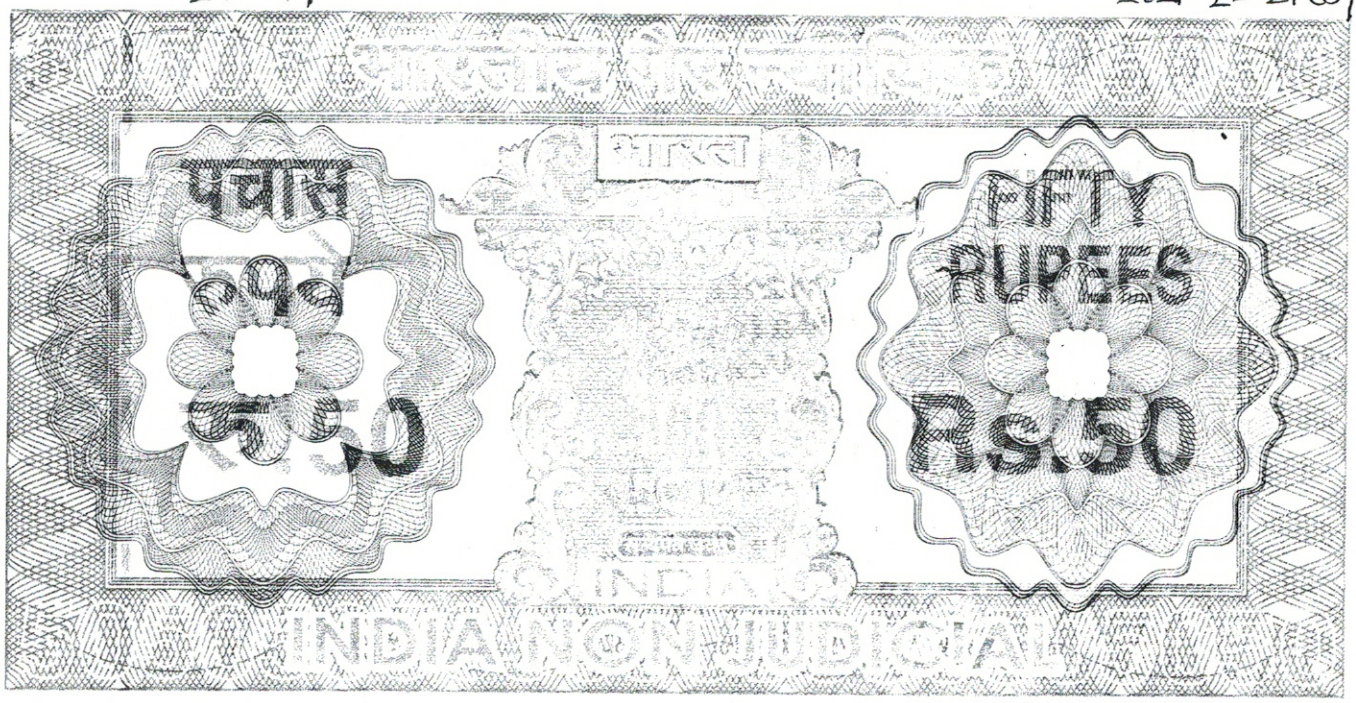
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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

W 527786

Q-0-338742/18

Deed of Conveyance (this "**Deed**") is made at Kolkata on this 06th day of March Two Thousand and Eighteen (2018):

1. **BATA INDIA LIMITED**, a company incorporated under the Companies Act, 1956having its registered office at 6A, S.N. Banerjee Road, P.O.- Dharmatala, P.S.- New Market, Kolkata 700 013, West Bengal, having PAN No. **AABCB1043Q**, represented by **MR. TAPAS KUMAR TRIPATHI,** Son of Mr. Tapan Kumar Tripathi, by Faith -Hindu, by Occupation – Service, by Nationality - Indian, residing at 225C, A.J.C. Bose Road, 4th floor, P.O.- Circus Avenue, P.S.- Ballygunge, Kolkata – 700020, West Bengal, having personal PAN No. **ADXPT3780E**, as authorised signatory duly authorised vide board resolution dated 13.02.2018, of **RIVERBANK DEVELOPERS PRIVATE LIMITED**, a constituted power of attorney holder by virtue of a registered Development Agreement dated April 28, 2010, being No. 3971, recorded in Book No. I, CD Volume No. 14 Pages from 1030 to 1087 for the year 2010, registered with the office of the District Sub Registrar – II, South 24 Parganas, West Bengal (hereinafter referred to as "**BIL**" or "**OWNER**", which expression shall unless excluded by the context or meaning thereof, be deemed to include its nominees, successors and assigns) of the **FIRST PART**

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Certified that the document is admitted to registration. The Signature sheet and the endorsement sheets attached with this document are the part of this document.

Addl. District Sub-Registrar
Behala, South 24 Parganas

08 MAR 2018

141717

Sl. No. .....Sold to..... .....

Address..... .....

A. K. Maity
Licensed Stamp Vendor
10, Old Post Office Street
Kolkata - 700001
Rs. 50/- (Rupees Fifty) only
Issue Date:....., Sign.....

27 FEB 2018

(Tapas Kumar Tripathi)

-- 7334

Riverbank Developers Private Limited
Constituted Attorney of Bata India Limited

Authorized Signatory

OFFICE OF THE ADDL. DISTRICT SUB-REGISTRAR
BEHALA

-- 7334

Riverbank Developers Private Limited

Authorized Signatory

A.D.S.R. Behala

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Dist.- South 24 Pgs.

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AND

2. **RIVERBANK DEVELOPERS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at 225C, A.J.C. Bose Road, 4th floor, P.O.- Circus Avenue, P.S.- Ballygunge, Kolkata – 700 020, West Bengal, having PAN No. **AADCR7997K**, represented by its authorized signatory **MR. TAPAS KUMAR TRIPATHI,** son of Mr. Tapan Kumar Tripathi, by Faith - Hindu, by Occupation – Service, by Nationality - Indian, residing at 225C, A.J.C. Bose Road, 4th floor, P.O.- Circus Avenue, P.S.- Ballygunge, Kolkata – 700020, West Bengal, having personal PAN No.**ADXPT3780E**, as authorised signatory duly authorised vide board resolution dated 13.02.2018 hereinafter referred to as "**RDPL**" or "**DEVELOPER**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its nominees, successors and assigns) of the **SECOND PART**;

AND

3. **Mr. Kalyanmoy Deb**, son of Late Kumud Chandra Deb, aged 56 years, by nationality Indian, having his permanent residence at 4288, Indian Glen Dr. Okemos, Michigan 48864, USA and having **PAN No. ABHPD2161K**

AND

Mrs. Debjani Deb alias **Mrs. Debjani Sarkar**, wife of Mr. Kalyanmoy Deb, aged 50 years, by nationality Indian, having her permanent residence at 4288, Indian Glen Dr. Okemos, Michigan 48864, USA and having **PAN No. AUXPD4432G**

Hereinafter jointly referred to as the "**PURCHASERS**", (which expression shall unless excluded by the context or otherwise, include their heirs, executors, legal representatives, and assigns) of the **THIRD PART**.

BIL, RDPL and the Purchaser(s) are individually referred to as a "**Party**" and collectively referred to as "**Parties**".

WHEREAS:

A. Bata India Limited (formerly known as Bata Shoe Company Limited) the Owner herein, was seized and possessed of ALL THAT piece and parcel of land admeasuring about 309 Acre (Entire Land"), be the same a little more or less comprised in several dags at Mouza Nangi, Jagtala and Bangla within the District of South 24 Parganas out of which land, it was utilizing an area admeasuring about 47 Acre ("Retained Land") by operating a factory thereat.

B. The said Bata India Limited ("**BIL**"), the Owner herein entered into a joint venture agreement on January 14, 2005 ("**JVA**") with Calcutta Metropolitan Group Limited ("**CMGL**"), in terms whereof *inter alia* it was decided mutually that a joint venture company will be incorporated to undertake the development of an area admeasuring about 262 Acre (**"Total Land"**) which was in excess of the 47 Acre already in use by the said Owner herein as a factory.

C. In pursuance of the JVA as aforesaid, a joint venture company with the name of Riverbank Holdings Private Limited ("**RHPL**") was incorporated which received its certificate of incorporation on February 18, 2005.

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– 7335

- Kalyanmay Deb

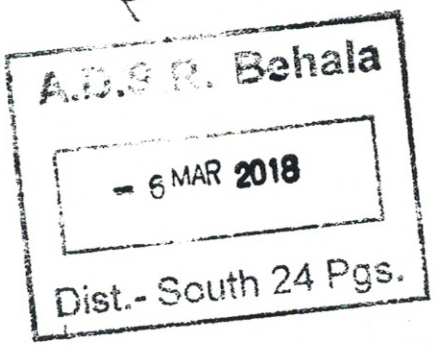


– 7336

- Debjani Sarkar



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Identified by
Pulak Halder

2, Crawford Place
Kol - 1

D. By an application dated January 25, 2006 BIL sought permission from the Government of West Bengal, Department of Land & Land Reforms for undertaking re-development of 47 Acre of the Retained Land and also to allow it to hold, develop a comprehensive township through RHPL and dispose of 262 Acre of the balance/excess Total Land held by it u/s. 6 (3) of the West Bengal Estate Acquisition Act, 1953.

E. In response to the application as aforesaid, the Government of West Bengal in exercise of the powers u/s. 14Z of the West Bengal and Reforms Act, 1955 by its order through the Memo No. 1063-LR/3M-130/05/GE (M) dated April 6, 2006 (**"Order"**) permitted BIL to hold the said balance/excess Total Land and allowed it to carry out development thereof as a township through RHPL or any other company or organisation as may be nominated by RHPL.

F. In pursuance to the object specified in the JVA dated January, 14, 2005, BIL and CMGL along with its jointly promoted Company RHPL entered into a tripartite agreement dated May 18, 2006 to reflect the understanding between the parties thereto in relation to the development of the Total Land and to clearly demarcate the respective rights and obligations in respect thereof. To further the spirit of the tripartite agreement, BIL as the sole owner entered into a development agreement dated December 18, 2006 with RHPL as the developer, which was since promoted to lay down the immediate procedure, terms, conditions and describe the understanding between the parties thereto in relation to the development of the Total Land by RHPL.

G. RHPL was also accorded the status of a co-developer by the Government of India, Ministry of Commerce and Industry, Department of Commerce (SEZ Section) by an approval dated November, 13, 2006 bearing reference No. F.2/221/2006-SEZ under the provisions of the Special Economic Zones Act, 2005 to develop an Information Technology SEZ over an area of about 25 Acre within the Total Land of 262 Acre. Pursuant thereto, it was mutually decided to incorporate a new company which will deal with the development of township over 237 Acre and RHPL will focus in developing the IT SEZ over 25 Acre (**"RHPL Land"**). Accordingly, BIL and CMGL co-promoted a company with the name of Riverbank Developers Private Limited, the Developer herein (hereinafter referred to as **"the Developer"**) on October 25, 2007. By a deed of Novation and Assignment dated December 8, 2007 RHPL assigned and novated development rights over 237 Acres out of the Total Land to RDPL, the Developer herein for undertaking development therein.

H. The Order dated April 6, 2006 stipulated a condition that 13.20 Acre land must be transferred to the Government of West Bengal, in fulfillment whereof, BIL, by two several registered deeds of gift, both dated January 21, 2010, gifted and transferred in favour of the Governor of the State of West Bengal, two separate identified and demarcated portions of the Total Land respectively admeasuring 8.70 (eight point seven) acres and 4.50 (four point five) acres (collectively the **"Gifted Land"**).

I. In pursuance of the aforesaid the area in respect whereof RDPL had developments rights for undertaking the development of township project stood varied to 223.80 Acre (hereinafter referred to as **"RDPL Land"**).

J. On April 28, 2010, BIL, RHPL, RDPL and CMGL entered into a Development Agreement which varied the terms of the first development agreement and set out the revised terms agreed to by and between the parties for the development of the project on the RDPL Land and RHPL Land collectively admeasuring about 248.80 Acre (i.e. sum of 223.80 Acre and 25 Acre) in accordance with the terms of the Order. This Agreement replaced the entire understanding between the all

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A.D.S.R. Behala

6 MAR 2018

Dist.- South 24 Pgs.

parties as contained in the JVA, Tripartite Agreement, First Development Agreement and the Novation and Assignment Agreement. This Agreement was registered with the District Sub-Registrar-II, Alipore, South 24 Parganas in Book No. I, CD volume No. 14, pages 1030 to 1087, being No. 03971 for the year 2010, ("**Development Agreement**"). The said Development Agreement is valid and subsisting as on date.

K. Subsequently, BIL and the Governor of the State of West Bengal, by mutual consent, revoked and cancelled the gift deeds for the Gifted Land through 2 (two) deeds of cancellation of gift, both dated January 9, 2012 and registered with the District Sub-Registrar-II, Alipore, South 24 Parganas in book No. I, CD volume No. 1, pages 3602 to 3612, being No. 00221 for the year 2012 and the District Sub-Registrar-II, Alipore, South 24 Parganas in book No. I, CD volume No. 1, pages 3591 to 3601, being No. 00220 for the year 2012, respectively.

L. Upon cancellation of the gifts as aforesaid, the right, title, interest and possession of the said Gifted Land vested back in favour of BIL, the Owner. On December 5, 2013, BIL, RHPL, RDPL and CMGL modified and/or supplemented the Development Agreement dated April 28, 2010 by causing execution of an Addendum thereto which was duly registered with the office of the District Sub-Registrar-II, Alipore, South 24 Parganas in book No. I, CD volume No. 22, pages 9476 to 9498, being No. 12832 for the year 2013 whereby BIL, the Owner granted exclusive development rights in relation to the said Gifted Land in favour of RDPL and the parties thereto agreed and declared that the said Gifted Land shall be deemed to form part of RDPL Land and all authorities in connection thereto as conferred unto RDPL through the Development Agreement shall *mutatis mutandis* be applicable in respect of the Gifted Land as well.

M. BIL applied with the Government of India, Ministry of Commerce and Industry to de-notify the SEZ status of the RHPL Land, to which by a letter dated June 21, 2010, the Government of India granted approval for de-notification of the said RHPL Land, which thus became free for development other than an SEZ.

N. A scheme of Amalgamation was filed which has been duly approved by Hon'ble High Court at Calcutta in Company Petition No. 458 of 2013 and wherein by its order dated September 9, 2014, RHPL has been merged with RDPL with effect therefrom. Accordingly, by virtue of aforesaid merger, development rights with regard to entire Total Land which inter alia include RHPL Land stood vested with RDPL.

O. Accordingly, RDPL, the Developer herein became entitled to develop an integrated modern township under the name and style of 'Calcutta Riverside' on the Total Land, as more particularly described in the Development Agreement ("**Township**").

P. RDPL has demarcated a portion of the Total Land within the Township admeasuring an area of 13.43 acres equivalent to 1343 (One Thousand Three Hundred Forty Three) Decimal, (hereinafter referred to as the said **"Land comprising Elgin and Hiland Greens II"**), morefully and particularly described in Part A of the First Schedule written hereunder, for construction and development of a residential project in the name and style of "**ELGIN and HILAND GREENS II**" (hereinafter referred to as the "**Residential Project**"). With a plan to build smart homes in the name and style of **ELGIN** within the said Residential project comprising 2 (two) G+14 storied towers/buildings (hereinafter referred to singularly as **"Said Tower" or "Said Tower 1" or "Said Tower 2"** as appropriate and jointly as **"Said Towers"**) and each such tower/building comprising several residential apartments, RDPL earmarked an area admeasuring about 0.51 acres equivalent to 51 (Fifty One) Decimal within the said Land comprising Elgin and Hiland

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Greens – II (hereinafter referred to as the "**Said Land**" comprising Elgin), morefully and particularly described in Part B of the First Schedule written hereunder, delineated and demarcated in Annexure A.

Q. The Developer caused a map/plan for the development and construction of the Said Towers within the said Residential Project on the said Land comprising Elgin and Hiland Greens II duly sanctioned by the Maheshtala Municipality, bearing No. III-B/MM/BLDG/2/578/2007/SP/BP dated 22/8/2006, (hereinafter referred to as "**Sanctioned Plan**"), whereby RDPL became entitled to construct and erect the said Residential Project on the said Land comprising Elgin and Hiland Greens II and in accordance thereof the Said Towers in the name and style of **ELGIN** upon the Said Land earmarked therefor has been constructed. By a Memo bearing reference No. 769/III-B/MM/578/W-27&28/2006 dated 02/01/2017 the Maheshtala Municipality granted Occupancy Certificate under Rule 34 (2) of the Building Rules under the West Bengal Municipal Act, 1993 in respect of the Said Towers.

R. The Purchaser(s) had applied for purchase of the Apartment No. **B4** on the **10th floor** of the Said Tower **I** admeasuring of **1305** square feet super built up area (hereinafter referred to as "**Said Apartment**"), more specifically described in Part I of the Second Schedule hereto and delineated and demarcated in Annexure B and right to use 1 (one) number of parking space (hereinafter referred to as "**Parking Space**"), more specifically described in Part II of the Second Schedule. Pursuant to such application, RDPL had agreed to allot and allotted the Said Apartment to the Purchaser(s), on the terms and conditions contained in the provisional allotment letter bearing No. CALCUTTARIVERSIDE/ELGIN/ALLOTMENT/ELGIN PHASE 1/T1-10B4 dated 04.10.2010 and subsequently amended as allotment letter bearing No. CALCUTTARIVERSIDE/ ALLOTMENT/ELGIN/PHASE I/TI/10B4/AMENDMENT1 dated 19.11.2010 including any prior and/or subsequent amendments/modifications/variations made thereto from time to time ("**Allotment Letter**") and the General Terms and Conditions accepted and duly signed by the Purchaser(s) ("**GTC**").

S. The Developer has already completed construction of the Said Apartment and the Said Towers in all respect and accordingly RDPL has issued possession notice dated 01.08.2016 to the Purchaser and the Purchaser(s) being in compliance with the provisions of the Allotment Letter and GTC and paying all due amounts with respect to the Said Apartment in accordance with the terms of the Allotment Letter and GTC, requested the Developer to execute this deed of conveyance in favor of the Purchaser(s) and to deliver the vacant and peaceful possession of the Said Apartment in the Said Tower.

T. On or before execution of this deed of conveyance, the Purchaser(s) has examined or caused to be examined the following and the Purchaser(s) has fully satisfied himself as to:

a) the Owner's and the Developer's rights, title and interest in respect of the Said Land and/or the Said Towers;
b) the area and other dimensions and specifications of the Said Apartment and Properties Appurtenant Thereto;
c) the Sanctioned Plan;
d) the workmanship and materials used in construction of the said Residential Project;
e) the areas reserved as Common Parts, Amenities and Shared Facilities between the Residential Project i.e. Elgin & Hiland Greens II that are available for use and enjoyment in common with other Buyer(s) / Occupier(s) in the Residential Project;

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f) the terms, conditions, covenants, stipulations, restrictions, reservations, and obligations, subject to which this deed is being executed with regard to the Said Apartment and Properties Appurtenant Thereto together with the right to use the vehicle parking space, if any;

and the Purchaser(s) has further agreed, represented and undertaken not to raise any objection, demand and / or, claim for compensation and / or damage in respect thereof in any manner or on any ground whatsoever or howsoever.

U. Based on the representation and other covenants by the Purchaser(s), the Owner and Developer and at the request of the Purchaser(s) the Developer along with the Owner execute this deed of conveyance in favour of the Purchaser(s) subject to the terms and conditions as setforth herein.

NOW THEREFORE THIS DEED OF CONVEYANCE WITNESSES AS FOLLOWS :

I. DEFINITIONS & INTERPRETATION

a) Definitions

In addition to terms as separately defined in this Deed including recital of this Deed, following terms words and expressions shall, and unless the context otherwise requires, have the respective meaning assigned to them herein :

"**Access Road**" shall have the meaning ascribed to such term in Clause II and delineated and demarcated as such in the map annexed herewith as Annexure – C;

"**Allotment Letter**" shall have the meaning ascribed to such term in Recital R;

"**Association**" shall have the meaning ascribed to such term in Clause V (a);

"**CMGL**" shall mean Calcutta Metropolitan Group Limited and having its CIN U67120WB1999PLC089581;

"**Co-Owners" or Co-Occupiers**" shall mean the person who is owning and / or occupying any apartment or other type of units within the Said Tower, Residential Project or Township, as the case may be;

"**Common Areas and Facilities**" shall mean all common areas and facilities within the Said Towers or any other tower / building within the Residential Project which is for the common use of the Co-Owners and / or Co-Occupiers of Said Towers and / or such other tower / building, as the case may be, and which is morefully and particularly described in the Part – I of the Third Schedule written hereunder;

"**Common Charges and Expenses**" shall mean the cost, expenses and charges related to maintenance, management, upkeep of the Common Areas and Facilities of the Said Towers and / or any other tower within the Residential Project and Common Parts, Amenities and Shared Facilities between the Residential Project i.e. Elgin & Hiland Greens II including but limited to the expenses listed out in Part I of the Fourth Schedule written hereunder and which needs to be shared proportionately between the Co-Owners / Co-Occupiers of the Residential Project;

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"**Common Parts, Amenities and Shared Facilities between the Residential Project i.e. Elgin & Hiland Greens II**" shall mean the common areas, facilities, equipments etc., within the Residential Project and also those which shall be shared in common with the Hiland Greens II Project and those which are for the common use of the Co-Owners and / or Co-Occupiers of the Residential Project and which are morefully and particularly described in the Part – II of the Third Schedule but does not include Common Areas and Facilities;

"**Corpus Deposit**" shall have the meaning ascribed to such term in Clause V (e).

"**Development Agreement**" shall have the meaning ascribed to such term in Recital J;

"**Gifted Land**" shall have the meaning ascribed to such term in Recital H;

"**GTC**" shall have the meaning ascribed to such term in Recital R;

"**Handover Date**" shall have the meaning ascribed to such term in Clause V (d);

"**JVA**" shall have the meaning ascribed to such term in Recital B;

"**Order**" shall have the meaning ascribed to such term in Recital E;

"**Outgoings**" shall have the meaning ascribed to such term in Clause IV (h);

"**Parking Space**" shall have the meaning ascribed to such term in Recital R and which is morefully and particularly described in the Part – II of the Second Schedule;

"**Possession Date**" shall have the meaning ascribed to such term in Clause III (e);

"**Property Management Agency**" or "**PMA**" shall have the meaning ascribed to such term in Clause V (i);

"**RDPL Land**" shall have the meaning ascribed to such term in Recital I;

"**Residential Project**" shall have the meaning ascribed to such term in Recital P;

"**RHPL**" shall mean Riverbank Holdings Private Limited and having its CIN No. U45201WB2005PTC101773;

"**Said Apartment**" shall have the meaning ascribed to such term in Recital R and which is morefully and particularly described in the Part – I of the Second Schedule and delineated and demarcated in the map annexed herewith as Annexure - B;

"**Said Apartment and Properties Appurtenant Thereto**" shall have the meaning ascribed to such term in Clause II;

"**Said Land**" shall have the meaning ascribed to such term in Recital P and which is morefully and particularly described in Part B of the First Schedule written hereunder and delineated and demarcated in the map annexed herewith as Annexure – A;

"**Said Towers**" or "**Said Tower**" shall have the meaning ascribed to such term in Recital P;

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5 MAR 2018

Dist.- South 24 Pgs.

For loan purpose only

"**Sanctioned Plan**" shall have the meaning ascribed to such term in Recital Q and shall further include any amendment, addition, deletion, revision, modifications, renewal etc., thereto.

"**Specified Common Facilities**" shall mean all such facilities as may be provided within the Township by the RDPL (which is not reserved for the specific use of any particular project within the Township or RDPL or its nominee) at its sole discretion for the use of the Co-Owners / Co-Occupiers of all project within the Township and / or general public;

"**Schedule**" shall mean the schedules of this deed;

"**Total Land**" shall have the meaning ascribed to such term in Recital B;

"**Township**" shall have the meaning ascribed to such term in Recital O;

"**Township Maintenance Charges**" shall mean all cost, expenses and charges related to maintenance, management, upkeep of the Specified Common Facilities of the township including but limited to the expenses listed out in Part II of the Fourth Schedule written hereunder and which needs to be shared proportionately between the co-owners / Co-Occupiers of the Township;

"**Township Management Company**" or "**TMC**" shall have the meaning ascribed to such term in Clause V (h);

b) <u>Interpretation</u>

In this Deed, save where the context otherwise requires:

a) the singular of any defined term includes the plural and *vice versa* and any word or expression defined in the singular has the corresponding meaning used in the plural and *vice versa*;
b) a reference to any gender includes the other and neuter gender;
c) a reference to any agreement/document is a reference to that agreement/document and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof;
d) the term "*or*" shall not be exclusive and the terms "*herein*", "*hereof*", "*hereto*" and "*hereunder*" and other terms of similar import shall refer to this Deed as a whole and not merely to the specific provision where such terms may appear, and the terms "*including*" and "*include*" shall be construed without limitation;
e) in the event that the provisions of the GTC or Provisional Allotment Letter are contradictory to what has been stated in this Deed, then with respect to such contradiction, the provisions of this Deed shall prevail; and

II. In pursuance of the aforesaid **AND** in consideration of the sum of **Rs.27,06,700/- (Rupees Twenty Seven Lakh Six Thousand Seven Hundred only)** ("**Consideration**") paid by the Purchaser(s) to the Developer at or before the execution of these presents, the receipt whereof the Developer doth hereby admit and acknowledge by the instant paragraph and also by a memorandum of consideration hereunder written and further in consideration of the Purchaser(s) agreeing and undertaking to observe and perform the terms, conditions, covenants, restrictions and obligations including but not limited to those mentioned in the Sixth Schedule hereunder, the

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Owner and Developer do hereby acquit, release and discharge the Purchaser(s) as well as the Said Apartment and the Owner and Developer do hereby grant, sell, transfer, convey, assure and assign in favour of the Purchaser(s) the Said Apartment, morefully and particularly described in the Part – I of the Second Schedule written hereunder **TOGETHER WITH** Parking Space, morefully and particularly described in Part – II of the Second Schedule written hereunder and **TOGETHER WITH** undivided, impartiable, proportionate variable share or interest in the Said Land comprising Elgin **FURTHER TOGETHER WITH** undivided, impartiable, proportionate variable share or interest in the Common Areas and Facilities of the Said Tower, morefully and particularly described in the Part – I of the Third Schedule written hereunder **TOGETHER WITH** right to use and enjoy the Common Parts, Amenities and Shared Facilities between the Residential Project i.e. Elgin & Hiland Greens II, morefully and particularly described in the Part – II of the Third Schedule, in common with the other Co-Owners / Co-Occupiers of the Residential Project TOGETHER WITH the right to access and use to the internal passage leading from the Budge Budge Trunk (B.B.T) Road to the main gate of the Residential Project (hereinafter referred to as "**Access Road**") as delineated on the plan attached hereto as Annexure – C and thereon shown in blue line for ingress and egress in common with the other occupants / occupiers / residents of the Residential Project and / or Township Project and / or people visiting the BIL facility for the beneficial use and enjoyment of the Said Apartment together with all easement or quasi-easement and other stipulation and / or provisions in connection with the beneficial use and enjoyment of the Said Apartment as mentioned in the Fifth Schedule written hereunder (hereinafter referred to as "**Said Apartment and Properties Appurtenant Thereto**") but at all time **SUBJECT TO** the terms, conditions, and provisions contained herein but otherwise free from all encumbrances, charges, liens, lispendence, trusts, execution and attachment proceedings AND all the estate, right, title, claim, interest, demand of the Owner and the Developer into or upon the Said Apartment and Properties Appurtenant Thereto **TO HAVE AND HOLD** The Said Apartment and Properties Appurtenant Thereto hereby sold, transferred, granted, conveyed, assigned and assured or intended to be and every part or portion thereof, to or unto the use of the Purchaser(s) absolutely and forever but at all time **SUBJECT TO** the payment in perpetuity of the proportionate share of the Common Charges and Expenses including but not limited to the common expenses mentioned in Part – I of the Fourth Schedule and also proportionate share of the Township Maintenance Charges including but not limited to the common expenses mentioned in the Part – II of the Fourth Schedule written hereunder and all other rates, municipal and other taxes, assessments, dues, duties and other levies now chargeable upon the same or which become payable hereafter in respect in connection thereof in connection with the Said Apartment wholly and the said Common Areas and Facilities of the Tower and Common Parts, Amenities and Shared Facilities between the Residential Project i.e. Elgin & Hiland Greens II proportionately to the Developer, TMC, Property Management Agency, as the case may be **AND FURTHER SUBJECT TO** the observance, performance and compliance by the Purchaser(s) of the terms, conditions, covenants, stipulations, restrictions and obligations as hereby and hereunder stipulated herein and in the Sixth Schedule written hereunder AND ALSO SUBJECT TO the Owner's and Developer's right to commence, continue and complete the construction of the remaining part of the Residential Project and / or Township.

III. THE OWNER AND DEVELOPER HEREBY COVENANT AND AGREES WITH THE PURCHASER(S) AS FOLLOWS:

(a) That notwithstanding any acts, deeds or things done by the Owner and Developer executed or knowingly suffered to the contrary but subject to those as stipulated herein, the interest which the Owner and Developer doth hereby professed to transfer subsists and that the Owner and Developer has full right, power and absolute authority to grant, sell, transfer, Convey, assign and

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assure unto the Purchaser(s) the Said Apartment and Properties Appurtenant Thereto and all other rights attached hereto;

(b) that, subject to the observance and performance of the terms and conditions, covenants, stipulations, restrictions and obligations contained herein by the Purchaser(s), it shall be lawful for the Purchaser(s) from time to time and at all times hereafter to enter into and to hold and enjoy the Said Apartment and Properties Appurtenant Thereto and/or every part thereof and to receive rents, issues and profits thereof without any interruption, distribution, claim or demand whatsoever from or by the Owner and / or Developer or any person or persons claiming through, under or in trust for the Owner and / or Developer;

(c) that, the Said Apartment and Properties Appurtenant Thereto and all other properties and rights transferred herein are freed from all encumbrances, attachments, liens, *lispendens* whatsoever and freely, clearly and absolutely and forever released and discharged by the Owner and /or Developer and well and sufficiently saved kept harmless and indemnified from and against all claims, demands charge and encumbrances whatsoever made or suffered by the Owner and/or Developer and/or any person or persons lawfully and equitably claiming, as aforesaid;

(d) the Owner and Developer shall, subject to the observance and performance of the terms and conditions, covenants, stipulations, restrictions and obligations contained herein by the Purchaser(s), from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser(s) make, do, acknowledge, execute and perform all such further and/or other lawful and reasonable acts, deeds and things whatsoever for further better or more perfectly and absolutely assuring the Said Apartment and Properties Appurtenant Thereto together with the rights hereby granted unto the Purchaser(s) and in the manner aforesaid;

(e) That the Owner and Developer has already given the delivery of vacant, peaceful, satisfactory and acceptable possession of the Said Apartment and Properties Appurtenant Thereto on 27.09.2016 (hereinafter **"Possession Date"**) to the Purchaser(s), which the Purchaser(s) hereby admits, acknowledge and accepts.

IV. THE PURCHASER(S) HEREBY COVENANTS AND AGREES WITH THE OWNER AND DEVELOPER AS FOLLOWS:

a) The Purchaser(s) doth hereby covenant with the Owner, Developer and/or other Co-Buyers and / or Co-Occupiers of the other apartments in the said Tower and / or Residential Project and / or Township that the Purchaser(s) shall observe, perform and fulfill the covenants, stipulations, restrictions and obligations required to be performed by the Purchaser(s) herein and including but not limited to those as mentioned in the Sixth Schedule hereunder written.

b) The Purchaser(s) hereby irrevocably agrees and acknowledges that it shall not be obligatory for the Developer to complete the Said Tower, Residential Project, Common Areas and Facilities of the Tower and / or Common Parts, Amenities and Shared Facilities between the Residential Project i.e. Elgin & Hiland Greens II in all respect before Possession Date and the Said Apartment and Properties Appurtenant Thereto shall be deemed to have been completed in all respects if the same is made fit for habitation and so certified by the Developer's architect and the Developer shall be at liberty and entitled at all times to construct and complete the remaining parts and portions of the Said Tower, Residential Project, Common Areas and Facilities of the Tower and / or Common Parts, Amenities and Shared Facilities between the Residential Project i.e. Elgin & Hiland Greens II and to use at all times without any interference of any nature and in any manner whatsoever from the Purchaser(s) the passages, roads, common areas etc., for ingress

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and egress of its labours, staffs, representatives, contractors and for transportation of the materials and / or machines and apparatus to the construction site in the manner as may be deemed fit and proper by the Owner, Developer or its nominees for the completion of the Residential Project and the Purchaser(s) shall absolutely be precluded from causing and will not cause any obstructions, obstacles, impediments, hindrances or object in any manner and / or of any nature whatsoever to such constructions and / or development of the remaining parts and portions of the Residential Project including Said Tower, Common Areas and Facilities of the Tower and / or Common Parts, Amenities and Shared Facilities between the Residential Project i.e. Elgin & Hiland Greens II.

c) The Purchaser(s) has further fully understood that the Township is being constructed and / or developed by the Owner and Developer in phase-wise manner and considering the size of the project it may, advertently / inadvertently or otherwise, be needed to restructure and / or relocate the Common Parts and Facilities of the Residential Project and the Purchaser(s) hereby gives its unconditional consent to the Owner and Developer and hereby further confirm that the Purchaser(s) will not cause any obstructions, obstacles, impediments, hindrances or object in any manner whatsoever and will not be entitled to any claims and / or compensation for damages of any nature and in any manner whatsoever from the Owner and / or Developer in this regard.

d) The Purchaser(s) has fully understood that the Township is being constructed and / or developed in phases and the Purchaser(s) hereby agrees and undertakes that the Owner and the Developer or its nominees shall be at liberty at all times to construct the remaining parts and portions of the Township and the Purchaser(s) shall absolutely be precluded from causing and will not cause any obstructions, obstacles, impediments, hindrances or object in any manner and / or of any nature whatsoever to such constructions and / or development of the remaining parts and portions of the Township.

e) The Purchaser's right at all time shall be limited to the Said Apartment and Properties Appurtenant Thereto and the Purchaser(s) shall neither have and nor shall claim any manner of right title and / or interest over or in respect of any other part or portion of the Residential Project and / or Township including the Said Land save and except the right to use and enjoy the Common Areas and Facilities of the Tower, Common Parts, Amenities and Shared Facilities between the Residential Project i.e. Elgin & Hiland Greens II and the Specified Common Facilities that are made available by the Developer at its sole and absolute discretion for the common use of the Co-Buyers or Co- Occupiers of the said Residential Project and / or Township as the case may be and the general public.

f) The Purchaser(s) hereby agrees and confirms that the Owner, Developer, and / or Township Management Company shall always be at the liberty to modify any parts or portions of the Common Parts, Amenities and Shared Facilities between the Residential Project i.e. Elgin & Hiland Greens II and / or to use any parts or portions of the Common Parts, Amenities and Shared Facilities between the Residential Project i.e. Elgin & Hiland Greens II for providing and / or provisions of any services, facilities or utilities to the residents of the other projects of the Township and the Purchaser(s) shall have no claim demand and / or objection of any nature on any ground or in any manner whatsoever.

g) The Purchaser(s) hereby agrees and understood that the right to usage of the Common Areas and Facilities, Common Parts, Amenities and Shared Facilities between the Residential Project i.e. Elgin & Hiland Greens II and Specified Common facilities given to the Purchaser(s) by the Owner and Developer is at all time be subject to the timely payment of proportionate Common Charges and Expenses and proportionate Township Maintenance Charges by the Purchaser(s) to the Developer, Township Management Company and / or Association, as the case may be.

h) The Purchaser(s) shall borne and bear and pay all the municipal taxes, rates, levies, surcharge and all other outgoings (hereinafter referred to as **"Outgoings"**) related to the Said Apartment and Properties Appurtenant Thereto on and from the Possession Date irrespective of whether or not

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on such date the actual possession of the Said Apartment and Properties Appurtenant Thereto is taken or not by the Purchaser(s) from the Developer. However so long as the Said Apartment is not separately assessed for municipal taxes, rate, levies surcharges and other outgoings, the Purchaser(s) shall be liable to and will pay his/her/its proportionate Outgoings attributable to the Said Apartment to the Developer or its nominees as may be determined by the Developer or its nominees.

i) The Purchaser(s) hereby agrees and undertakes to regularly and punctually pay the Common Charges and Expenses and Township Maintenance Charges to the Developer, Township Management Company and / or Association, as the case may be, in the manner and at such interval and at such rate as may be decided by the Developer, Township Management Company and / or Association, as the case may be, at its sole discretion from time to time in this regard and the Purchaser(s) shall bear and be obliged to pay all such proportionate Common Charges and Expenses and proportionate Township Maintenance Charges without any objection and / or hindrances of any nature or in any manner whatsoever and the Purchaser(s) hereby further agrees and undertakes with and authorises to the Developer, Township Management Company and / or Association, as the case may be, that in case the Purchaser(s) fails to pay the proportionate Common Charges and Expenses and / or proportionate Township Maintenance Charges in the manner stipulated herein then the Developer, Township Management Company and / or Common Facilities Manager, as the case may be, shall at all time, without prejudice to the other rights to recover the dues from the Purchaser(s), have all the authorities and / or rights to withdraw the upkeep, maintenance, administration, facilities and / or utilities.

j) The Purchaser(s) further agrees and acknowledges that apart from the Common Areas And Facilities of the Tower, the Purchaser(s) shall not have any interest or share in any other common areas, parts or portions of the Residential Project, and all other common areas as specified in the West Bengal Apartment Ownership Act, 1972, including any rules, regulations and/or byelaws thereunder shall be deemed to be 'limited common areas' in terms of the West Bengal Apartment Ownership Act, 1972 and other applicable laws. In respect of the spaces, properties and rights which are not intended to be transferred to the Purchaser(s) as aforesaid, RDPL shall be entitled to use, utilise, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever, including granting the right of use in respect thereof in favour of third parties, on such terms and conditions as may be thought fit and proper by them in their absolute discretion, without any reference to the Purchaser(s). The Purchaser(s) hereby consents to the same and undertakes not to raise any claim or create or cause to be created any obstruction or hindrance whatsoever regarding the same.

k) The Purchaser hereby clearly agrees and acknowledges that roof / terrace of the Said Tower shall be the property of RDPL and the RDPL shall be at the liberty to sell the said roof / terrace to any person as it deem fit and proper at its own and sole discretion and the Purchaser shall have right title and / or interest in this regard (unless the roof / terrace is sold under this presents to the Purchaser) and shall further agrees not to create any objection and / or claim in this regard in any manner whatsoever or howsoever. Provided that in case any roof / terrace is sold under this presents then the RDPL, TMC, Property Management Agency, Association shall at times have uninterrupted unfettered right to have access to such roof / terrace for the purpose of maintenance, management and upkeep of the Said Tower and / or Residential Project and / or for any other purposes including emergencies and the Purchaser hereby agrees not to have any objection and / or create any obstruction in any manner whatsoever and howsoever in this regard. The Purchaser further agrees to keep one set of keys of the roof / terrace entrance gate at all time with the RDPL, TMC or Property Management Agency and / or Association, as the case may.

l) The Purchaser(s) acknowledges that RDPL shall have the right, without obtaining any approval from the Purchaser(s), to make any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extraordinary, in relation to any

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unsold apartments and / or units within the Said Tower and the Purchaser(s) shall have no right to raise objections or make any claims on this account.

m) The Purchaser(s) hereby expressly authorizes RDPL to make additions to or put up additional structures anywhere in the Said Land, Said Tower and / or Residential Project including but not limited to, construction of additional floors on the Said Tower (subject to the sanctioned plan permitting such additional construction) or additional towers on the land parcel not conveyed to the Purchaser(s) herein, or amalgamating the Said Land with any other plot of land/complex on the Total Land, and the Purchaser(s) hereby covenants not to obstruct such actions of RDPL, in any manner whatsoever. Such additional construction/structures shall be the sole property of RDPL, which RDPL will be entitled to dispose of in any way it chooses without any interference from the Purchaser(s).

n) The Purchaser(s) shall co-operate with the other Co-Buyers and/or Co-Occupiers of the Said Tower and/or the Residential Project, RDPL, the Township Management Company, Property Management Agency, and / or the Association, as the case may be, in the management and maintenance of the Said Tower and the Residential Project and entire Township and shall abide by the direction and/or decisions of RDPL/Township Management Company/ Association/ Property Management Agency, as the case may be, as may be made from time to time in the best interest of the entire Said Tower, Residential Project and / or Township, as the case maybe.

o) The Purchaser(s) shall be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the Said Apartment in the records of the concerned authorities within a reasonable time and shall keep Owner and Developer indemnified against any loss, claims and demand that may arise against Owner and/or RDPL due to non-fulfilment and/or non-observance of this obligation by the Purchaser(s).

p) The Purchaser(s) shall pay to RDPL, the Township Management Company, the Association, as the case may be, damages/compensation for damage/destruction to any common fixtures and fittings, utilities and/or equipment of the Said Tower and/or the Residential Project and / or entire Township that is been caused by negligence and/or wilful act of the Purchaser(s) and/or authorised occupier of the Said apartment and/or family members, guests or servants of the Purchaser(s) or such other occupiers of the Said Apartment.

q) The Developer, Township Management Company, Association, Property Management Agency or any other person duly authorised in this regard shall at all reasonable times be entitled to enter into the Said Apartment or any part or portion thereof on prior notice for the purpose of inspection, repairing, reinstating, any parts or portions of the Said Apartment for keeping in good order and condition any of the electrical lines, telephone lines, water lines, pipe lines, gas line or any other common elements without any objections and / or hindrances by the Purchaser(s).

r) The Purchaser(s) shall not make any claim and / or demand for damages and / or compensations against the Owner and / or Developer and / or its nominees on any account whatsoever including but not limited to the following :

i) that the Purchaser(s) will have to bear the inconvenience, noise, sound, disturbance etc., if any, caused due to the construction of the remaining and / or additional part and portion of the Said Tower, Residential Project and / or Township by the Developer or its nominees;

ii) that the Owner and / or Developer intends to and may retain for themselves and may not sell to others some or substantial number of apartments in the Said Tower and / or Residential Project;

iii) that the Owner and / or Developer shall have the exclusive rights titles and interests on the facilities, areas and other spaces in the Said Tower and the Residential Project which are not demarcated as Common Areas and Facilities and / or Common Parts, Amenities and Shared Facilities between the Residential Project i.e. Elgin & Hiland Greens II and the Owner and Developer shall be free to use and dispose it in any manner and for such

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purpose as it decides at its sole and absolute discretion and the Purchaser(s) shall have no rights, titles, interests of any nature or in any manner whatsoever on such facilities and areas even though the same is falling within the Said Tower and / or Residential Project and the same may or may not be used by the Owner and / or Developer for the time being.

iv) The Purchaser(s) has agreed and understood without any doubt that the Common Areas and Facilities of the Said Tower and Common Parts, Amenities and Shared Facilities between the Residential Project i.e. Elgin & Hiland Greens II shall be shared by the Purchaser(s) along with the other Co-Buyers and / or Co-Occupiers, present or future, including the additional Co-Buyers and / or Co-Occupiers as may be added due to additional construction in / on the Said Tower and / or Residential Project and/or the said Hiland Green II Project and the Purchaser(s) shall be precluded from causing and shall not :

A) cause any obstructions, impediments, hindrances, and / or objections of any nature or in any manner whatsoever; and

B) raise and / or make any claim and / or demand for compensation, damages and / or losses of any nature or in any manner whatsoever;

to the sharing of such Common Areas and Facilities of the Said Tower and Common Parts, Amenities and Shared Facilities between the Residential Project i.e. Elgin & Hiland Greens II of the Residential Project with the other Co-Owners and / or Co-Occupiers of the Said Tower, Residential Project and the said Hiland Greens II Project.

V. FORMATION OF ASSOCIATION, MANAGEMENT AND MAINTENACE OF THE RESIDENTIAL PROJECT AND TOWNSHIP

a. At such time as RDPL may deem fit and proper at its sole and absolute discretion, RDPL shall call upon the respective apartment owners to form an association ("**Association**"), the constitution whereof shall be decided by RDPL and it shall be incumbent upon the Purchaser(s) to join the Association as a member. The Purchaser(s) shall pay the necessary subscription and/or membership amounts together with the proportionate costs and expenses for formation of the same (each as ascertained by RDPL and at such time and in such manner as RDPL may direct), and the Purchaser(s) hereby authorizes RDPL to take all necessary steps in this connection on his/her/their/its behalf, and further the Purchaser(s) shall comply with and/or adhere to all the rules, regulations, guidelines, etc. formulated from time to time by RDPL or the Association, as the case may be.

b. The nature, composition and constituents of the Association as also the mode and manner of the governance, administration, functioning and management of the Association shall be such as may be determined by RDPL, and the same shall be final and binding on the Purchaser(s). The Purchaser(s) hereby irrevocably agrees and undertakes to promptly execute and deliver all such additional documents as may be reasonably required by RDPL in this regard.

c. Without prejudice to the abovestated right of RDPL to *inter alia* determine the constituents of the Association, for the purpose of formation of the Association, each apartment shall represent one share irrespective of the number of persons owning it and irrespective of the same person owning more than 1 (one) apartment. Further, in the event an apartment is owned by more than one person, then the person whose name first appears in the nomenclature of this Deed as the Purchaser(s) shall only be entitled to become a member of the Association. In the event that the

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Purchaser(s) is a minor, the local guardian of such minor shall become a member of the Association. A tenant or licensee of the Purchaser(s) shall not be entitled to become such a member.

d. Upon formation of the Association, RDPL will, in due course, handover the Residential Project to the Association (hereinafter referred to as "**Handover Date**") subject to the rights title and interest of the Developer as stipulated herein, whereupon the Association shall *inter alia* become liable and responsible for the compliance, subsistence and renewal of all licenses, annual maintenance contracts, other contracts, guarantees, warranties, obligations etc. to various authorities and under various statutes, as may from time to time have been procured/obtained/entered into by RDPL, and RDPL shall immediately stand discharged of any liability and/or responsibility in respect thereof, and the Purchaser(s) and Association shall keep each of Owner , RDPL and the Township Management Company fully safe, harmless and indemnified in respect thereof.

e. RDPL acknowledges that as of the day of this Deed, the Purchaser(s) has deposited with RDPL, a non-interest bearing security deposit of Rs.50,000/- (Rupees Fifty Thousand Only) which shall be pooled into a corpus deposit ("**Corpus Deposit**"). RDPL or the Township Management Company or the Association reserves the right to increase the Corpus Deposit from time to time and the Purchaser(s) agrees to pay such increases within 30 (thirty) days of a demand made by RDPL or the Township Management Company or the Association for the same. If the Purchaser(s) fails to pay such increase in the Corpus Deposit or to make good the shortfall as aforesaid on or before its due date, then the Purchaser(s) authorizes RDPL or the TMC or the Association to charge interest @18% (eighteen percent) on the delayed payment. In case of failure of the Purchaser(s) to pay the Common Charges and Expenses and / or Township Maintenance Charges on or before the due date, the Purchaser(s) in addition to permitting RDPL and/or the Township Management Company and/or the Association, as the case may be, to deny him/her/it, the right to avail the maintenance services also authorises RDPL or the Township Management Company or the Association to adjust such outstanding amounts from the Corpus Deposit. The Purchaser(s) hereby agrees and undertakes to bear all taxes that may be levied on RDPL or the TMC or the Association, on account of making such adjustments and/or on account of RDPL transferring/handing over the Corpus Deposit to the Association on Handover Date. On any such adjustments being made from the Corpus Deposit, the Purchaser(s) hereby undertakes to make good the resultant shortfall in the Corpus Deposit within 15 (fifteen) days of a demand made by RDPL or the Township Management Company or the Association with respect thereto.

f. It is agreed by and between the Parties hereto that, RDPL shall transfer to the Association, without any interest, the residue, if any then remaining, of the principal amount comprising the abovementioned Corpus Deposit, after adjusting/deducting all amounts then remaining due and payable by the buyer of any apartment to RDPL together with the interest thereon. Such amount(s), if any, thus transferred shall be held by the Association on behalf of and on account of the Purchaser(s) and the several Co-Owners *inter alia* as a sinking fund. The Purchaser(s) undertakes to make good and pay to the Association all such amounts that may have been deducted/adjusted as aforesaid by RDPL as due and payable by the Purchaser(s) and/or to replenish any shortfalls caused on account of the Purchaser(s). Further, it is hereby agreed that RDPL shall not be held liable, in any manner whatsoever, for any shortfall in the Corpus Deposit due to the above adjustments or otherwise after the handover of the Corpus Deposit by RDPL to the Association and the Purchaser(s) and the Association shall jointly and severally keep RDPL indemnified for the same.

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g. RDPL or the Township management Company or the Association, as the case maybe, shall be entitled to invest the Corpus Deposit in such securities and in such manner as RDPL or the Township Management Company or the Association may think fit and apply the income for the purpose of repairs, maintenance, security and upkeep of the Residential Project and such deposit towards the Corpus Deposit shall not absolve the Purchaser(s) of its obligation to make payment of the maintenance charges in terms of this Deed.

h. The management, maintenance and administration of all Common Areas and Facilities of the Said Tower and / or any other tower within the Residential Project, Common Parts, Amenities and Shared Facilities between the Residential Project i.e. Elgin & Hiland Greens II and Specified Common Facilities, shall at all time be monitored and supervised by an entity to be set up by RDPL at such time as may be decided by the RDPL at is sole discretion, which entity may be incorporated as a Section 8 company under Companies Act, 2013 or any other form ("**Township Management Company**" or "**TMC**"). It is hereby clarified that, until the formation of the TMC, the management, maintenance and administration of the Common Areas and Facilities, Common Parts, Amenities and Shared Facilities between the Residential Project i.e. Elgin & Hiland Green – II and Specified Common Facilities shall be monitored and supervised by the RDPL or its nominated nominee and upon formation of the TMC, the RDPL shall, at such time as may be decided by the RDPL at its sole discretion, hand over the responsibility of the supervision and monitor of the management, maintenance and administration of the Common Areas and Facilities of the Tower and Common Parts, Amenities and Shared Facilities between the Residential Project i.e. Elgin & Hiland Greens II and on and from such date the responsibility of the supervision and monitor of management, maintenance of the Residential Project including the Said Tower shall vest with the TMC and RDPL shall not be held liable for the same on any ground and / or in any manner whatsoever.

i. The Purchaser(s) hereby confirms and undertakes that (i) the maintenance, management, upkeep and administration of:- (a) Common Areas And Facilities of the Said Tower and any other tower within the Residential Project and Common Parts, Amenities and Shared Facilities between the Residential Project i.e. Elgin & Hiland Greens II; (b) the Specified Common Facilities; and (ii) the collection of the maintenance, management charges etc. including Common Charges and Expenses and Township Maintenance Charges of each of the aforesaid from the several owners/occupiers of the apartments comprising the Said Tower and Residential Project shall be carried out by a professionally qualified property management agency ("**Property Management Agency**" or **"PMA"**), unless RDPL or the TMC thinks otherwise. The Purchaser(s), if so directed by RDPL or the TMC, hereby agrees to execute a tripartite agreement with the Property Management Agency or any other nominee/ agency or other body, as may be appointed by RDPL and/or the TMC from time to time for the maintenance and upkeep of the Said Tower. It is hereby clarified that the appointment of the Property Management Agency until the formation of the Association will be done by the RDPL or the TMC, as the case may be, and on and from the handing over of the Residential Project to the TMC, the appointment of the Property Management Agency shall be done by the TMC in consultation of the Association, if formed. However the decision of the TMC and or RDPL, as the case may be in this regard shall be final and binding on the Purchaser(s) and the Association.

j. The Property Management Agency shall be accountable for the management, maintenance and upkeep of the Residential Project to RDPL and the TMC until the formation of the Association, and after the Association is duly constituted, to the Association and the TMC in respect of the Common Areas and Facilities of the Tower and any other tower of the Residential Project and Common Parts, Amenities and Shared Facilities between the Residential Project i.e. Elgin &

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Hiland Greens II and to the TMC with respect to the Specified Common Facilities. It is agreed and understood that the Common Areas And Faciiities shall be managed and maintained only through the Property Management Agency, and the Association shall not take over the management and maintenance of the Common Areas and Facilities of the Said Tower and/or Common Parts, Amenities and Shared Facilities between the Residential Project i.e. Elgin & Hiland Greens II in its own hands, without the prior written approval of RDPL or the TMC, as the case maybe.

k. The Purchaser(s) acknowledges that it/he/she shall be bound by the rules and regulations which may be framed in relation to maintenance and management of the Said Tower and / or the entire Residential Project and / or the Township by the RDPL, TMC or the Association, as the case may be, and in any event by way of negative covenants agrees not to act contrary to such rules and regulations which may be framed by and/or be made applicable to all that flat owners and/or apartment owners of the Said Tower and / or Residential Project.

l. The Purchaser(s) expressly agrees and acknowledges that it is obligatory on the part of the Purchaser(s) to regularly and punctually make payment of the proportionate share of the Common charges and Expenses and Township Maintenance Charges and further acknowledges that non-payment of the same is likely to affect the maintenance and rendition of the common services, thus affecting the right of the other apartment owners in the Residential Project and / or other project in the Township. In the event of any default on the part of the Purchaser(s) in making payment of such maintenance charges then and in that event in addition to any other right which RDPL and/or the TMC, and / or Association, as the case maybe, may have against the Purchaser(s) and/or any of the other apartment owners, RDPL and/or the TMC, Association shall be entitled to take an independent action against the Purchaser(s) for recovery of the amount due and payable on account of maintenance charges and/or for remedying the breaches.

m. Further, the Purchaser(s) agrees and undertakes to pay all necessary deposits/charges to RDPL or the TMC or the Property Management Agency or Association, as the case may be, including the interest free security deposit(s) payable to the concerned statutory bodies/ authorities or other entities, each as may be determined by RDPL or the TMC or the Property Management Agency, or Association, as the case may be, each within such timelines as may be prescribed by RDPL or the TMC or the Property Management Agency, or Association as the case may be.

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FIRST SCHEDULE ABOVE REFERRED TO

PART- A

(LAND COMPRISING ELGIN AND HILAND GREENS II)

ALL THAT piece and parcel of land admeasuring about 13.43 Acres equivalent to 1343 (One Thousand Three Hundred Forty Three) Decimal (Satak), be the same a little more or less being, lying, situated and comprised in Township named as Calcutta Riverside, Premises Number 1, New Bata Road, Batanagar, Under the jurisdiction of P.S. Maheshtala, P.O. Batanagar, within the limits of the Maheshtala Municipality, under Ward No. 27 & 28 and under the jurisdiction of the Additional District Sub Registration office at Behala, in the District of 24 Parganas (South), West Bengal, at and under Mouza Bangla, J.L. Number 41, R.S. Khatian Number 767, comprised in R.S. Dag Numbers with corresponding Area of land as mentioned below :

SL. NO.	R.S.DAG NO.	AREA (ACRE)
1	93 (P)	0.03
2	94 (P)	0.09
3	95 (P)	0.63
4	96 (P)	0.10
5	97 (P)	0.91
6	98 (P)	0.10
7	99 (P)	2.69
8	100 (P)	0.19
9	101 (P)	2.43
10	102 (P)	0.26
11	103 (P)	1.43
12	104 (P)	0.23
13	105 (P)	0.18
14	106 (P)	0.07
15	107 (F)	0.32
16	108 (F)	0.44
17	109 (P)	0.81
18	110 (P)	0.10
19	111 (P)	1.79
20	112 (P)	0.20
21	189/908 (P)	0.02
22	270/937 (P)	0.41
	TOTAL =	**13.43**

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which butted and bounded by as follows:

ON THE NORTH	:	Hayatpur and Municipality Road;
ON THE SOUTH	:	Tom Bata Avenue;
ON THE EAST	:	Hayatpur, Daspara and Municipality Road;
ON THE WEST	:	Tom Bata Avenue.

PART- B

(SAID LAND)

ALL THAT piece and parcel of land admeasuring about 0.51 Acre equivalent to 51 (Fifty One) Decimal (Satak), be the same a little more or less being, lying, situated and comprised in Township named as Calcutta Riverside, Premises Number 1, New Bata Road, Batanagar, Under the jurisdiction of P.S. Maheshtala, P.O. Batanagar, within the limits of the Maheshtala Municipality, under Ward No. 27 & 28 and under the jurisdiction of the Additional District Sub Registration office at Behala, in the District of 24 Parganas (South), West Bengal, at and under Mouza Bangla, J.L. Number 41, R.S. Khatian Number 767, comprised in R.S. Dag Numbers with corresponding Area of land as mentioned below :

SL. NO.	R.S.DAG NO.	AREA (ACRE)
1.	103 (P)	0.4832
2.	104 (P)	0.0268
	TOTAL =	0.5100

which butted and bounded by as follows:

ON THE NORTH	:	Parcel Road and Das Para;
ON THE SOUTH	:	New Bata Road and Developer's Land;
ON THE EAST	:	Parcel Road and Hiland Greens – II,
ON THE WEST	:	Parcel Road and Hiland Greens – II.

More particularly delineated and demarcated with the red border in the map or plan annexed herewith and marked as Annexure – A.

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SECOND SCHEDULE ABOVE REFERRED TO

PART – I
(SAID APARTMENT)

All that **Apartment No. B4** on **10th floor** of the Tower **I** of **"ELGIN"** admeasuring super built up area of **1305** square feet comprised of 3 Bedrooms, 1 Kitchen, 2 Bathrooms, 1 living cum dining, 3 verandahs together with the undivided impartiable, variable proportionate share or interest in the land underneath the Said Tower and the and further together with the undivided, impartiable variable proportionate share or interest in the Common Areas and Facilities of the Said Tower. The Said Apartment is shown in map annexed herewith as Annexure – B and marked with Red Border.

PART – II
(PARKING SPACE)

Right to use 1 (one) number of **Open Parking No. 63** at **Ground Floor** within the Residential Project.

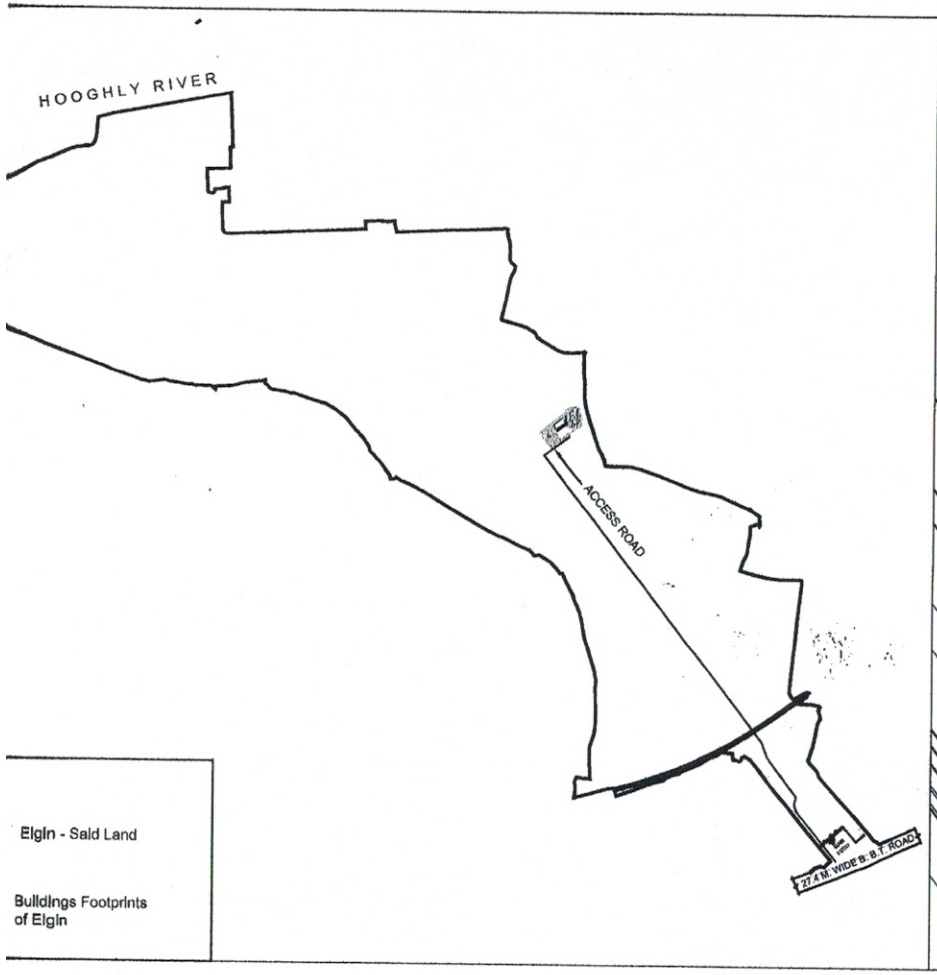
THIRD SCHEDULE ABOVE REFERRED TO

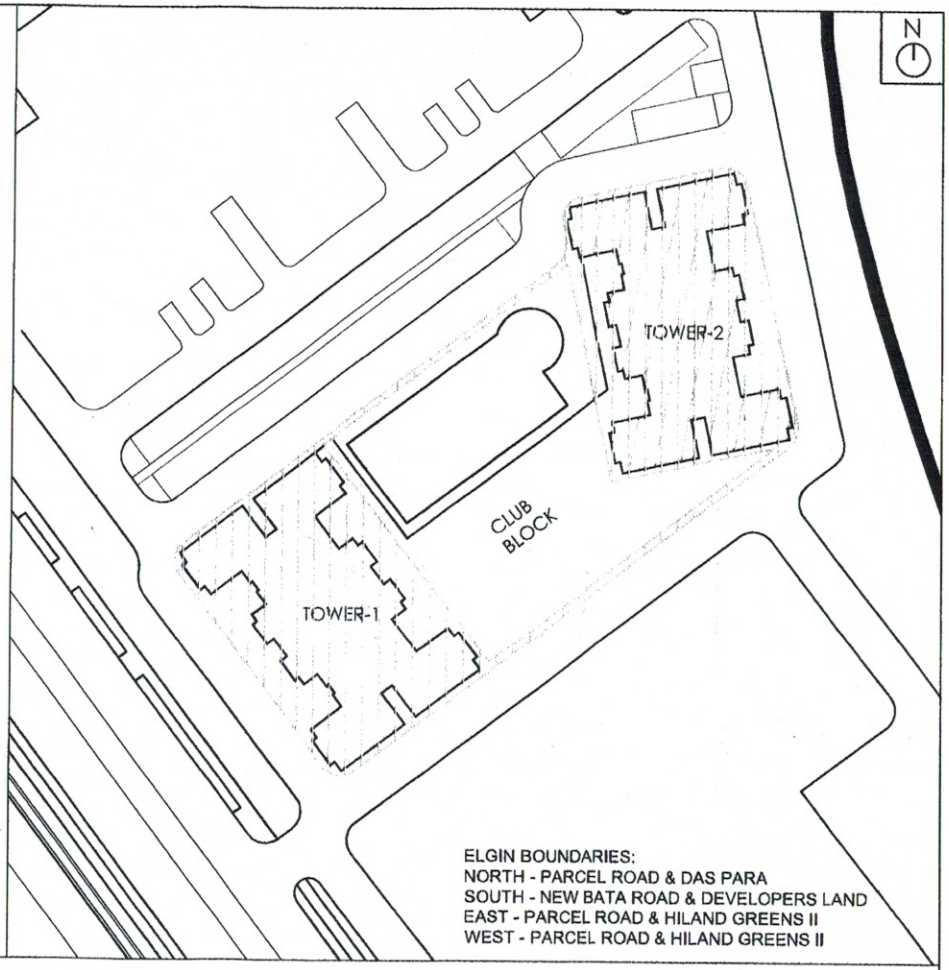
PART – I

(COMMON AREAS AND FACILITIES FOR ELGIN TOWER 1&2)

1. Entrance lobbies, steps and common circulation spaces in the Said Tower;
2. Staircases and landings on all floors of the Said Tower;
3. Lift/ lift shafts of the Said Tower & common passage/ corridor and/or lobbies adjoining the lift space on all floors of the Said Tower;
4. Lift machine room on the roof of the Said Tower;
5. Space allocated for common utilities like electrical room, facility management room, letter box and maintenance stores, etc. in the Said Tower;
6. Fire-fighting and detection systems of the common areas of the Said Tower, fire refuge area, fire stair cases;
7. Internal drainage and sewerage system, plumbing, vertical stacks and shafts of the Said Tower;
8. Electrical ducts and risers, fitting, fixtures, lights, switches for the common areas of the Said Tower;
9. Rising main of electricity cables from electrical meter boards in the Said Tower;
10. Overhead water tank on the roof of the Said Tower, water pipes and other common plumbing installation in the Said Tower;
11. Security and surveillance system in the Said Tower;
12. Landscaping within the Said Tower;
13. Feeder cable, common area meters and meter room in the Said Tower;
14. D. G. Sets, L.T switches, transformers, substations, switch gears, control panels etc;
15. Floor & Fire exit signage in the said tower;
16. Sewage Treatment Plant;
17. Water treatment plant;
18. Facility management room and its facilities;

For loan purpose only





Parcel Name	Mouza Name	Tower	R.S.& L.R Dag No	Area (in Decimal)
ELGIN	BANGLA	T-1 & T-2	103 (P), 333	48.32
			104 (P), 334	2.68
			TOTAL =	51.00

ANNEXURE - A

PROJECT: ELGIN AND HILAND GREENS II

TITLE: ELGIN- SAID LAND

RIVER BANK DEVELOPERS PVT. LTD.

CALCUTTA RIVERSIDE

erbank Developers Private Limited
nstituted Attorney of Bata India Limited

Authorized Signatory

Signature of Owner/BIL

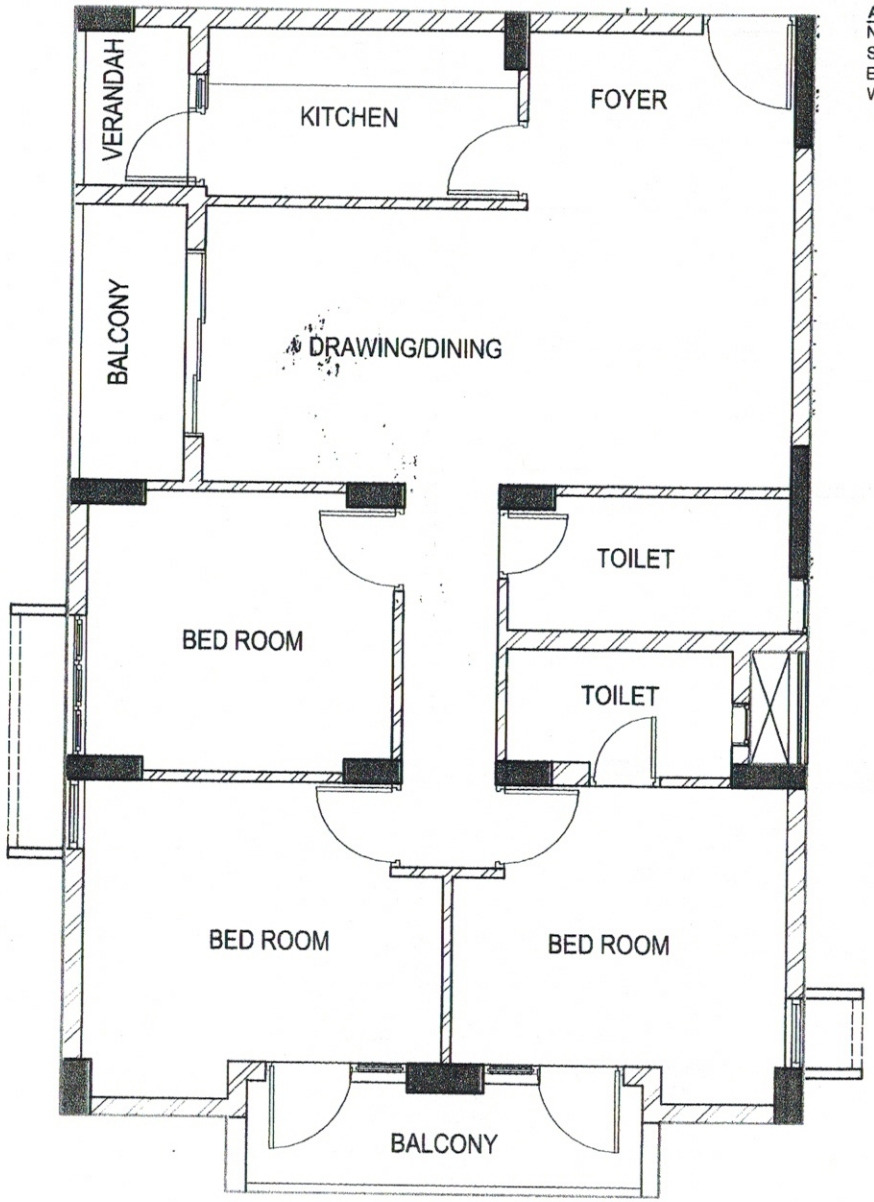
Signature of Purchaser(s)

Riverbank Developers Private Limited

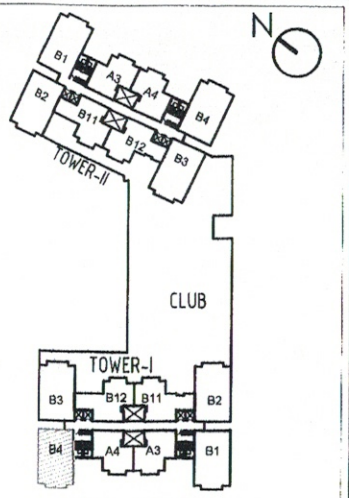
Authorized Signatory

Signature of Developer

For loan purpose only



APARTMENT BOUNDARIES
NORTH - PARCEL ROAD
SOUTH - PARCEL ROAD
EAST - CORRIDOR & LIFT
WEST - PARCEL ROAD



KEY PLAN

Riverbank Developers Private Limited
Constituted Attorney of Bata India Limited

Signature of Owner(s) / BIL
Authorized Signatory

Riverbank Developers Private Limited

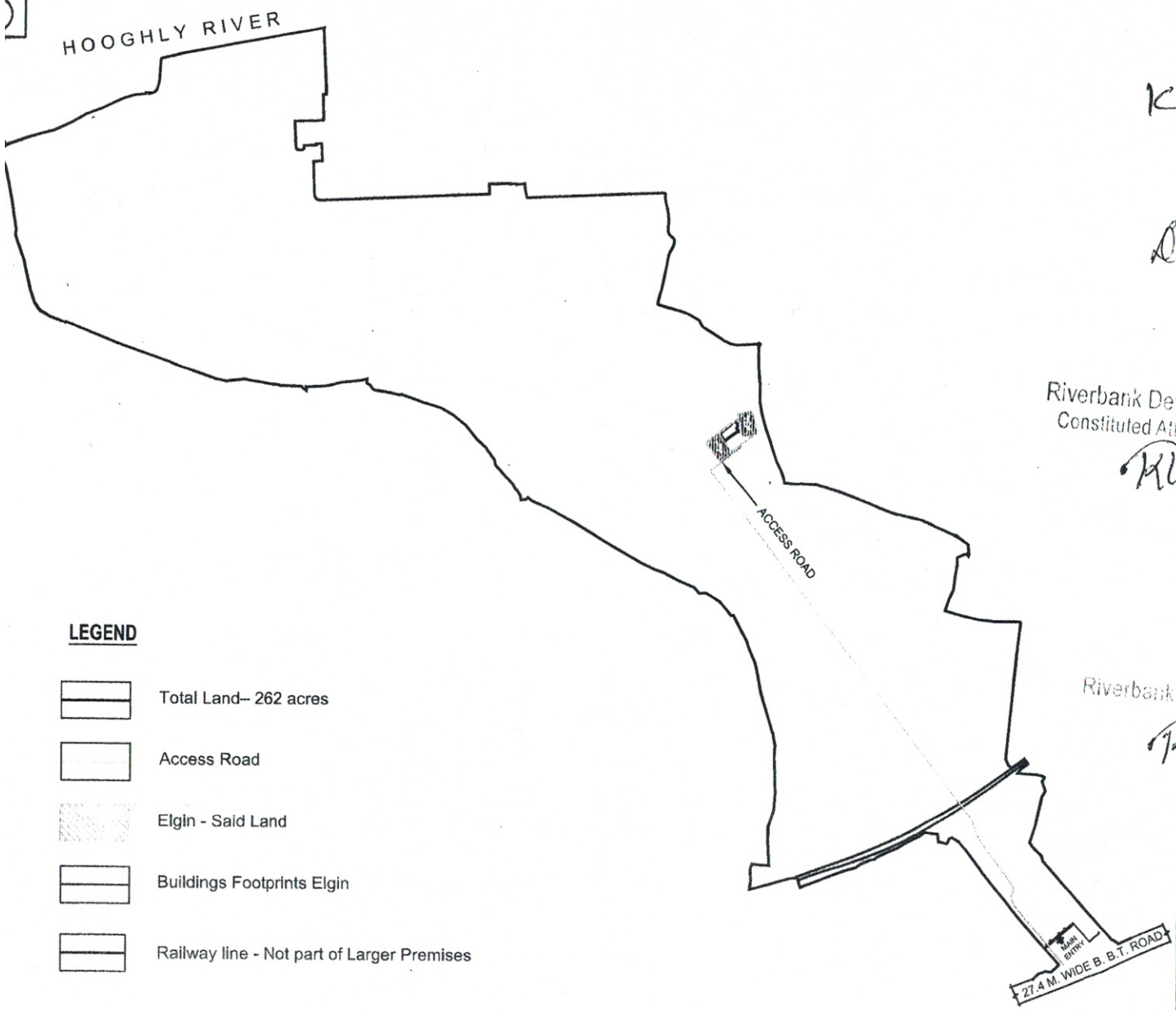
Signature of Developer
Authorized Signatory

Signature of Allottee(s)

ANNEXURE - B

Name - Mr. Kalyanmoy Deb
& Ms. Debjani Sarkar
Apartment No - B4
Tower - I - 10th Floor
SBU Area - 1305 Sqft

For loan purpose only



LEGEND

- Total Land-- 262 acres
- Access Road
- Elgin - Said Land
- Buildings Footprints Elgin
- Railway line - Not part of Larger Premises

Kalyanmoy Dutta

Debjani Sarkar

Signature of Purchaser(s)

Riverbank Developers Private Limited
Constituted Attorney of Bata India Limited

Authorized Signatory

Signature of Owner/BIL

Riverbank Developers Private Limited

Authorized Signatory

Signature of Developer

ANNEXURE - C

PROJECT: ELGIN AND HILAND GREENS-II

TITLE: **ACCESS ROAD**

RIVER BANK DEVELOPERS PVT. LTD.

CALCUTTA RIVERSIDE

For loan purpose only

SPECIMEN FORM FOR TEN FINGERPRINTS







Left hand	Little finger	Ring finger	Middle finger	Fore finger	Thumb
Right hand	Thumb	Fore finger	Middle finger	Ring finger	Little finger
Left hand	Little finger	Ring finger	Middle finger	Fore finger	Thumb
Right hand	Thumb	Fore finger	Middle finger	Ring finger	Little finger
Left hand	Little finger	Ring finger	Middle finger	Fore finger	Thumb
Right hand	Thumb	Fore finger	Middle finger	Ring finger	Little finger
Left hand	Little finger	Ring finger	Middle finger	Fore finger	Thumb
Right hand	Thumb	Fore finger	Middle finger	Ring finger	Little finger
Photo					

For loan purpose only

e-Challan

GRN: 19-201718-018916428-1 Payment Mode Online Payment

GRN Date: 06/03/2018 14:39:47 Bank : HDFC Bank

BRN : 469728959 BRN Date: 06/03/2018 14:41:14

DEPOSITOR'S DETAILS

Id No. : 16070000338742/4/2018
[Query No./Query Year]

Name : responsalis advocates and solicitors

Contact No. : Mobile No. : +91 9883216597

E-mail :

Address : 2 garstin place kol 01

Applicant Name : Mr RATUL BHATTACHARJEE

Office Name :

Office Address :

Status of Depositor : Solicitor firm

Purpose of payment / Remarks : Sale, Sale Document Payment No 4

PAID

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	16070000338742/4/2018	Property Registration- Stamp duty	0030-02-103-003-02	214100
2	16070000338742/4/2018	Property Registration- Registration Fees	0030-03-104-001-16	35694
		Total		249794

In Words : Rupees Two Lakh Forty Nine Thousand Seven Hundred Ninety Four only

For loan purpose only

Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.D.S.R. BEHALA, District Name :South 24-Parganas

Signature / LTI Sheet of Query No/Year 16070000338742/2018

I. Signature of the Person( ) on at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr KALYANMOY DEB 4288, INDIAN GLEN DR. OKEMOS, P.O:- MICHIGAN, P.S:- Michigan, United States, PIN - 48864	Buyer			06/03/2018
2	Mrs DEBJANI DEB Alias Mrs DEBJANI SARKAR 4288, INDIAN GLEN DR. OKEMOS, P.O:- MICHIGAN, P.S:- Michigan, United States, PIN - 48864	Buyer			06/03/2018
3	Mr TAPAS KUMAR TRIPATHI 225C, AJC BOSE ROAD, 4TH FLOOR, P.O:- CIRCUS AVENUE, P.S:- Bullygunge, District:- South 24-Parganas, West Bengal, India, PIN - 700020	Representative of Seller [BATA INDIA LIMITED] ,[RIVERBANK DEVELOPERS PRIVATE LIMITED]			06/03/18

For loan purpose only

Sl No.	Name and Address of identifier	Identifier of	Signature with date
1	Mr PALASH HALDER Son of Mr S HALDER 2, GARSTIN PLACE, 5TH FLOOR, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001	Mr KALYANMOY DEB, Mrs DEBJANI DEB, Mr TAPAS KUMAR TRIPATHI	06.03.18

(Biswarup Goswami)
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
South 24-Parganas, West Bengal

For loan purpose only

Major Information of the Deed

Deed No :	**I-1607-02169/2018**	**Date of Registration**	08/03/2018
Query No / Year	**1607-0000338742/2018**	**Office where deed is registered**	
Query Date	**28/02/2018 3:56:14 PM**	A.D.S.R. BEHALA, District: South 24-Parganas	
Applicant Name, Address & Other Details	RATUL BHATTACHARJEE 200GARSTIN PLACE, 5TH FLOOR,Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9883216597, Status :Advocate		
Transaction		Additional Transaction	
[0101] Sale, Sale Document		[4308] Other than Immovable Property, Agreement [No of Agreement : 2]	
Set Forth value		Market Value	
Rs. 27,06,700/-		Rs. 35,68,000/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 2,14,150/- (Article:23)		Rs. 35,694/- (Article:A(1), E)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Apartment Details :

District: South 24-Parganas, P.S:- Maheshtala, Municipality: MAHESHTALA, Mouza: Bangla, Road: Bata Road, Premises No: 1, Ward No: 27 28, ,Project Name :Calcutta River Side Hiland Elgin Pin Code : 700140

Sch No.	Plot No Details	Khatian Details	Floor Area (In Sq.Ft.)	Set Forth Value (In Rs.)	Market value (In Rs.)	Other Details
A1	LR - 333, 334	LR - 767, 767	Super Built-up Area: 1305	25,31,700/-,	33,93,000/-	Flat No: B4, Floor No: 10,Apartment Type: Flat/Apartment Residential Use , Floor Type: Tiles, Age of Flat: 0 Year ,Property is on Road, Other Amenities: Lift FacilityStatus of Completion : Completed, New Flat ,
A2	LR - 333, 334	LR - 767, 767	Area of Open garage: 135	1,75,000/-,	1,75,000/-	Flat No: 63, Gr. Floor,Apartment Type: Open Garage Residential Use , Floor Type: Cemented, Age of Flat: 0 Year ,Property is on Road, Other Amenities: Lift FacilityStatus of Completion : Completed, New Flat ,

Seller Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**BATA INDIA LIMITED** 6A, SN BANERJEE ROAD, P.O:- DHARMATALA, P.S:- New Market, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700013 , PAN No.:: AABCB1043Q, Status :Organization, Executed by: Representative, Executed by: Representative
2	**RIVERBANK DEVELOPERS PRIVATE LIMITED** 25C, AJC BOSE ROAD, 4TH FLOOR, P.O:- CIRCUS AVENUE, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700020 , PAN No.:: AADCR7997K, Status :Organization, Executed by: Representative, Executed by: Representative

For loan purpose only

Buyer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**Mr KALYANMOY DEB** Son of Late KUMUD CHANDRA DEB 4288, INDIAN GLEN DR. OKEMOS, P.O:- MICHIGAN, P.S:- Michigan, United States, PIN - 48864 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: ABHPD2161K, Status :Individual, Executed by: Self, Date of Execution: 06/03/2018 , Admitted by: Self, Date of Admission: 06/03/2018 ,Place : Pvt. Residence
2	**Mrs DEBJANI DEB, (Alias: Mrs DEBJANI SARKAR)** Wife of Mr KALYANMOY DEB 4288, INDIAN GLEN DR. OKEMOS, P.O:- MICHIGAN, P.S:- Michigan, United States, PIN - 48864 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AUXPD4432G, Status :Individual, Executed by: Self, Date of Execution: 06/03/2018 , Admitted by: Self, Date of Admission: 06/03/2018 ,Place : Pvt. Residence

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**Mr TAPAS KUMAR TRIPATHI (Presentant)** Son of Mr TAPAN KUMAR TRIPATHI 225C, AJC BOSE ROAD, 4TH FLOOR, P.O:- CIRCUS AVENUE, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700020, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: ADXPT3780E Status : Representative, Representative of : BATA INDIA LIMITED (as AUTHORIZED SIGNATORY), RIVERBANK DEVELOPERS PRIVATE LIMITED (as AUTHORIZED SIGNATORY)

Identifier Details :

Name & address	
Mr PALASH HALDER Son of Mr S HALDER 2, GARSTIN PLACE, 5TH FLOOR, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, Sex: Male, By Caste: Hindu, Occupation: Law Clerk, Citizen of: India, , Identifier Of Mr KALYANMOY DEB, Mrs DEBJANI DEB, Mr TAPAS KUMAR TRIPATHI	

Transfer of property for A1		
Sl.No	**From**	**To. with area (Name-Area)**
1	BATA INDIA LIMITED	Mr KALYANMOY DEB-326.250000 Sq Ft,Mrs DEBJANI DEB-326.250000 Sq Ft
2	RIVERBANK DEVELOPERS PRIVATE LIMITED	Mr KALYANMOY DEB-326.250000 Sq Ft,Mrs DEBJANI DEB-326.250000 Sq Ft

Transfer of property for A2		
Sl.No	**From**	**To. with area (Name-Area)**
1	BATA INDIA LIMITED	Mr KALYANMOY DEB-33.750000 Sq Ft,Mrs DEBJANI DEB-33.750000 Sq Ft
2	RIVERBANK DEVELOPERS PRIVATE LIMITED	Mr KALYANMOY DEB-33.750000 Sq Ft,Mrs DEBJANI DEB-33.750000 Sq Ft

For loan purpose only

Endorsement For Deed Number : I - 160702169 / 2018

On 05-03-2018

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 35,68,000/-

Biswarup Goswami
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
South 24-Parganas, West Bengal

On 06-03-2018

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 18:15 hrs on 06-03-2018, at the Private residence by Mr TAPAS KUMAR TRIPATHI ,.

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)

Execution is admitted on 06/03/2018 by 1. Mr KALYANMOY DEB, Son of Late KUMUD CHANDRA DEB, 4288, INDIAN GLEN DR. OKEMOS, P.O: MICHIGAN, Michigan, United States, PIN - 48864, by caste Hindu, by Profession Service, 2. Mrs DEBJANI DEB, Alias Mrs DEBJANI SARKAR, Wife of Mr KALYANMOY DEB, 4288, INDIAN GLEN DR. OKEMOS, P.O: MICHIGAN, Michigan, United States, PIN - 48864, by caste Hindu, by Profession House wife

Indetified by Mr PALASH HALDER, , , Son of Mr S HALDER, 2, GARSTIN PLACE, 5TH FLOOR, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Law Clerk

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 06-03-2018 by Mr TAPAS KUMAR TRIPATHI, AUTHORIZED SIGNATORY, BATA INDIA LIMITED (Public Limited Company), 6A, SN BANERJEE ROAD, P.O:- DHARMATALA, P.S:- New Market, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700013; AUTHORIZED SIGNATORY, RIVERBANK DEVELOPERS PRIVATE LIMITED (Private Limited Company), 25C, AJC BOSE ROAD, 4TH FLOOR, P.O:- CIRCUS AVENUE, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700020

Indetified by Mr PALASH HALDER, , , Son of Mr S HALDER, 2, GARSTIN PLACE, 5TH FLOOR, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Law Clerk

Biswarup Goswami
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
South 24-Parganas, West Bengal

For loan purpose only

Major Information of the Deed :- I-1607-02169/2018-08/03/2018

On 08-03-2018

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 23 of Indian Stamp Act 1899.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 35,694/- (A(1) = Rs 35,680/- ,E = Rs 14/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 35,694/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/03/2018 2:41PM with Govt. Ref. No: 192017180189164281 on 06-03-2018, Amount Rs: 35,694/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 469728959 on 06-03-2018, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 2,14,100/- and Stamp Duty paid by Stamp Rs 50/-, by online = Rs 2,14,100/-
Description of Stamp
1. Stamp: Type: Impressed, Serial no 527786, Amount: Rs.50/-, Date of Purchase: 27/02/2018, Vendor name: A K Maity
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/03/2018 2:41PM with Govt. Ref. No: 192017180189164281 on 06-03-2018, Amount Rs: 2,14,100/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 469728959 on 06-03-2018, Head of Account 0030-02-103-003-02

Biswarup Goswami
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
South 24-Parganas, West Bengal

For loan purpose only

Major Information of the Deed :- I-1607-02169/2018-08/03/2018

PART – II

(COMMON PARTS, AMENITIES AND SHARED FACILITIES BETWEEN THE RESIDENTIAL PROJECT i.e. ELGIN & HILAND GREENS II)

1. Fire Tank & underground water reservoir;
2. Boundary wall surrounding Residential Project;
3. Security Cabin & Boom barrier within both the Residential Project;
4. Visitors' Parking Space if any;
5. Water distribution network & pump room within the Residential Project;
6. Service toilets;
7. Driveways, pathways, access road, rotaries, approach road, passage within the Residential Project;
8. Landscaped gardens (excluding private gardens), lawns with in the Residential Project;
9. Campus and garden lights and fittings fixtures and electrical installations in the common areas of the parcel with in the Residential Project;
10. Road/ block signage in the parcel with in the Residential Project;
11. Outdoor CCTV and security systems etc. in the Residential Project;
12. Underground sewage, drainage, electrical, water etc. line and/or trenches underneath the land parcel comprised in the Residential Project;
13. All infrastructure facilities/ works including water storage tanks, fire-fighting arrangements (including fire reservoir), water supply bore wells, sewerage, drainage, water supply arrangements and accessories thereto within the Residential Project, excluding those specified as Common Areas and Facilities under Part I;
14. Club and its related facilities;
15. Community hall and its related facilities.
16. Basement parking, Entry & exit ramps, fire exit staircases, fire hydrant & sprinkler system, drainage system, mechanical ventilation system, lighting fixtures & electrical cables and directional signage & markings inside basement.
17. Ground floor parking area and landscapes.
18. Podium landscape and dedicated lifts & staircases for accessing podium.
19. MLCP parking, Entry & exit ramps, fire exit staircases, lifts, electrical rooms, drivers toilets, fire hydrant & sprinkler system, drainage system, lighting fixtures & electrical cables and directional signage & markings inside MLCP.

FOURTH SCHEDULE ABOVE REFERRED TO

PART – I

(COMMON CHARGES AND EXPENSES)

1. Costs and expenses relating to the maintenance, management, upkeep, repair, redecoration of the Common Areas and Facilities of the Said Tower and / or and other tower within the Residential Project and Common Parts, Amenities and Shared Facilities between the Residential Project i.e. Elgin & Hiland Greens II;

2. Costs and expenses relating to abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof, so far as the same is not the liability of or attributable to the apartment of any individual owner of any apartment;

For loan purpose only

3. Costs and expenses relating to purchase, maintenance, renewal and insurance etc., of equipments, utilities and/or the provision of any service related to the Common Areas and Facilities of the Said Tower and / or any other tower within the Residential Project and Common Parts, Amenities and Shared Facilities between the Residential Project i.e. Elgin & Hiland Greens II;

4. Cost and expenses of cleaning and lighting the Common Areas and Facilities of the Said Tower and / or any other tower within the Residential Project and Common Parts, Amenities and Shared Facilities between the Residential Project i.e. Elgin & Hiland Greens II;

5. Cost of working, maintenance, management, upkeep, repair, replacement, of water connections, lights, pumps, generators and other equipments and utilities used for the common use of the residents of the Residential Project;

6. Costs and expenses relating to renewal of various licenses, including but not limited to lift, fire, pollution and annual maintenance contracts with regard to the Said Tower and / or any other tower within the Residential Project and / or Residential Project;

7. Costs and expenses relating to maintaining, operating, repairing, renovating, painting, decorating, replacing, amending, renewing and where appropriate cleaning of the Said Tower and / or any other tower within the Residential Project and / or Residential Project;

8. Providing and arranging for removal waste, rubbish etc.;

9. Operating, maintaining, repairing, replacing if necessary, the lighting apparatus from time to time of the Common Areas And Facilities of the Said Tower and / or any other tower withint he Residential Project and / or Residential Project and providing additional lighting apparatus thereat;

10. Costs and expenses relating to the maintenance, management, upkeep of the lawns, water bodies, passage-ways, drive ways and other common areas in the Said Tower and / or other towers within the Residential Project and / or Residential Project meant for common use of all the apartment owners in the Residential Project;

11. Costs and expenses relating to the lifts pertaining to the Said Tower and / or any other towers within the Residential Project;

12. Costs and expenses relating to maintaining the structure of the Said Tower and / or any other towers within the Residential Project and / or Residential Project, foundations and walls, the plumbing in the Said Tower and / or any other towers within the Residential Project and the pathways, approach roads within the Residential Project pertaining to the Said Tower and / or any other towers within the Residential Project;

13. Costs and expenses relating to plantation of trees, maintenance of gardens and supply of water to the gardens within the Residential Project;

14. The salaries, emoluments and all other financial benefits of the persons to be employed for managing and maintaining the Common Areas And Facilities of the Said Tower and / or any other towers within the Residential Project and / or Residential Project;

For loan purpose only

15. Municipal and other taxes, levies, impositions, water charges tax, and electricity charges for the Common Areas and Facilities of the Said Tower and / or any other tower within the Residential Project and / or Common Parts, Amenities and Shared Facilities between the Residential Project i.e. Elgin & Hiland Greens II;

16. Costs towards payment of premium for insuring the Said Tower and / or any other tower within the Residential Project and the facilities, equipments, and utilities in the common areas;

17. All rates, levies, taxes or fees that are to be paid for providing the services which are to be provided to the Residential Project and which are payable under any existing law or enforced law under any other enactment in future or payable under any other arrangement;

18. Maintenance Fees and / or Charges payable to the Property Management Agency for the maintenance and management of the Common Areas and Facilities of Said Tower and /or any other towers within the Residential Project and / or Common Parts, Amenities and Shared Facilities between the Residential Project i.e. Elgin & Hiland Greens II;

19. Expenses for maintaining the boundaries of the Residential Project;

20. Such other costs, expenses, etc. incidental to and/or ancillary and/or related to any of the matters, items, issues, etc. stated in this Schedule and / or maintenance, management, upkeep of the Common Areas and Facilities of the Said Tower and / or any other towers within the Residential Project and / or Common Parts, Amenities and Shared Facilities between the Residential Project i.e. Elgin & Hiland Greens II.

PART – II

(TOWNSHIP MAINTENANCE CHARGES)

1. Costs and expenses relating to the maintenance, management, upkeep, repair, redecoration of the Specified Common Facilities of the Township;

2. Costs and expenses relating to abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof, so far as the same is not the liability of or attributable to any specific project within the Township;

3. Costs and expenses relating to purchase, maintenance, renewal and insurance etc., of equipments, utilities and/or the provision of any service related to the Specified Common Facilities within the Township;

4. Cost and expenses of cleaning and lighting the Specified Common Facilities and other common areas of the Township;

5. Cost of working, maintenance, management, upkeep, repair, replacement, of water connections, lights, pumps, generators and other equipments, plant & machineries, and utilities used for the common use of the residents of the Township;

6. Costs and expenses relating to plantation of trees, maintenance of gardens, parks, landscaping lake, etc., within the Township and supply of water to the gardens, parks, landscaping etc;

for loan purpose only

7. The salaries, emoluments and all other financial benefits of the persons to be employed for managing and maintaining the Specified Common Facilities of the Township;

8. Municipal and other taxes, levies, impositions, water charges tax, and electricity charges for the Specified Common Facilities of the Township;

9. Costs towards payment of premium for insuring the facilities, equipments, plant & machineries and utilities of the Specified Common Facilities;

10. All rates, levies, taxes or fees that are to be paid for providing the services which are to be provided to the Township and used by the residents of the Township which are payable under any existing law or enforced law under any other enactment in future or payable under any other arrangement;

11. Maintenance Fees and / or Charges payable to the Township Management Company and / or Property Management Agency for the maintenance and management of the Specified Common Facilities of the Township;

12. Expenses for maintaining the boundaries of the Township;

13. Costs and expenses relating to renewal of various licenses related to Township and which are not attributable to any specific project within the Township;

14. Cost of clearing, repairing, reinstating any drains and sewers, plant & machineries, electrical infrastructure forming part of the Specified Common Areas And Facilities;

15. Providing and arranging for removal of waste, rubbish etc;

16. Operating, maintaining, and if necessary renewing the lighting apparatus from time to time of the Specified Common Areas And Facilities, and providing additional lighting apparatus thereat;

17. Costs and expenses relating to the maintenance, management, upkeep and repair of the lawns, water bodies, passage-ways, drive ways, lake, garden, parks, Access Road and other common areas comprised in the Township meant for use by the owners and/or occupiers of the different projects of the Township;

18. Costs and expenses relating to water treatment plants, sewerage plants, electrical infrastructures etc. used for the Township;

19. All royalty and other payments, including *inter alia* those required to be paid to the Kolkata Port Trust and/or any other authority for any purpose including but not limited to usage of riverside promenade, river jetty, seeking of water, etc.;

20. Such other costs, expenses, etc. incidental to and/or ancillary and/or related to any of the matters, items, issues, etc. stated in this Schedule and / or maintenance, management, upkeep of the Common Areas and Facilities of the Said Tower and / or any other towers within the Residential Project and / or Common Parts, Amenities and Shared Facilities between the Residential Project i.e. Elgin & Hiland Greens II.

For loan purpose only

FIFTH SCHEDULE ABOVE REFERRED TO

EASEMENT AND QUASI EASEMENT RIGHTS

As from the Possession Date, the Purchaser :

1. shall have the right of access in common with all other Co-Owners and Co-Occupiers of the Residential Project and RDPL Association and / or TMC and / or Property Management Agency, at all time for all purposes connected with quiet and peaceful use and enjoyment of the Common Areas and Facilities of the Said Tower and Common Parts, Amenities and Shared Facilities between the Residential Project i.e. Elgin & Hiland Greens II;

2. shall have the right of passage and ways in common with all other Co-Owners and Co-Occupiers of the Residential Project and RDPL Association and / or TMC and / or Property Management Agency, at all time with or without out vehicles over and along such driveways, passages and Parking Space (if any allotted to the Purchaser by the RDPL separately).

3. shall have the right to the passage of electricity, water etc. in common with all other Co-Owners and Co-Occupiers of the Said Tower and Residential Project, through the pipes, drains and wires lying below or above or around all other apartments for the common usage by all the Co-Owners and / or Co-Occupiers in the Said Tower and of the entire Residential Project and similar rights to passage shall be available to the other Co-Owners and Co-Occupiers of the Said Tower and / or the Residential Project and RDPL, TMC, and / or Property Management Agency from the Said Apartment of the Purchaser.

4. Shall have the right with or without workmen and necessary materials to enter from time to time upon adjoining apartments for the purpose of repairing so far as may be necessary of pipes, drains and wires as aforesaid and for the purpose of repairing any parts of the Said Apartment thereof in so far as such repair, repainting or cleaning as aforesaid cannot be reasonably carried out without such entry as is by these paragraph referred to and in all cases upon giving reasonable notice of intention so to enter to the apartments of the other Co-Owners or Co-Occupiers for the time being of the other apartment and similar rights to enter the Said Apartment of the Purchaser shall be available to the other Co-Owners and Co-Occupiers of the Said Tower and / or the Residential Project and RDPL, TMC, and / or Property Management Agency;

SIXTH SCHEDULE ABOVE REFERRED TO

TERMS, CONDITIONS, COVENANTS, STIPULATIONS, OBLIGATIONS AND RESTRICTIONS TO BE OBSERVED BY THE PURCHASER AND / OR OCCUPIERS

The terms, conditions, stipulations, obligations and restrictions that the Purchaser is bound to adhere and observe includes but not limited to the following :

1. Co-operate with the other Co-Owners and / or Co-Occupiers, Developer, Township Management Company, Association and / or Property Management Agency in the management and maintenance of the said Apartment, Said Tower and the said entire Residential Project and Township and to abide by the direction and/or decisions of the Developer / Township Maintenance Company / Association / Property Management Agency, as may be, made from time to time in the best interest of the entire Residential Project and / or Township;

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2. Abide by and observe at all times rules and regulations framed by the Developer, Township Management Company, Association and / or Property Management Agency, as the case may be, from time to time for peaceful use and enjoyment and maintenance and management of the Said Apartment, Said Tower, entire Residential Project and / or Township for the observance and performance of the building Rules. Regulations and Bye-laws for the time being of the municipality and of Government and other public bodies;

3. Permit the Developer/Township Management Company / Property Management Agency / Association and/or their agents with or without workmen, at all reasonable time and upon giving reasonable notice of such intention, to enter into the Said Apartment for the purpose of repairing any of the common areas or any appurtenance to any apartment and/or anything comprised in any apartment, in so far as the same cannot be carried out without such entry;

4. Regularly and punctually pay and discharge to the Developer, Township Management Company and / or Property Management Agency, as the case may be, proportionate Common Charges and Expenses and proportionate Township Maintenance Charges without any objections whatsoever or howsoever;

5. The Common Charges and Expenses shall be proportionately divided among the Co-Owners and / or Co-Occupiers of the Residential Project and Township Maintenance Charges shall be proportionately divided among the Co-Owners and / or Co-Occupiers of all the Project falling within the Township, in such manner as may be decided by the Developer, The Township Management Company, as the case may be, at its sole discretion from time to time in this regard;

6. At all times keep the interior walls, fittings, fixtures, appurtenances, floor, ceiling etc., of the Said Apartment in perfect condition and repair as and when so needed so as not to cause any damage to the Said Tower or any other space or accommodation thereon and keep the other Co-Owners and / or Co-Occupiers of the Said Tower indemnified from and against the consequences of any damage arising therefrom due to any default thereof;

7. The Purchaser shall only have the proportionate undivided impartiable variable right and interest in the Common Areas and Facilities of the Said Tower and land underneath the Said Tower along with other Co-Owners of the Said Tower and shall not do any act deed or thing which may in any way prevent and / or restrict the rights and liberties and / or privileges or cause any annoyance and / or disturbance of/to the other Co-Owners and / or Co-Occupiers and such rights and interests at all times shall remain undivided, impartiable and variable;

8. Independent of the said Apartment allotted or purchased, the Purchaser(s) shall not sell or transfer the Parking Space, except to the Developer herein. The Owner and Developer shall have all the right to allot/transfer the vacant unallotted parking spaces in the Said Tower and / or Residential Project at a subsequent stage amongst the other apartment owners pertaining to other towers and the Purchaser hereby consents to the same and hereby undertake and agrees not to raise any objection and / or claim of any nature and / or in any manner whatsoever in this regard;

9. The Purchaser shall be bound to sign and execute such papers and documents, and to do all such acts, deeds, and things as may be necessary from time to time for safeguarding the mutual interests of the Owner, Developer and other Co-Owners and / Or Co-Occupiers of the other spaces in the Township Project;

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10. It is agreed and understood without any doubt that that Purchaser shall not have any manner of right, title or interest in respect of Common Parts, Amenities and Shared Facilities between the Residential Project i.e. Elgin & Hiland Greens II and / or Specified Common Facilities, save and except the right to use and enjoy / or receive certain common services of / from the said Common Parts, Amenities and Shared Facilities between the Residential Project i.e. Elgin & Hiland Greens II and / or Specified Common Facilities, subject to the timely payment of the Common Charges and Expenses and Township Management Charges and the Developer at its sole discretion shall have exclusive right, title, interest to deal with and / or dispose of such Common Parts, Amenities and Shared Facilities between the Residential Project i.e. Elgin & Hiland Greens II and / or Specified Common Facilities in lieu of such consideration as the Developer and subject to such terms and conditions and consideration as the Developer deem fit and proper without any interference of any nature or in any manner whatsoever from the Purchaser;

11. The Purchaser shall be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the Said Apartment in the records of the concerned authorities within a reasonable time and shall keep the Owner and Developer indemnified against any loss, claims and demand that may arise against the Owner / Vendor and / or Developer due to non fulfillment and / or observance of this obligation by the Purchaser;

12. Pay to the Developer, Township Management Company, Association and / or Property Management Agency for all damages, destruction, or disfigure to any common fixtures and fittings, utilities and / or equipments of the Said Tower and/or the entire Residential Project and / or Township caused by negligence and / or wilful act of the Purchaser and / or authorised occupier of the Said Apartment and / or his/her family member, guests or servants of the Purchaser or such occupiers;

13. The Residential Project shall always be known as "**Elgin & Hiland Greens II**" and the Purchaser shall not be entitled to change such names at any point of time;

14. Carry out any interior or any other works in the Said Apartment only between reasonable hours so as not to cause any annoyance, nuisance and / or disturbance to the other Co-Owners and / or Co-Occupiers of the Said Tower and / or Residential Project;

II. NEGATIVE COVENANTS

The Purchaser of the Said Apartment hereby agrees, declares and undertakes that it shall :

1. (a) not make any structural additions and/or alternations to the Said Apartment such as beam, columns, partition walls etc. or improvements of a permanent nature except with the prior approval in writing of Developer, Township Management Company and / or Common Facilities Manager as the case may be.
(b) not to demolish or cause to de damaged or demolished the Said Apartment, Car Parking Space, if any, or any part or portion thereof;
(c) not to sub divide the Said Apartment and / or Car Parking Space, if any, and / or any part or portion thereof;
(d) not to close or permit the closing of verandahs or lounges or balconies or lobbies and common parts or portions and also not to alter or permit any alteration (including external wall paint) in the elevation and of the exposed walls of the verandahs, lounge or any external walls or the external doors and windows of the Said Apartment, including grills of the said Tower and / or Said Apartment which in the opinion of the Developer, Township Management Company and / or Common Facilities

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Manager differs from or is in deviation from or which in the opinion of the Vendor (or others as above) may affect the elevation in respect of the exterior walls of the said Tower.

(e) not to do or permit to be done any new window, doorways, path, passage drain or other encroachment or easement to be made in the Said Apartment save and except with the written permission from the Developer, Township Management Company and / or Common Facilities Manager, as the case may be;

(f) not to install grills, the design of which has not been suggested and/or approved by the Developer, Township Management Company or in any other manner do any other act which would in the opinion of the Developer Township Management Company, as the case may be, affect or detract from the uniformity and aesthetics of the exterior of the said Tower;

2. not to do or cause anything to be done in or around the said Apartment which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the Said Apartments or any other adjacent units and / or apartments to or over/below the Said Apartment or in any manner interfere with the use and rights and enjoyment thereof or any open passage or amenities available for common use.

3. (a) not to build, erect or put upon the Common Parts, Amenities and Shared Facilities between the Residential Project i.e. Elgin & Hiland Greens II and / or Specified Common Areas and Facilities any item of any nature whatsoever without the permission of the Developer, Township Management Company and / or Common Facilities Manager, as the case may be;

(b) not to obstruct and / or block any pathways, driveways, passages, side-walks, lobbies and / or common areas of the Tower or the Township Project in any manner whatsoever without the permission of the Developer, Township Management Company and / or Common Facilities Manager, as the case may be;

(c) not to damage or demolish or cause to be damaged or demolished any portion of the Common Parts, Amenities and Shared Facilities of the said Tower and the entire Township Project at any time or the fittings and fixtures affixed thereto.

(d) not to erect any compound wall/any other fencing within the Township Project;

4. not to hang from or to attach to the beams or rafts any articles or machinery or keep the machineries or article which are heavy or likely to affect or endanger or damage stability and / or the construction of the said Tower or any part thereof and shall not carry or cause to be carried heavy packages to the upper floors which may damage or likely to damage the staircase, common passages or any other structure of the said Tower in which the said Apartment is situated, including entrances of the said Tower and in case any damage is caused to the said Tower in which the said Apartment is situated or the said Apartment on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

5. not to store or bring and allow to be stored and brought in the said Apartment or in Car Parking Space, if any, or in any common areas any goods of hazardous or combustible nature, explosive chemicals or which are so heavy or operate or allow to operate machineries as to affect or endanger the structure of the Tower or any portion or any fittings or fixtures thereof including windows doors floors etc. in any manner.

6. not to throw or accumulate or cause or permit to be thrown or accumulated any dirt, rubbish or any other refuse or permit the same to be thrown or accumulated in the said Tower, the Common Parts, Amenities and Shared Facilities between the Residential Project i.e. Elgin & Hiland Green – II, the entire Township Project except in the space provided, demarcated and indicated for such usage in the Tower or the Township Project, as the case may be;

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7. not to do or cause or permit to be done any act, deed or thing which may render void or voidable any insurance of any apartment in or any part of the said Tower or cause any increased premium to be payable in respect thereof.

8. not to use the Said Apartment or permit the same to be used for any purpose save and except exclusively for residential purpose and not to use or permit the same to be used for any purpose which may cause or likely to cause nuisance annoyance or cause damage or inconvenience to any Co-Owners and/or Co-Occupiers of the Tower and/or the entire Township Project;

9. not to use the Said Apartment for any illegal or immoral purpose or for any commercial or industrial activities whatsoever;

10. not to make or permit any disturbing noises in the Said Apartment by the Purchaser himself, his family, his invitees or servants, nor do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the other Co-Owners and / or Co-Occupiers.

11. not to keep in the Car Parking Space, if allotted, anything other than cars or two wheeler and not to use the said Car Parking Space for any purpose other than parking of car or two wheelers and not to raise any kucha or pacca construction, grilled wall / enclosures thereon or any part thereof and to always keep the same open and not to permit any person to stay / dwell or store article therein;

12. not to park or allow his / her / its vehicle to be parked in the pathway or open spaces in the Specified Common Areas and Facilities or any part or portion thereof save and except the Car Parking Space allotted to the Purchaser or any other place specifically demarcated for the parking of the vehicle general public.

13. not to sell or transfer the Car Parking Space, if any, allotted under these presents to any person or party other than the Co-Owners of the Tower or Co-Owners of any other spaces in the Township Project.

14. not to put or affix any sign boards, glow signs, name plate or other similar things in any common areas or outside walls of the Said Apartment and/ or said Tower, save and except the place or places specifically provided for the purpose by Developer / Township Management Company / Common Facilities Manager.

15. not to claim any right of pre-emption or otherwise regarding any of the other apartments and / or any other parts or portions of the said Tower and / or Township Project;

16. generally not do any such things as will disturb peace, harmony, beauty, decency or aesthetic quality of the surroundings.

17. not to refuse or neglect to carry out any work directed to be executed in the said Tower or in the Said Apartment after he/she/they had taken possession thereof, by a Competent Authority, or require or hold the Developer Township Management Company liable for execution of such works.

18. not to shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the Tower in any manner whatsoever.

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IN WITNESS HEREOF THE PARTIES HERETO HAVE EXECUTED THIS DEED, THE DAY, THE MONTH AND THE YEAR HEREINABOVE WRITTEN.

Riverbank Developers Private Limited
Constituted Attorney of Bata India Limited

Authorized Signatory

Executed and Delivered by Owner at Kolkata in the presence of:

1. Premi Kr. Singh
2. Garstin Place
Kol-1

Riverbank Developers Private Limited

Authorized Signatory

Executed and Delivered by RDPL at Kolkata in the presence of:

Samar Kumar Roy,
2, Garstin Place,
Kol - 1

Executed and Delivered by the Purchaser(s) at Kolkata in the presence of:

Kalyanmoy Deb

Debjani Sarkar

Drafted & Prepared by:

Prajna Bhattacharjee

PRAJNA BHATTACHARJEE
ADVOCATE
F/1219/2014
RESPONSALIS
Advocates &Solicitors
2 Garstin Place, 5th Floor
Kolkata - 700001
Phone : + 91 33 4063 3208
Email : kolkata@responsalis.in

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MEMO OF CONSIDERATION

By appropriation of various amounts received on various dates, a sum of **Rs.27,06,700/- (Rupees Twenty Seven Lakh Six Thousand Seven Hundred only)**

Witnesses:

1. Prem Kumar Singh AR
   2, Garstin Place
   Kol-1

2. Samar Kumar Roy

Riverbank Developers Private Limited

Authorized Signatory

Riverbank Developers Private Limited

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Government of West Bengal
Directorate of Registration & Stamp Revenue

e-Assessment Slip

Query No / Year	1607-0000338742/2018	Office where deed will be registered
Query Date	28/02/2018 3:56:14 PM	A.D.S.R. BEHALA, District: South 24-Parganas
Applicant Name, Address & Other Details	RATUL BHATTACHARJEE 200GARSTIN PLACE, 5TH FLOOR,Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9883216597, Status :Advocate	
Transaction		Additional Transaction
[0101] Sale, Sale Document		[4308] Other than Immovable Property, Agreement [No of Agreement : 2]
Set Forth value		Market Value
Rs. 27,06,700/-		Rs. 35,68,000/-
Total Stamp Duty Payable(SD)		Total Registration Fee Payable
Rs. 2,14,100/- (Article:23)		Rs. 35,694/- (Article:A(1), E)
Mutation Fee Payable	Expected date of Presentation of Deed	Amount of Stamp Duty to be Paid by Non Judicial Stamp
Remarks		

Apartment Details :

District: South 24-Parganas, P.S:- Maheshtala, Municipality: MAHESHTALA, Mouza: Bangla, Road: Bata Road, Premises No: 1, Ward No: 27 28, ,Project Name :Calcutta River Side Hiland Elgin Pin Code : 700140

Sch No.	Plot No Details	Khatian Details	Floor Area (In Sq.Ft.)	Set Forth Value (In Rs.)	Market value (In Rs.)	Other Details
A1	LR - 333, 334	LR - 767, 767	Super Built-up Area: 1305	25,31,700/-,	33,93,000/-	Flat No: B4, Floor No: 10,Apartment Type: Flat/Apartment Residential Use , Floor Type: Tiles, Age of Flat: 0 Year ,Property is on Road, Other Amenities: Lift FacilityStatus of Completion : Completed, New Flat ,
A2	LR - 333, 334	LR - 767, 767	Area of Open garage: 135	1,75,000/-,	1,75,000/-	Flat No: 63, Gr. Floor,Apartment Type: Open Garage Residential Use , Floor Type: Cemented, Age of Flat: 0 Year ,Property is on Road, Other Amenities: Lift FacilityStatus of Completion : Completed, New Flat ,

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Seller Details :

Sl No	Name & address	Status	Execution Admission Details :
1	BATA INDIA LIMITED 6A, SN BANERJEE ROAD, P.O:- DHARMATALA, P.S:- New Market, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700013 , PAN No.:: AABCB1043Q, Status :Organization, Executed by: Representative	Organization	Executed by: Representative
2	RIVERBANK DEVELOPERS PRIVATE LIMITED 25C, AJC BOSE ROAD, 4TH FLOOR, P.O:- CIRCUS AVENUE, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700020 , PAN No.:: AADCR7997K, Status :Organization, Executed by: Representative	Organization	Executed by: Representative

Buyer Details :

Sl No	Name & address	Status	Execution Admission Details :
1	Mr KALYANMOY DEB Son of Late KUMUD CHANDRA DEB4288, INDIAN GLEN DR. OKEMOS, P.O:- MICHIGAN, P.S:- Michigan, United States, PIN - 48864 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: ABHPD2161K, Status :Individual, Executed by: Self , To be Admitted by: Self	Individual	Executed by: Self , To be Admitted by: Self
2	Mrs DEBJANI DEB, (Alias: Mrs DEBJANI SARKAR) Wife of Mr KALYANMOY DEB4288, INDIAN GLEN DR. OKEMOS, P.O:- MICHIGAN, P.S:- Michigan, United States, PIN - 48864 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AUXPD4432G, Status :Individual, Executed by: Self , To be Admitted by: Self	Individual	Executed by: Self , To be Admitted by: Self

Representative Details :

Sl No	Name & Address	Representative of
1	Mr TAPAS KUMAR TRIPATHI Son of Mr TAPAN KUMAR TRIPATHI225C, AJC BOSE ROAD, 4TH FLOOR, P.O:- CIRCUS AVENUE, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700020 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: ADXPT3780E	BATA INDIA LIMITED (as AUTHORIZED SIGNATORY), RIVERBANK DEVELOPERS PRIVATE LIMITED (as AUTHORIZED SIGNATORY)

Identifier Details :

Name & address
Mr PALASH HALDER Son of Mr S HALDER 2, GARSTIN PLACE, 5TH FLOOR, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, Sex: Male, By Caste: Hindu, Occupation: Law Clerk, Citizen of: India, , Identifier Of Mr KALYANMOY DEB, Mrs DEBJANI DEB, Mr TAPAS KUMAR TRIPATHI

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	N

Transfer of property for A1		
Sl.No	**From**	**To. with area (Name-Area)**
1	BATA INDIA LIMITED	Mr KALYANMOY DEB-326.250000 Sq Ft,Mrs DEBJANI DEB-326.250000 Sq Ft
2	RIVERBANK DEVELOPERS PRIVATE LIMITED	Mr KALYANMOY DEB-326.250000 Sq Ft,Mrs DEBJANI DEB-326.250000 Sq Ft

Transfer of property for A2		
Sl.No	**From**	**To. with area (Name-Area)**
1	BATA INDIA LIMITED	Mr KALYANMOY DEB-33.750000 Sq Ft,Mrs DEBJANI DEB-33.750000 Sq Ft
2	RIVERBANK DEVELOPERS PRIVATE LIMITED	Mr KALYANMOY DEB-33.750000 Sq Ft,Mrs DEBJANI DEB-33.750000 Sq Ft

Note:

1. If the given information are found incorrect, then the assessment made stands invalid.
2. Query is valid for 30 days (i.e. upto 30/03/2018) for e-Payment. Assessed market value & Query is valid for 44 days (i.e. upto 13/04/2018) for registration.
3. Standard User charge of Rs. 240/-(Rupees Two hundred fourty) only includes all taxes per document upto 17 (seventeen) pages and Rs 7/- (Rupees seven) only for each additional page will be applicable.
4. e-Payment of Stamp Duty and Registration Fees can be made if Stamp Duty or Registration Fees payable is more than Rs. 5000/-.
5. e-Payment is compulsory if Stamp Duty payable is more than Rs.10,000/- or Registration Fees payable is more than 5,000/- or both w.e.f 2nd May 2017.
6. Web-based e-Assessment report is provisional one and subjected to final verification by the concerned Registering Officer.
7. Quoting of PAN of Seller and Buyer is a must when the market value of the property exceeds Rs. 10 lac (Income Tax Act, 1961). If the party concerned does not have a PAN, he/she has to submit a declaration in form no. 60 together with all particulars as required
8. Rs 50/- (Rupees fifty) only will be charged from the Applicant for issuing of this e-Assessment Slip if the property under transaction situates in Municipality/Municipal Corporation/Notified Area.
9. Mutation fees are also collected if stamp duty and registration fees are paid electronically i.e. through GRIPS. If those are not paid through GRIPS then mutation fee are required to be paid at the concerned BLLRO office.

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स्थाई लेखा संख्या /PERMANENT ACCOUNT NUMBER

AABCB1043Q

नाम /NAME

BATA INDIA LIMITED

निगमन/बनने की तिथि /DATE OF INCORPORATION/FORMATION

23-12-1931

आयकर आयुक्त, प.बं.-XI

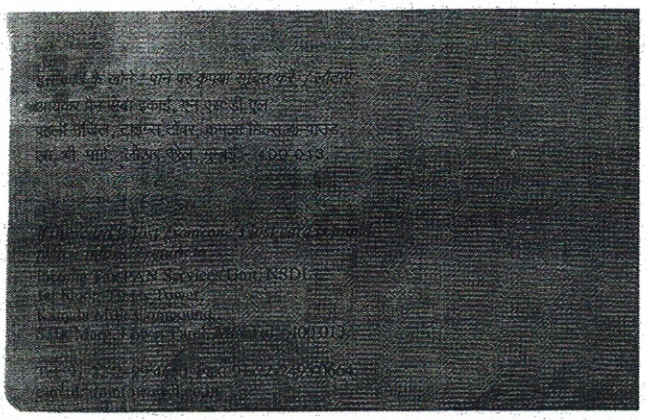
COMMISSIONER OF INCOME-TAX, W.B. - XI

इस कार्ड के खो / मिल जाने पर कृपया जारी करने
वाले प्राधिकारी को सूचित / वापस कर दें
संयुक्त आयकर आयुक्त(प्रणाली एवं तकनीकी),
पी-7,
चौरंगी स्क्वायर,
कलकत्ता - 700 069.

In case this card is lost/found,kindly inform/return to
the issuing authority :
Joint Commissioner of Income-tax(Systems & Technical),
P-7,
Chowringhee Square,
Calcutta- 700 069.

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Allotted
Kalyanmay Deb

For loan purpose only



Attested

Debjani Sarkar

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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1607-2018, Page from 70345 to 70396

being No 160702169 for the year 2018.



Digitally signed by BISWARUP GOSWAMI
Date: 2018.03.09 17:26:40 +05:30
Reason: Digital Signing of Deed.

(Biswarup Goswami) 3/9/2018 5:26:19 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
West Bengal.

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(This document is digitally signed.)