Company incorporated under the Companies Act, 1956, having CIN U45400WB2012PTC173967, having its registered office at 18, Rabindra Sarani, Poddar Court, Gate No.2, 6<sup>th</sup> Floor, Room No. 2, Post Office GPO, Police Station Hare Street, Kolkata – 700 001, **83. EDAM CONSTRUCTION PRIVATE LIMITED (PAN AADCE0217H)**, a Private Limited Company incorporated under the Companies Act, 1956, having CIN U45400WB2012PTC173911 having its registered office at 18, Rabindra Sarani, Poddar Court, Gate No.2, 6<sup>th</sup> Floor, Room No. 2, Post Office GPO, Police Station Hare Street, Kolkata – 700 001, **84. IBHANAN COMPLEX PRIVATE LIMITED (PAN AADCI1224L)**, a Private Limited Company incorporated under the Companies Act, 1956, having CIN U45400WB2012PTC189283, having its registered office at 18, Rabindra Sarani, Poddar Court, Gate No.2, 6<sup>th</sup> Floor, Room No. 2, Post Office GPO, Police Station Hare Street, Kolkata – 700 001, **85. IDIKA COMPLEX PRIVATE LIMITED (PAN AADCI1219B)**, a Private Limited Company incorporated under the Companies Act, 1956, having CIN U45400WB2012PTC189292, having its registered office at 18, Rabindra Sarani, Poddar Court, Gate No.2, 6<sup>th</sup> Floor, Room No. 2, Post Office GPO, Police Station Hare Street, Kolkata – 700 001, **86. CYPRESS COMPLEX PRIVATE LIMITED (PAN AAFCC0972P)**, a Private Limited Company incorporated under the Companies Act, 1956, having CIN U45400WB2012PTC189474, having its registered office at 18, Rabindra Sarani, Poddar Court, Gate No.2, 6<sup>th</sup> Floor, Room No. 2, Post Office GPO, Police Station Hare Street, Kolkata – 700 001, **87. EDAM HOUSING PRIVATE LIMITED (PAN AACCE9753D)**, a Private Limited Company incorporated under the Companies Act, 1956, having CIN U45400WB2012PTC174789, having its registered office at 18, Rabindra Sarani, Poddar Court, Gate No.2, 6<sup>th</sup> Floor, Room No. 2, Post Office GPO, Police Station Hare Street, Kolkata – 700 001, **88. KATHAKUNJ CONCLAVE PRIVATE LIMITED (PAN AAFCK0137N)**, a Private Limited Company incorporated under the Companies Act, 1956, having CIN U45400WB2012PTC189468, having its registered office at 18, Rabindra Sarani, Poddar Court,

Gate No.2, 6<sup>th</sup> Floor, Room No. 2, Post Office GPO, Police Station Hare Street, Kolkata – 700 001, **89. CYPRESS REALCON PRIVATE LIMITED**, a company existing under the provisions of the Companies Act, 2013, having CIN U45400WB2012PTC180441, and **PAN AA ECC7916J**, having its registered office at City Centre, 19, Synagouge Street, 2<sup>nd</sup> Floor, Unit No. 253, Police Station Hare Street & Post Office Burrabazar, Kolkata – 700001, **90. ECLAIR INFRAESTATE PRIVATE LIMITED**, a company existing under the provisions of the Companies Act, 2013, having CIN U45400WB2012PTC172289, and **PAN AACCE9307R**, having its registered office at City Centre, 19, Synagouge Street, 2<sup>nd</sup> Floor, Unit No. 253, Police Station Hare Street & Post Office Burrabazar, Kolkata – 700001, **91. EDAM PROJECTS PRIVATE LIMITED**, a company existing under the provisions of the Companies Act, 2013, having CIN U45400WB2012PTC174815, and **PAN AACCE9756G**, having its registered office at City Centre, 19, Synagouge Street, 2<sup>nd</sup> Floor, Unit No. 253, Police Station Hare Street & Post Office Burrabazar, Kolkata – 700001, **92. EGRESS CONSTRUCTION PRIVATE LIMITED**, a company existing under the provisions of the Companies Act, 2013, having CIN U45400WB2012PTC180567, and **PAN AADCE0205H**, having its registered office at City Centre, 19, Synagouge Street, 2<sup>nd</sup> Floor, Unit No. 253, Police Station Hare Street & Post Office Burrabazar, Kolkata – 700001, **93. IBEX BUILDCON PRIVATE LIMITED**, a company existing under the provisions of the Companies Act, 2013, having CIN U45400WB2012PTC180575, and **PAN AACCI9054K**, having its registered office at City Centre, 19, Synagouge Street, 2<sup>nd</sup> Floor, Unit No. 253, Police Station Hare Street & Post Office Burrabazar, Kolkata – 700001, **94. WAVELET INFRA PRIVATE LIMITED**, a company existing under the provisions of the Companies Act, 2013, having CIN U45400WB2012PTC180654, and **PAN AABCW2290G**, having its registered office at City Centre, 19, Synagouge Street, 2<sup>nd</sup> Floor, Unit No. 253, Police Station Hare Street & Post Office Burrabazar, Kolkata – 700001, **95. SHREYANSH CHANDAK (PAN BVNPC8418F, AADHAAR NO.664914285980)**, son of Pawan Kumar Chandak, by Faith Hindu, by Nationality Indian, by Occupation Business, residing at Basil Heights, 3C, Loudon Street, Post Office Circus Avenue, Police Station Shakespeare Sarani, Kolkata-700017, **96. AMOLIKA COMMERCE PRIVATE LIMITED**, a a company within the meaning of the Companies Act 2013, having CIN U52500WB2016PTC217394, and **PAN AAOCA7391A**, having its registered office at 12C Chakreberia Road, North, Police Station Ballygunge & Post Office Lala Lajpat Rai Sarani, Kolkata – 700020, **97. MAYANK NIRMAN PRIVATE LIMITED**, a company within the meaning of the Companies Act 2013, having CIN U45201WB2005PTC103979, and **PAN AAECM3309B**, having its registered office at 5<sup>th</sup> Floor, 5B Crescent Tower, 229, A. J. C. Bose Road, Post Office L.R. Sarani, Police Station Ballygunge,

Kolkata 700020, **98. EESHVI HOMES PVT LTD** a company within the meaning of the Companies Act 2013, having CIN **U45400WB2013PTC193671**, and **PAN No. AADCE3805H**, having its registered office at 122/1R, Satyendra Nath Majumder Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata – 700026, All 1 to 98 being represented by its Constituted Attorney PS VINAYAK HEIGHTS LLP (PAN **ABAFP5691B**), a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at Premises No. 1002 E M Bypass, Front Block, Kolkata-700 105, West Bengal, acting through its **Authorized Signatory, MR. RADHE SHYAM PANCHARIA** [PAN **AEQPP5365K**] [Aadhar No. **676100507035**] son of Sri Bhanwar Lal Pancharia, working for gain at 1002, E M Bypass, Kolkata – 700 105, Police Station – Pragati Maidan, Post Office – Dhapa, appointed vide a Board Resolution dated 15<sup>th</sup> November 2022, and ALL 1 TO 98 are collectively hereinafter referred to as the “**OWNERS**” (which expression shall unless excluded by or repugnant to the subject or context in so far as the individuals are concerned shall mean and include their and each of their respective heirs, executors, administrators, legal representatives, successors-in-interest, in so far as Limited Liability Partnerships are concerned shall mean and include their partners for the time being and such other person or persons who may be admitted as partners thereof and each of their respective heirs, executors, administrators, legal representatives and in so far the companies are concerned shall mean and include their respective successors successors -in-interest ) of the **FIRST PART**.

**AND**

**PS VINAYAK HEIGHTS LLP** a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having LLPIN **AAX-3696**, and PAN **ABAFP5691B**, having its registered office at 1002 E M Bypass, Front Block, Kolkata 700 105, Police Station Pragati Maidan, Post Office Dhapa, acting through its authorized signatory **MR. RADHE SHYAM PANCHARIA** [PAN **AEQPP5365K**] [Aadhar No. **676100507035**] son of Sri Bhanwar Lal Pancharia ,working for gain at 1002, E M Bypass, Kolkata – 700 105, Police Station – Pragati Maidan, Post Office – Dhapa, appointed vide a Board Resolution dated authorized vide resolution dated 15<sup>th</sup> November 2022, hereinafter referred to as the “**Promoter**”(which expression shall unless repugnant to the context or meaning thereof be deemed mean and include their partners for the time being and such other person or persons who may be admitted as partners thereof and each of their respective heirs, executors, administrators, legal representatives) of the **SECOND PART**

**AND**

Mr [\_\_\_], son of [\_\_\_], PAN No: [\_\_\_], AAADHAR No: [\_\_\_] and Mrs [\_\_\_], wife of [\_\_\_], PAN No: [\_\_\_], AAADHAR No: [\_\_\_], both residing at [\_\_\_], (hereinafter collectively referred to as the “**Purchaser/Allottee**”, which expression shall unless repugnant to the context or meaning thereof mean and include his/her/their heirs, representatives, successors-in-interest, executors and/or permitted assigns) of the **THIRD PART**.

[OR]

[\_\_\_], a company incorporated under the Companies Act, 1956 and having its registered office at [\_\_\_] P.O [\_\_\_], P.S [\_\_\_], having PAN: [\_\_\_], represented by its authorized representative Mr [\_\_\_], son of [\_\_\_], residing at [\_\_\_], P.O [\_\_\_], P.S [\_\_\_], having Aadhar No. [\_\_\_], authorized vide board resolution dated [\_\_\_], (hereinafter referred to as the “**Purchaser/Allottee**”, which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-interest and permitted assigns) of the **THIRD PART**.

[OR]

[\_\_\_] [PAN: [\_\_\_]], a partnership firm established under the Indian Partnership Act, 1932 and having its office at [\_\_\_] P.O [\_\_\_] P.S [\_\_\_] and represented by its authorised partner [\_\_\_] [PAN: [\_\_\_]], [AAADHAR No: [\_\_\_]], son of [\_\_\_] and residing at [\_\_\_] P.S [\_\_\_] P.O [\_\_\_], (hereinafter referred to as the “**Purchaser/Allottee**”, which expression shall unless repugnant to the context or meaning thereof mean and include the partners of the firm for the time being and their successors and permitted assigns) of the **THIRD PART**.

[OR]

[\_\_\_] [PAN: [\_\_\_]], a trust/society established under the Indian Trusts Act, 1882/Societies Registration Act, 1860 and having its office at [\_\_\_] P.S [\_\_\_] P.O [\_\_\_] and represented by its [\_\_\_] Mr [\_\_\_] [PAN: [\_\_\_]], [AAADHAR No: [\_\_\_]], son of [\_\_\_] and residing at [\_\_\_] P.S [\_\_\_] P.O [\_\_\_], (hereinafter referred to as the “**Purchaser/Allottee**”, which expression shall unless repugnant to the context or meaning thereof mean and include all the trustees of the trust for the time being/all the members of the Governing Body of the society for the time being and their

successors-in-office and permitted assigns) of the **THIRD PART**.

**[OR]**

**Mr** [\_\_\_] [PAN: [\_\_\_]], [AAADHAR No: [\_\_\_]], son of [\_\_\_] residing at [\_\_\_] P.S [\_\_\_] P.O [\_\_\_] for self and as the Karta of the Hindu Joint Mitakshara Family known as [\_\_\_] HUF [PAN: [\_\_\_]], having its place of business/ residence at [\_\_\_] P.S [\_\_\_] P.O [\_\_\_] (hereinafter referred to as the “**Purchaser/Allottee**”, which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART** :

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

**WHEREAS:**

- A. The Owners are the absolute and lawful owners of the property more fully described in **First Schedule Part – I** hereto which was purchased by the Owners from time to time (hereinafter referred to as “the said **Land/Project Land**”).
- B. The vesting of the ownership of **the said Land** in favour of the Owners is more particularly detailed in **First Schedule PART - II** hereunder.
- C. The Owners desired to develop Said Land and for that purpose had approached with the proposal of development of the Said Land wherein the Owners would allow, permit and that the Promoter would have all right power and authority to develop the Said Land at its own cost and expenses.
- D. By and under a Development Agreement dated 31<sup>st</sup> January 2022 made between the above-named owners No. 1 to 97 as Owners therein and the Promoter hereto as Developer therein and registered with the office of Additional Registrar of Assurances IV, Kolkata in Book No. I, Volume No. 1904-2022, Pages 304011

to 304379, Being No. 190403383 for the year 2022, the Owners Nos. 1 to 97 in consultation with each other had jointly granted the exclusive right of development in respect of part and portion of the said Land and construction of a new residential project, in favour of the Promoter herein, which the Promoter had agreed to undertake for the consideration and on the terms and conditions contained therein.

- E. By another Development Agreement dated 9<sup>th</sup> day of September 2022 made between the Owner No. 98 as Owner therein and the Promoter hereto as Developer therein and registered with the office of Additional Registrar of Assurances IV, Kolkata in Book No. I, Volume No. 1904-2022, Pages 1094750 to 1094817, Being No. 190418557 for the year 2022, the Owners No. 98 has granted the exclusive right of development in respect of part and portion of the said Land and construction of a new residential project, in favour of the Promoter herein, which the Promoter had agreed to undertake for the consideration and on the terms and conditions contained therein.  
(For the sake of brevity Development Agreement dated 31<sup>st</sup> January 2022 and 9<sup>th</sup> day of September 2022 are collectively referred to as the “**Development Agreements**”)
- F. The Promoter in pursuance of the said Development Agreements obtained sanction of the building plan vide plan no. 1229/RPS), dated 11<sup>th</sup> October 2022 from the Zilla Parishad (hereinafter referred to as the said Plan and shall include all alterations and/or modifications made thereto from time to time and as may be permitted by the authorities concerned) and commenced construction of a residential project comprising of Four (4) Towers/Buildings having ground plus (G+35) upper floors and various car parking spaces (hereinafter referred to as the “**Buildings**”) comprising of several apartments, common areas and other facilities and altogether known as “Vanya” (“**Project**”). The Promoter agrees and undertakes that it shall not make any changes to the plans of the Project except in strict compliance with Section 14 of the Act and Section 9 (3) of the Rules and other laws as applicable.
- G. The Promoter has completed the construction of the Project (as

hereinafter defined) at the said Project Land in accordance with the Plan sanctioned by the concerned authorities and have obtained a Full Completion Certificate vide Completion Case No. \_\_\_\_\_ dated \_\_\_\_\_.

- H. The Purchaser, being desirous of purchasing an Apartment in the Project vide (“**Application**”, details provided in **Second Schedule - Part IV**) and had been allotted vide **Allotment Letter** (details provided in **Second Schedule - Part V**) by the Promoter ALL THAT the Apartment more fully and particularly described in **Second Schedule - Part I** hereunder written (“**the said Apartment**”) with the plan annexed hereto, marked as **Second Schedule - Part III** hereto together with the permission to use such number(s) of car parking space(s), if any, to be earmarked, identified and designated by the Promoter at the Said Project, which do not form a part of the Common Areas, as stated in **Second Schedule - Part - II** hereunder written (“**Car Parking Space**”) together with the irrevocable right to use the common areas, parts, portions, installations and facilities of the Project in common with the remaining allottees of the Project (hereinafter referred to as the “**Common Areas**”, and more particularly described in **Third Schedule** hereto), (hereinafter Apartment, Car Parking Space & Common Areas are collectively referred to as the “**Said Unit**”) for a total consideration of Rs [\_\_\_\_] (Rupees [\_\_\_\_]) (“**Total Price**”)
- I. Subsequently, by an Agreement for Sale dated \_\_\_\_\_ and registered with Additional Registrar of Assurances-\_\_\_\_, Kolkata in Book No. \_\_\_\_\_, Volume No. \_\_\_\_\_, Pages from \_\_\_\_\_ to \_\_\_\_\_ being No. \_\_\_\_\_ for the year \_\_\_\_\_ the Promoter had agreed to sell and transfer to the Allottee the ALL THAT said Unit, for the consideration and on the terms and conditions therein mentioned (hereinafter referred to as “**the Sale Agreement**”). In case there is any discrepancy between the terms of these presents and the Sale Agreement, the terms contained in these presents shall prevail.
- J. The said **Apartment**, the Common Areas and Installations is complete in

all respects to the full and final satisfaction of the Allottee. The Promoter has delivered possession of the said **Apartment** to the Allottee at or before the execution of these presents. Upon completion there has been a variation in the areas of the said **Apartment** and accordingly the areas and the consideration amount mentioned in the Sale Agreement have been modified.

- K. The Promoter has duly complied with its obligations contained in the said Sale Agreement as modified by these presents and is not in default of its obligations therein, which the Allottee doth hereby confirm, and similarly the Promoter hereby confirms that the Allottee has made full payment of the Total / Agreed Price to the Promoter.
- L. The Allottee has now requested the Owner and the Promoter to convey the said Unit in favour of the Allottee.
- M. At or before the execution hereof, the Allottee has fully satisfied itself with regard to the following:
- (i) The right, title and interest of the Promoter and the Owners to/over/in respect of the Said Land and to develop and deal with the Project intended to be constructed/developed on the Said Land;
  - (ii) the nature, state, condition and measurement of the Said Land and the Project, as applicable, and the manner in which the same is/are presently intended to be used;
  - (iii) the proposed location, lay out plan and the dimensions of each of the Said Apartment;
  - (iv) the Common Areas which are intended to form a part of the Project
  - (v) the nature and the extent of the rights and benefits proposed to be granted and/or extended to the Allottee as also the several obligations to be performed and fulfilled by the Allottee, each to the satisfaction of the Promoter;
  - (vi) the Specifications as also the measurements, dimensions, designs and drawings;

- (vii) the state and condition of the said Apartment which are intended to be handed over to the Allottee subject to compliance by the Allottee of each of the stipulated terms to the satisfaction of the Promoter;
- (viii) The workmanship and quality of construction of the said **Apartment** and the Project, including the structural stability of the same.
- (ix) The total area comprised in the said Apartment.
- (x) The Completion Certificate issued by the concerned authority.
- (xi) The final scheme of user and enjoyment of the Common Areas, Shared Infrastructure (defined below) and Installations as contained in these presents.
- (xii) The Allottee accepts, acknowledges and confirms that the Promoter shall have the sole and 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.
- (xiii) The Promoter may make further make additions and alterations to the Building Plans without affecting the Said Apartment or reducing the amenities and facilities mentioned in THIRD SCHEDULE. The Promoter shall take further consent, if required, from the Allottee at the appropriate time if and to the extent required under the Act.
- (xiv) The Allottee accepts and confirms that in case of integration of any part of any future phase lands, the calculation of proportionate share shall vary but the Total Price or Taxes or Extra Charges or Deposits payable by the Allottee hereunder shall not vary.
- (i) The Promoter has informed and the Allottee(s) hereby confirms and acknowledges that the Allottee shall have perpetual easements rights over the Shared Infrastructure in common with the Allottees of the future phase lands.
- (ii) that the Allottee has sought and obtained independent legal advice and opinion and has caused this Agreement to be vetted by advocates/lawyers appointed by the Allottee.

N. The Allottee has conducted necessary due diligence and fully satisfied itself about the title of the Owner to the said Project and all legal incidents and matters in relation thereto and/or affecting the same, including those hereinbefore recited and also hereinafter stated, and has accepted the same to be free from all encumbrances whatsoever and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith.

**I. NOW THIS INDENTURE WITNESSETH** that in the premises aforesaid and in consideration of the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only paid by the Purchaser to the Promoter at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt hereunder written admit and acknowledge and from the same and every part thereof hereby forever acquit release and discharge the Purchaser), the Owner and the Promoter doth hereby grant sell convey transfer release assign and assure unto and to the Purchaser **ALL THAT** the said **Apartment** described in the **SECOND SCHEDULE – PART I** with the plan annexed hereto, marked as **Second Schedule - Part III** hereto together with the permission to use such number(s) of car parking space(s), if any, to be earmarked, identified and designated by the Promoter at the Said Project, which do not form a part of the Common Areas, as stated in **Second Schedule - Part - II** hereunder written hereunder written **TOGETHER WITH** proportionate undivided indivisible impartible share in the Common Areas and Installations described in the **THIRD SCHEDULE** hereunder written **AND** all the estate right title and interest of the Promoter into or upon the said Apartment and every part thereof, with all legal incidents thereof **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the said Apartment **TOGETHER WITH** easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Apartment as set out in the **FIFTH SCHEDULE** hereunder written **TO HAVE AND TO HOLD** the said Apartment and every part thereof unto and to the use of the Purchaser absolutely and forever free from all encumbrances and liabilities whatsoever with clear and marketable title **TOGETHER WITH** the free, unfettered, transferable and heritable rights of the Purchaser to own, use, occupy and enjoy the Said Apartment as absolute owner thereof with all other rights and properties herein mentioned **SUBJECT NEVERTHELESS TO** the Allottee's covenants and

agreements herein contained and also in the Sale Agreement and on the part of the Allottee to be observed fulfilled and performed **EXCEPTING AND RESERVING** unto the Promoter and the persons deriving title from the Promoter such easements quasi-easements rights and privileges as set out in the **SIXTH SCHEDULE** hereunder written **AND ALSO SUBJECT** to the Allottee paying and discharging all municipal and other rates taxes and impositions on the said Apartment wholly and the Common Expenses (described in the **FOURTH SCHEDULE** hereunder written) proportionately and all other outgoings in connection with the said Apartment wholly and the said Project and in particular the Common Areas and Installations proportionately.

**II. THE OWNER AND PROMOTER DO TH HEREBY COVENANT WITH THE ALLOTTEE** as follows:-

- i) The interest which the Owner and the Promoter professes to transfer subsists and that the Promoter has good right full power and absolute authority to grant, sell, convey transfer, assign and assure unto and to the use of the Allottee the said Apartment in the manner aforesaid.
- ii) It shall be lawful for the Allottee from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained, to own, hold, use and enjoy the said Apartment and every part thereof and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Promoter or any person claiming through or under the Promoter.
- iii) The Promoter shall upon reasonable request and at the costs of the Allottee make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the said Apartment hereby granted sold conveyed and transferred unto and to the Allottee in the manner aforesaid as shall or may be reasonably required by the Allottee.

- iv) In case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Sale Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Purchaser from the date of issue of Completion Certificate, the Promoter shall 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 Allottee shall be entitled to receive appropriate compensation in the manner as provided under applicable laws.

It is expressly agreed and understood that the Promoter shall not be liable to rectify any defect occurring under the following circumstances:

- a. If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee taking over possession of the Said Apartment, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
- b. If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottee, the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
- c. If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
- d. If the Allottee after taking actual physical possession of the Said Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;
- e. Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of

brick walls and RCC beams and columns. Any cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost.

- f. If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee or his / her agents in the manner in which same is required to be maintained.
- g. Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the Bungalow going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.
- h. Any defect due to force majeure
- i. Failure to maintain the amenities / equipments
- j. Due to failure of AMC
- k. Regular wear and tear
- l. If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

Notwithstanding anything hereinbefore contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained hereinabove.

- v) The Promoter undertakes to co-operate with the Purchaser and provide necessary support and sign and execute all necessary documents so as to enable the Purchaser's name to be reflected in all concerned government records as the sole, exclusive and absolute owner of the Unit at the cost of the Purchaser.
- vi) The Promoter has paid all outgoings before transferring the physical possession of the Apartment to the allottees, which it has collected from the allottees, for the payment of outgoings (including land cost, municipal or other

local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project and within the scope of the Promoter). If the promoter fails to pay all or any of the outgoings collected by it from the allottees or any liabilities, mortgage loan and interest thereon (which are within the scope of the Promoter) before transferring the Unit to the Allottees, the promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charge, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

**III. THE PROMOTER DOETH HEREBY REPRESENT AND WARRANT TO THE PURCHASER as follows:**

The Promoter doeth hereby repeats and reiterates all representations and warranties, as made in the Sale Agreement and in addition to that further represents and warrants to the Purchaser that:

- i) The Owner and Promoter assures the Purchaser that the Owner and Promoter has the right to execute this Deed of Conveyance and has not committed or omitted to perform any act or thing, whereby the right title and interest of the Purchaser created herein, may be prejudicially affected.
- ii) the Unit and the Project are complete in all respect, habitable and have been constructed and developed without any workmanship or quality or structural defect.
- iii) The transfer of the proportionate undivided indivisible impartible share in the Common Areas and Installations in the name of the Allottee is being done in the capacity of the Allottee as a trustee on behalf of and for the benefit of the Association / Maintenance Company (as applicable) to be ultimately formed for the Project and that the Allottee shall transfer the

proportionate undivided indivisible impartible share in the Common Areas and Installations in favour of the Association / Maintenance Company (as applicable) at its own costs at the appropriate time after formation of the Association / Maintenance Company (as applicable) and/or at such time when all the Allottees of different Units transfer their proportionate undivided indivisible impartible share in the Common Areas and Installations in favour of the Association / Maintenance Company (as applicable). The Promoter is under an obligation to transfer in favour of the Allottee the proportionate undivided indivisible impartible share in the Common Areas and Installations in respect of the said Apartment . From Section 17 of the Real Estate (Regulation and Development) Act, 2016 it appears that the undivided proportionate title in the Common Areas and Installations is to be transferred to the Association in addition to handing over of the Common Areas and Installations to the Association. However, from Clause 10 of Annexure 'A' to the West Bengal Real Estate (Regulation and Development) Rules, 2021 it appears that by the Deed of Conveyance, title of the said Apartment together with proportionate indivisible share in the Common Areas and Installations are to be transferred to the Allottee. It also appears from Section 5(2) of the WB Apartment Ownership Act, 1972 that undivided interest in the common areas and facilities shall be deemed to be conveyed or encumbered with the Apartment even though such interest is not expressly mentioned in the conveyance. Accordingly, there is contradiction, ambiguity and/or lack of clarity regarding transfer of the undivided proportionate share in the Common Areas and Installations. Further as per the registration procedure followed by the Registration Authorities in West Bengal for registering Deeds of Conveyance regarding the said Apartment, the market valuation of the said Apartment is to be ascertained from the website of the Registration Authorities and the same is required to be approved by the Registration Authorities for enabling the Deeds of Conveyance to be registered. The Market Valuation e-Assessment Slip regarding any Apartment can be generated only on the basis of super built-up area which includes the undivided proportionate share in the Common Areas and Installations and market valuation is made on such basis taking into

consideration the undivided proportionate share in the Common Areas and Installations. Stamp duty and registration fees are payable on the basis of such valuation including undivided proportionate share in the Common Areas and Installations without which the Deed of Conveyance cannot be registered. Under the aforesaid circumstances, it is not possible for the Promoter to execute this Deed of Conveyance in favour of the Purchaser only in respect of the said Apartment excluding the proportionate undivided indivisible impartible share in the Common Areas and Installations in respect of the said Apartment. Further and in any event, presently there is no procedure for registration of a Deed of Transfer / Conveyance of undivided proportionate share in the Common Areas and Installations in favour of the Association without any consideration. The consideration for the undivided proportionate share in the Common Areas and Installations is being paid by the Allottee and no amount is or shall be receivable by the Promoter from the Association. Under the circumstances, at present there is no practical method of transfer of undivided proportionate share in the Common Areas and Installations in favour of the Association without payment of any consideration. In view of the above situation, the Promoter has no option but to execute this Deed of Conveyance in favour of the Allottee transferring also the undivided proportionate share in the Common Areas and Installations since the stamp duty and registration fees are being paid by the Allottee on such basis and in as much as the ultimate aim of the Real Estate (Regulation and Development) Act, 2016 including Section 17 thereof and Annexure A of the Rules is that the Promoter should not retain ownership of the undivided proportionate share in the Common Areas and Installations which should be transferred to the Allottee and/or for his benefit to the Association. Under such circumstances, the Promoter is hereby discharging its obligation of transfer of the proportionate undivided indivisible impartible share in the Common Areas and Installations in respect of the said Apartment in favour of the Allottee herein with the understanding that the Allottee shall hold the same in trust for the Association / Maintenance Company (as applicable) to be formed in future in respect of the Project and shall transfer the same to such

Association / Maintenance Company (as applicable) in accordance with law, if and when clarity is available on the above issue. If necessary, the Promoter agrees to join as a party to such deed and/ or document for transfer of undivided proportionate share in the Common Areas and Installations in favour of the Association / Maintenance Company (as applicable). The stamp duty and registration fees, if any, for such transfer shall be payable by the Purchaser proportionately along with all the Allottees of the Project.

**IV. THE ALLOTTEE DOETH HEREBY COVENANT WITH THE PROMOTER as follows:**

- A. The Allottee so as to bind himself to the Promoter and the other allottees and so that this covenant shall be for the benefit of the Project and other Apartments therein hereby covenants with the Promoter and with all the other allottees that the Allottee and all other persons deriving title under them will at all times hereafter observe the terms conditions covenants restrictions set-forth herein and also in the said Sale Agreement, which shall apply mutatis mutandis.
- B. The Purchaser hereby acknowledges that it is his/her/its obligation and liability to make payment of all rates, taxes and all other outgoings whether local state or central in respect of his/her/it Unit from the date or deemed date of delivery of possession of the said Apartment to the Purchaser and shall be liable to make payment as and when the same becomes due and payable without raising any objection whatsoever or howsoever and agrees to indemnify and keep the Owner and the Promoter and the Association saved harmless and fully indemnified of and from against all losses damages costs claims actions and proceeding including litigation cost suffered by the Promoter for non payment or delay in payment of the same.
- C. In terms of the Sale Agreement, the Allottee has at or before the execution hereof deposit and/or keep deposited with the Promoter a sum of Rs.

\_\_\_\_\_/- (Rupees \_\_\_\_\_) only to remain in deposit with the Promoter and in the event of any default by the Allottee in making payment of the municipal and other rates taxes (if applicable) and outgoings, electricity charges, maintenance charges and proportionate liability towards the Common Expenses (including those mentioned in the **Fourth Schedule**) within the due dates and in the manner mentioned hereunder, the Promoter in their sole discretion and without prejudice to the other rights and remedies available to the Promoter, be entitled to meet out of the said deposit the amount/s under default. At the time of handover of the common areas and the common purposes to the Association / Maintenance Company, the Promoter shall transfer the balance lying in the said deposit account of the Allottee to the Association / Maintenance Company.

#### 1. **MAINTENANCE OF THE SAID APARTMENT/PROJECT**

The Promoter shall be responsible to provide and maintain the Project, including the Common Areas and Installations and the essential services, till taking over of the maintenance of the Project by the Association of Allottees subject to Allottees making payment of the maintenance charges agreed under these presents.

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

#### 2. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS**

The Promoter / maintenance agency / association of allottees, as the case may be, shall have rights of unrestricted access of all Common Areas, for providing necessary maintenance services and the Allottee agrees to permit the Promoter / association of allottees and/or maintenance agency to enter into the said Apartment or any part thereof, after due prior written notice

of 48 hours and during the normal working hours, unless emergent circumstances warrant otherwise, with a view to set right any defect.

### **3. USAGE**

**Use of Service Areas:** The service areas, if any, as located within the Project, shall be earmarked for purposes such as 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 equipment's, waiting room(s) / storage room(s) / changing room / wash room for staff etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

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

- 4.1 The Allottee shall, after taking possession, be solely responsible to maintain the said Apartment at his/her/its own costs, in good repair and condition and shall not do or suffer to be done anything in or to the said Project, or the said Apartment or the staircases, lifts, common passages, circulation areas, atrium 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 said Apartment, and keep the said 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 Project are not in any way damaged or jeopardized.
- 4.2 The Allottee further undertakes, assures and guarantees that he/she/it would not put any signboard/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 therein or the Common Areas. The Allottees 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 Allottee shall not store any hazardous or combustible goods in the said Apartment or place any heavy material in the common areas of the Project. The Allottee shall also not remove any wall including the outer and load bearing wall of the said Apartment.

- 4.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by the association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

**5. OTHER PROVISIONS:**

- 5.1 Save the said Apartment the Allottee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other Apartments and spaces or constructed areas to the extent not forming part of the Common Areas and Installations 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 exclusively.
- 5.2 The said Apartment is liable to be assessed to municipal tax for the quarter subsequent to the quarter in which the said Apartment has been granted Full Completion Certificate. The Allottee shall within 6 (six) months from the date hereof apply for at his own costs separate assessment and mutation of the said Apartment in the records of the concerned authorities.
- 5.3 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

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

- 5.4 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter shall be exclusively entitled to and shall have the exclusive right to install its own glow sign / signage without any fee or charge and also to install and/or permit any telecom company or service provider to install Towers, V-Sat, Dish or other Antennas or installations of any nature in the Project on such terms and conditions as the Promoter may in its sole discretion think fit and proper without any objection or hindrance from the Allottee, and the Allottee hereby consents to the same;
- 5.5 The Promoter shall in its sole discretion be entitled to sell transfer deal with and/or otherwise dispose off the Parking Spaces and parking rights and/or grant to any allottee the right to park motor cars and/or other vehicles in or at the Parking Spaces save and except the Parking Spaces allotted to the Allottee herein
- 5.6 The Allottee shall have no connection whatsoever with the purchasers / buyers of the other Units and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Allottee and the other Allottees (either express or implied) and the Allottee shall be responsible to the Promoter for fulfillment of the Allottee's obligations and the Allottee's obligations and the Promoter's rights shall in no way be affected or prejudiced thereby.
- 5.7 The properties and rights hereby transferred to the Allottee is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner. It is further agreed and clarified that any transfer of the said Unit by the Allottee shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.

- 5.8 The Allottee shall be and remain responsible for and indemnify the Promoter and the Maintenance In-charge against all damages costs claims demands and proceedings occasioned to the said Project or any other part of the Project 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 Promoter against all actions claims proceedings costs expenses and demands made against or suffered by 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 of the Sale Agreement and these presents to be observed fulfilled and performed by the Allottee.
- 5.9 The Project at the said Land shall bear the name "VANYA" unless changed by the Promoter from time to time in its absolute discretion and the Logo " \_\_\_\_\_ " shall always be displayed at a prominent place in the Project.
- 5.10 The paragraph heading(s) do not form a part of this Indenture and have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation thereof

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

**SIGNED AND DELIVERED** by the  
withinnamed **ALLOTTEE**  
(includingjoint  
buyers) in the presence of:

**SIGNED AND DELIVERED** by the  
within named **PROMOTER**

in the presence of:

**SIGNED AND DELIVERED** by the  
within named **OWNER** in the  
presence of:

**SCHEDULES**  
**THE FIRST SCHEDULE ABOVE**  
**REFERRED TO:PART-I**  
**(said Land/Project Land)**

**ALL THAT** the parcel of land containing an area of **917 (Nine hundred and seventeen) Decimals** equivalent to 27 Bighas 14 Cottahs 3 Chittack 39 square feet be the same a little more or less situate lying at R.S/L. R. Dag nos. 2, 3(P), 6, 7, 196, 196/4685, 197, 198(P), 198/4683, 199, 200(P), 201/4684 and 203 appertaining to several Khatian Nos. 5288, 5291, 5292, 5295, 5296, 5297, 5298, 5300, 5302, 5303, 5305, 5311, 5327, 5328, 5329, 5330, 5332, 5323, 5324, 5325, 5326, 5333, 5335, 5334, 5343, 5344, 5345, 5346, 5347, 5348, 5349, 5351, 5358, 5359, 5360, 5365, 5366, 5367, 5368, 5369, 7380, 5371, 5372, 5374, 5376, 5377, 5375, 5380, 5381, 5383, 5384, 5385, 5389, 5390, 5397, 5398, 5399, 5400, 5401, 5402, 5403, 5404, 5405, 5479, , 6417, 7051, 7077, 7078, 7202, 7203, 7204, 7205, 7215, 7216, 7217, 7219, 7206, 7218, 7207, 7213, 7214, 7208, 7209, 7297, 7307, 7308, 7309, 7314, 7315, 7316 and 7377, 7380, 7384, 7391, 7393, 7397, 7410, 7411, 7413 and 7514 situate at Mouza Patharghata and L. R. Dag no. 152 (Premises No. 27-1016, comprised in HIDCO Plot No. OP-47, Action Area-IIG, New Town appertaining to Khatian No.2917, Mouza Chakpachuria,, both at Police Station New Town (formerly Rajarhat), District North 24 Parganas, and butted and bounded in the manner following:-

- ON THE NORTH** : By L.R. Dag No.1 and 8 within Mouza Patharghata and L.R. Dag Nos. 152(P), 153, 154 and 155(P) within Mouza Chakpachuria
- ON THE EAST** : By L.R. Dag No. 5,4, 194(P),195,209(P), 210(P), 207(P) & 204(P) all in Mouza Patharghata
- ON THE SOUTH** : By L.R. Dag Nos 195(P), 198(P),207(P), 210 within Mouza Patharghata and L.R. Dag No. 290(P) within Mouza Chakpachuria and present road
- ON THE WEST** : By L.R. Dag Nos. 144(P), 152(P) and 290 (P)

And delineated in the map/ plan attached as **Annexure A** hereto

**PART-III**

(Title)

**THE FIRST SCHEDULE ABOVE**

**REFERRED TO:**

Land situate at Mouza Patharghata and Mouza Chakpachuria, Police Station New Town (formerly Rajarhat), Additional Sub-Registrar, Rajarhat. J.L. no 36, District 24 Parganas ( North)

S L. N O	OWNER	DA G NO	KHATI AN NO.	AREA	DEED NO.	REGISTRY OFFICE	DATE OF DEED EXECUTI ON	DEED DETAILS
				( IN DEC.)				
1	ASHA JAIN	2	7217	9.3728	06235/ 21	ADSR Rajarhat	12.04.2021	Book -I, Vol. No.1523-2021, Page from 254826 to 254854
					06238/ 21	ADSR Rajarhat	12.04.2021	Book -I, Vol. No.1523-2021, Page from 254883 to 254910
2	SUMAN JAIN	3	7206	6.125	06240/ 21	ADSR Rajarhat	12.04.2021	Book -I, Vol. No.1523-2021, Page from 254998 to 255026
		198 /46 83		3.875		ARA-IV KOLKATA	19.04.2021	Book -I, Vol. No.1904-2021, Page from 210761 to 210797
3	MADHU JAIN	198 /46 83	7207	3.875	4359/2 1			

		3		6.125	06237/ 21	ADSR Rajarhat	12.04.2021	Book -I, Vol. No.1523-2021, Page from 254855 to 254882
4.	AMAN JAIN	2	7218	4.67	06241/ 21	ADSR Rajarhat	12.04.2021	Book -I, Vol. No.1523-2021, Page from 254969 to 254997
		3		6.125	06239/ 21	ADSR Rajarhat	12.04.2021	Book -I, Vol. No.1523-2021, Page from 254911 to 254939
5	AKHILE SH KUMAR JAIN	201 /46 84	7213	14.325	05223/ 21	ADSR Rajarhat	06.04.2021	Book -I, Vol. No.1523-2021, Page from 245228 to 245251
					05224/ 21	ADSR Rajarhat	06.04.2021	Book -I, Vol. No.1523-2021, Page from 245252 to 245278
6	VAIBHA V JAIN	201 /46 84	7214	14.325	05226/ 21	ADSR Rajarhat	06.04.2021	Book -I, Vol. No.1523-2021, Page from 245314 to 245337
7	KISOR KUMAR NADHA NI	2	7208	1.125	4358/2 1	ARA-IV KOLKATA	19.04.2021	Book -I, Vol. No.1904-2021, Page from 210724 to 210760
		199		9				

		201 /46 84		0.45				
8	USHA NADHA NI	2	7209	1.435	4357/2	ARA-IV KOLKATA	19.04.2021	Book -I, Vol. No.1904-2021, Page from 210688 to 210723
		197		7.9154	1			

**B.**

SL · N O	OWNER	DAG NO.	KHATI AN NO.	AREA	DEED NO.	REGIS TRY OFFIC E	DATE OF DEED EXECUT ION	DEED DETAILS
				( IN DEC.)				
1	SUBHASH CHAND BARJATYA	2	7203	4.2016	15230049 14/2021	ADSR Rajarhat	24.03.2021	Book -I, Vol. No.1523- 2021, Page from 204217 to 204250
		201/468 4		1.936				
2	DEEPIKA JAIN	2	7204	4.67	15230491 1/2021	ADSR Rajarhat	24.03.2021	Book -I, Vol. No.1523- 2021, Page from 204251 to 204282
		2		0.5625				
		198/468 3		3.8750	15230492 8/2021	ADSR Rajarhat	25.03.2021	Book -I, Vol. No.1523- 2021, Page from 204150 to 204184
3	ABHISHEKH	2	7202	0.5625				

	JAIN	198/468 3		3.8750				
		3		6.1250	15230491 2/2021	ADSR Rajarhat	24.03.2021	Book -I, Vol. No.1523- 2021, Page from 204185 to 204216
4	SARITA JAIN	199 201/468 4	7205	9 0.4500	15230491 0/2021	ADSR Rajarhat	24.03.2021	Book -I, Vol. No.1523- 2021, Page from 204116 to 204149
5	RAJNNIJ JAIN	196	7215	10.2916				
6	MAYYANK JAIN	196	7219	10.2916	15230522 5/2021	ADSR Rajarhat	06.04.2021	Book -I, Vol. No.1523- 2021, Page from 245279 to 245313
7	MAYANK NIRMAN PVT. LTD.	196	7216	10.2916				
	<b>TOTAL AREA -</b>			<b>66.13</b>				

**C.**

SL · N O	OWNER	DAG NO.	KHAT IAN NO.	AREA (IN DEC.)	DEED NO.	REGIST RY OFFICE	DATE OF DEED EXECUTI ON	DEED DETAILS
1	CYPRESS REALCON PVT	2	5302	1.4350				

	LTD	197		7.7725	02182/13	ADSR Rajarhat	12.02.2013	Book I, CD Volume 3, Pages from 13645 to 13655
2	ECLAIR INFRAESTATE PVT LTD	2	5303	1.4350	03932/13	ADSR Rajarhat	21.03.2013	Book I, CD Volume 6, Pages from 4911 to 4926
		197		7.7725				
3	EDAM PROJECTS PVT LTD	2	5305	1.4350	01297/12	ADSR Rajarhat	24.12.2012	Book I, CD Volume 2, Pages from 10684 to 10712
		197		7.7725				
4	EGRESS CONSTRUCTIO N PVT. LTD	3	5366	2.55625	01294/12	ADSR Rajarhat	24.12.2012	Book I, CD Volume 2, Pages from 10591 to 10623
		6		7.4650				
5	IBEX BUILDCON PVT LTD	3	5367	2.55625	01294/12	ADSR Rajarhat	24.12.2012	Book I, CD Volume 2, Pages from 10591 to 10623
		6		7.4650				
6	WAVELET	3	5369	2.55625				

	INFRA PVT LTD	6		7.4650				
7	SHREYANSH CHANDAK	3	7380	2.55625	190415348 /2021	ARA - IV	24.11.2021	Book -I, Vol. No.1904- 2021, Page from 759894 to 759926
		6		7.4650				
<b>TOTAL AREA -</b>				<b>67.7075</b>				

**D.**

SL · N O	OWNER	DAG NO.	KHA TIAN NO.	AREA (IN DEC.)	DEED NO.	REGIST RY OFFICE	DATE OF DEED EXECUT ION	DEED DETAILS
1	Gopika Enclave Pvt Ltd	2	5397	5.8	03694/201 3	ADSR Rajarhat	21.03.2013	Book -I, CD Vol. No.6, Page from 48 to 62
2	Gopika Infrarealty Pvt Ltd	2	5398	5.8				
3	Gopika Heights Pvt Ltd	2	5399	5.8				
4	Gopika Housing Pvt Ltd	2	5400	5.8				
5	Gopika Realtors Pvt Ltd	2	5401	5.8				
6	Esparto Infraestate Pvt. Ltd.	3	5365	2.55625	01294/201 2	ADSR Rajarhat	24.12.2012	Book -I, CD Vol. No.2, Page from
		6		7.465				

7	IBEX BUILDERS PVT LTD	3	5368	2.55625			10591 to 10623
		6		7.465			
8	WAVELET INFRACON PVT LTD	3	5371	2.55625			
		6		7.465			
9	WAVELET INFRA TECH PVT LTD	3	5372	2.55625			
		6		7.465			
<b>TOTAL AREA -</b>				<b>69.09</b>			

E.

SL. NO	OWNER	LR DAG NO.	KHATI AN NO.	AREA (IN DEC.)	DEED NO.	REGISTR Y OFFICE	DATE OF DEED EXECUTION	DEED DETAILS
1	EPISTLE REALESTATE PVT LTD	2	5383	3.5466	00092/12, 1.	ADSR RAJARH AT	1. 26.11.12,	1. Boo k -I, CD Vol. No.1, Page from 1621 to 1632, 2. Book -I, CD Vol. No.2,
		201/46 84		1.935	00984/13, 2. 001 24/13,		2. 22.1.13,	
			3. 001 19/12,	3. 26.11.12,				
			4. 00122/12	4. 26.11.12,				
2	Edam Construction Pvt Ltd	2	5384	3.5466			5. 26.11.12, 6. 29.11.12, 7. 22.11.12 & 8. 14.12.12	

				5. 002 47/12 012/12 & 8. 00911/12			Page from 4208 to 4219, 3. Boo k -I, CD Vol. No.1, Page from 2210 to 2222, 4. Book -I, CD Vol. No.1, Page from 2141 to 2153, 5. Book -I, CD Vol. No.1, Page from 2183 to 2194, 6. Book -I, CD Vol. No.1, Page from 4814 to 4827, 7. Book -I, CD Vol. No.1, Page from 223 to 242
		201/46 84		1.935			

								& 8. Book - I, CD Vol. No.2, Page from 3864 to 3875
3	IBHANAN COMPLEX PVT. LTD.	199 200	5376	0.84 8.96875	1. 03933/13 & 2. 00286/13	ADSR RAJARH AT	1. 26.3. 13 & 2. 10.1. 13	1. I, CD Vol. No. 6, Pages from 4927 to 4939 & 2. I, CD Vol. No. 1, Pages from 4868 to 4883
4	IDIKA COMPLEX PVT. LTD.	199 200	5377	0.84 8.96875				
5	CYPRESS COMPLEX PVT. LTD.	199 200	5375	0.84 8.96875				
6	KATHAKUNJ CONCLAVE PVT. LTD.	199 200	5374	0.84 8.96875				

7	Edam Housing Pvt Ltd	2 199 201/46 84	5311	1.125 8.76 0.45	1. 14123/12, 2. 13765/12, 3. 13766/12 & 4. 14131/12	ADSR Bidhannagar	1. 16.11.12, 2. 30.10.12, 3. 30.10.12 & 4. 12.11.12	1. Book – I, CD Vol. 20, Pages from 536 to 549, 2. Book – I, CD Vol. 19, Pages from 8135 to 8156, 3. Book – I, CD Vol. 19, Pages from 8157 to 8177 & 4. Book – I, CD Vol. 20, Pages from 666 to 679
8	SHIV RATAN KARNANI	2 201/46 84	5385	3.5466 1.935	190414270/ 2021	ARA-IV	12.11.2021	Book -I, Vol. No.1523-2021, Page from 245279 to 245313
<b>TOTAL</b>				<b>66.01</b>				

**F.**

SL. NO	OWNER	LR DAG NO.	KHAT IAN NO.	AREA (IN DEC.)	DEED NO.	REGISTR Y OFFICE	DATE OF DEED	DEED DETAILS
--------	-------	------------	--------------	----------------	----------	------------------	--------------	--------------



				4.4				1. Book -I, CD Vol.
		2		6.06				No.18, Page
		199		6.06				from 4785 to
				2.5				4810, 2. Book
			5324		1.		1.	-I, CD Vol.
					12878/12,		08.10.12,	No.18, Page
					2.	ADSR	2.	from 4811 to
					12879/12,	Bidhannag	08.10.12,	4832, 3. Book
					3. 13229/12	ar	3.	-I, CD Vol.
					& 4.		12.10.12	No.18, Page
					13230/12		& 4.	from 11810
							16.10.12	to 11834 & 4.
								Book -I, CD
		201/4684		2.75				Vol. No.18,
								Page from
								12216 to
								12244
	EDAM	3		0.6125				Book -I, CD
	INFRATECH	6		1.825		ADSR		Vol. No.17,
2	LLP	197	5333	0.865	12572/12	Bidhannag	28.9.12	Page from
		203		2.345		ar		14901 to
								14919
								Book -I, Vol.
					152302996/	ADSR		No.1523-
					20	Rajarhat	13.3.20	2020, Page
		152	2917	1.64				from 134100
								to 134148
3	EPISTLE PROPERTIES	152	2917	9.82	152302996/ 20	ADSR Rajarhat	13.3.20	Book -I, Vol. No.1523-

	LLP							2020, Page from 134100 to 134148
4	IBEX ESTATES LLP	152	2917	9.82				
5	IBEX INFRATECH LLP	152	2917	9.82				
6	IBEX GARDEN LLP	203	5288	10.5338				
7	WHIPPET BUILDERS LLP	203	5298	10.5338	1. 01295/12 & 2. 10954/13	ADSR Rajarhat	1. 24.12.12 & 2. 11.9.13	1. Book -I, CD Vol. No.2, Page from 10624 to 10660 & 2. Book -I, CD Vol. No.16, Page from 4333 to 4349
8	EPISTLE BUILDERS LLP	203	5297	10.5338				
9	IBEX HOUSING LLP	203	5296	10.5338				
10	IDIKA INFRA LLP	2	5330	9.8725	1. 01173/13,			1. Book -I, CD Vol. No.2, Page from 13561 to 13573, 2. Book -I, CD Vol. No.8, Page from
11	IDIKA TOWER LLP	2	5327	9.8725	2. 05533/13, 3. 05534/13, 4. 00588/13 & 5. 00589/13	ADSR Rajarhat	1. 28.1.13, 2. 10.5.13, 3. 10.5.13, 4. 16.1.13 & 5. 16.1.13	1. Book -I, CD Vol. No.2, Page from 13561 to 13573, 2. Book -I, CD Vol. No.8, Page from 6808 to 6821,

								3. Book -I, CD Vol. No.8, Page from 6845 to 6857, 4. Book -I, CD Vol. No.2, Page from 1649 to 1660 & 5. Book -I, CD Vol. No.2, Page from 1661 to 1673
12	IDIKA BUILDCON LLP	201/4684	5405	9.4175	01174/13	ADSR Rajarhat	29.1.13	Book -I, CD Vol. No.2, Page from 7755 to 7766
13	IDIKA DEVELOPER S LLP	201/4684	5402	9.4175				
14	WAMIKA COMPLEX LLP	2	5390	12.045	1. 01170/13, 2. 01167/13 & 3. 01171/13	ADSR Rajarhat	1. 30.1.13, 2. 30.1.13 & 3. 30.1.13	1. Book -I, CD Vol. No.2, Page from 7692 to 7705, 2. Book -I, CD Vol. No.2, Page from 7565 to 7575 & 3. Book -I, CD

								Vol. No.2, Page from 7706 to 7719
15	WAMIKA BUILDERS LLP	196/4685	5345	9.5				1. Book -I, CD Vol. No.3, Page from 13656 to 13668, 2. Book -I, CD Vol. No.3, Page from 13669 to 13684 & 3. Book -I, CD Vol. No.4, Page from 3886 to 3898
16	WAMIKA ENCLAVE LLP	196/4685	5346	9.5	1. 02183/13, 2. 02184/13 & 3. 02494/13	ADSR Rajarhat	1. 13.2.13, 2. 13.2.13 & 3. 22.2.13	
17	WAMIKA INFRAPROJE CTS LLP.	198/4683	5360	5	03122/13	ADSR Rajarhat	06.03.13	Book -I, CD Vol. No.5, Page from 3189 to 3205
		2	7051	4.53235	1. 152310 378/19, 2. 152310 380/19, 3. 152314 605/19,	ADSR Rajarhat	1. 19.8.19 , 2. 19.8.19 , 3. 05.12.1 9	1. Book -I, Vol. No.1523- 2019, Page from 564317 to 564347, 2. Book -I,

					4. 152315 771/19 5. 152303 617/20		4. 20.12.1 9 5. 13.6.20	Vol. No.1523- 2019, Page from 564288 to 564316, 3. Book -I, Vol. No.1523- 2019, Page from 586721 to 586750, 4. Book -I, Vol. No.1523- 2020, Page from 11888 to 11912, 5. Book -I, Vol. No.1523- 2020, Page from 158436 to 158463.
18	WAMIKA TOWER LLP	2	5381	10.54	1. 03124/13 & 2. 03404/13	ADSR Rajarhat	1. 07.03.13 & 2. 14.3.13	1. Book -I, CD Vol. No.5, Page from 3220 to 3234 & 2. Book -I, CD Vol. No.5,

								Page from 9376 to 9392
19	VERMINEY PROMOTERS PRIVATE LIMITED	7	7077	6.5	152301253/ 20	ADSR Rajarhat	05.02.202 0	Book -I, Vol. No.1523- 2020, Page from 66226 to 66259
20	SUNDHUJA BUILDERS PRIVATE LIMITED	7	7078	6.5				
21	EESHVI HOMES PRIVATE LIMITED	198	7514	10.0421	190413029/ 2022	ARA- IV,Kolkata	10.08.202 2	Book No.1, Volume No. 1904-2022, Page from 830721 to 830747
			<b>TOTAL</b>					
			<b>L</b>	<b>242.4521</b>				

**G.**

SL. NO	OWNER	DAG NO.	KHA TIAN NO.	AREA	DEED NO.	REGISTR Y OFFICE	DATE OF DEED EXECU TION	DEED DETAILS
				( IN DEC.)				
1	AMOLIKA COMMERCE PRIVATE LIMITED	196/4685	6417	4.875	190406875/ 2017	ARA - IV	07.07.20 17	Book -I, Vol. No.1904-2017, Page from 257417 to 257444

				4.875	190406876/ 2017	ARA - IV	07.07.20 17	Book -I, Vol. No.1904-2017, Page from 257445 to 257472
	<b>TOTAL</b>			<b>9.75</b>				

H.

Land situate at Mouza Patharghata, Police station New Town (formerly Rajarhat), Additional District Sub-Registrar, Rajarhat. J.L. no 36, District 24 Parganas ( North)

SL. NO	OWNER	DAG NOS.	KHATIA N NOS.	AREA	DEED NO.	REGISTRY OFFICE	DATE OF DEED EXECUTION	DEED DETAILS
				( IN DEC.)				
1	DAYANIT A DEVELOP ERS PVT. LTD. & 11 OTHERS	2, 3, 6, 197, 198/4 683, 203 & 152	5492, 5489, 5484, 5485, 5486, 5479, 5487, 5488, 5490, 5491, 7307, 7314, 7309, 7315, 7316, 7308	109.4442	190302 565/21	A.R.A. - III Kolkata	02.03.2021	Book -I, Vol. No.1903- 2021, Page from 129377 to 129489

			& 2917				
	<b>TOTAL</b>			<b>109.4442</b>			

**I.**

SL. NO	OWNER	LR DA G NO.	KHATIA N NO.	AREA (IN DEC.)	DEED NO.	REGISTRY OFFICE	DATE OF DEED EXECUTION	DEED DETAILS
1	YOGADHIP A HIGHRISE LLP	198/4683	5347	10	1. 03123/1 3, 2. 03401/1	ADSR Rajarhat	1. 04.03.13, 2. 13.03.13, 3. 13.03.13, 4. 13.02.13 & 5. 14.3.13	1. Book -I, CD Vol. No.5, Page from 3206 to 3219, 2. Book -I, CD Vol. No.5, Page from 9295 to 9308, 3. Book -I, CD Vol. No.5, Page from 9280 to 9294, 4. Book -I, CD Vol.
2	IBEX PROPERTIE S LLP	198/4683	5348	10	3, 3. 03400/1 3, 4. 02185/1			
3	IDIKA CONSTRUCTION LLP	198/4683	5349	10	3 & 5. 03402/1 3			
4	WAMIKA	198/	5358	10				

	BUILDCON LLP	4683						No.3, Page from 13685 to 13699 & 5. Book -I, CD Vol. No.5, Page from 9341 to 9355
5	EDAM PROPERTIE S PVT. LTD.	2	5351	1.125	14123/1 2	ADSR Bidhannagar	16.11.12	Book -I, CD Vol. No.20, Page from 536 to 549
		198/ 4683		7.75	13764/1 2	ADSR Bidhannagar	02.11.12	Book -I, CD Vol. No.19, Page from 8120 to 8134
6	SHREE SALASAR PROPERTIE S AND FINANCE PVT. LTD.	199		9				Book -I, Vol. No.1904 -2021, Page from 325230 to 325266
		201/ 4684	7297	0.45	19040 6662/21	ARA IV KOLKATA	30.7.21	

7	SHANKAR BUSINESS CENTRE PRIVATE LIMITED	198/ 4683	7377	7.75	1904142 69/21	ARA IV KOLKATA	12.11.21	Book -I, Vol. No.1523- 2021, Page from 245279 to 245313
			TOTAL	66.075				

## J.

SL. NO	OWNER	LR DAG NO.	KHATIA N NO.	AREA (IN DEC.)	DEED NO.	REGISTRY OFFICE	DATE OF DEED EXECUTION	DEED DETAILS	
1	Epistle Projects Pvt Ltd	2	5325	4.4	1. 12878/12 , 2. 12879/12 , 3. 13229/12 & 4. 13230/12	ADSR Bidhanna gar	1. 08.10.1 2, 2. 08.10.1 2, 3. 12.10.1 2 & 4. 16.10.1 2	1. Book -I, CD Vol. No.18, Page from 4785 to 4810, 2. Book -I, CD Vol. No.18, Page from 4811 to 4832, 3. Book -I, CD Vol. No.18, Page from 11810 to 11834 & 4. Book -I, CD Vol. No.18, Page from	
		199		6.06					2.5
				6.06					
		201/4 684		2.75					

							12216 to 12244	
		3	5334	0.6125	12572/12	ADSR Bidhanna gar	28.9.12	Book -I, CD Vol. No.17, Page from 14901 to 14919
		6		1.825				
		197		0.865				
		203		2.345				
		152	2917	1.64	15230299 6/20	ADSR Rajarhat	13.3.20	Book -I, Vol. No.1523-2020, Page from 134100 to 134148
2	Epistle Infratech Pvt Ltd	2	5326	4.4	1. 12878/12 , 2. 12879/12 , 3. 13229/12 & 4. 13230/12	ADSR Bidhanna gar	1. 08.10.1 2, 2. 08.10.1 2, 3. 12.10.1 2 & 4. 16.10.1 2	1. Book -I, CD Vol. No.18, Page from 4785 to 4810, 2. Book -I, CD Vol. No.18, Page from 4811 to 4832, 3. Book -I, CD Vol. No.18, Page from 11810 to 11834 & 4. Book -I, CD Vol. No.18, Page from 12216 to 12244
		199		6.06				
				6.06				
				2.5				
		201/4 684		2.75				
		3	5335	0.6125	12572/12	ADSR Bidhanna	28.9.12	Book -I, CD Vol. No.17, Page
		6		1.825				

		197		0.865		gar		from 14901 to 14919	
		203		2.345					
		152	2917	1.64	15230299 6/20	ADSR Rajarhat	13.3.20	Book -I, Vol. No.1523-2020, Page from 134100 to 134148	
3	KATHAKU NJ BUILTECH PVT LTD	152	2917	9.82	15230299 6/20	ADSR Rajarhat	13.3.20	Book -I, Vol. No.1523-2020, Page from 134100 to 134148	
4	IBHANAN INFRASTR UCTURE PVT LTD	152	2917	9.81					
5	IBHANAN HOUSING PVT LTD	152	2917	9.81					
6	KATHAKU NJ PROPERTY PVT LTD	203	5292	10.5337	1. 01295/12	ADSR Rajarhat	1. 24.12.1	1. Book -I, CD Vol. No.2, Page from 10624 to 10660 & 2. Book -I, CD Vol. No.16, Page from 4333 to 4349	
7	IBEX TOWER PVT LTD	203	5291	10.5337	& 2. 10954/13				2 & 2. 11.9.13
8	IBHANAN CONCLAV	203	5300	10.5337					

	E PVT LTD							
9	IBHANAN TOWER Pvt Ltd	203	5295	10.5337				
10	VAGISHA DEVELOP ERS PRIVATE LIMITED	2	5328	9.8725	1. 01173/13 , 2. 05533/13 , 3. 05534/13 , 4. 00588/13 & 5. 00589/13	ADSR Rajarhat	1. 28.1.13, 2. 10.5.13, 3. 10.5.13, 4. 16.1.13 & 5. 16.1.13	1. Book -I, CD Vol. No.2, Page from 13561 to 13573, 2. Book - I, CD Vol. No.8, Page from 6808 to 6821, 3. Book - I, CD Vol. No.8, Page from 6845 to 6857, 4. Book - I, CD Vol. No.2, Page from 1649 to 1660 & 5. Book -I, CD Vol. No.2, Page from 1661 to 1673
11	VIGANHA RAN SHELTERS PRIVATE LIMITED	2	5329	9.8725				
12	VIGANHA RAN HOMES PRIVATE LIMITED	201/4 684	5404	9.4175	01174/13	ADSR Rajarhat	29.1.13	Book -I, CD Vol. No.2, Page from 7755 to 7766

13	VIGANHA RAN CONCLAV E PRIVATE LIMITED	201/4 684	5403	9.4175				
14	YOGADHI PA CONCLAV E PVT LTD	2	5389	12.045	1. 01170/13 , 2. 01167/13 & 3. 01171/13	ADSR Rajarhat	1. 30.1.13, 2. 30.1.13 & 3. 30.1.13	1. Book -I, CD Vol. No.2, Page from 7692 to 7705, 2. Book -I, CD Vol. No.2, Page from 7565 to 7575 & 3. Book -I, CD Vol. No.2, Page from 7706 to 7719
15	YOGADHI PA HOME PVT LTD	196/4 685	5343	9.5	1. 02183/13		1. 13.2.13,	1. Book -I, CD Vol. No.3, Page from 13656 to 13668, 2. Book - I, CD Vol. No.3, Page from 13669 to 13684 & 3. Book -I, CD Vol. No.4, Page from 3886 to 3898
16	YOGADHI PA ENCLAVE PRIVATE LIMITED	196/4 685	5344	9.5	, 2. 02184/13 & 3. 02494/13	ADSR Rajarhat	2. 13.2.13 & 3. 22.2.13	
17	BRAJA HOUSING PRIVATE	198/4 683	5359	5	03122/13	ADSR Rajarhat	06.03.1 3	Book -I, CD Vol. No.5, Page from

	LIMITED.							3189 to 3205
18	Braja Developers Private Limited	2	5380	10.54	1. 03124/13 & 2. 03404/13	ADSR Rajarhat	1. 07.03.1 3 & 2. 14.3.13	1. Book -I, CD Vol. No.5, Page from 3220 to 3234 & 2. Book -I, CD Vol. No.5, Page from 9376 to 9392
			<b>TOTAL</b>	<b>214.85</b>				

**THE SECOND SCHEDULE ABOVE**

**REFERRED TO:**

**Part -I**

**(APARTMENT)**

All That the Apartment No. \_\_\_\_\_ on the \_\_\_\_\_ floor in Tower No. \_\_\_\_\_ of the Building being constructed on the Land as a part of the Project, having a Carpet Area of \_\_\_\_\_ sq.ft. more or less, with the respective areas of the Balcony/Verandah, Open Terrace (if any) and Store , if any, being respectively \_\_\_\_\_ sq.ft. more or less, \_\_\_\_\_ sq.ft more or less and \_\_\_\_\_ sq.ft. more or less, thus aggregating to a Built-up Area of \_\_\_\_\_ sq.ft. more or less.

For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Allottee, the chargeable area shall be the sum total of the Built up Area and Proportionate Common Area which comes to \_\_\_\_\_ square feet more or less (super built up area)

**Part - II**  
**(CAR PARKING SPACE)**

All That the \_\_\_\_\_ (\_\_\_\_\_) number(s) of [covered/open/stacked/mechanised] space(s) at the Building/Tower on the Land, as earmarked, identified and designated by the Promoter for the parking of private medium sized car(s) owned by the Allottee within such space.

**Part -III**

**PLAN**

**Part -IV**  
**(SAID APPLICATION)**

Allottee has applied for the said unit being Apartment no. \_\_\_\_\_, vide application No. \_\_\_\_\_ dated \_\_\_\_\_

**Part -V**  
**(SAID ALLOTMENT)**

Provisional Allotment Letter dated \_\_\_\_\_ issued in favour of the Allottee/Allottees

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**(Common Areas and Installations)**

1. The said Land
2. Driveway
3. Security Room
4. Entrance lobbies
5. Staircases and such other commons areas earmarked for Common use
6. Common toilets in the ground floor or in other area in the building
7. Electrical Meter rooms
8. Overhead Water Tank
9. Underground Water Reservoir
10. Staircase Overhead

11. Lift Machine Rooms
12. Lifts
13. DG Generator sets and control panels for optimum Power Backup for common area as well as flats
14. Surveillance facility with CCTV on ground floor common areas
15. Fire-fighting system
16. Evacuation points and refuge platforms for resident's safety
17. Sports Arena
18. Banquet
19. Meeting Pods
20. Fitness Centre
21. Indoor Games
22. Wellness Centre
23. Changing Rooms
24. Guest Rooms

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**(Common Expenses)**

1. **MAINTENANCE: (Both periodical and annual)** All costs and expenses of maintaining repairing redecorating and renewing (including Painting) etc., of the main structure and in particular gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the said Project and enjoyed or used by the allottees in common with each other, main entrance and exit gates, landings and staircases of the said Project and enjoyed by the allottees in common as aforesaid and the boundary walls of the premises, compounds, Shared Infrastructure etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the said Project so enjoyed or used by the allottees in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.

2. **OPERATIONAL:** All expenses (including AMCs) for running and operating all machines equipments and installations comprised in the Common Areas and Installations (including, Lifts, Water Pump with Motor, Generator, Fire Fighting Equipments and accessories, CCTV, Security Systems, Façade Lighting, BMU, Bus Riser, Deep Tube Well, STP, WTP, Reverse Osmosis Plant, Aviation Light, Back up/ Emergency Lighting (UPS and Inverter), BMS Lighting, Accessories, BMU, Access Control Devices, RFID & Biometric Machines and Shared Infrastructure together with other Equipments and accessories in or for the Club Meraki or the air-conditioned hall etc., if and as applicable) and also the costs of repairing, renovating and replacing the same.
3. **STAFF:** The salaries of and all other expenses of the outsourced and/or pay roll staffs to be employed to operate and maintain the common including salaries/ contractual payments for cleaning staff, F & B staff, operators for the WTP, STP, façade maintenance, Fireman and staff for the club and for common purposes (viz. security, electrician, maintenance person(s), caretaker, plumber, administration person(s), accountant, clerk, gardeners, sweepers, liftmen etc.) including their annual perks.
4. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings, (if levied) in respect of the common areas of the said Project (save those assessed separately in respect of any independent unit).
5. **INSURANCE:** Insurance premium, if incurred for insurance of the said Project, and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
6. **COMMON UTILITIES:** Expenses for serving / supply of common facilities and utilities and all charges incidental thereto.
7. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.

8. **OTHERS:** All other expenses and/or outgoings as are incurred by the Maintenance In-charge for the common purposes..

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

**(Easements)**

1. The Allottee shall be entitled to all rights privileges vertical and lateral easements quasi-easements appendages and appurtenances whatsoever belonging to or in any way appertaining to the said Unit as usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto **Excepting And Reserving** unto the Promoter and/or the other occupiers of the said Project and the Maintenance In- Charge the rights easements quasi easements privileges and appurtenances hereinafter morefully and particularly setforth in the **Sixth Schedule** hereto and also elsewhere herein contained.
2. The right of access and way in common with the Promoter and/or other occupiers of the said Project at all times and for all normal lawful purposes connected with the use and enjoyment of the common areas and installations.
3. The right of way in common as aforesaid at all times and for all purposes connected with reasonable use and enjoyment of the said Unit **Provided Always** and it is hereby declared that nothing herein contained shall permit the Allottee or any person deriving title under him or his servants agents and invitees to obstruct in any way by vehicles, deposit of materials rubbish or otherwise the free passage of other person or persons including the Promoter and/or other occupiers of the said Project and the Maintenance In-charge entitled to such way as aforesaid.
4. The right of protection of the said Unit by and from all parts of the said

Project so far as they now protect the same.

5. The right of flow in common as aforesaid of electricity water and waste or soil from and to the said Unit through pipes drains wires and conduits lying or being in under through or over the other parts of the said Project so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the said Unit.
  
6. The right of the Allottee with or without workmen and necessary materials to enter from time to time upon the other parts of the Project for the purpose of rebuilding, repairing, replacing or cleaning so far as may be necessary such pipes drains wires and conduits as aforesaid and also for the purpose of rebuilding, repairing, replacing or cleaning any part or parts of the Project and the Common Areas and Installations insofar as such rebuilding repairing replacing or cleaning 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 his intention so to enter to the Promoter and/or Maintenance- In-Charge and/or the occupier affected thereby.

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**

**(Easements excepted out of the sale and reserved for the Promoter and persons deriving title through or under the Promoter)**

The undermentioned rights easements quasi easements and privileges appertaining to the Project shall be excepted and reserved for the Promoter and/or the Maintenance In-charge and/or the other occupiers of the Project:

1. The right of access and way in common with the Allottee and/or other person or persons entitled to the other part or parts of the Project at all times and for all purposes connected with the use and enjoyment of the common areas installations and facilities.

2. The right of flow in common with the Allottee and other person or persons as aforesaid of electricity water and waste or soil from and to any part (other than the said Unit) of the other part or parts of the Project through pipes drains wires conduits lying or being in under through or over the said Unit, Shared Infrastructure and all other parts of the Project as far as may be reasonably necessary for the beneficial use occupation and enjoyment of other part or parts of the Project subject to the other provisions elsewhere herein contained.
3. The right of protection of other part or parts of the Project by all parts of the said Unit so far as they now protect the same.
4. The right as might otherwise become vested in the Allottee 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.
5. The right with or without workmen and necessary materials to enter from time to time upon the said Unit for the purpose of rebuilding, repairing, replacing or cleaning so far as may be necessary such pipes drains wires and conduits as aforesaid provided always that except in emergency situation the Promoter, the Maintenance-In-Charge and the occupiers of other part or parts of the Project shall give to the Allottee a prior forty- eight hours written notice of its or their intention for such entry as aforesaid.

**RECEIPT AND MEMO OF  
CONSIDERATION**

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

**MEMO OF CONSIDERATION:**

(i)	By and out of several cheques drawn by the allottee in favour of the promoter	
	<b>TOTAL</b>	

(Rupees \_\_\_\_\_) only

**Witness:**

## Annexure "B"

1. As a matter of necessity, the ownership and enjoyment of the Units by Allottees shall be consistent with the rights and interest of all the other Allottees and in using and enjoying their respective units and the Common Areas and Installations, each of the Allottees shall be bound and obliged to follow the House Rules mentioned in the Sale Agreement and the following:
  - (a) to co-operate with the Maintenance In-charge in the management and maintenance of the said Project and the common purposes;
  - (b) to observe, fulfill and perform the rules, regulations and restrictions from time to time in force for the quiet and peaceful use, enjoyment and management of the said Project and in particular the Common Areas and Installations, and other common purposes, as may be made and/or framed by the Promoter and/or the Maintenance Company, as the case may be;
  - (c) to allow the Maintenance In-charge and its authorised representatives with or without workmen to enter into their units at all reasonable times for want of repairs and maintenance of 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 their units within seven days of giving of a notice in writing by the Maintenance In-charge thereabout unless the circumstances warrant otherwise;
  - (d) to use their respective Units (and utility rooms etc., if any) only for the private dwelling and residence in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering

Centre, Hobby Centre or any commercial, manufacturing or processing work etc.) whatsoever without the consent in writing of the Promoter first had and obtained it being expressly agreed that such restriction on the Allottees shall also be equally applicable to the Promoter.

- (e) not to use the ultimate roof of the Building or the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Allottees.
- (f) to use the Common Areas and Installations only to the extent required for ingress to and egress from their respective units of men and materials and passage of utilities and facilities.
- (g) to keep the common areas, open spaces, paths, roofs, passages, staircases, lobbies, landings etc., in the said Project free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things therein or thereat or in any other common areas of the said Project.
- (h) not to claim any right whatsoever or howsoever over any unit or portion in the said Project save their respective units.
- (i) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Apartment save decent nameplates outside the main gates of their respective units. It is hereby expressly made clear that in no event any Allottee shall open out any additional window or any other apparatus protruding outside the exterior of his Unit.
- (j) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the

said Project or may cause any increase in the premia payable in respect thereof.

- (k) not to alter the outer elevation of the Building or any part thereof nor decorate the exterior of the Apartment or the said 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.
- (l) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof/s, staircases, lobbies, landings, pathways, passages or in any other Common Areas and Installations nor into lavatories, cisterns, water or soil pipes serving the Apartment nor allow or permit any other person to do so.
- (m) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the said Project.
- (n) To keep their respective units and party walls, sewers, drains pipes (including Balcony drainage), cables, wires, 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 and keep habitable the other units/parts of the said Project. In particular and without prejudice to the generality to the foregoing, the Allottees shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (o) not to let out transfer or part with the possession of the parking spaces allotted and/or granted to them independent of the flats / apartments sold to them nor vice versa, with the only exception being that they

shall be entitled to let out transfer or part with possession of their parking spaces independent of their flats / apartments to any other allottee of flat / apartment in the Tower Building and none else.

- (p) In the event any Allottee has been allotted any car parking space within the said Premises, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
- i. The Allottee shall use such Parking Space only for the purpose of parking of a motor car within the allotted demarcated space and for no other purpose whatsoever;
  - ii. The Allottee shall not be entitled to sell transfer or assign such parking space or allow or permit any one to park car or other vehicle at such Parking Space as tenant, lessee, caretaker, licensee or otherwise or part with possession of such Parking Space, independent of his/her/its apartment, to any person with the only exception being that he/she/it shall be entitled to let out transfer or part with possession of the same independent of apartment to any other allottee of apartment in the Project and none else;
  - iii. The Allottee shall not make any construction of any nature whatsoever in or around such Parking Space or any part thereof nor cover such parking space by erecting walls / barricades etc. of any nature whatsoever;
  - iv. The Allottee shall not park nor allow or permit anyone to park motor car or any other vehicle nor shall claim any right of parking motor car or any other vehicle in or at the driveways pathways or passages within the said Project or any other portion of the said Project save at the allotted Parking Space;

- v. The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Maintenance Company with regard to the user and maintenance of the parking spaces in the said Buildings and the said premises.
- (q) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such Parking Space, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter with regard thereto
2. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7<sup>th</sup> day of the month for which the same be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Maintenance In-charge. The bills and demands for the amounts payable by the Allottee shall be deemed to have been served upon them, in case the same are left in their respective units or in the respective letter boxes.
  3. It is expressly clarified that the maintenance charges do not include costs charges expenses on account of major repairs, replacements, renovations, repainting of the main structure and façade of the Building, the Common Areas and Installations etc. and the same shall be shared by and between the Allottee and the other allottees proportionately. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and Installations and any non-user or non-requirement thereof shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the proportionate share of the common expenses by the Allottee.

4. In the event of any of the Allottees failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by them as aforesaid and/or in observing and performing their covenants terms and conditions hereunder, then without prejudice to the other remedies available to the Maintenance In-charge against the defaulting Allottee, such defaulting Allottee shall be liable to pay to the Maintenance In-charge interest at the rate of 2% ( percent) per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to after giving 21 days prior written notice to the Allottee to remedy the default:
- (i) disconnect the supply of electricity to the unit of the defaulting Allottee;
  - (ii) withhold and stop all other utilities and facilities (including generator etc.) to the defaulting Allottee and his / her / its / their employees, servants, visitors, guests, tenants, licensees and/or his/ her / its / their unit;
  - (iii) to demand and directly realise rent and/or other amounts becoming payable to the defaulting Allottee by the tenants or licensees or other occupant in respect of the unit of the defaulting Allottee.
  - (iv) to display the name of the Allottee as a defaulter on the notice board of the Project.

4.1 It is also agreed and clarified that in case any allottee (not necessarily being the Allottee herein) fails to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or other amounts and as a result there be disconnection / discontinuity of services etc. (including disconnection of electricity, etc.), then the Allottee shall not hold the Promoter or the Maintenance In-charge responsible for the same in any manner whatsoever.

.....  
This Deed is subject to further additional terms and conditions as agreed.

PS Vinayak Heights LLP  
*Umesh Uyel*  
Authorized Signatory

PS Vinayak Heights LLP  
*Pranav Uyel*  
Authorized Signatory

*Umesh Uyel*