DEED OF SALE

THIS DEED OF SALE is made on the day of, 2023 (Two Thousand and 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 Appartment, Flat No.- 6, Mahamaya Mandir Road, P.S.-Narendrapur, P.O.- Garia, Kolkata-700084, (2) SRI SUDHENDU CHANDA, (PAN : AIHPC5897J),

GANGULY EVERA DEVELOPERS LLR. Desiginated Partner

(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 Jhaljhalia 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), son of Late Niharendu Chanda, by faith- Hindu, by occupation Service, by nationality- Indian, residing at A Michael Madhusudan Road, Deshbandhu Para, P.S. Siliguri, Dist. Darjeeling, SRI HIMADRI CHANDA (PAN Pin-734004, (16) : 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 Road, Rabindra Sarani, Uttar Bharatnagar, Dutta 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, (25) Pin-734004, 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), 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 Aloke 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, Kolkata-700084, Rajpur-Sonarpur Municipality, (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, 700047, **(38)** SMT. SUBRATA DUTTA Kolkata – (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, _ M/26,Prantika, Mahamayapur, Garia, residing at 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 Director SRI AMIT GANGULY (PAN NO. AIEPG3746R) son of- Sri 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

GANGULY EVERA DEVELOPERS LLB Designated Partner

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 Jhunjhunwala, by faith - Hindu, by occupation- Business, residing at Rajbari, Flat No.1B,19, Dover Place, P.O. - Gariahat, P.S.- Gariahat, Kolkata --South 24Parganas, (44) 700019, District 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 NO. AIEPG3746R) (Aadhar No. 2726 8086 1832), son of Late Ranjit Ganguly, residing at 174, Garia Station Road, P.O.-Garia, P.S. Narendrapur, Kolkata- 700084, District - South 24 (45) VIDHRA INFRACON PVT. LTD., (PAN -Parganas, 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 Jhunjhunwala, 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 hereinafter jointly referred Parganas, to as the "LANDOWNERS/VENDORS" and (1-45) all are represented by attorney GANGULY **EVERA** lawful constituted their **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, (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their legal representative, heirs, successors, executors and/or 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

GANGULY EVERA DEVELOPERS LLB. Desiginated Partner

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, (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) No. son/daughter/wife (Aadhaar 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-ininterest 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:

 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, GANGULY EVERA DEVELOPERS LLAN

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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;

- 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 aforestated 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;

GANGULY EVERA DEVELOPERS LLB. Designated Partner

- 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 GANGULY EVERA DEVELOPERS LLEY

as his only legal heir and successor who solely inherited the undivided $1/11^{\text{th}}$ 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 GANGULY EVERA DEVELOPERS LLB

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 GANGULY EVERA DEVELOPERS LLESS

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decimal Clause 'M' measuring 8.75as mentioned in 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. 11250for 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 GANGULY EVERN DEVELOPERS LLB.

Desiginated Partner

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, CD Volume No. 1, CD Volume 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, CD Volume No. 1, 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 GANGULY EVER DEVELOPERS LIFY

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, 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 GANGULY EVERY DEVELOPERS LLFS

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, 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, GANGULY EVER DEVELOPERS LIFT

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. 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, 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 GANGULY EVERY DEVELOPERS LLEN

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 GANGULY EVERA DEVELOPERS LLES

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, GANGULY EVERA DEVELOPERS LLR.

Smt. Papia Basak, wife of Sukhendu Basak, daughter of Late Amalendu Mohan Chanda, Sri Aloke 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 GANGULY EVERA DEVELOPERS LLESS

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 GANGULY EVERA DEVELOPERS LLES

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 GANGULY EVERA DEVELOPERS LLR

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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 $1/11^{th}$ 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 GANGULY EVERA DEVELOPERS LLP.

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 GANGULY EVERADEVELOPERS LLFS

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;

That thereafter for better enjoyment of the said property said **48.** 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, GANGULY EVERA DEVELOPERS LLB

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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 Adhikaiy 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 GANGULY EVERA DEVELOPERS LLEN

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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 $1/12^{th}$ 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 GANGULY EVERA DEVELOPERS LLR

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 $4/12^{\text{th}}$ 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 $1/12^{\text{th}}$ 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 $1/12^{\text{th}}$ share of Late Sandhya Chatterjee in the said land. It is pertinent to mention herein that the husband of Late Sandhya Chatterjee, namely Late Chatterjee, Biswanath had predeceased Late Sandhya GANGULY EVERA DEVELOPERS LLR

Chatterjee on 10.02.2010;

- 54. That Smt. Mitali Roy, wife of Sri Aloke 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. 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 GANGULY EVERA DEVELOPERS LLEY

year 2020 in favour of Vidhra Infracon Pvt. Ltd. for valuable consideration mentioned therein;

- 57. Smt. Santi Naskar, wife of Late Bancha 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 GANGULY EVERADEVELOPERS LLES

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:-

- 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;

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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 GANGULY EVERY DEVELOPERS LLF.

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 GANGULY EVERA DEVELOPERS LLES

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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, GANGULY EVERA DEVELOPERS LLEN

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 GANGULY EVERA DEVELOPERS LLEY

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;

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- 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 cosharers 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 GANGULY **EVERA DEVELOPERS** LLP, having itsregistered 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 GANGULY EVERA DEVELOPERS LLP which was registered in the GANGULY EVERA DEVELOPERS LLR.

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 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 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 GANGULY EVERA DEVELOPERS LLES

and possessed of land measuring 0.895 decimal entered into a Development Agreement coupled with Development Power dated 17.10.2022, with **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;

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- 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 GANGULY EVERA DEVELOPERS LLFS

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, bages 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. GANGULY EVERA DEVELOPERS LLF.

(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 has registered the Project under the provisions of the West Bengal Real Estate Regulatory Authority being Registration No.
- **93.** The Purchaser(s) herein after inspecting all the legal papers, sanctioned plan and position of the building approached the GANGULY EVERA DEVELOPERS LLF.

Developer herein to purchase the Flat Being No., at the Floor measuring about sq. ft. super built-up area along with car-parking space measuring about sq. ft. useable area at the of the said building complex named as "4Sight Florence Phase- III" and together with the undivided proportionate share of land as morefully described in the Schedule hereunder and it has been inter alia agreed between the parties by an Agreement for Sale dated that the Developer would sale the aforesaid Flat and car parking space to the Purchaser(s) herein for a consideration of Rs./- (Rupees) only with the undivided right, title and interest in the said land as described in First Schedule with all common facilities of ingress and egress as mentioned in Third Schedule hereunder and also taking the liabilities of the common expenses as mentioned in Fourth Schedule hereunder;

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

That in pursuance of the said Agreement for Sale dated, and in consideration of the said total sum of Rs......)- (Rupees) only paid by the Purchaser(s) to the Developer by way of full and final payment for the price of the said flat and a car parking space to be credited in the Developer account and the price of the proportionate share of land and common spaces also to be credited to the account of the Developer and the rights and properties appurtenant thereto AND GANGULY EVERA DEVELOPERS LLES

the Developer hereby as also by Memo of receipt hereunder admit and acknowledge and of and from the payment of the same the Developer forever release, discharge, acquit and exonerate the Purchaser(s) the said flat, one car parking space and undivided proportionate share in land and common parts hereby granted, sold transferred and conveyed to the Purchaser(s), the Developer do hereby grant, sell, transfer, convey, assign and assure AND the hereby confirms the said sale and transfer of the said properties unto and in favour of the Developer ALL THAT the Flat as stated in the Second Schedule Being Flat Being No....., at the Floor measuring about sq. ft. super built-up area along with car parking space at the of the said building named as "4Sight Florence- Phase III" together with undivided proportionate share in the land morefully and particularly mentioned and described in the Second Schedule hereunder and Together with the rights and properties appurtenant thereto (which inter-alia include the proportionate undivided share or interest in the land at the said premises described in the First Schedule hereunder and also the undivided proportionate share or interest in the common parts and/or portions of the Building and also the easement, more fully described in Third Schedule hereto) hereinafter collectively called the **PROPERTIES TOGETHER WITH the rights of we and enjoyment of** all existing other rights and liberties AND which shall at any time hereafter be added and found therewith and which were and shall be howsoever at any time otherwise be situated, butted, bounded, called, known, numbered, described and distinguished AND ALL THAT the estate, right, title, and/or interest of the Developer in the aforesaid GANGULY EVERA DEVELOPERS LLR.

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properties AND all deeds, paths, muniments of title whatsoever exclusively relating to $_{\mathrm{the}}$ said Lands TOGETHER WITH proportionate right and/or share in roof, the said building and also together with like right/share in all passages, sewers, drains, pipes, benefits, advantages of all manner of former or other rights, liberties, privileges, appendages and appurtenances thereto and the easements and/or quasi-easement and other stipulations and/or provisions in connection with the beneficial use and enjoyment of the said properties all hereafter collectively called ("the property") free from all encumbrances cheques and or alienation whatsoever TO HAVE AND TO HOLD the property including the flat and a car-parking space and Rights and properties appurtenant thereto and each and every part thereof unto and to the use of the Developer absolutely and forever as heritable and transferable immovable properties within the meaning of any law for the time being in force AND subject to the payment of all maintenance charges to the maintenance Association/agents engaged for carrying out the maintenance were and also all rents, taxes, assessments, rates dues and duties now chargeable upon the same or which may hereafter become payable in respect of the said properties to the Government of West Bengal, Rajpur Sonarpur Municipality or any other concerned authorities and subject to the conditions that the said flat will be used only for residential purpose and also subject to the rights and obligations stated hereinafter.

THE VENDORS/DEVELOPER HEREBY COVENANT WITH THE PURCHASER(S) as follows:-

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(i) That the interest which the Vendors/Developer and profess, transfer subsists and the Vendors/Developer and has good right, title, full power and absolute authority to grant, convey, transfer, assign and assure the property hereby granted, sold, conveyed, transferred, assigned and assured and the Vendors/Developer and hereby confirms the same unto and in favour of the Purchaser(s) absolutely and forever.

(ii) AND THAT the Vendors/Developer and has not at any time done or executed or knowingly suffered or been party or privy to any deeds, documents or writing whereby the property i.e. the said flat and a car parking space the rights and properties appurtenant thereto or any part thereof can or may be impeached, encumbered or affected in title.

(iii) AND THAT the property (i.e. the said flat and a car parking space as stated in the Second Schedule, the land share and the rights and interest appurtenant thereto) is free from all charges, mortgages, liens, attachments, leases, acquisition, requisition, restrictions, litigations, lispendences, covenants, uses, trusts, made or suffered by the Vendors/Developer and or any person or persons arising or lawfully rightfully and/or equitably claiming any estate or interest therein from under or in trust for the Vendors/Developer.

(iv) The Purchaser shall and may at all times hereafter peaceably and quietly enter upon and hold, occupy, possess and enjoy exclusively the property i.e. the said flat and car parking space as stated in the Second Schedule together with undivided proportionate share of land and also enjoy the facilities commonly with others in respect of common areas in the Building and every part thereof

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and/or receive the rents, issues and profits thereof for her own use, without any suit, lawful eviction interruption, disturbance, claims or demands whatsoever from or by the Vendors/Developer and or any person or persons lawfully claiming or to claim through under or in trust for the Vendors/Developer and all persons having or lawfully claiming any estate, right, or interest whatsoever at law for the property hereby granted, sold, conveyed, expressed so to be by from under or in trust for the Vendors/Developer.

(v) That the Vendors/Developer and shall from time to time and at all times hereafter upon every reasonable requests and at all the cost of the Purchaser(s) make, do, acknowledge, execute and perform all such further and other lawful and reasonable acts, deeds, conveyance, matters and things whatsoever for further betterment or more perfectly assuring and absolutely granting the property and every part thereof hereby granted and sold, unto and to the use of the purpose.

(vi) AND THAT the Unit and the rights and properties appurtenant thereto is freely, clearly and absolutely acquitted, exonerated, released and for ever discharged from and by the Vendors/Developer and unto and in favour of the Purchaser.

(vii) The Purchaser, shall hereafter, has the right to mutate their name in the Records of the Rajpur Sonarpur Municipality or any other authority or authorities concerned, as owner of the said flat and a car parking space rights and properties appurtenant thereto and also to pay the Municipal Rates and Taxes as may be assessed or imposed in respect of the said flat and a car parking space, rights and properties appurtenant thereto and until and unless the unit is GANGULY EVERA DEVELOPERS LLES

separately assessed the Purchaser will pay proportionate share of rates and taxes.

(viii) The Purchaser shall be entitled to all rights, privileges, vertical and lateral supports, easements, quasi-easements, appendages and appurtenances whatsoever belonging or in any way appertaining to the unit or therewith held, used, occupied or enjoyed or reputed or known as part and parcel thereof or appertaining thereto which is more fully and particularly mentioned in Third Schedule hereunder written.

(ix) AND FURTHER THAT unless prevented by fire or some other irresistible accident the Vendors/Developer shall from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser or at any hearing, suit, to the Purchaser and/or the agent/s of the Purchaser or at any hearing, suit, commission, examination or otherwise as occasions shall require the original documents and writings in respect of the Premises which the Vendor/Developer as the case may be, shall keep all such documents safe whole un-obliterated and shall not use any of such document from alienating and/or encumbering the said flat and a car parking space rights and properties in any manner whatsoever.

AND IT IS HEREBY AGREED BY AND BETWEEN THE VENDOR/DEVELOPER AND AND THE PURCHASERS as follows:

(1) The Purchaser shall be entitled to all rights, privileges vertical and lateral supports, easements quasi-easements appendages and appurtenances whatsoever belong (or in any way appertaining to the said Flat and a car-parking space) or usually held used occupied or enjoyed or reputed so to be or know as part parcel thereof or GANGULY EVERA DEVELOPERS LLES

appertaining thereto.

(2) The Purchaser shall be entitled to the right or access in common with the Vendor/Developer and and/or other occupiers of the said building at the time and for all normal purposes connected with the use and enjoyed or the said building.

(3) The Purchaser and their agent/s and nominees are also be entitled to the right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment as the said Flat and a car parking space and pathways comprised with the said building therein contained shall permit the Purchaser or any person deriving title under the Purchaser and/or servants, nominees, employees invites be obstructed in anyway by parking vehicles deposit or materials rubbish or otherwise shall have free passage by any person or persons.

(4) The Purchaser shall have the right of protection of the said Flat and a car parking space to be kept safe and perfect of all portions of the Flat including the entire premises.

(5) The Purchaser shall also be entitled to the right or passage in common as aforesaid of taking gas, electricity water through open spaces from and to the said Flat through pipes, drainage, wires laying or being in under through or over of the said building and premises so far may be reasonable necessary for the beneficial occupation of the said Flat and a car-parking space for the purpose whatsoever.

(6) The Purchaser shall have the right with or without workmen and necessary materials to enter from time to time for the purpose of repairing so far as may be necessary, such pipes, drains etc. mentioned aforesaid and for the purpose of building repair or draining and part or parts of the said Flat

in so far as such repairing or cleaning as aforesaid cannot be reasonable carried out without such entry.

THE PURCHASERS DOTH HEREBY COVENANT WITH THE VENDOR/DEVELOPER as follows:-

i) The Purchaser shall observe, fulfill and perform all the covenants hereunder written including those for the common purposes and shall regularly and punctually pay and discharge all taxes and impositions on the said flat, a car parking space and common expenses and all other outgoing described in the Fourth Schedule hereunder proportionately.

ii) The Purchaser shall not raise any unreasonable objection in respect of the said flat, car parking space and put any requisition concerning the nature, scope and extent thereof.

iii) The Purchaser shall regularly and punctually pay and discharge all rates, taxes, surcharge, common expenses impositions and all other outgoing in respect of the said flat and a car parking space after getting it completed through the Developer as an exclusive contractor and the rights and properties appurtenant thereto from the date of delivery of possession of the said flat a carparking space after its completion and the rights and properties.

iv) The Purchaser shall apply for and have the said flat a carparking space, rights, and properties mutated in their names and separately assessed for the purpose of assessment of Municipal rates and taxes.

v) Until such time the said flat and a car-parking space the rights and properties in the Building be not separately assessed and/or mutated in respect of Municipal rates and taxes or impositions, the GANGULY EVERA DEVELOPERS LLES

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Purchaser shall deposit the same with the Owners /Developer, until the Association is formed by the Vendor/Developer and takes over actual maintenance and management of the common parts, the proportionate amount as may be required from time to time towards maintenance and management of the common parts and payments of Municipal rates and rates.

vi) Upon separation and/or mutation of the said flat, a Car parking space and the rights and properties for the purpose of liability of Municipal Rates and taxes and impositions the Purchaser shall pay such Tax, impositions as may be assessed in respect of the said flat and the rights and properties directly to the Rajpur Sonarpur Municipality.

vii) The Purchaser shall also bear and pay all other taxes and impositions as are levied or may be levied further including multistoried Building Tax, Urban Land Tax, if any, water tax etc. in respect of the Building and the said flat proportionately.

viii) The Purchaser shall also be liable to pay the penalty, interests, costs charges and expenses and in respect of any such taxes or impositions, proportionately, wholly as the case may be in respect of the same be imposed or charged due to the default of the Purchaser in complying with their obligations, hereunder concerning the payments and/or deposit or amounts towards taxes and impositions reserved hereby or otherwise, the liability of such payment by the Purchaser will accrue effect with from the date of registration/possession (whichever is earlier) of the said flat and the rights and properties by the Owners /Developer to the Purchaser.

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ix) The Purchaser hereby undertakes to enter as a member of the Flat Owners' Association to be formed by the Vendor/Developer in the Newly constructed Building appurtenant thereto for the purpose of proper management, control of the common parts and do all acts, deeds and things as may be necessary or expedient for the common purposes and the Purchaser undertakes that until the Association is formed and takes the maintenance and management of the common portion, the Purchaser shall co-operate with the Vendor/Developer and thereafter with the owners' Association and pay his proportionate share of Municipal rates and taxes along with proportionate share of common expenses.

x) The Association and the co-owners in the Building shall remain liable to indemnify and keep indemnified the Owners /Developer for all liabilities due to non-fulfillment of her respective obligation hereunder.

xi) The Purchaser shall at their own costs and expenses be entitled to repair, addition, alterations, modifications, plaster, white washing, painting, inside wall of the said flat and shall keep the said flat and every part thereof, fittings and fixtures therein or exclusively for the unit comprised therein, properly painted and in good repairs and in a neat and clean condition and as a decent and respectable place for residential purpose.

THE PURCHASER(S) SHALL NOT DO THE FOLLOWING IN CONNECTION WITH THE USE AND ENJOYMENT OF THE FLAT AND COMMON PARTS THEREOF:

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- i. Not to interfere with or hinder or obstruct in any manner whatsoever in the construction of the said Building or any part thereof by the Vendor/Developer.
- ii. Not to refuse to pay from the time after completion /handing over of the said flat proportionate share of the common expenses as will be required.
- iii. Not to do anything whereby the Vendor/Developer's right and liberty is affected.
- iv. Not to throw any rubbish or stone or any article or combustible goods in the common parts.
- v. Not to carry on any obnoxious, noisy offensive, illegal or immoral activities in the said flat and a car-parking space.
- vi. Not to cause any nuisance or annoyance to the co-occupants of the other portions of the said Building.
- vii. Not to decorate or paint or otherwise alter the exterior wall of the said flat or common parts of the buildings in any manner.
- viii. Not to keep any personal belongings like shoe rakes, broken materials etc. in the common area or the common lobby.
- ix. Not to fix or change the Air-conditioner on any other place other than the place designated for the same.
- x. Not to put any different colour lights in balcony other than the predefined one for the purpose of harmony of elevation.
- **xi.** Not to cover the balcony with the grill in order to maintain elevation harmony.
- **xii.** Not to keep door mats in front of the flat door.
- **xiii.** Not to use the car-parking area for any other purpose.

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- **xiv.** Not to hinder the dependent car parking owners in moving their cars and to cooperate them as and when required and keep the car keys with the common security guards for smooth movement of the cars.
- xv. Not to engage any unregistered electrician or plumber for any common electrical or plumbing work.
- xvi. Not to disturb the "Ganguly Group" signage which will remain forever on the top of the terrace to be maintained by "Ganguly Group" at its own cost.
- **xvii.** Not to obstruct in any manner the Vendor/Developer in construction of other blocks or transferring any right in or on the land, building or other flat and a car-parking space etc.
- xviii.Not to claim any partition or sub-division of the said land or the common parts.
- **xix.** Not to block any common passage, so long the utility provided to the Purchaser and occupiers is not obstructed and/or hampered in the event of ingress and egress. THE VENDOR/DEVELOPER AND THE COVENANTS WITH THE PURCHASER THAT:-
- i. The Purchaser shall be entitled to all rights privileges vertical and lateral supports easements and quasi easements and appurtenances whatsoever belonging or in anywise appertaining to the said flat or therewith usually held occupied or enjoyed or refused or known as part and parcel of the said flat excepting the rights of easements and quasi easements reserving unto the Vendor.

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- The right of access in common with the Owners and other flat owners and occupiers of the building at all times for peaceful enjoyment possession and use of the said flat.
- iii. The right of protection of the said flat by or from all parts of the building so far as they now protect the same.
- iv. Right of passage in common as aforesaid of electricity, telephone, telex and common services from and to the said flat through the cables already laid by the Developer for the purpose and so far as shall be necessary for the beneficial enjoyment of the said flat and for all lawful purposes whatsoever.
- v. The Developer is also constructing buildings and developing the nearby lands and the common services of the project "4Sight Florence- Phase III" shall be available to be provided to the occupiers/owners of flats/saleable areas of the said further buildings at the said nearby lands subject to responsibility of sharing the common expenses.

THE VENDORS/DEVELOPER TO HEREBY CONFIRM, RECORD AND DECLARE that the Developer's obligation to develop the respective share/portion of land stated /described in the respective development agreement entered with the respective vendor stand duly fulfilled and performed and claims and all kinds of rights and benefits and obligations of the respectively the Owners and the Developer under the said respective agreements of development stand duly consolidated upon the Developer having obtained the building plan sanctioned and having entered developed the said entire lands and having competed the construction of the contemplated building/s

and the Vendors having agreed to the sale of the flats contained in the said buildings to the as herein stated AND neither the Developer nor the respective vendor has any dispute against each other under the said agreements also relating to the respective flats agreed to be sold to the as herein stated.

THE PURCHASER DOTH HEREBY CONFIRM AND DECLARE AND AGREE THAT :-

- The Purchaser shall have and hold the said unit absolutely free from all claims of the Developer.
- (2) The duly confirm that the sale and transfer of the said unit is free from all rights interest and claims of the Developer.
- (3) The Purchaser shall hold and have the said unit free from all disputes and duly related from all claims of the on the strength of these presents.
- (4) The shall always at the request and costs of the Purchaser make do and acknowledge and execute all such further reasonable acts deeds and confirmation for more perfectly confirming the sale and transfer of the said unit and assuring the exclusive title of the Purchaser to the said unit in terms of these presents as shall be reasonable required by the Purchaser.

IT IS FURTHER AGREED BETWEEN THE PARTIES THAT UPON IMPOSITION OF Real Estate (Regulation and Development) Act, 2016 and (2) Goods & Services Tax Act in West Bengal, then the Vendor/Developer and the Purchaser shall be bound by the respective provisions of the said legislations also and if necessary a further add

endure/written confirmation/ supplements agreement as shall be advised by the lawyers hereto shall be made and executed and between them.

THE FIRST SCHEDULE ABOVE REFERRED TO (Description of the Land)

ALL THAT piece and parcel of land 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;

THE SECOND SCHEDULE ABOVE REFERRED TO (Description of the flat and car-parking space)

ALL THAT the Flat No., at the Floor of Block- measuring about sq. ft. super built-up area and

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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 "4Sight Florence Phase-III", together with the undivided proportionate share of land, which is more fully and particularly described in the First Schedule written hereinabove.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Areas and Facilities)

- 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.

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- 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.
- 17. Car parking assistance.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Common Expenses)

- 1. MAINTENANCE: All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure and in particular the roof (only to the extent of leakage and drainage to the upper floors), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the block and enjoyed or used by the Purchaser in common with other occupiers or serving more than one Unit/Flat and other saleable space at the said land, main entrance and exit gates, lift/elevators, landings and staircases of the said block and enjoyed by the Purchaser or used by him in common as aforesaid and the boundary walls of the land, compounds etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the said land so enjoyed or used by the Purchaser in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
- 2. OPERATIONAL : All expenses for running and operating all machinery, equipments and installations comprised in the common

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areas and installations (including lift, water pump with Motor, Generator, Fire Fighting equipments and accessories, Security Systems, Deep Tube Well etc.) and also the costs of repairing, renovating and replacing the same.

- 3. STAFF: The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftman etc.) including their bonus and other emoluments and benefits.
- 4. ASSOCIATION: Establishment and all other expenses of the Association and also similar expenses of the Owner or any agency looking after the common purposes, until handing over the same to the Association.
- 5. TAXES: Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the land (save those assessed separately in respect of any Unit).
- 6. INSURANCE : Insurance premium for insurance of the said Complex and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
- 6. COMMON UTILITIES: Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
- 7. RESERVES: Creation of funds for replacement of funds for replacement, renovation and/or other periodic expenses.
- 8. OTHER: All other expenses and/or outgoings including litigation expenses as are incurred by the Owner and/or the Association for the common purposes.

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IN WITNESS WHEREOF the parties abovenamed have hereunto set and subscribed their respective hands to these presents on the day month and year first above written.

SIGNED AND DELIVERED by the Parties above-named in presence of:-WITNESSES:

1.

 $\mathbf{2}$.

Signature of the Vendors

Signature of the Developer

Signature of the Purchaser GANGULY EVERA DEVELOPERS LLE Designated Partner

MEMO OF CONSIDERATION

RECEIVED sum of Rs.....)- (Rupees) only from the within named Purchaser as per the Memo below :-

Cheque No.	Bank	Date	Amount

WITNESSES:

1.

Signature of the Developer

Drafted by -

2.

GANGULY EVERA DEVELOPERS LLR. Desiginated Partner