

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE executed on this day of,
2023 (Two Thousand Twenty Three) **BETWEEN (1) SRI NIKHIL CHANDA,**
(PAN : ANXPC3042L), (Aadhaar No. 9113 8920 2558) son of Late Ananga Mohan
Chanda, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at
Arnab Apartment, Flat No.- 6, Mahamaya Mandir Road, P.S.- Narendrapur, P.O.-
Garia, Kolkata- 700084, **(2) SRI SUDHENDU CHANDA,** (PAN : AIHPC5897J), (Aadhaar
No.: 5906 4742 2317) son of Late Ananga Mohan Chanda, by faith- Hindu, by
occupation- Retired, by Nationality – Indian, residing at 81, Garia Gardens,
Hindustan More, P.O.- Garia, P.S.- Narendrapur, Kolkata- 700084, **(3) SRI**

PUSHPENDU CHANDA, (PAN : BDBPC9690K), (Aadhaar No.: 9681 5719 6806) son of Late Ananga Mohan Chanda, by faith- Hindu, by occupation- Retired, by Nationality – Indian, residing at 81, Garia Gardens, Hindustan More, P.O.- Garia, P.S.- Narendrapur, Kolkata- 700084, **(4) SRI SANJAY SINHA (PAN : AISPS9577L), (Aadhaar No. 5473 5884 2571)**, son of Late Jyotirmay Sinha, by faith- Hindu, by occupation Service, by nationality- Indian, residing at Ghosal Para, Amtala, Fartabad, P.O. Garia, P.S. Narendrapur, Kolkata - 700084, **(5) SRI SUJAY SINHA (PAN : BGYPS4598E), (Aadhaar No. 9453 4624 3500)**, son of Late Jyotirmay Sinha, by faith- Hindu, by occupation Service, by nationality- Indian, residing at Ringhim Nampalam Upper Singhik, Near Govt. Sr. Sec. School, Mangan, Sikkim – 737116, **(6) SMT JAYATI BOSE (PAN : AFAPB0567J), (Aadhaar No. 9650 5565 5429)**, wife of Sri Surjakanta Bose, daughter of Late Jyotirmay Sinha, by faith- Hindu, by occupation Housewife, by nationality- Indian, residing at- Civil Township, Rourkela – 4, Raghunathpalli, Sundergarh, Odisha – 769012, **(7) SMT SIMA MITRA (PAN : AOAPM8381E), (Aadhaar No. 4314 3496 6121)**, wife of Ananda Kumar Mitra, by faith- Hindu, by occupation Housewife, by nationality- Indian, residing at- Tarapukur, Paschim Pally, Panihati, P.O. Agarpara, West Bengal, Pin- 700109, **(8) SRI ARITRA DAS (PAN : AFEPD8875P), (Aadhaar No. 8812 8941 9312)**, son of Late Satiprasad Das, by faith- Hindu, by occupation Service, by nationality- Indian, residing at – B-14/356, Himgiri Apartment, Sector- 34, Noida, Gautam Buddha Nagar, Uttar Pradesh- 201301, **(9) SMT ANANTA DAS (PAN : GSFPD3077M), (Aadhaar No. 5311 3803 7101)**, daughter of Sri Aritra Das and Late Nandita Das, by faith- Hindu, by occupation Student, by nationality- Indian, residing at B-14/356, Himgiri Apartment, Sector- 34, Noida, Gautam Buddha Nagar, Uttar Pradesh- 201307, **(10) SMT GAYETRI BOSE (PAN : FRBPB3908R), (Aadhaar No. 9481 7076 5931)** Daughter of Amalendu Mohan Chanda, by faith- Hindu, by occupation Housewife, by nationality- Indian, residing at – 1, Chanchal Sarani, Santoshpur, Kolkata - 700075, **(11) SMT PAPIA BASAK (PAN : BFKPB5576A), (Aadhaar No. 6615 4249 6676)** wife of Sukhendu Basak, by faith- Hindu, by occupation Housewife, by nationality- Indian, residing at – 4/56, Jatin Das Nagar, Belgharia, Kamarhati, West Bengal, Pin- 700056, **(12) SRI ALOKE CHANDA (PAN : AEPPC7615E), (Aadhaar No. 8904 2841 8072)** son of Late Amalendu Mohan Chanda, by faith- Hindu, by occupation Service, by nationality- Indian, residing at - Bidhanpally, Nima Sarai, Malda Jhaljhulia Railway Colony, West Bengal, Pin- 732102, **(13) SRI AMITAVA CHANDA (PAN : AEWPC5039B), (Aadhaar No. 6001 2549 6828)** son of Late Amalendu Chanda, by faith- Hindu, by occupation- Service, by nationality- Indian, residing at- Bidhanpally,

Jhaljhalia, English Bazar, Malda, Bagbari, West Bengal, Pin - 732102, **(14) SRI ANIRUDDHA CHANDA (PAN: ACIPC7826L), (Aadhaar No. 7169 0275 8684)** son of Late Amalendu Mohan Chanda, by faith- Hindu, by occupation Service, by nationality- Indian, residing at - Bidhanpally, Nima Sarai, Malda Jhaljhalia, West Bengal, Pin- 732102, **(15) SRI NILADRI CHANDA (PAN : ADAPC9379F), (Aadhaar No. 8981 8099 9983)** son of Late Niharendu Chanda, by faith- Hindu, by occupation Service, by nationality- Indian, residing at – Michael Madhusudan Road, Deshbandhu Para, P.S. Siliguri, Dist. Darjeeling, Pin- 734004, **(16) SRI HIMADRI CHANDA (PAN : AFUPC3484M), (Aadhaar No. 2701 8871 2256),** son of Late Niharendu Chanda, by faith- Hindu, by occupation Service, by nationality- Indian, residing at – Mahamaya Kalibari, Deshbandhupara, Dabgram, Jalpaiguri- 734004, **(17) SMT ELA CHANDA (PAN: AIUPC0079R), (Aadhaar No.9125 0579 4411),** wife of Late Niharendu Chanda, by faith- Hindu, by occupation Housewife, by nationality- Indian, residing at- 29, Maikel Madhusudhan Dutta Road, Siliguri Town, West Bengal, Pin- 734004, **(18) SMT SANGEETA MITRA (PAN : BULPM5958D), (Aadhaar No. 2022 6573 9272),** wife of Prasanta Kumar Mitra, by faith- Hindu, by occupation Housewife, by nationality- Indian, residing at- G-10A, In Front of DVC Club, DVC New Colony, Hazaribag, Jharkhand, Pin- 825301, **(19) SMT SIBANI CHANDA (PAN : AOSPC0614E), (Aadhaar No. 3253 3144 4397),** wife of- Sajalendu Chanda, daughter of Late Sukumar Bose, by faith- Hindu, by occupation Housewife, by nationality- Indian, residing at- Gurusaday Dutta Road, Rabindra Sarani, Uttar Bharatnagar, Siliguri, Darjeeling, Pin- 734006, **(20) SRI SUDIPTA CHANDA (PAN : ADZPC7754M), (Aadhaar No. 9728 4590 9935),** son of Sajalendu Chanda, by faith- Hindu, by occupation Service, by nationality- Indian, residing at – Swarup Apartment, Garia Station 1st Lane, Tentulberia, P.O. Garia, P.S. Narendrapur, Kolkata- 700084, **(21) SMT SUDIPA CHOUDHURY CHANDA (PAN : AGIPC6204E), (Aadhaar No. 3878 9388 0656),** wife of Manoj Choudhury, daughter of Late Sajalendu Chanda, by faith- Hindu, by occupation Housewife, by nationality- Indian, residing at – Andharu Para, English Bazar, Malda, West Bengal, Pin- 732101, **(22) SRI ABHIJIT CHANDA, (PAN- ABYPC4235E), (Aadhaar No. 3176 5278 4481),** son of- Late Ardhendu Chanda, by faith- Hindu, by occupation Service, by nationality- Indian, residing at- Gurusaday Dutta Road, Rabindra Sarani, North Bharatnagar, Siliguri, Pin- 734006, District – Darjeeling, **(23) SMT. MANIKA GHOSH (PAN- AJKPG8953B), (Aadhaar No. 2293 9868 9472),** Wife of Sri Partha Sarathi Ghosh, daughter of Late Ardhendu Chanda, by faith- Hindu, by occupation Service, by nationality- Indian, residing at- Gurusaday Dutta Road, Rabindra Sarani, North Bharatnagar, Siliguri, Pin- 734006,

District – Darjeeling, **(24) SRI KINGSHUK BOSE (PAN : EPEPB9713N), (Aadhaar No. 8903 6531 5266)**, son of- Late Kajal Kumar Bose, by faith- Hindu, by occupation Service, by nationality- Indian, residing at – Bharatnagar, Rabindra Sarani, P.S. Siliguri, Dist. Darjeeling, Pin- 734004, **(25) SMT MADHUMITA BOSE (PAN : BJRPB5394M), (Aadhaar No. 9177 8785 5069)**, wife of- Late Kajal Kumar Bose, by faith- Hindu, by occupation Housewife, by nationality- Indian, residing at – Bharatnagar, Rabindra Sarani, P.S. Siliguri, Dist. Darjeeling, Pin- 734004, **(26) SMT KOLY DEB (PAN : AVTPD8709K), (Aadhaar No. 7720 6496 4827)** wife of- A.N. Deb, D/o. Late Kalia Kanta Bose, by faith- Hindu, by occupation Housewife, by nationality- Indian, residing at – 8/7, S.N. Bose Road, P.S. Durgapur, Dist. Burdwan, Pin- 713205, **(27) SMT KUHELI SUBROTO SOM (PAN : ATJPS6111N) (Aadhaar No. 6569 6756 4675)**, wife of- Subroto Som, D/o. Late Kalia Kanta Bose, by faith- Hindu, by occupation Housewife, by nationality- Indian, residing at – A/412, Kasturi Plaza, Manpada Road, Dombivli East, Tilak Nagar, Thane, Pin- 421201, State of Maharashtra, **(28) SMT. ARATI MAITRA, (PAN – GJZPM4434A), (Aadhaar No. 6463 2150 9922)**, wife of Sri Ashis Maitra, daughter of Late Barendra Chandra Goswami @ Barun Goswami @ Barendra Nath Goswami, by faith - Hindu, by occupation - Housewife, by nationality- Indian, residing at- 2A/1, Jayasree Park, P.S. & P.O. - Sarsoona, Kolkata -700061, **(29) SMT. ILA CHATTERJEE, (PAN – AFWPC9478H), (Aadhaar No. 8327 8314 7122)**, wife of Sri Sambhu Nath Chatterjee, daughter of- Barendra Chandra Goswami @ Barun Goswami @ Barendra Nath Goswami, by faith- Hindu, by occupation- Housewife, by nationality- Indian, residing at- 19B, Garia Place, “Ashabari Apartment”, Room No. 1-4, P.O.- Garia, P.S.- Narendrapur (previously Narendrapur), Kolkata- 700084, **(30) SMT. SHILA BHATTACHARJEE, (PAN – BKAPB5593E), (Aadhaar No. 6798 3712 9271)**, wife of Sri Nihar Bhattacharjee, daughter of Barendra Chandra Goswami @ Barun Goswami @ Barendra Nath Goswami, by faith- Hindu, by occupation- Housewife, by nationality- Indian, residing at- 9A, Brojendra Lal Ganguly Lane, P.O. & P.S. - Tollygunge, Kolkata - 700033, **(31) SMT. LAKSHMI SETT, (PAN – GCKPS2280A), (Aadhaar No. 8431 2702 4194)**, wife of Sri Surajit Sett, daughter of Barendra Chandra Goswami @ Barun Goswami @ Barendra Nath Goswami, by faith- Hindu, by occupation- Housewife, by nationality- Indian, residing at Garia Station Road (near Garia Boroda Prasad High School), P.O.- Garia, P.S.- Narendrapur (previously Narendrapur), Kolkata- 700084, **(32) SMT. MITALI ROY, (PAN – AGGPR8203G), (Aadhaar No. 6182 3043 2680)**, wife of Sri Alope Kumar Roy, daughter of Late Biswanath Chatterjee, by faith - Hindu, by occupation - Housewife, by nationality- Indian, residing at- Uma Villa, 2nd Floor, Flat

No. - C, Garia Gardens, P.O.- Garia, P.S.- Narendrapur, Kolkata- 700084, District – South 24 Parganas, **(33) SMT. SONALI CHAKRABORTY, (PAN – AWUPC1677K), (Aadhaar No. 6182 3043 2680)**, wife of Sri Apurba Kumar Chakraborty, daughter of Late Biswanath Chatterjee, by faith - Hindu, by occupation - Housewife, by nationality- Indian, residing at- Uma Villa, 2nd Floor, Flat No. - C, Garia Gardens, P.O.- Garia, P.S.- Narendrapur, Kolkata- 700084, District – South 24 Parganas, **(34) SMT. BALAKA DUTTA (PAN: AHRPD3617L) (ADHAAR NO. 421765433147)** wife of Late Himadri Sekhar Dutta, by faith- Hindu, by occupation- Housewife, **(35) SRI UDITARKO DUTTA (PAN : AXYPD0618G) (ADHAAR NO. 216347973122)** Son of Late Himadri Sekhar Dutta by faith- Hindu, by occupation- Services and **(36) MISS SINJINI DUTTA (PAN : GOWPD4667G) (ADHAAR NO. 280737367442)** daughter of Late Himadri Sekhar Dutta, by faith- Hindu, by occupation- Services, **(34-36)** are by nationality- Indian, residing at – Skyline Residency, P.O. - Garia, P.S.- Narendrapur, Rajpur- Sonarpur Municipality, Kolkata-700084, **(37) SRI SITANGSU KUMAR DUTTA (PAN- ACPPD3201R) (ADHAAR NO. 3272 0366 9051)**, son of- Late Satyendra Mohan Dutta, by faith- Hindu, by occupation- Retired, by nationality- Indian, residing at – 12C, Baishnabghata Lane, P.O. - Naktala, P.S. – Netaji Nagar, Kolkata – 700047, **(38) SMT. SUBRATA DUTTA (PAN AHAPD1353J) (ADHAAR NO. 6485 1892 7347)**, **(39) SRI SANJAY DUTTA (PAN BKZPD8282P) (ADHAAR NO. 9260 7580 3331)** and **(40) SRI DIPANKAR DUTTA (PAN CBYPD4050J) (ADHAAR NO. 8510 0779 1877)** **(38-40)** are sons of- Late Sudhangshu Kumar Dutta, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at – M/26, Prantika, Mahamayapur, Garia, P.S.- Narendrapur, Rajpur- Sonarpur Municipality, Kolkata-700084, **(41) GANGULY HOME SEARCH PRIVATE LIMITED, (PAN No. AADCG2860J)** a Company incorporated under the provisions of the Companies Act, 1956 having its office at- 167, Garia Station Road, Garia, Kolkata- 700084 and Head office at- 159, Garia Station Road, Garia, Kolkata- 700084 and represented by one of its Directors **SRI AMIT GANGULY (PAN AIEPG3746R), (Aadhaar No. 2726 8086 1832)** son of- Late Ranjit Ganguly, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at- 174, Garia Station Road, P.O.- Garia, P.S.- Narendrapur, Kolkata- 700084, **(42) SARDEV INFRACON PVT. LTD., (PAN – ABECS0856L)**, a registered company registered under the Companies Act vide CIN No. U70109WB2020PTC238490 having its registered office at 86/B/2, Topsia Road, South, Flat No. 3D, Third Floor,, P.O. – Gobinda Khatik Road, P.S. – Topsia, Kolkata- 700046, District – South 24 Parganas, **(43) SARDEV PROMOTERS PVT. LTD., (PAN – ABECS0097H)**, a registered company registered under the Companies Act vide CIN No. U70109WB2020PTC238235, having

its registered office at 86/B/2, Topsia Road, South, Flat No. 3D, Third Floor, P.O. – Gobinda Khatik Road, P.S. – Topsia, Kolkata- 700046, District – South 24 Parganas, **(42 & 43)** are represented by its Director, **SRI RISHAV JHUNJHUNWALA** (PAN – AOTPJ5217K), (Aadhaar No. 732354600427), Son of Sri Manish Jhunjunwala, by faith - Hindu, by occupation- Business, residing at Rajbari, Flat No.1B,19, Dover Place, P.O. - Gariahat, P.S.- Gariahat, Kolkata - 700019, District - South 24 Parganas, **(44) GREENERY INFRATECH PVT. LTD.**, (PAN – AAICG4016D), a registered company registered under the Companies Act vide CIN No. U70100WB2020PTC238212 having its registered office at 86B/2, Topsia Road, South, Flat No. 3D, Third Floor, Kolkata- 700046, District – South 24 Parganas by its Authorized Signatory, **SRI AMIT GANGULY**, (PAN AIEPG3746R), (Aadhaar No. 2726 8086 1832) son of- Late Ranjit Ganguly, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at- 174, Garia Station Road, P.O.- Garia, P.S.- Narendrapur, Kolkata- 700084, District – South 24 Parganas, **(45) VIDHRA INFRACON PVT. LTD.**, (PAN – AAHCV5042R), a registered company registered under the Companies Act vide CIN No. U70200WB2020PTC238499, having its registered office at 86B/2, Topsia Road, South, Flat No. 3D, Third Floor, P.O. – Gobinda Khatik Road, P.S. – Topsia, Kolkata- 700046, District – South 24 Parganas, represented by its Director, **SRI RISHAV JHUNJHUNWALA** (PAN – AOTPJ5217K), (Aadhaar No. 732354600427), Son of Sri Manish Jhunjunwala, by faith - Hindu, by occupation- Business, residing at Rajbari, Flat No.1B,19, Dover Place, P.O. and P.S. - Gariahat, Kolkata - 700019, District - South 24 Parganas, hereinafter jointly referred to as the “**LANDOWNERS/VENDORS**” and **(1-45)** all are represented by their lawful constituted attorney **GANGULY EVERA DEVELOPERS LLP** (PAN - AATFG9509M), a Limited Liability Partnership Firm incorporated under the provisions of the Limited Liability Partnership Act 2008, and having its registered office at 4Sight Prestige, 159, Garia Station Road, P.O.- Garia, P.S.- Narendrapur, Kolkata 700 084 represented through its designated partner **SRI AMIT GANGULY** (PAN AIEPG3746R), (Aadhaar No. 2726 8086 1832) son of- Late Ranjit Ganguly, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at- 174, Garia Station Road, P.O.- Garia, P.S.- Narendrapur, Kolkata- 700084, (which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include their successors and permitted assigns) of the **FIRST PART;**

AND

GANGULY EVERA DEVELOPERS LLP (PAN - AATFG9509M), a Limited Liability Partnership Firm incorporated under the provisions of the Limited Liability Partnership Act 2008, and having its registered office at 4Sight Prestige, 159, Garia Station Road, P.O.- Garia, P.S.- Narendrapur, Kolkata 700 084 represented through its designated partner **SRI AMIT GANGULY** (PAN - AIEPG3746R) son of- Late Ranjit Ganguly, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at- 174, Garia Station Road , P.O.- Garia, P.S.- Narendrapur, Kolkata-700084, duly authorized vide Resolution dated _____ (hereinafter referred to as the "**DEVELOPER**" (which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**;

AND

..... (PAN) (Aadhaar No.)
 son/daughter/wife of, by faith- Hindu, by nationality - Indian, by occupation, residing at, India, hereinafter called the "**PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**;

The Developer and Purchaser/s shall hereinafter collectively be referred to as the "Parties" and individually as a "Party"

WHEREAS:

1. Ananga Mohan Chanda by dint of a Bengali Kobala (Deed of Conveyance) dated 16.05.1959, duly registered in the Office of Sub-Registrar at Baruipur and recorded in Book No. I, Volume No. 39, Pages 206 to 210, Being No. 4549 for the year 1959, he bought all that piece and parcel of land measuring 21 decimal, out of which land measuring 12 decimal in R.S. Dag No. 638, and land measuring 9 decimal in R.S. Dag No. 644 under R.S. Khatian No. 774 from Mihir Chowdhury, the R.S. recorded owner, against valuable consideration mentioned therein and duly mutated his name in the office of the concerned Government Authorities, paid regular rents and taxes and thereafter constructed a single storied residential building upon the said land;
2. Amalendu Mohan Chanda, the eldest son of said Ananga Mohan Chanda died

on 02.02.1980, leaving behind him his wife Smt. Mira Chanda, 3 (three) sons namely (1) Sri Aniruddha Chanda, (2) Sri Amitava Chanda and (3) Sri Alok Chanda and 2 (two) daughters namely (1) Smt. Papia Basak and (2) Smt. Gayetri Bose as his legal heirs;

3. Ananga Mohan Chanda while enjoying absolute ownership and peaceful possession over his aforesaid landed property, he died intestate on 02.04.1981, leaving behind him his wife Smt. Ava Rani Chanda, 7 (seven) sons namely, (1) Ardhendu Mohan Chanda, (2) Nikhil Chanda, (3) Sudhendu Chanda, (4) Pushpendu Chanda, (5) Saradindu Chanda, (6) Niharendu Chanda, (7) Sajalendu Chanda, 3 (three) daughters namely (1) Purnima Sinha, (2) Sima Mitra, (3) Anima Bose, and the legal heirs of his pre-deceased son namely Late Amalendu Mohan Chanda i.e. (1) Smt. Mira Chanda, (2) Sri Aniruddha Chanda, (3) Sri Amitava Chanda, (4) Sri Alok Chanda, (5) Smt. Papia Basak, (6) Smt. Gayetri Bose as his legal heirs and successors who jointly inherited the said land of Late Ananga Mohan Chanda;
4. Smt. Ava Rani Chanda, wife of Late Ananga Mohan Chanda died intestate on 02.01.1992 and her undivided 1/12th share in the said land devolved upon the surviving legal heirs namely (1) Ardhendu Mohan Chanda, (2) Nikhil Chanda, (3) Sudhendu Chanda, (4) Pushpendu Chanda, (5) Saradindu Chanda, (6) Niharendu Chanda, (7) Sajalendu Chanda, (8) Purnima Sinha, (9) Sima Mitra, (10) Anima Bose, (11) Smt. Mira Chanda, (12) Sri Aniruddha Chanda, (13) Sri Amitava Chanda, (14) Sri Alok Chanda, (15) Smt. Papia Basak, (16) Smt. Gayetri Bose;
5. Ardhendu Mohan Chanda, son of Late Ananga Mohan Chanda, while seized and possessed of his undivided 1/11th share in the said land, he died intestate on 01.08.2021 leaving behind him his one son namely Abhijit Chanda and one daughter namely Manika Ghosh as his only legal heirs and successors who jointly inherited the said undivided 1/11th share of Late Ardhendu Mohan Chanda in the said land;
6. Smt. Mira Chanda, wife of Late Amalendu Mohan Chanda died intestate on 19.01.2013 leaving behind her surviving legal heirs namely (1) Sri Aniruddha Chanda, (2) Sri Amitava Chanda, (3) Sri Alok Chanda, (4) Smt. Papia Basak, (5) Smt. Gayetri Bose who jointly inherited and became the joint owners and possessors of the undivided 1/11th share of Late Amalendu Mohan Chanda in the said land;
7. Saradindu Chanda, son of Late Ananga Mohan Chanda, while seized and

possessed of his undivided 1/11th share in the said land, he died intestate on 04.10.2002, leaving behind him his only daughter namely Smt. Nandita Das, wife of Sri Aritra Das as his only legal heir and successor who solely inherited the undivided 1/11th share of Late Saradindu Chanda, in the said land;

8. Thereafter, said Nandita Das, while seized and possessed of said undivided 1/11th share in the land, she died intestate on 04.01.2018 leaving behind her husband namely Aritra Das and only daughter namely Ananta Das, as her only legal heirs and successors who jointly inherited the said undivided 1/11th share of the deceased Nandita Das in the said land;
9. Niharendu Mohan Chanda, son of Late Ananga Mohan Chanda while seized and possessed of his undivided 1/11th share in the said land, he died intestate on 05.04.2005, leaving behind him his wife Smt. Ela Chanda, 2 (two) sons namely Niladri Chanda and Himadri Chanda and 1 (one) daughter namely Smt. Sangeeta Mitra as his only legal heirs and successors who jointly inherited the undivided 1/11th share of Late Niharendu Mohan Chanda in the said land;
10. Sajalendu Chanda, son of Late Ananga Mohan Chanda while seized and possessed of his undivided 1/11th share in the said land, he died intestate on 13.10.2014, leaving behind him his wife Smt. Shibani Chanda, 1 (one) son namely Sudipta Chanda and 1 (one) daughter namely Smt. Sudipa Chowdhury as his only legal heirs and successors who jointly inherited the undivided 1/11th share of Late Sajalendu Chanda in the said land;
11. Smt. Purnima Sinha, wife of Late Jyotirmay Sinha, daughter of Late Ananga Mohan Chanda, while seized and possessed of her undivided 1/11th share in the said land, she died intestate on 12.06.2020, leaving behind her, 2 (two) sons namely Sanjay Sinha, Sujay Sinha and 1 (one) daughter namely Smt. Jayati Bose, wife of Surjakanta Bose as her only legal heirs and successors who jointly inherited the undivided 1/11th share of Late Purnima Sinha in the said land;
12. Smt. Anima Bose, wife of Kalia Kanta Bose, daughter of Late Ananga Mohan Chanda, while seized and possessed of her undivided 1/11th share in the said land, she died intestate on 01.05.2004, and subsequently her husband said Kalia Kanta Bose died on 11.12.2012 leaving behind them their 1 (one) son namely Kajal Kumar Bose, and 2 (two) daughters namely Smt. Koly Deb, wife of A.N. Deb, Smt. Kuheli Subrata Som, wife of Subrata Som as their only legal heirs and successors who jointly inherited the undivided 1/11th share of Late Purnima Sinha in the said land;

- 13.** Late Anima Bose during her lifetime had purchased land measuring 8.75 decimal in R.S. Dag Nos. 643 and 644 under R.S. Khatian No. 774 from Mihir Chowdhury, son of Sukumar Chowdhury by dint of a Bengali Kobala (Deed of Conveyance) dated 19.05.1959, duly registered at DR Alipore, and recorded in Book No. I, Volume No. 42, Pages from 63 to 67, being Deed No. 1640 for the year 1959 against valuable consideration mentioned therein;
- 14.** That after the demise of said Anima Bose, Smt. Koly Deb, wife of A.N. Deb and Smt. Kuheli Som, wife of Subrato Som while seized and possessed of undivided 2/3rd share in the land measuring 8.75 decimal as mentioned in Clause 'M' hereinabove, they sold, transferred and conveyed the same in favour of Ashapura Vapayar Pvt. Ltd. along with 24 other Companies by virtue of a Sale Deed dated 07.08.2013, duly registered in the Office of ADSR Narendrapur, and recorded in Book No. I, CD Volume No. 23, Pages from 6691 to 6705, being Deed No. 11250 for the year 2014 against valuable consideration mentioned therein;
- 15.** Ashapura Vapayar Pvt. Ltd. along with 24 other Companies while seized and possessed of the undivided 2/3rd share in the said land measuring 8.75 decimal, they sold, transferred and conveyed the same by dint of a Deed of Sale dated 05.01.2021, duly registered in the Office of ADSR Garia, and recorded in Book No. I, Volume No. 1629-2021, Pages 15718 to 15746, being Deed No. 162900221 for the year 2021 in favour of Greenary Infratech Pvt. Ltd. against valuable consideration mentioned therein;
- 16.** Kajal Kumar Bose, son of Late Kalia Kanta Bose and Late Anima Bose, while seized and possessed of undivided 1/3rd share in land measuring 8.75 decimal as mentioned in Clause 'M' hereinabove, he sold, transferred and conveyed the same in favour of Ganguly Home Search Pvt. Ltd. by virtue of a Sale Deed dated 20.02.2018, duly registered in the Office of ADSR Garia, and recorded in Book No. I, Volume No. 1629-2018, Pages from 27416 to 27436, being Deed No. 162900795 for the year 2018 against valuable consideration mentioned therein, thus said Ganguly Home Search Pvt. Ltd. became the owners of the entire landed properties measuring 8.75 decimal in Dag No. 643 and 644 under R.S. Khatian No. 774, at Mouza- Barhans Fartabad, JL No. 47;
- 17.** Sri Nikhil Chanda, Sri Pushpendu Chanda, Smt. Nandita Das, since deceased, Smt. Purnima Sinha, since deceased, Smt. Sima Mitra, while seized and possessed of their undivided 5/11th share in the said land measuring 21 decimal, they being desirous of constructing multi-storied building upon their

said land, they entered into a Development Agreement with Ganguly Home Search Pvt. Ltd. dated 15.11.2014, duly registered in the Office of ADSR Garia, and recorded in Book No. I, CD Volume No. 1, Pages from 413 to 450, being Deed No. 00028 for the year 2014 and also executed a Development Power of Attorney in favour of Ganguly Home Search Pvt. Ltd. dated 15.11.2014, duly registered in the Office of ADSR Garia, and recorded in Book No. I, CD Volume No. 1, Pages from 535 to 553, being Deed No. 00030 for the year 2014;

18. Sri Amitava Chanda and Sri Alok Chanda, both sons of Late Amalendu Mohan Chanda, while seized and possessed of their joint and undivided 2/55th share entered into a Development Agreement with Ganguly Home Search Pvt. Ltd. dated 07.12.2014, duly registered at the Office of ADSR Garia, and recorded in Book No. I, CD Volume No. 2, Pages from 408 to 441, being Deed No. 351 for the year 2014 and also executed a Development Power of Attorney dated 07.12.2014, duly registered at the Office of ADSR Garia, and recorded in Book No. I, CD Volume No. 1, Pages from 7023 to 7038, being Deed No. 355 for the year 2014;
19. Sri Aniruddha Chanda, son of Late Amalendu Mohan Chanda, while seized and possessed of his undivided 1/55th share entered into a Development Agreement with Ganguly Home Search Pvt. Ltd. dated 05.02.2016, duly registered at the Office of ADSR Garia, and recorded in Book No. I, CD Volume No. 1629-2016, Pages from 8302 to 8346, being Deed No. 162900366 for the year 2016 and also executed a Development Power of Attorney dated 05.02.2016, duly registered at the Office of ADSR Garia, and recorded in Book No. I, Volume No. 1629-2016, Pages from 8474 to 8495, being Deed No. 162900371 for the year 2016;
20. Smt. Papia Basak, wife of Sukhen Basak, and Smt. Gayetri Bose, wife of Sri Prabhat Bose, both daughters of Late Amalendu Mohan Chanda, while seized and possessed of the undivided 2/55th share in the said land, entered into a Development Agreement with Ganguly Home Search Pvt. Ltd. dated 15.11.2014, duly registered at the Office of ADSR Garia, and recorded in Book No. I, CD Volume No. 1, Pages from 499 to 534, being Deed No. 00029 for the year 2014 and also executed a Development Power of Attorney dated 15.11.2014, duly registered at the Office of ADSR Garia, and recorded in Book No. I, Volume No. 1, Pages from 554 to 570, being Deed No. 00031 for the year 2014;
21. Sri Ardhendu Mohan Chanda, son of Late Ananga Mohan Chanda, while seized

and possessed of his undivided 1/11th share in the said land, entered into a Development Agreement with Ganguly Home Search Pvt. Ltd. dated 08.09.2015, duly registered at the Office of ADSR Garia, and recorded in Book No. I, CD Volume No. 1629-2015, Pages from 26422 to 26460, being Deed No. 162903140 for the year 2015 and also executed a Development Power of Attorney dated 09.09.2015, duly registered at the Office of ADSR Garia, and recorded in Book No. I, Volume No. 1629-2015, Pages from 26658 to 26679, being Deed No. 162903114 for the year 2015;

- 22.** Smt. Ela Chanda, wife of Late Niharendu Mohan Chanda, Sri Niladri Chanda and Sri Himadri Chanda, both sons of Late Niharendu Mohan Chanda, while seized and possessed of the undivided 3/44th share in the said land, entered into a Development Agreement with Ganguly Home Search Pvt. Ltd. dated 07.12.2014, duly registered at the Office of ADSR Garia, and recorded in Book No. I, CD Volume No. 2, Pages from 306 to 339, being Deed No. 00352 for the year 2014 and also executed a Development Power of Attorney dated 07.12.2014, duly registered at the Office of ADSR Garia, and recorded in Book No. I, Volume No. 1, Pages from 7007 to 7022, being Deed No. 00358 for the year 2014;
- 23.** Smt. Sangeeta Mitra, wife of Goutam Mitra, daughter of Late Niharendu Mohan Chanda, while seized and possessed of her undivided 1/44th share in the said land, entered into a Development Agreement with Ganguly Home Search Pvt. Ltd. dated 11.01.2015, duly registered at the Office of ADSR Garia, and recorded in Book No. I, CD Volume No. 1, Pages from 2577 to 2610, being Deed No. 00097 for the year 2015 and also executed a Development Power of Attorney dated 11.01.2015, duly registered at the Office of ADSR Garia, and recorded in Book No. I, CD Volume No. 1, Pages from 2627 to 2641, being Deed No. 00099 for the year 2015;
- 24.** Sri Sudhendu Chanda, son of Late Ananga Mohan Chanda, while seized and possessed of his undivided 1/11th share in the said land, entered into a Development Agreement dated 25.06.2015, duly registered in the Office of ADSR Garia, and recorded in Book No. I, Volume No. 1629-2015, Pages from 9273 to 9309, being Deed No. 162902170 for the year 2015 and also executed a Development Power of Attorney in favour of the said Developer, dated 26.06.2015, duly registered in the Office of ADSR Garia, and recorded in Book No. I, Volume No. 1629-2015, Pages from 9896 to 9915, being Deed No. 162902506 for the year 2015;

- 25.** Smt. Sibani Chanda, wife of Late Sajalendu Chanda, while seized and possessed of her undivided 1/33rd share in the said land, entered into a Development Agreement dated 07.12.2014, duly registered in the Office of ADSR Garia, and recorded in Book No. I, CD Volume No. 2, Pages from 340 to 373, being Deed No. 00353 for the year 2014 and also executed a Development Power of Attorney in favour of the said Developer, dated 07.12.2014, duly registered in the Office of ADSR Garia, and recorded in Book No. I, CD Volume No. 1, Pages from 7039 to 7054, being Deed No. 00357 for the year 2014;
- 26.** Sri Sudipta Chanda, son of Late Sajalendu Chanda and Smt. Sudipa Choudhury, wife of Manoj Choudhury, daughter of Late Sajalendu Chanda, while seized and possessed of their undivided 2/33rd share in the said land, entered into a Development Agreement dated 13.01.2015, duly registered in the Office of ADSR Garia, and recorded in Book No. I, CD Volume No. 1, Pages from 1826 to 1860, being Deed No. 00094 for the year 2015 and also executed a Development Power of Attorney in favour of the said Developer, dated 13.01.2015, duly registered in the Office of ADSR Garia, and recorded in Book No. I, CD Volume No. 1, Pages from 1861 to 1877, being Deed No. 00095 for the year 2015;
- 27.** Sri Kajal Kumar Bose, son of Late Kalia Kanta Bose and Late Anima Bose, while seized and possessed of their undivided 1/33rd share in the said land, entered into a Development Agreement dated 07.12.2014, duly registered in the Office of ADSR Garia, and recorded in Book No. I, CD Volume No. 2, Pages from 374 to 407, being Deed No. 00354 for the year 2014 and also executed a Development Power of Attorney in favour of the said Developer, dated 07.12.2014, duly registered in the Office of ADSR Garia, and recorded in Book No. I, CD Volume No. 1, Pages from 7055 to 7071, being Deed No. 00356 for the year 2014;
- 28.** Smt. Koly Deb, wife of A.N. Deb, daughter of Late Kalia Kanta Bose and Late Anima Bose, while seized and possessed of their undivided 1/33rd share in the said land, entered into a Development Agreement dated 11.01.2015, duly registered in the Office of ADSR Garia, and recorded in Book No. I, CD Volume No. 1, Pages from 2543 to 2576, being Deed No. 00096 for the year 2015 and also executed a Development Power of Attorney in favour of the said Developer, dated 11.01.2015, duly registered in the Office of ADSR Garia, and recorded in Book No. I, CD Volume No. 1, Pages from 2611 to 2626, being Deed No. 00098 for the year 2015;
- 29.** Smt. Kuheli Som, wife of Subrato Som, daughter of Late Kalia Kanta Bose and

Late Anima Bose, while seized and possessed of their undivided 1/33rd share in the said land, entered into a Development Agreement dated 26.02.2015, duly registered in the Office of ADSR Garia, and recorded in Book No. I, CD Volume No. 4, Pages from 1160 to 1193, being Deed No. 00670 for the year 2015 and also executed a Development Power of Attorney in favour of the said Developer, dated 26.02.2015, duly registered in the Office of ADSR Garia, and recorded in Book No. I, CD Volume No. 4, Pages from 1194 to 1210, being Deed No. 00671 for the year 2015;

- 30.** That the said Ganguly Home Search Pvt. Ltd. for the purpose of smooth construction process entered into a Partnership with Ganguly Evera Developers LLP., dated 25.04.2019;
- 31.** That said Kajal Kumar Bose, son of Late Kalia Kanta Bose and Late Anima Bose, died intestate on 27.05.2019 leaving behind him his wife namely Smt. Madhumita Bose and one son namely Sri Kingshuk Bose as his only legal heirs and successors who jointly inherited the undivided 1/33rd share of deceased Kajal Kumar Bose in the said land;
- 32.** That due to the changed circumstances and aforesaid events, the surviving legal heirs and successors of Late Ananga Mohan Chanda, Late Saradindu Chanda, Late Nandita Das, Late Amalendu Mohan Chanda, Late Niharendu Mohan Chanda, Late Sajalendu Chanda, Late Purnima Sinha, Late Anima Bose and Late Kajal Kumar Bose, entered into fresh Development Agreements coupled with Development Power of Attorneys with the present Developer viz. Ganguly Evera Developers LLP;
- 33.** Sri Abhijit Chanda, son of Late Ardhendu Mohan Chanda and Smt. Manika Ghosh, wife of Partha Sarathi Ghosh, daughter of Late Ardhendu Mohan Chanda, while seized and possessed of undivided 1/11th share i.e. land measuring 1.9 decimal, they jointly entered into a Development Agreement coupled with Development Power of Attorney dated 31.01.2023, with the present Developer viz. Ganguly Evera Developers LLP, duly registered at the Office of DSR- III, South 24 Parganas, and recorded in Book No. I, Volume No. 1603-2023, Pages from 50069 to 50133, being Deed No. 1449 for the year 2023;
- 34.** Sri Aritra Das, son of Late Ardhendu Mohan Chanda and Smt. Manika Ghosh, wife of Partha Sarathi Ghosh, daughter of Aritra Das and Late Nandita Das, while seized and possessed of undivided 1/11th share i.e. land measuring 1.9 decimal, they jointly entered into a Development Agreement coupled with

Development Power of Attorney dated 23.07.2022, with the present Developer viz. Ganguly Evera Developers LLP, duly registered at the Office of DSR- III, South 24 Parganas, and recorded in Book No. I, Volume No. 1603-2022, Pages from 409973 to 410031, being Deed No. 11385 for the year 2022;

- 35.** Smt. Gayetri Bose, daughter of Late Amalendu Mohan Chanda, Smt. Papia Basak, wife of Sukhendu Basak, daughter of Late Amalendu Mohan Chanda, Sri Alope Chanda, Sri Amitava Chanda, and Sri Aniruddha Chanda, all sons of Late Amalendu Mohan Chanda, while seized and possessed of undivided 1/11th share i.e. land measuring 1.9 decimal, they jointly entered into a Development Agreement coupled with Development Power of Attorney dated 06.07.2022, with the present Developer viz. Ganguly Evera Developers LLP, duly registered at the Office of DSR- III, South 24 Parganas, and recorded in Book No. I, Volume No. 1603-2022, Pages from 390696 to 390766, being Deed No. 10928 for the year 2022 and in Book No. I, Volume No. 1603-2022, Pages from 410703 to 410777, being Deed No. 11386 for the year 2022;
- 36.** Sri Kingshuk Bose, son of Late Kajal Kumar Bose, and Smt. Madhumita Bose, wife of Late Kajal Kumar Bose, while seized and possessed of undivided 1/3rd of undivided 1/11th share i.e. land measuring 0.6333 decimal, he entered into a Development Agreement coupled with Development Power of Attorney dated 23.07.2022, with the present Developer viz. Ganguly Evera Developers LLP, duly registered at the Office of DSR- III, South 24 Parganas, and recorded in Book No. I, Volume No. 1603-2022, Pages from 410160 to 410219, being Deed No. 11387 for the year 2022;
- 37.** Smt. Koly Deb, wife of A.N. Deb, daughter of Late Kalia Kanta Bose, while seized and possessed of undivided 1/3rd of undivided 1/11th share i.e. land measuring 0.6333 decimal, she entered into a Development Agreement coupled with Development Power of Attorney dated 24.09.2022, with the present Developer viz. Ganguly Evera Developers LLP, duly registered at the Office of DSR- III, South 24 Parganas, and recorded in Book No. I, Volume No. 1603-2022, Pages from 503214 to 503264, being Deed No. 15387 for the year 2022;
- 38.** Smt. Kuheli Subroto Som @ Kuheli Som, wife of Subroto Som, daughter of Late Kalia Kanta Bose, while seized and possessed of undivided 1/3rd of undivided 1/11th share i.e. land measuring 0.6333 decimal, she entered into a Development Agreement coupled with Development Power of Attorney dated 08.09.2022, with the present Developer viz. Ganguly Evera Developers LLP,

duly registered at the Office of DSR- III, South 24 Parganas, and recorded in Book No. I, Volume No. 1603-2022, Pages from 481371 to 481421, being Deed No. 14078 for the year 2022;

39. Sri Nikhil Chanda, son of Late Ananga Mohan Chanda, while seized and possessed of undivided 1/11th share i.e. land measuring 1.9 decimal, he entered into a Development Agreement coupled with Development Power of Attorney dated 06.07.2022, with the present Developer viz. Ganguly Evera Developers LLP, duly registered at the Office of DSR- III, South 24 Parganas, and recorded in Book No. I, Volume No. 1603-2022, Pages from 391474 to 391529, being Deed No. 10929 for the year 2022;
40. Sri Niladri Chanda, Sri Himadri Chanda, both sons of Late Niharendu Chanda, Smt. Ela Chanda, wife of Late Niharendu Chanda, Smt. Sangeeta Mitra, wife of Prasanta Kumar Mitra, daughter of Late Niharendu Chanda, while seized and possessed of undivided 1/11th share i.e. land measuring 1.9 decimal, they jointly entered into a Development Agreement coupled with Development Power of Attorney dated 23.07.2022, with the present Developer viz. Ganguly Evera Developers LLP, duly registered at the Office of DSR- III, South 24 Parganas, and recorded in Book No. I, Volume No. 1603-2022, Pages from 410032 to 410096, being Deed No. 11389 for the year 2022;
41. Sri Pushpendu Chanda, son of Late Ananga Mohan Chanda, while seized and possessed of undivided 1/11th share i.e. land measuring 1.9 decimal, he entered into a Development Agreement coupled with Development Power of Attorney dated 06.07.2022, with the present Developer viz. Ganguly Evera Developers LLP, duly registered at the Office of DSR- III, South 24 Parganas, and recorded in Book No. I, Volume No. 1603-2022, Pages from 391530 to 391585, being Deed No. 10930 for the year 2022;
42. Sri Sanjay Sinha, Sri Sujay Sinha, both sons of Late Jyotirmay Sinha and Late Purnima Sinha, and Smt. Jayati Bose, daughter of Late Jyotirmay Sinha and Late Purnima Sinha, while seized and possessed of undivided 1/11th share i.e. land measuring 1.9 decimal, they jointly entered into a Development Agreement coupled with Development Power of Attorney dated 06.07.2022, with the present Developer viz. Ganguly Evera Developers LLP, duly registered at the Office of DSR- III, South 24 Parganas, and recorded in Book No. I, Volume No. 1603-2022, Pages from 391283 to 391347, being Deed No. 10933 for the year 2022;
43. Smt Sibani Chanda, wife of Late Sajalendu Chanda, Sri Sudipta Chanda, son of

Late Sajalendu Chanda and Smt. Sudipa Choudhury Chanda, wife of Manoj Choudhury, daughter of Late Sajalendu Chanda, while seized and possessed of undivided 1/11th share i.e. land measuring 1.9 decimal they jointly entered into a Development Agreement coupled with Development Power of Attorney dated 23.07.2022, with the present Developer viz. Ganguly Evera Developers LLP, duly registered at the Office of DSR- III, South 24 Parganas, and recorded in Book No. I, Volume No. 1603-2022, Pages from 410097 to 410159, being Deed No. 11388 for the year 2022;

- 44.** Smt. Sima Mitra, wife of Ananda Kumar Mitra, daughter of Late Ananga Mohan Chanda, while seized and possessed of undivided 1/11th share i.e. land measuring 1.9 decimal, she entered into a Development Agreement coupled with Development Power of Attorney dated 06.07.2022, with the present Developer viz. Ganguly Evera Developers LLP, duly registered at the Office of DSR- III, South 24 Parganas, and recorded in Book No. I, Volume No. 1603-2022, Pages from 391348 to 391403, being Deed No. 10934 for the year 2022;
- 45.** Sri Sudhendu Chanda, son of Late Ananga Mohan Chanda, while seized and possessed of undivided 1/11th share i.e. land measuring 1.9 decimal, he entered into a Development Agreement coupled with Development Power of Attorney dated 06.07.2022, with the present Developer viz. Ganguly Evera Developers LLP, duly registered at the Office of DSR- III, South 24 Parganas, and recorded in Book No. I, Volume No. 1603-2022, Pages from 391404 to 391459, being Deed No. 10932 for the year 2022;
- 46.** Barendra Chandra Goswami @ Barun Goswami @ Barendra Nath Goswami was the RS recorded owner of all that total land measuring 71 Decimals as follows:-

R.S. KHATIAN NO.	R.S. DAG NO.	AREA (IN DECIMAL)
10	639	08
06	604	18
1327	599	08
1581	640	15
06	606/1932	02
423	603	03
1605	602	17
TOTAL		71

All within District- South 24 Parganas, under P.S.- Narendrapur, P.O. & ADSR-Garia, under Mouza – Barhans Fartabad, J.L. No.- 47,

- 47.** The names of Barendra Chandra Goswami @ Barun Goswami @ Barendra Nath Goswami, Sri Sindhu Charan Adhikary Goswami and Sri Uday Kumar Adhikary Goswami were jointly published in the Revisional Settlement Record-of-Rights (Parcha) in respect of the land in R.S. Khatian No. 1132/1 wherein Sri Barendra Nath Adhikary Goswami having 8 (eight) annas share, Sri Sindhu Charan Adhikary Goswami having 4 (four) annas share and Sri Uday Kumar Adhikary Goswami having 4 (four) annas share and thereafter the plots of land of said R.S. Khatian No. 1132/1 has been diverted in Khanda Khatian No. 1605, 1628 and wherein Khatian No. 1605 was recorded in the name of Barendra Nath Adhikary Goswami in respect of the land measuring about 18 decimal, and 9 decimal was recorded in the name of Sri Sindhu Charan Adhikary Goswami in respect of R.S. Khatian No. 1628 and balance land was recorded in the name of Sri Uday Kumar Adhikary Goswami in R.S. Dag No. 603 comprising an area of 6 decimal in respect of R.S. Khatian No. 423, Mouza - Barhans Fartabad, JL No.: 47;
- 48.** That thereafter for better enjoyment of the said property said Barendra Chandra Goswami @ Barun Goswami @ Barendra Nath Goswami, Sri Sindhu Charan Adhikary Goswami and Sri Uday Kumar Adhikary Goswami partitioned the said land of 42 decimal in R.S. Dag No. 602 and 603, R.S. Khatian Nos. 1132/1, 1625, 1628 and 423 in Mouza- Barhans Fartabad, JL No.: 47, the said Deed of Partition was executed on 03.05.1961 and registered on 05.05.1961 wherein the land comprising an area of 19 decimal appertaining to R.S. Dag No. 602 and the land comprising an area of 1 decimal out of 6 decimal appertaining to R.S. Dag No. 603 was allotted to Barendra Chandra Goswami @ Barun Goswami @ Barendra Nath Goswami and the land comprising an area of 15 decimal appertaining to R.S. Dag No. 602 and rest 5 decimal appertaining to R.S. Dag No. 603 was allotted jointly to Sri Sindhu Charan Adhikary Goswami and Sri Uday Kumar Adhikary Goswami, the said Deed of Partition was registered before Sub. Registrar, Baruipur and was recorded in Book No. I, Volume No. 55, Pages from 131 to 139, Being No. 3868 for the year 1961 and said Barendra Chandra Goswami @ Barun Goswami @ Barendra Nath Goswami's allotted land was demarcated in 'RED' colour and Sri Sindhu Charan Adhikary Goswami and Sri Uday Kumar Adhikary Goswami's land was jointly shown and demarcated in 'GREEN' colour in the Plan annexed to the

afore-said Deed of Partition;

- 49.** That after the said Deed of Partition (i.e. Deed No. 3868 of 1961) of the said land Sri Sindhu Charan Adhikary Goswami and Sri Uday Kumar Adhikary Goswami while in joint peaceful possession of the said land, they mutually partitioned the said property amicably and accordingly Sri Sindhu Charan Adhikary Goswami was allotted land measuring 9 decimal out of land measuring 15 decimal from R.S. Dag No. 602, and Sri Uday Kumar Adhikary Goswami was allotted total land measuring 11 decimal, out of which land measuring 6 decimal out of the aforesaid 15 decimal of land appertaining to R.S. Dag No. 602, and land measuring 5 decimal appertaining to R.S. Dag No. 603, at Mouza- Barhans Fartabad, JL No.: 47;
- 50.** That Barendra Chandra Goswami @ Barun Goswami @ Barendra Nath Goswami while seized and possessed of the above-stated landed properties, he gifted land measuring 25.3 decimals, out of his total landed properties unto and in favour of his younger son namely Tapan Goswami, out of which land measuring 24 decimals by virtue of a Deed of Gift dated 26.11.1993, duly registered before the Office of ADSR Narendrapur and recorded in Book No. I, Volume No. 112, Pages from 257 to 262, being Deed No. 7987 for the year 1993 and on the same day, also gifted land measuring 1.3 decimal by virtue of another Deed of Gift, duly registered before the Office of ADSR Narendrapur and recorded in Book No. I, Volume No. 112, Pages from 112 to 117, being Deed No. 7960 for the year 1993 and retained land measuring 2 decimals in RS Dag No. 602 at Mouza- Barhans Fartabad, JL No. 47;
- 51.** Thereafter, while seized and possessed of remaining landed properties, said Barendra Chandra Goswami @ Barun Goswami @ Barendra Nath Goswami, died intestate on 25.05.1998, leaving behind him, his 2 (two) sons namely (1) Swapan Goswami, (2) Tapan Goswami, and 10 (ten) daughters namely (1) Smt. Bhabani Sardar, wife of Nitya Gopal Sardar, (2) Smt. Shibani Banerjee, wife of Gobinda Banerjee, (3) Smt. Santi Naskar, wife of Late Bancha Ram Naskar, (4) Smt. Sandhya Chatterjee, wife of Late Biswanath Chatterjee, (5) Smt. Chaya Nandi, wife of Gopal Nandi, (6) Smt. Arati Maitra, wife of- Sri Ashis Maitra, (7) Smt. Ila Chatterjee, wife of- Sri Sambhu Nath Chatterjee, (8) Smt. Sikha Banerjee, wife of- Sri Ashok Banerjee, (9) Smt. Shila Bhattacharjee, wife of- Sri Nihar Bhattacharjee, (10) Smt. Lakshmi Sett, wife of- Sri Sujit Sett as his only legal heirs and successors each of whom inherited and became the owner of the properties left by said Late Barendra Chandra Goswami @ Barun Goswami

@ Barendra Nath Goswami having 1/12th share each over the same. It is pertinent to mention herein that wife of Late Barendra Chandra Goswami @ Barun Goswami @ Barendra Nath Goswami, namely Smt. Binapani Goswami predeceased him on 15.05.1997;

- 52.** That Smt. Arati Maitra, Smt. Ila Chatterjee, Smt. Shila Bhattacharjee and Smt. Lakshmi Sett, all daughters of Late Barendra Chandra Goswami @ Barun Goswami @ Barendra Nath Goswami, while seized and possessed of their joint and undivided 4/12th share i.e. land measuring 12 decimal in their ancestral landed properties and being desirous of constructing multi storied building, they entered a Joint Venture Agreement dated 15.12.2020 with Ganguly Evera Developers LLP, the Developer herein, which was duly registered before the Office of ADSR Garia, and recorded in Book No. I, Volume No. 1629-2020, Pages from 165820 to 165886, being Deed No. 04551 for the year 2020 and on the same day also executed a Development Power of Attorney in favour of the Developer as mentioned herein, which was duly registered before the Office of ADSR Garia, and recorded in Book No. I, Volume No. 1629-2020, Pages from 165666 to 165698, being Deed No. 04569 for the year 2020;
- 53.** That Smt. Sandhya Chatterjee, wife of Late Biswanath Chatterjee, while seized and possessed of her undivided 1/12th share in the said land, she died intestate on 21.11.2020, leaving behind her 2 (two) married daughters namely Mitali Roy and Sonali Chakraborty as her only legal heirs and successors who jointly inherited the undivided 1/12th share of Late Sandhya Chatterjee in the said land. It is pertinent to mention herein that the husband of Late Sandhya Chatterjee, namely Late Biswanath Chatterjee, had predeceased Late Sandhya Chatterjee on 10.02.2010;
- 54.** That Smt. Mitali Roy, wife of Sri Alope Kumar Roy and Smt. Sonali Chakraborty, wife of Sri Apurba Kumar Chakraborty, while jointly possessing and enjoying undivided 1/12th share i.e. land measuring 3 decimal, they entered into a Joint Venture Agreement dated 05.01.2021 with Ganguly Evera Developers LLP, which was duly registered in the Office of ADSR Garia, and recorded in Book No. I, Volume No. 1629-2021, Pages from 5027 to 5078, being Deed No. 00037 for the year 2021 and also executed a Development Power of Attorney dated 05.01.2021 in favour of the said Developer which was duly registered in the Office of ADSR Garia, and recorded in Book No. I, Volume No. 1629-2021, Pages from 11148 to 11172, being Deed No. 00055 for the year 2021;
- 55.** That Smt. Bhabani Sardar, wife of Late Nitya Gopal Sardar while seized and

possessed of her undivided 1/12th share in the said land, died intestate on 19.11.2018 leaving behind her only daughter namely Smt. Mithu Sen, wife of Sri Dilip Sen as her only legal heir and successor who inherited the undivided 1/12th share of deceased Bhabani Sardar in the said land;

56. Smt Mithu Sen, wife of Sri Dilip Sen, while seized and possessed of her undivided 1/12th share in the said land i.e. land measuring 3 decimal, she sold, transferred and conveyed the same by dint of a Sale Deed dated 21.12.2020, which was duly registered before the Office of ADSR- Garia, South 24 Parganas, and recorded in Book No. I, Volume No. 1629-2020, Pages from 169973 to 169997, being Deed No. 04967 for the year 2020 in favour of Vidhra Infracon Pvt. Ltd. for valuable consideration mentioned therein;
57. Smt. Santi Naskar, wife of Late Bancho Ram Naskar, daughter of Barendra Chandra Goswami @ Barun Goswami @ Barendra Nath Goswami, while seized and possessed of her undivided 1/12th share in the said land, she died intestate leaving behind her only daughter namely Smt. Jharna Mondal, wife of Sri Bijoy Mondal as her only legal heir and successor who inherited the undivided 1/12th share of the deceased Santi Naskar;
58. That thereafter, while seized and possessed of her undivided 1/12th share in the land i.e. land measuring 3 decimal, said Smt. Jharna Mondal, wife of Sri Bijoy Mondal, sold, transferred and conveyed the same by virtue of a Sale Deed dated 02.12.2021, which was duly registered before the Office of DSR- III, South 24 Parganas, and recorded in Book No. I, Volume No. 1603-2021, Pages from 377187 to 377210, being Deed No. 12413 for the year 2021 in favour of Ganguly Home Search Pvt. Ltd. for valuable consideration mentioned therein;
59. That (1) Smt. Chaya Nandi, wife of Sri Gopal Nandi, and (2) Sri Swapan Goswami, son of Late Barendra Chandra Goswami @ Barun Goswami @ Barendra Nath Goswami while seized and possessed of their joint and undivided 2/12th share i.e. land measuring 6 decimal in the landed properties of Late Barendra Chandra Goswami @ Barun Goswami @ Barendra Nath Goswami, they jointly through Sri Monoj Roy, their lawful constituted attorney vide General Power of Attorney dated 24.08.2011, which was duly registered before the Office of ADSR Narendrapur and recorded in Book No. IV, CD Volume No. 3, Pages from 5375 to 5388, being Deed No. 01961 for the year 2011, sold, transferred and conveyed the same by virtue of 8 (eight) separate Deed of Sale in favour of Ganguly Home Search Pvt. Ltd. against valuable consideration mentioned therein, all duly registered before the Office of ADSR

Garia, as follows:-

- i) Deed No. 4727 of 2020, recorded in Book- I, Volume- 1629-2021, Pages from 1862 to 1884;
 - ii) Deed No. 4729 of 2020, recorded in Book- I, Volume- 1629-2021, Pages from 2032 to 2054;
 - iii) Deed No. 4731 of 2020, recorded in Book- I, Volume- 1629-2021, Pages from 2100 to 2122;
 - iv) Deed No. 4732 of 2020, recorded in Book- I, Volume- 1629-2021, Pages from 2123 to 2145;
 - v) Deed No. 4907 of 2020, recorded in Book- I, Volume- 1629-2021, Pages from 7468 to 7490;
 - vi) Deed No. 4908 of 2020, recorded in Book- I, Volume- 1629-2021, Pages from 7491 to 7513;
 - vii) Deed No. 4909 of 2020, recorded in Book- I, Volume- 1629-2021, Pages from 7754 to 7776;
 - viii) Deed No. 4910 of 2020, recorded in Book- I, Volume- 1629-2021, Pages from 7777 to 7799;
- 60.** Sri Tapan Goswami, while seized and possessed of land measuring 27.5 decimal out of which land measuring 25.3 decimal was gifted to him by his father namely Late Barendra Chandra Goswami @ Barun Goswami @ Barendra Nath Goswami and land measuring 2.16 decimal which Sri Tapan Goswami inherited after the demise of Late Barendra Chandra Goswami @ Barun Goswami @ Barendra Nath Goswami, said Sri Tapan Goswami, along with other landed properties, he by virtue of a Registered Indenture dated 09.01.2018, sold, transferred and conveyed the said land unto and in favour of Ganguly Home Search Pvt. Ltd., which was registered in the Office of ADSR Garia, and recorded in Book No. I, Volume No. 1629-2018, Pages from 3376 to 3400, being Deed No. 00074 for the year 2018 against valuable consideration mentioned therein and retained land measuring 2.5 decimals in RS Dag No. 602;
- 61.** That after the demise of Barendra Chandra Goswami @ Barun Goswami @ Barendra Nath Goswami, said Sri Tapan Goswami by inheritance became the joint owner of undivided 1/12th share of 8 decimal land in R.S. Dag No. 599 i.e. land measuring 0.66 decimal, undivided 1/12th share in land measuring 2 decimal comprising in RS Dag No. 602 which Late Barendra Chandra Goswami @ Barun Goswami @ Barendra Nath Goswami retained after executing Gift

Deeds in favour of said Sri Tapan Goswami, i.e. 0.17 decimal and his remaining 2.5 decimal land in RS Dag No. 602, in total Land measuring 3.33 decimal at Mouza – Barhans Fartabad, JL No. 47;

62. That said Tapan Goswami, son of Late Barendra Chandra Goswami @ Barun Goswami @ Barendra Nath Goswami, while owning and possessing his aforesaid land measuring 3.33 decimal, he died intestate on 03.12.2020 leaving behind him his widow namely Smt. Barnali Goswami and only son namely Sri Bitan Goswami, as his only legal heirs and successors who jointly inherited the said landed properties measuring 3.33 decimal at Mouza- Barhans Fartabad, JL No. 47;
63. That said Smt. Barnali Goswami, and Sri Bitan Goswami, the surviving legal heirs and successors of Late Tapan Goswami, while seized and possessed of the said land measuring 3.33 decimal, they jointly executed a Deed of Sale dated 30.04.2021, in favour of Ganguly Home Search Pvt. Ltd., which was duly Registered before the Office of ADSR Garia, and recorded in Book No. I, Volume No. 1629-2021, Pages from 111339 to 111363, being Deed No. 02830 for the year 2021 against valuable consideration mentioned therein;
64. Smt. Shibani Banerjee, wife of Sri Gobinda Banerjee, daughter of Late Barendra Chandra Goswami @ Barun Goswami @ Barendra Nath Goswami, while seized and possessed of undivided 1/12th share i.e. land measuring 3 decimal, she by virtue of a Deed of Sale, dated 29.12.2020, sold, transferred and conveyed the said land unto and in favour of Greenery Infratech Pvt. Ltd., which was registered in the Office of ADSR Garia, and recorded in Book No. I, Volume No. 1629-2021, Pages from 4519 to 4541, being Deed No. 04902 for the year 2020 against valuable consideration mentioned therein;
65. Smt. Sikha Banerjee, wife of Sri Ashok Banerjee, daughter of Late Barendra Chandra Goswami @ Barun Goswami @ Barendra Nath Goswami, while seized and possessed of undivided 1/12th share i.e. land measuring 3 decimal in her ancestral landed properties, she by virtue of a Deed of Sale, dated 30.12.2020, sold, transferred and conveyed the said land unto and in favour of Greenery Infratech Pvt. Ltd., which was registered in the Office of ADSR Garia, and recorded in Book No. I, Volume No. 1629-2021, Pages from 4760 to 4782, being Deed No. 04931 for the year 2020 against valuable consideration mentioned therein;
66. That one Sambhu Kumar Ghosh, while being the owner of the land measuring about 6 cottahs in R.S. Dag No. 629, R.S. Khatian No. 650, Mouza- Barhans

Fartabad, sold the same to Suruchi Bala Dutta, wife of- Satyendra Mohan Dutta by virtue of a Sale Deed registered on 20.09.1961 before Sub- Registrar- Baruipur and recorded in Book No. I, Volume No. 95, Pages 122 to 126, Being No. 7752, for the year 1961;

- 67.** That after purchasing the said land measuring about 6 cottahs, said Suruchi Bala Dutta gifted the land measuring about 1 cottah 7 chittacks 27 sq. ft. to his one of his son namely Sri Himangshu Kumar Dutta by virtue of a Gift Deed registered on 06.07.1982 before District Registrar, Alipore and recorded in Book No. I, Volume No. 226, Pages 258 to 264, Being No. 9389, for the year 1982 and thereafter on 12.05.1983 said Suruchi Bala Dutta gifted another land measuring about 1 cottah 4 chittacks 20 sq. ft. to his youngest son Sri Sitangsu Kumar Dutta, the First Part/Owner herein by virtue of a Gift Deed registered before District Registrar at Alipore and recorded in Book No. I, Volume No. 191, Pages 255 to 260, Being No. 6805 for the year 1983;
- 68.** That said Suruchi Bala Dutta while seized and possessed of her remaining land, she died intestate in the year 1994, leaving behind her 3 (three) sons namely 1) Sudhangshu Kumar Dutta, 2) Himangshu Kumar Dutta, 3) Sitangsu Kumar Dutta and 3 (three) daughters namely 4) Smt. Gita Ghosh, 5) Smt. Sabita Bhowmick and 6) Smt. Kabita Ghosh @ Krishna Ghosh jointly inherited the rest of the land left by Suruchi Bala Dutta i.e. 3 Katha 3 Chittaks 43 Sq. ft. hereinafter referred to as the said land;
- 69.** That said Smt. Sabita Bhowmik, wife of Late Subal Chandra Bhowmik, while owning and possessing her undivided share in the land, she gifted her said undivided 1/6th share in the said land to her brother Sri Sitangsu Kumar Dutta vide a Gift Deed dated 24-11-2020 registered before A.D.S.R. - Garia, and recorded in Book No. I, Volume No. 1629, Pages 146828 to 146849, Being No. 03956 for the year 2020;
- 70.** That said Smt. Kabita Ghosh @ Krishna Ghosh, wife of Sri Bimal Kumar Ghosh, while owning and possessing her undivided share, she gifted her undivided 1/6th share in the said land to her brother Sitangsu Kumar Dutta vide Gift Deed dated 25-11-20 registered before A.D.S.R.- Garia, and recorded in Book No. I, Volume No. 1629 Being No. 03951, for the year 2020;
- 71.** That while seized and possessed of her undivided 1/6th share in the said property, said Smt. Gita Ghosh, wife of Late Subodh Chandra Ghosh, died intestate on 16.06.2013, leaving behind her her one son Ajoy Ghosh and one daughter Tanima Chowdhury, who jointly inherited her undivided 1/6th share

in the said land. The said Ajoy Ghosh gifted his share in the said land to the said Sitangsu Kumar Dutta vide Gift Deed dated 20-10-2020 registered before A.D.S.R.- Garia, and recorded in Book No. I, Volume No. 1629 Pages 146295 to 146316, Being No. 03952, for the year 2020. The said Tanima Chowdhury also gifted her share in the said land to the said Sitangsu Kumar Dutta vide Gift Deed dated 24-11-2020 registered before A.D.S.R.- Garia, and recorded in Book No. I, Volume No. 1629, Pages 146806 to 146827, Being No. 03955 for the year 2020;

72. That Sudhangshu Kumar Dutta after the demise of his mother Suruchi Bala Dutta in the year 1994, inherited undivided 1/6th share of remaining land measuring about 3 Katha 3 Chhittak 43 Sq.ft. left by his mother Suruchi Bala Dutta i.e. land measuring 08 chittak 30 sq.ft.;
73. That said Sudhangshu Kumar Dutta while owning and possessing his undivided 1/6th share in the said land, he died intestate on 27.10.2015, leaving behind him his wife Smt. Gouri Dutta and four sons namely 1) Sri Subrata Dutta 2) Sri Sanjay Dutta 3) Sri Dipankar Dutta and 4) Sri Jayanta Dutta, who jointly inherited the undivided 1/6th share of Late Sudhangshu Kumar Dutta;
74. That Smt Gouri Dutta and Sri Jayanta Dutta gifted their undivided share unto and in favour of 1) Subrata Dutta 2) Sri Sanjay Dutta and 3) Dipankar Dutta by a Registered Deed of Gift dated 01-12-2020, which was duly registered before A.D.S.R. Garia and recorded in Book No. I, Volume No. 1629, Being No. 04106 for the year 2020;
75. That, Himangshu Kumar Dutta, son of Late Suruchi Bala Dutta, while seized and possessed of his total area of land which he inherited from his deceased mother and also received by virtue of a Registered Gift Deed being No. 9389, for the year 1982, he died intestate on 21.02.1997 leaving behind him his wife namely Smt. Lipika Dutta and only son Sri Himadri Sekhar Dutta as his only legal heirs and successors who jointly inherited the landed properties of deceased Himangshu Kumar Dutta;
76. That said Smt. Lipika Dutta, wife of Late Himangshu Kumar Dutta, died intestate on 25.03.2016 leaving behind her only son Sri Himadri Sekhar Dutta who inherited the the landed properties of deceased Himangshu Kumar Dutta;
77. That said Sri Himadri Sekhar Dutta along with his other co-sharers viz. Sitangshu Kumar Dutta, Sri. Subrata Dutta, Sri Sanjay Dutta and Sri. Dipankar Dutta, while seized and possessed of landed properties measuring 06

cottahs they entered into a Development Agreement dated 16.12.2020 with **M/S GANGULY EVERA DEVELOPERS LLP**, having its registered office at 4Sight Prestige, 159, Garia Station Road, P.O.- Garia, P.S.- Narendrapur Kolkata-700084 (hereinafter referred to as the 'earlier Developer') which was registered in the office of the of the ADSR Garia and recorded in Book No. 1, Volume No. 1629-2020, pages 165962 to 166027, Being Deed No. 1629-04615 for the year 2020. They also executed a Development Power of Attorney in favour of said **M/S GANGULY EVERA DEVELOPERS LLP** which was registered in the Office of ADSR Garia and recorded in Book No. 1, CD Volume No. 1629-2020, pages 166644 to 166681 Being Deed No. 04621 for the year 2020;

78. That said Himadri Sekhar Dutta while owning and possessing his undivided share in the land, he died intestate on 29.10.2021 leaving behind him his wife Smt. Balaka Dutta one son namely Sri Uditarko Dutta and one daughter namely Miss Sinjini Dutta as his only legal heirs and successors, who jointly inherited the undivided share of Late Himadri Sekhar Dutta;
79. Under changed circumstances, the legal heirs of Late Himadri Sekhar Dutta namely Smt. Balaka Dutta, Sri Uditarko Dutta and Miss Sinjini Dutta entered into a fresh Development Agreement coupled with Development Power dated 17.10.2022, with **M/S GANGULY EVERA DEVELOPERS LLP**, in respect of their undivided land measuring 3.33 decimal which was registered in the Office of DSR III, South 24 Parganas, and recorded in Book No. I, Volume No. 1603-2022, pages 522504 to 522559, Being Deed No. 16262 for the year 2022;
80. Sitangsu Kumar Dutta while owning and possessing of his share of land, entered into a Development Agreement coupled with Development Power dated 17.10.2022, with **M/S GANGULY EVERA DEVELOPERS LLP**, which was registered in the Office of DSR III, South 24 Parganas, and recorded in Book No. I, CD Volume No. 1603-2022, pages 522294 to 522359, Being Deed No. 16261 for the year 2022;
81. That Sri. Subrata Dutta, Sri Sanjay Dutta and Sri. Dipankar Dutta, all sons of-Late Sudhangshu Kumar Dutta, while seized and possessed of land measuring 0.895 decimal entered into a Development Agreement coupled with Development Power dated 17.10.2022, with **M/S GANGULY EVERA DEVELOPERS LLP**, which was registered in the Office of DSR III, South 24 Parganas, and recorded in Book No. I, CD Volume No. 1603-2022, pages 522404 to 522459, Being Deed No. 16259 for the year 2022;

- 82.** That Sindhu Charan Adhikary Goswami while seized and possessed of the land measuring 9 decimal comprising in R.S. Dag No. 602, which he got allotted by virtue of the Deed of Partition being No. 3868 for the year 1961, he sold, conveyed and transferred in favour of Smt. Pannabala Adhikary, wife of- Sri Kishori Mohon Adhikari by virtue of a Deed of Conveyance registered on 27.11.1973 before A.D.S.R. Narendrapur and recorded in Book No. I, Volume No. 60, Pages from 244 to 246, Being Deed No. 4077 for the year 1973 against valuable consideration mentioned therein;
- 83.** That Uday Kumar Adhikary Goswami @ Uday Goswami sold, transferred and conveyed his afore-stated total land measuring 11 decimals, in favour of M/s. K.B. Associates, a Partnership Firm having its office at "Baidya Bhawan", 8, Pranabananda Road, P.O.- Garia, P.S. – Patuli (previously Jadavpur), Kolkata-700084 by virtue of a registered Sale Deed executed on 12.02.2009 and registered on 16.02.2009 before A.D.S.R. Narendrapur and recorded in Book No. I, C.D. Volume No. 5, Pages 3284 to 3300, Being No. 01599 for the year 2009 against valuable consideration mentioned therein;
- 84.** Smt. Pannabala Adhikary, while seized and possessed of land measuring 9 decimal in R.S. Dag No. 602, she sold, transferred and conveyed the same in favour Smt. Namita Dhali, wife of- Sri Lakshman Dhali and Smt. Smritikana Nayek, wife of- Sri Subodh Kumar Nayek by virtue of a Sale Deed dated 29.01.2002, duly registered before the D.S.R.-IV, at Alipore and recorded in Book No. I, Volume No. 15, Pages 531 to 545, Being No. 2135 for the year 2006 against valuable consideration mentioned therein;
- 85.** That Smt. Namita Dhali and Smt. Smritikana Nayek, while enjoying their joint and undivided possession over the said land, they jointly sold, transferred and conveyed the said land measuring 9 decimal comprising in R.S. Dag No. 602, unto and in favour of M/s. K.B. Associates by virtue of a Sale Deed registered on 13.09.2006 before A.D.S.R. Narendrapur and recorded in Book No. I, Volume No. 43, Pages 127 to 138, Being No. 2137 for the year 2007 for valuable consideration mentioned therein;
- 86.** That M/s. K.B. Associates by virtue of the aforementioned Registered Sale Deeds became owner of the land total measuring an area of about 20 decimal be the same a little more or less out of which 15 decimal in R.S. Dag No. 602 and 5 decimal in R.S. Dag No. 603, in Mouza- Barhans Fartabad, JL No.: 47;
- 87.** Thereafter, while seized and possessed of the said land measuring 20 decimals, said M/s. K.B. Associates through Sri Monoj Roy, its lawful

constituted attorney vide General Power of Attorney dated 23.02.2012, registered in the office of ADSR Alipore, recorded in Book No. IV, CD Volume No. 2, Pages from 1326 to 1338, being No. 00518 for the year 2012, sold, transferred and conveyed the said land by virtue of executing a Sale Deed dated 04.01.2021, duly registered in the Office of ADSR Garia, and recorded in Book No. I, Volume No. 1629-2021, Pages from 4997 to 5026, being Deed No. 00036 for the year 2021 in favour of (1) Sardev Infracon Pvt. Ltd. and (2) Sardev Promoters Pvt. Ltd. against valuable consideration mentioned therein;

- 88.** That Ganguly Home Search Pvt. Ltd. while owning and possessing all that undivided land measuring 42.75 decimals which it became owner of by dint of Sale Deeds mentioned hereinabove, it entered into a Development Agreement on 26.09.2022 with **GANGULY EVERA DEVELOPERS LLP** (PAN - AATFG9509M), the Developer herein, which was registered in the Office of DSR III, South 24 Parganas, and recorded in Book No. I, Volume No. 1603-2022, pages 508712 to 508750, Being Deed No. 15617 for the year 2022 and also executed a Power of Attorney in favour of the said Developer on 26.09.2022, which was registered in the Office of DSR III, South 24 Parganas, and recorded in Book No. I, Volume No. 1603-2022, pages 508440 to 508460, Being Deed No. 15651 for the year 2022;
- 89.** Greenary Infratech Pvt. Ltd. (PAN- AAICG4016D), Sardev Infracon Pvt. Ltd. (PAN- ABECs0856L), Sardev Promoters Pvt. Ltd. (PAN- ABECs0097H), and Vidhra Infracon Pvt. Ltd. (PAN- AAHCV5042R) while owning and possessing of undivided land measuring 34.58 decimals they became owners of by virtue of the Registered Sale Deeds mentioned hereinabove, they entered into a Development Agreement on 26.09.2022 with **GANGULY EVERA DEVELOPERS LLP** (PAN - AATFG9509M), the Developer herein, which was registered in the Office of DSR III, South 24 Parganas, and recorded in Book No. I, Volume No. 1603-2022, pages 508751 to 508791, Being Deed No. 15619 for the year 2022 and also executed a Power of Attorney in favour of the said Developer on 26.09.2022, which was registered in the Office of DSR III, South 24 Parganas, and recorded in Book No. I, Volume No. 1603-2022, pages 508370 to 508391, Being Deed No. 15650 for the year 2022;
- 90.** The Developer herein by dint of the above mentioned Development Agreements and Development Power of Attorneys, and on behalf of the aforesaid Landowners, it obtained the Building Plan sanctioned by Rajpur-Sonarpur Municipality, Being No. 57/CB/28/20 dated 18.08.2021;

91. The said Land is earmarked for the purpose of building a residential cum commercial building project comprising multi-storied Flat and the said project shall be known as “**4SIGHT FLORENCE PHASE - III**”;
92. The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the Said Land on which Project is to be constructed have been completed;
93. The Developer has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project from Rajpur Sonarpur Municipality. The Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable;
94. The Developer has registered the Project under the provisions of the West Bengal Real Estate Regulatory Authority being Registration No.
95. The Purchaser/s has/have applied for purchasing a Flat in the Project vide Application no. dated and has been allotted Flat No. ‘.....’ situated on the **Floor**, measuring more or less sq. ft. carpet area which is equivalent to sq. ft. super built up area along with car parking space measuring about sq. ft. in the basement of the said building, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of RERA (hereinafter referred to as the "Flat" more particularly described in Schedule A);
96. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
97. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
98. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
99. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Purchaser/s hereby agree/s to purchase the Flat and car

parking space as specified in paragraph “.....”.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sell to the Purchaser/s and the Purchasers hereby agree to purchase, the Flat as specified in paragraph no.
- 1.2 The Total Price for the Flat based on the Carpet area is **Rs.-----**
--/- (Rupees -----) only ("Total Price"):

Flat No- ----	Rate of Flat per square feet :- -----sq.ft. x Rs./- = Rs.----- /- + applicable taxes
Type - -	Extra Cost - Rs./- + applicable taxes
Floor - ----	Club Membership - Rs./- + applicable taxes
	Maintenance Deposit - Rs./-
	Association Formation Charges- Rs./- + applicable taxes
	Maintenance corpus fund @Rs./- per sqft.
Total price (in rupees)----only	Rs./-

[AND]

	Price for 1 = Rs./- + applicable taxes
-----car parking-1	
Total price (in rupees)	Rupees only

Explanation:

- (i) The Total Price above includes the booking amount paid by the Purchasers to the Developer towards the Flat;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Developer by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developer) up to the date of handing over the possession of the Flat; Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Purchasers to the Developer shall be increased/reduced based on such change / modification;
- (iii) The Developer shall periodically intimate to the Purchasers, the amount payable as stated in (i) above and the Purchasers shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Developer shall provide to the Purchasers the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Flat includes: 1) pro rata share in the Common Areas; and 2) one car parking space as provided in this Agreement. The Total Price is escalation-free, save and except increases which the Purchasers hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Developer undertakes and agrees that while raising a demand on the Purchasers for increase in development charges, cost/charges imposed by the competent authorities, the Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser(s), which shall only be applicable on subsequent payments.

The Purchaser(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").

The Developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Purchaser(s) by discounting such early payments @ BPLR or as mutually agreed between the parties for the period by which the

respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to any Purchaser(s) by the Developer.

It is agreed that the Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the Flat, without the previous written consent of the Purchasers. Provided that the Developer may make such minor additions or alterations as may be required by the Purchasers, or such minor changes or alterations as per the provisions of the Act.

The Developer shall confirm the final carpet area that has been allotted to the Purchaser(s) after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Purchasers within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser(s). If there is any increase in the carpet area allotted to Purchaser(s), the Developer shall demand that from the Purchasers as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

Subject to Clause 9.3 the Developer agrees and acknowledges, the Purchasers shall have the right to the Flat as mentioned below:

(i) The Purchaser(s) shall have exclusive ownership of the Flat;

(ii) The Purchaser(s) shall also have undivided proportionate share in the Common Areas. Since the share / interest of Purchaser(s) in the Common Areas is undivided and cannot be divided or separated, the Purchasers shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Purchaser(s) to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Developer shall convey

undivided proportionate title in the common areas to the association of Purchaser(s) as provided in the Act;

- (i) That the computation of the price of the Flat includes recovery of price of land, construction of [not only the Flat but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Developer and the Purchasers agrees that the Flat along with garage/closed parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchasers. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchasers of the Project.

It is understood by the Purchasers that all other areas and i.e. areas and facilities falling outside the Project, namely shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Flat Ownership Act, 1972.

The Developer agrees to pay all outgoings before transferring the physical possession of the Flat to the Purchaser(s), which it has collected from the Purchasers, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Developer fails to pay all or any of the outgoings collected by it from the Purchasers or any liability, mortgage loan and interest thereon before transferring the Flat to the Purchasers, the Developer agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

The Purchaser(s) has/have paid a sum of **Rs. only**) plus applicable tax as booking amount being part payment towards the Total Price of the Flat at the time of application the receipt of which the Developer hereby acknowledges and the Purchaser(s) hereby agree/s to pay the remaining price of the Flat as prescribed in the Payment Plan as may be demanded by the Developer within the time and in the manner specified therein:

Provided that if the Purchasers delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Purchaser/s shall make all payments, on demand by the Developer, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of "**GANGULY EVERA DEVELOPERS LLP**" payable at, Branch-, KOLKATA-, A/C No.-, IFSCode-

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Purchasers, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Developer with such permission, approvals which would enable the Developer to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchasers understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Developer accepts no responsibility in this regard. The Purchasers shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchasers subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchasers to intimate the same in writing to the Developer immediately and comply with necessary formalities if any under the applicable laws. The Developer shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser/s and such third party shall not have any right in the application/allotment of the said Flat applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Purchasers only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Purchaser/s authorizes the Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Developer may in its sole discretion deem fit and the Purchaser/s undertakes not to object/demand/direct the Developer to adjust his payments in any manner.

5. TIME IS ESSENCE

Time is of essence for the Developer as well as the Purchaser/s. The Developer shall abide by the time schedule for completing the project and handing over the Flat to the Purchaser/s and the common areas to the association of the Purchaser/s after receiving the completion certificate or both, as the case may be. Similarly, the Purchaser/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer as provided in Schedule C ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/ FLAT

The Purchasers has seen the specifications of the Flat and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Developer. The Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions

prescribed by the Rajpur Sonarpur Municipality and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Developer shall constitute a material breach of the Agreement.

7. POSSESSION OF THE FLAT

Schedule for possession of the said Flat: The Developer agrees and understands that timely delivery of possession of the Flat is the essence of the Agreement. The Developer, based on the approved plans and specifications, assures to hand over possession of the Flat by **26.09.2027** unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Purchaser/s agree/s that the Developer shall be titled to the extension of time for delivery of possession of the Flat, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser/s agree/s and confirms that, in the event it becomes impossible for the Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Purchaser/s the entire amount received by the Developer from the allotment within 45 days from that date. After refund of the money paid by the Purchaser/s, Purchaser/s agrees that he/ she shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession - The Developer, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Flat, to the Purchaser/s in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Developer shall give possession of the Flat to the Purchaser/s. The Developer agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Purchaser/s agree(s) to pay the maintenance charges as determined by the Developer/association of Purchaser/s, as the case may be. The Developer on its behalf shall offer the possession to the Purchaser/s in writing within 30 days of receiving the completion certificate of the Project.

Failure of Purchaser/s to take Possession of Flat: Upon receiving a written intimation from the Developer as per clause 7.2, the Purchaser/s shall take possession of the Flat from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Flat to the Purchaser/s. In case the Purchaser/s fails to take possession within the time provided in clause 7.2, such Purchaser/s shall continue to be liable to pay maintenance charges as applicable.

Possession by the Purchaser/s - After obtaining the occupancy certificate and handing over physical possession of the Flat to the Purchaser/s, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including common areas, to the association of the Purchaser/s or the competent authority, as the case may be, as per the local laws.

Cancellation by Purchaser/s - The Purchaser/s shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Purchaser/s proposes to cancel/withdraw from the project without any fault of the Developer, the Developer herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Purchaser/s shall be returned by the Developer to the Purchaser/s within 45 days of such cancellation.

Compensation -

The Developer shall compensate the Purchaser/s in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Developer fails to complete or is unable to give possession of the Flat (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Developer shall be liable, on demand to the Purchasers, in case the Purchaser/s wishes to withdraw from the

Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Flat, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Purchaser/s do/does not intend to withdraw from the Project, the Developer shall pay the Purchaser/s interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Flat.

8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

The Developer hereby represents and warrants to the Purchasers as follows:

- (i) The [Developer] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Flat;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Flats are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Flat and common areas;
- (vi) The Developer has the right to enter into this Agreement and has not committed or omitted to perform any actor thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;
- (vii) The Developer has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the said Land, including the Project and the said Flat which will, in any manner, affect the rights of Purchaser/s under this Agreement;
- (viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Flat to the Purchasers in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Flat to the Purchaser/s and

the common areas to the Association of the Purchaser/s;

- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Developer in respect of the said Land and/or the Project;
- (xiii) That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

Subject to the Force Majeure clause, the Developer shall be considered under a condition of Default, in the following events:

- (i) Developer fails to provide ready to move in possession of the Flat to the Purchasers within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Flat shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Developer's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

In case of Default by Developer under the conditions listed above, Purchasers is entitled to the following:

- (i) Stop making further payments to Developer as demanded by the Developer. If the Purchasers stops making payments, the Developer shall correct the situation by completing the construction milestones and only there after the Purchaser/s be required to make the next payment without any penal interest;
or
- (ii) The Purchasers shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Purchasers under any head whatsoever towards the purchase of the Flat,

along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice: Provided that where an Purchasers does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Developer, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Flat.

The Purchasers shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Purchasers fails to make payments for two consecutive demands made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Purchasers shall be liable to pay interest to the Developer on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Purchasers under the condition listed above continues for a period beyond two consecutive months after notice from the Developer in this regard, the Developer shall cancel the allotment of the Flat in favour of the Purchasers and refund the amount money paid to him by the Purchasers by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID FLAT

The Developer, on receipt of complete amount of the Price of the Flat under the Agreement from the Purchasers, shall execute a conveyance deed and convey the title of the Flat together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate.

However, in case the Purchasers fail to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Purchasers authorizes the Developer to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Developer is made by the Purchasers. The Purchasers shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID PROJECT

The Developer shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the

Purchasers. The cost of such maintenance has been included in the Total Price of the Flat.

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer as per the agreement for sale relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Purchasers from the date of handing over possession, it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer's failure to rectify such defects within such time, the aggrieved Purchaser/s shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT OF PURCHASERS TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Purchasers hereby agrees to purchase the Flat on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of Purchasers (or the maintenance agency appointed by it and performance by the Purchasers of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Purchasers from time to time.

14. RIGHT TO ENTER THE FLAT FOR REPAIRS

The Developer / maintenance agency /association of Purchasers shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Purchasers agrees to permit the association of Purchaser/s and/or maintenance agency to enter into the [Flat/Plot] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-

fighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Purchasers shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Purchasers formed by the Purchasers for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE FLAT: Subject to Clause 12 above, the Purchasers shall, after taking possession, be solely responsible to maintain the Flat at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Flat, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Flat and keep the Flat, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Purchasers further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchasers shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchasers shall not store any hazardous or combustible goods in the Flat or place any heavy material in the common passages or staircase of the Building. The Purchasers shall also not remove any wall, including the outer and load bearing wall of the Flat. The Purchasers shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of Purchasers and/or maintenance agency appointed by association of Purchasers. The Purchasers shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PURCHASERS

The Purchasers is entering into this Agreement for the allotment of a Flat with the full knowledge of all laws, rules, regulations, notification applicable to the Project in general and this project in particular. That the Purchasers hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Flat, all the requirements, requisitions, demands and

repairs which are required by any competent Authority in respect of the Flat at his/her own cost.

18. ADDITIONAL CONSTRUCTIONS

The Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

19. DEVELOPER SHALL NOT MORTGAGE OR CREATE CHARGE

After the Developer executes this Agreement he shall not mortgage or create a charge on the Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s who has taken or agreed to take such Flat.

20. APARTMENT OWNERSHIP ACT

The Developer has assured the Purchasers that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act,1972. The Developer shall show compliance of various laws/regulations as applicable in the State of West Bengal.

21. BINDING EFFECT

Forwarding this Agreement to the Purchasers by the Developer does not create a binding obligation on the part of the Developer or the Purchaser/s until, firstly, the Purchasers signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty)days from the date of receipt by the Purchaser/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Developer. If the Purchasers(s) fails to execute and deliver to the Developer this Agreement within 30(thirty) days from the date of its receipt by the Purchasers and/or appear before the Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Purchaser/s, application of the Purchasers shall be treated as cancelled and all sums deposited by the Purchasers in connection

therewith including the booking amount shall be returned to the Purchasers without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat, as the case may be.

23. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER(S) / SUBSEQUENT PURCHASER(S)

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchasers of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchasers in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchasers that exercise of discretion by the Developer in the case of one Purchasers shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other Purchaser/s. Failure on the part of the Developer to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or

deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case maybe, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Purchasers has to make any payment, in common with other Purchaser(s) in Project, the same shall be the proportion which the carpet area of the Flat bears to the total carpet area of all the Flats in the Project.

28. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Purchasers, after the Agreement is duly executed by the Purchasers and the Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Kolkata.

30. NOTICES

That all notices to be served on the Purchasers and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchasers or the Developer by Registered Post at their respective addresses specified below:

(Name of Purchasers)

(Purchaser/s' Address)

GANGULY EVERA DEVELOPERS LLP (PAN - AATFG9509M), a Limited Liability Partnership Firm incorporated under the provisions of the Limited Liability Partnership Act 2008, and having its registered office at 4Sight Prestige, 159, Garia Station Road, P.O.- Garia, P.S.- Narendrapur, Kolkata 700 084 (Developer's Address)

It shall be the duty of the Purchasers and the Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Developer or the Purchasers, as the case maybe.

31. JOINT PURCHASERSS

That in case there are Joint Purchasers all communications shall be sent by the Developer to the Purchasers whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser/s.

32. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

33. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act.

Disclaimer: Following additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.

SCHEDULE- "A" ABOVE REFERRED TO

ALL THAT piece and parcel of the **Flat No-** situated on the **Floor**, measuring more or less sq. ft. carpet area which is equivalent to sq. ft. super built up area along with **car parking space** measuring about sq. ft. in the of the said building complex named as "....." constructed on the land total measuring an area of **74 Cottahs 09 Chittaks 02 Sq. Ft.** be the same a little more or less within District- South 24 Parganas, P.S.- Narendrapur, ADSR & P.O.- Garia, at Mouza- Barhans Fartabad, JL No. - 47, R.S. No.- 07, Touzi No.- 109, comprising in R.S. Dag Nos. 604, 639, 599, 640, 603, 602, 638, 644, 643, 629, under R.S. Khatian Nos. 06, 10, 423, 650, 774, 1327, 1581, 1605, 1628, 1828, within the limits of Rajpur Sonarpur Municipality, Ward No. 28, having Municipal Holding No. 96, Paschim Mahamayapur Road, Kolkata- 700084, and the entire land is butted and bounded as follows :-

- ON THE NORTH** : By R.S. Dag Nos. 605, 605/1874, 605/1887, 628;
ON THE SOUTH : By 15m wide Municipal Road;
ON THE EAST : By 12' feet wide Municipal Road;
ON THE WEST : By R.S. Dag Nos. 602(P), 601, 7m wide Municipal Road;

SCHEDULE -"B" ABOVE REFERRED TO

ALL THAT the Flat No., at the Floor of Block- measuring about sq. ft. super built-up area and along with one covered car parking space measuring about sq. ft. useable area at the of the said B+G+22 storied building complex named as "....." together with the undivided proportionate share of land, which is more fully and particularly described in the Schedule- "A" written hereinabove;

SCHEDULE- "C" ABOVE REFERRED TO**PAYMENT SCHEDULE**

On the date of signing of Booking Application - 10%	Rs. -----/-+ Applicable Taxes
On the date of signing of Agreement - 10%	Rs. -----/-+ Applicable Taxes

	On or before completion of Piling work - 15%	Rs. -----/-+ Applicable Taxes
	On or before completion of Foundation work - 15%	Rs. -----/-+ Applicable Taxes
	On or before completion of 3 rd Floor Casting - 5%	Rs. -----/- + Applicable Taxes
	On or before completion of 6 th Floor Casting - 5%	Rs. -----/- + Applicable Taxes
	On or before completion of 9 th Floor Casting - 5%	Rs. -----/-+ Applicable Taxes
	On or before completion of 12 th Floor Casting - 5%	Rs. -----/- + Applicable Taxes
	On or before completion of 15 th Floor Casting - 5%	Rs. -----/-+ Applicable Taxes
	On or before completion of 18 th Floor Casting - 5%	Rs. -----/-+ Applicable Taxes
	On or before completion of 21 st Floor Casting - 5%	Rs. -----/-+ Applicable Taxes
	On or before completion of Roof Floor Casting - 10%	Rs. -----/- + Applicable Taxes
	On possession or registration (Whichever is earlier) - 5%	Rs. -----/- + Applicable Taxes
	TOTAL	Rs. -----/-

In addition to the purchase consideration payable by the Purchasers to the Developer as stated hereinabove, the Purchasers shall also pay/deposit with the Developer / Maintenance Authority the following “**EXTRAS**” morefully set out hereunder:-

1. Cost of electric transformer

DG set, common electric Meters Rs./- + applicable tax
(100% to be paid on or before possession)

2. Legal Expenses On Agreement Rs./- + applicable tax
50% on execution of Agreement for Sale

And 50% On or before possession

Conveyance

3. Club membership fees Rs./- + applicable tax
(100% to be paid before possession)
4. Association formation charges Rs./- + applicable tax
(100% to be paid before possession)
5. Interest free maintenance deposit Rs./-
(100% to be paid before possession)

Interest free corpus fund towards maintenance @ Rs. 25/- per sq. ft. (to be transferred to the Association after or at the time of handover of the building & its maintenance) (100% to be paid before possession)

SCHEDULE- "D" ABOVE REFERRED TO

1. Entrance and exit gates of the building.
2. Paths passages and open spaces in the building other than those reserved by the Developer for its own use for any purpose and those meant or earmarked or intended to be reserved for parking of motor cars or marked by the Developer for use of any Co-owner.
3. Entrance lobby in the ground floors of the building.
4. Driveway in the ground floor of the building.
5. Staircases of the building along with their full and half landings with both stair cover on the ultimate roof.
6. Lift with lift shaft and the lobby in front of it on typical floors and Lift machine room and the stair leading to the roof thereof.
7. Stand-by diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, for operation of pump and lift and for supply of power in the said Unit to the extent of 500 W and/or in the other Units during power failure and generator space in the ground floor of the building.

8. Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s and meter room in the ground floor of the building.
9. Water pump with motor and with water supply pipes to overhead/underground water tank and with distribution pipes there from connecting to different units of the building.
10. Underground water reservoir for municipal water with a pull on pumps installed thereat for the building.
11. Water waste and sewerage evacuation pipes from the Units to drains and sewers common to the building and from the building to the municipal.
12. Common bathroom with W.C. in ground floor of the building.
13. Room for darwan/security guard in the ground floor of the building.
14. CCTV and Visitors lounge Area.
15. Requisite arrangement of Intercom/EPABX with connections to each individual flat from the reception in the ground floor.
16. Boundary walls.
18. AC Community Hall
19. Swimming pool
20. Gymnasium
22. Car parking assistance.
23. Games Room.

SCHEDULE- "E" ABOVE REFERRED TO

(Specification)

1. **NO. OF FLOORS** : B+G+XXII
2. **STEEL:** Steel used in the building to be of "ISI" mark reputed.
3. **CEMENT:** Cement used in the building to be premium quality.
4. **STRUCTURE:** RCC Frame structure.
5. **WALLS:** Conventional Brick/fly ash bricks/AAC Blocks
6. **Finish Interior-** Wall putty.
Exterior- High quality water proof acrylic paint
7. **Flooring**
Bedroom and Living Dining – vitrified tiles
Kitchen –ceramic/ vitrified tiles
Toilet - ceramic/ vitrified tiles
Toilet walls – Glaze tiles up to lintel level.

8. **Kitchen**
 Granite platform
 Stainless still sink
 Dado tiles up to lintel level from cooking platform
 Electrical point for refrigerator, Aqua guard and Exhaust Fan
 Plumbing provision for cold water line
9. **Toilet**
 Sanitary ware of reputed brand
 CP fittings of standard make
 Electrical point for Geyser and Exhaust fan (in both bathrooms)
 Plumbing provision for Hot & Cold water line
10. **Doors & Windows**
 Decorative Main Door / Decorative flush door.
 Internal Door – Solid core flushed door / MDF Door
 Windows – anodized aluminum / UPVC sliding or open able window with no grills.
11. **Water Supply:** Water supply from KMC.
12. **Electrical**
 2 KW load.
 AC points in all bedrooms
 Cable TV and telephone points in Living/Dining and Master Bedroom
 Ample necessary electrical points with central MCB
 Door- bell point at the main entrance door
 Concealed copper wiring with modular switches
13. **Common Lighting**
 Overhead illumination for compound and street lighting
 Necessary illumination in all lobbies, staircases and common areas
14. **Common Facilities**
 Adequate capacity standby generator for common areas for services
 Standby generator with adequate load to apartments (at extra cost)
 Closed circuit TV at the ground floor level
 Intercom connectivity with security and flats security surveillance room
 One lift in each Block
15. **INTERCOM** : Intercom connection for each flat will be provided.
16. **TELEPHONE & T.V.:** Concealed connection to be provided in every flat.
17. **LIFT:** Lift of reputed make.

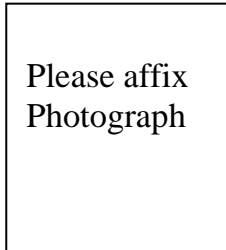
18. **OUTSIDE LIGHTING:** Adequate lighting arrangements with decorative fittings to be provided at the gate, pathway and around the building for security.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Purchasers: (including joint buyers)

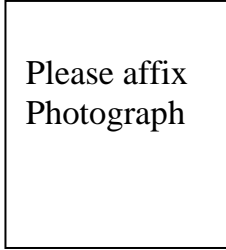
(1) Signature _____
Name: -----
Address:-----,



SIGNED AND DELIVERED BY THE WITHIN NAMED:

Developer:

(1) Signature _____
Name **SRI AMIT GANGULY**
Address 174, Garia Station Road, P.O. Garia,
P.S. Narendrapur, Kolkata- 700084



WITNESSES:

1. Signature _____
Address _____

2. Signature _____
Address _____
