

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made and executed on this the Day
of , 202 (Two Thousand and);

BETWEEN

1) SRI. NIKHIL GHOSH (PAN-ADMPG4391D), son of Late Haran Chandra Ghosh, by faith Hindu, by Nationality- Indian, by occupation- Business, presently residing at 825, Mahamayatala Road, Post Office-Garia, Police Station-Erstwhile Sonarpur, presently Narendrapur, Kolkata-700084, South 24 Parganas West Bengal. **2) SRI. RATAN KUMAR GHOSH** (PAN-ADZPG2791K), son of Late Haran Chandra Ghosh, by faith Hindu, by nationality- Indian, by occupation- Business, permanently presently residing at 18, Baishnabghata Road, Post Office-Naktala, Police Station-Erstwhile Patuli presently-Netaji Nagar, Kolkata-700047, South 24 Parganas West Bengal. **3) SMT. SOMA GHOSH** (PAN-AENPG2791K), wife Sri. Nikhil Ghosh, by faith Hindu, by nationality- Indian, by occupation- Business, presently

ETHA REALTY PVT. LTD.


Director

residing at 825, Mahamayatala Road, Post Office-Garia, Police Station- Erstwhile Sonarpur, presently Narendrapur, Kolkata-700084, South 24 Parganas West Bengal. **4) SMT. AMITA GHOSH** (PAN-AJQPG3983P), wife of Sri. Harendra Nath Ghosh, by faith Hindu, by nationality- Indian, by occupation- Business, presently residing at 192, Bidhanpally, Post Office-Garia, Police Station-Bansdrone, Kolkata-700084, South 24 Parganas, West Bengal **5) SMT. MOM GHOSH** (PAN-AENPG2792L), wife of Sri. Ratan Kumar Ghosh, by faith Hindu, by occupation Business, by Nationality Indian residing at 18, Baishnabghata Road, Post Office-Naktala, Police Station- Erstwhile Patuli presently-Netaji Nagar, Kolkata-700047, South 24 Parganas West Bengal. **6) SMT. SHEFALI GHOSH** (PAN-BAKPG2201A), wife of Sri. Dulal Chandra Ghosh, by faith Hindu, by occupation Business, by Nationality Indian residing at 17/10, Baishnabghata Road, Post Office-Naktala, Police Station-erstwhile Patuli presently-Netaji Nagar, Kolkata-700047, South 24 Parganas West Bengal. **7) SMT. TAPASHI MUKHERJEE** (PAN-AJPPM9100P), wife of Sri. Deb Kumar Mukherjee, by faith Hindu, by occupation Business, by Nationality Indian residing at 18, Baishnabghata Road, P.O Naktala, P.S. Netaji Nagar, Kolkata-700047, hereinafter all are referred to as the **OWNERS** they are duly represented by their lawful Constituted Attorney namely **M/S. ETHA REALTY PRIVATE LIMITED**, **PAN : AADCE4909N**, a Private Limited Company incorporated under Indian Companies Act, 1956, having its registered office at 825, Mahamayatala Road, Post Office-Garia, Police Station-erstwhile Sonarpur, presently Narendrapur, Kolkata-700084, South 24 Parganas West Bengal being represented by its Director namely, **1) SRI NIKHIL GHOSH**, AND **2) SMT. SOMA GHOSH**, vide a registered **Development Power of Attorneys After Registered Development Agreement** dated 18.02.2022 and the same was duly registered with the Office of Additional District Sub-Registrar- at Sonarpur, South 24 Parganas, and the same has been duly recorded in Book- I, Volume No. 1608-2022, Pages- 44145 to 44179, being No. 1458 for the year 2022 hereinafter referred to as the **“LAND OWNERS”** (which expression shall, unless repugnant to the context shall mean and include

their successor(s), heir(s), successors-in-interest, executor(s), representative(s), administrator(s) and/or assigns) of the **FIRST PART.**

A N D

“M/S. ETHA REALTY PRIVATE LIMITED”, PAN : AADCE4909N, a Private Limited Company incorporated under Indian Companies Act, 1956, having its registered office at 825, Mahamayatala Road, Post Office-Garia, Police Station-Erstwhile Sonarpur, presently Narendrapur, Kolkata-700084, South 24 Parganas West Bengal being represented by its Director namely, **1) SRI NIKHIL GHOSH**, son of late Haran Chandra Ghosh, PAN- ADMPG4391D, **2) SMT. SOMA GHOSH**, PAN- AENPG2791K, wife of Sri Nikhil Ghosh both are residing at 825, Mahamayatala Road, Post Office-Garia, Police Station-Erstwhile Sonarpur, presently Narendrapur, Kolkata-700084, South 24 Parganas West Bengal, hereinafter referred to as the **DEVELOPER** (which expression shall, unless repugnant to the context shall mean and include it’s successors-in-Office, the executor(s), representative(s), administrator(s), men, agents and/or assigns) of the **SECOND PART.**

A N D

[If the Allottee is a company]

....., (CIN no.....) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at....., (PAN.....), represented by its authorized signatory, duly authorized vide board resolution dated, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership]

....., a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at

....., (PAN.....), represented by its authorized partner,....., authorized vide dated, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr. / Ms.....(PAN.....), son / daughter of....., aged about....., residing at, hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees). of the **THIRD PART**.

The **ORIGINAL LAND OWNERS** and **DEVELOPER/CONFIRMING PARTY** as well as the **PURCHASER** are conjointly for the sake brevity hereinafter referred to as the "**PARTIES**" and they individually hereinafter referred to as the "**PARTY**".

DEFINITIONS AND INTERPRETATIONS:-

The **PARTIES** have agreed that the following terms and expressions shall in these presents have the respective meanings assigned to them herein-below, unless the same be contrary or repugnant to the subject or context:-

1.1 Said Flat: Residential Flat No. _____ on the _____, having super built-up area of approximately _____ Sq. Ft., described in on the Second Schedule below, delineated on the Plan annexed hereto and bordered in Colour Red thereon (Said Flat), in the residential Block - forming part of the independent and separately sanctioned cluster of buildings (Said Cluster) which is a part of the project named as Su Casa Valley (Said Complex). The Said Cluster is constructed on a plot of Land in Mouza-Jagddal, J.L. No.71, being Municipal Holding No. 47, Kattayani Tala Street, within the local ambit

of Ward No. 25, of Rajpur Sonarpur Municipality, Police Station-Sonarpur, within the Jurisdiction of Additional District Sub-Registration Office at Sonarpur, District-South 24 Parganas, West Bengal described in the First Schedule herein below herein after referred to as the (Said Property).

1.2 Land Share: Undivided, imputable, proportionate and variable share in the land underneath the Said Building, comprised within the Said Property, as be attributable and appurtenant to the Said Flat (Land Share). The Land Share has been derived by taking into consideration the proportion which the super built-up area of the Said Flat bears to the total super built-up area of the Said Building.

1.3 Parking Space: The right to park 1 (One) medium-sized Car in the covered/open space at the ground level in the Said Complex, described in Second Schedule herein bellow (Parking Space). Share In Common Portions Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building, as to be attributable and appurtenant to the Said Flat (Share in Common Portions), the said common areas, amenities and facilities being described in the Third Schedule herein below (collectively Common Portions).

1.4 Share In Said Club: Undivided, impartible, proportionate and variable share and/or interest in the social and recreational club comprising of swimming pool, health club, gymnasium, library, air conditioned banquet hall, indoor games and play areas (**Said club**), as to be attributable and appurtenant to the Said Flat (**Share In Said Club**). It is 'clarified that (1) the Developer shall have the absolute right to modify the area, amenities and facilities of the Said Club (2) the Said Club will be located in another independent cluster within the Said Complex but outside the Said Property and (3) the Said Club shall also be owned by, be available to and enjoyed in common with other owners (collectively other Su Casa Project Owners) of contiguous developments and projects which may be undertaken by the Developer and/or its allied companies in future (collectively **Other Su Casa Projects**).

1.5 User Rights in Specified Facilities: Conditional right, only of user and enjoyment (**User Rights**) on certain amenities and facilities such as arterial and internal roads, pathways, walkways, landscaped green areas, central drainage and sewage pipeline and connection with Municipality/PWD, domestic and fire water reservoirs, deep or shallow tube well, rain water harvesting system (if any), sewage treatment plant, 24 hour water supply arrangement, central water reservoirs/tanks of the Said Complex (if any), central water supply pipeline in the Said Complex, water pump/s and motor/s for central water supply arrangement, water filtration plant, wiring, fittings and accessories for lighting of common areas of the Said Complex (except the Said Building), installation for receiving and distributing electricity from supply agency, power backup generators for common electrical installation and flats (at extra cost), etc. (collectively **Specified Facilities**). It is clarified that (1) the Developer shall have absolute right to modify the Specified Facilities and (2) the Specified Facilities shall be available for use in common with other owners of the Said Complex and also the Other Su Casa Project Owners.

BACKGROUND

2.1. Absolute Ownership: The Owners have represented to the Allottee that by virtue of the events and in the circumstances mentioned in **Devolution of Title**, the Owners are the joint owners of the First Schedule Mentioned property, which is free from all encumbrances and the erstwhile Owners are in peaceful possession thereof.

2.2. Development Agreement: To develop and commercially exploit the said property by the construction of the Said Building thereon and selling various flats/spaces therein (collectively Units), the erstwhile owners entrusted the work of development of the Said Property to the Developer, on the terms and conditions recorded in an agreement in writing (**Development Agreement**). In terms of the Development Agreement, the Developer has become entitled to sell, transfer, encumber or otherwise dispose of the Units,

parking spaces and other saleable spaces in the Said Building/the Said Property and to appropriate the entire consideration therefor.

2.3. Sanctioned Plans: The Developer has got a building plan sanctioned by the RAJPUR SONARPUR MUNICIPALITY for construction of inter alia the Said Buildings (**Sanctioned Plans**, which include all sanctioned/permissible vertical/horizontal extensions and modifications made thereto from time to time from RAJPUR SONARPUR MUNICIPALITY or any other competent authorities).

2.4. Announcement of Sale: The Owners have announced sale of Flat and Car Parking Space.

2.5. Construction of Said Building: The Developer has estimated to complete the said project with 31st December 2026.

2.6. Conveyance to Allottee: In furtherance of the above, the Developer sale of the Said Flat and Appurtenances in favour of the Allottee, by these presents, on the terms and conditions.

2.7. Acceptance of Conditions Precedent: Notwithstanding anything contained in the Said Agreement, the Allottee confirms that the Allottee has accepted and agreed that the following are and shall be the conditions precedent to this Conveyance:

2.8. 1. Understanding of Scheme by Allottee: The undertaking and covenant of the Allottee that the Allottee has understood and accepted the under mentioned scheme of development:

(a) Development of Said Property/Said Complex and Other Su Casa Projects:

The Developer intends to develop the entirety of the Said Property/Said Complex and the Other Su Casa Projects in due course and the Allottee hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance thereto.

(b) Sanctioned Plans Independent: In pursuance of such intention, the Sanctioned Plans of the Said Building have been sanctioned by RAJPUR SONARPUR MUNICIPALITY/other concerned authorities,

(c) Extent of Rights: The rights of the Allottee are limited to ownership of (1) the Said Flat (2) the Land Share (3) the right to park in the Parking Space (4)

the Share In Common Portions (5) the Share In Said Club and (6) the User Rights in the Specified Facilities and the Allottee hereby accept the same and the Allottee shall not, under any circumstances, raise any claim of ownership contrary to the above including but not limited to claim of ownership on the Specified Facilities or any other component or constituent.

(d) Common Portions Subject to Change: The Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Developer, to accommodate its future plans regarding the Said Property/Said Complex and Other Su Casa Projects and the Allottee hereby accepts the same and the Allottee shall not, under any circumstances, raise any objection or hindrance thereto.

(e) Only User Rights in Specified Facilities: The Allottee shall only have User Rights in the Specified Facilities and the Allottee hereby accept the same and the Allottee shall not, under any circumstances, raise any claim of ownership on any component or constituent of the Specified Facilities.

(f) No Land Share in Specified Facilities: The Specified Facilities which are located in the Said Property shall always be deemed to be excluded from the area of the Said Property and the Land Share being agreed to be transferred to the Allottee shall not under any circumstances extend to and include such part. The Allottee hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance in this regard.

(g) Location of Specified Facilities: The Specified Facilities may either be located within the Said Property/Said Complex or may be part of the Other Su Casa Projects. If some of the Specified Facilities are part of the Other Su Casa Projects, then and in such event such part of the Other Su Casa Projects on which the Specified Facilities are located shall be deemed to be excluded from the area of the Said Property. The Land Share being agreed to be transferred to the Allottee shall only extend to the land underneath the Said Building and not under any circumstances extend to and include any other part or portion of the Said Property/Said Complex. The Allottee hereby accept the same and shall not, under any circumstances, raise any objection or hindrance in this regard.

2.8.2 Satisfaction of Allottee: The undertaking of the Allottee to the Owners that the Allottee is acquainted with, fully aware of and thoroughly satisfied with the title of the Owners in the Said Property, the Sanctioned Plans, all background papers, the right of the Owners to grant this Conveyance, the scheme of development described above and the extent of the rights being granted in favour of the Allottee and the negative covenants mentioned above and/or the Said Agreement and/or elsewhere in this Conveyance and the Allottee hereby accept the same and shall not raise any objection with regard thereto.

2.8.3 Rights Confined to Said Flat And Appurtenances: The undertaking of the Allottee to the Owners that the right, title and interest of the Allottee is confined only to the Said Flat and Appurtenances mentioned in the second schedule, which the Allottee hereby accepted and to which the Allottee, under no circumstances, shall be entitled to raise any objection.

2.9 Undertaking of Allottee: The Allottee further undertakes that in consideration of the Owners conveying the Said Flat And Appurtenances to the Allottee, the Allottee has accepted the above conditions and have granted and shall be deemed to have granted to the Owners, the Developer and the Other Su Casa Project Owners and all successors-in-interest/title unfettered and perpetual easements over, under and above all Common Portions comprised in the Said Property/Said Complex, with the right to connect the same to the Other Su Casa Projects integrated/added to the Said Property/Said Complex.

3. TRANSFER

3.1 Hereby Made: The Developer hereby sell, convey and transfer to and unto the Allottee, absolutely and forever, free from all encumbrances of any and every nature whatsoever, the Said Flat and Appurtenances of the **Second Schedule** below.

3.1.1 Said Flat: Said Flat, being Residential Flat No. _____ on the floor, having super built up area of approximately _____ Square Feet, described in the **Second Schedule** below, delineated on **Plan** annexed hereto and bordered in Colour Red thereon, in the Said Building named Verdura,

forming part of the Said Cluster which is a part of the Said Complex named Su Casa Valley. The Said Cluster is constructed on a plot of land within RAJPUR SONARPUR MUNICIPALITY, Police Station-Rajarhat, Additional District Sub registrar at Rajarhat, District South 24 Parganas, described in the **First Schedule** below.

3.1.2 Parking Space: The Parking Space, being the right to park 1 (one) medium sized car in the covered space at the ground level in the Said Complex, described in the **Second Schedule** below.

3.1.3 Share in Common Portions: The Share In Common Portions, being the undivided, impartible, proportionate and variable share and/or interest in the Common Portions, as be attributable and appurtenant to the Said Flat, the Common Portions being described in the **Third Schedule** below.

3.1.4 User Rights in Specified Facilities: The User Rights in Specified Facilities, being the conditional right, only of user and enjoyment on the Specified Facilities. It is clarified that (1) the Developer shall have absolute right to modify the Specified Facilities and (2) the Specified Facilities shall be available for use in common with other owners of the Said Complex and also the Other Su Casa Project Owners.

4. CONSIDERATION AND PAYMENT AND TDS:

4.1 The aforesaid transfer of the Said Flat and Appurtenances is being made by the Owners in consideration of a sum of Rs. /- will be paid by the Allottee to the Owners receipt of which the Owners will be issued time to time.

4.2 TDS:

a. The Purchaser will be financially responsible for paying the TDS amount to the income tax authority on entire sale consideration as per the rate agreed with the Income Tax department over the sale Consideration if Applicable

5. TERMS OF TRANSFER

5.1 Title, Sanctioned Plans and Construction: The Allottee has examined or caused to be examined the following and the Allottee is fully satisfied about the same and shall not be entitled to and covenant not to raise any requisition, query, clarification or objection regarding the same and also further waive the right, if any, to do so:

(a) The right, title, interest and authority of the Owners in respect of the Said Property, the Said Building and the Said Flat And Appurtenances;

(b) The Sanctioned Plans sanctioned by the RAJPUR SONARPUR MUNICIPALITY ;

(c) The construction and completion of the Said Building, the Common Portions, the Said Flat, the Parking Space, the Said Club and the Specified Facilities including the quality, specifications, materials, workmanship and structural stability thereof.

5.2 Measurement: The Allottee has measured the area of the Said Flat and is satisfied regarding the same and agree and covenants not to ask for any details or question the computation of area or make any claims in respect thereof.

5.3 Salient Terms: The transfer of the Said Flat and Appurtenances being affected by this Conveyance is:

5.3.1 Sale: a sale within the meaning of the Transfer of Property Act, 1882.

5.3.2 Absolute: absolute, irreversible and in perpetuity.

5.3.3 Free from Encumbrances: free from all encumbrances of any and every nature whatsoever including but not limited to lis pendens, attachments, liens, charges, mortgages, trusts, reversionary rights, residuary rights, claims and statutory prohibitions.

5.3.4 Benefit of Common Portions: subject to the terms and conditions of this Conveyance, together with proportionate ownership, benefit of user and enjoyment of the Common Portions described in the Third Schedule below, in common with the other co-owners of the Said Building, including Developer (if the Owners and/or the Developer retain any Unit in the Said Building).

5.3.5 Benefit of Said Club: subject to the terms and conditions of this Conveyance, together with proportionate ownership, benefit of user and

enjoyment of the Said Club defined in Clause 1.4 above, in common with the other co-owners of the Said Complex and the Other Su Casa Project Owners, including the Owners and the Developer (if the Owners and/or the Developer retain any Unit in the Said Complex).

5.4 Subject to: The transfer of the Said Flat. And Appurtenances being affected by this Conveyance is subject to:

5.4.1 Payment of Rates & Taxes: The Allottee regularly and punctually paying costs, expenses, deposits and charges for RAJPUR SONARPUR MUNICIPALITY Tax, Land Revenue (Khana), surcharge, levies, chess, etc. (collectively **Rates & Taxes**), as be assessed for the Said Flat and Appurtenances.

5.4.2 Payment of Monthly Subscription: User Charge for Said Club: the Allottee regularly and punctually pays the monthly subscription of the Said Club and user charge for use of facilities at the Said Club, as determined by the Developer.

5.4.3 Payment of Maintenance Charge: The Allottee regularly and punctually paying proportionate share (Maintenance Charge) in the common expenses for maintenance and upkeep of the Common Portions and the Specified Facilities (collectively **Common Expenses/Maintenance Charge**).

5.4.4 Stipulations: observance, performance and acceptance of the easements, quasi-easements and other stipulations (collectively Stipulations), described in the Fifth Schedule below.

5.4.5 Observance of Covenants: the Allottee observing, performing and accepting the stipulations, regulations and covenants (collectively Covenants), described in the **Sixth Schedule** below.

5.4.6 Indemnification By Allottee: indemnification by the Allottee about the Allottee faithfully and punctually observing and performing all covenant's, stipulations and obligations required to be performed by the Allottee hereunder as well as under the Said Agreement.

6. **Said Club**

6.1 For Transferees: Notwithstanding anything contained in the Said Agreement, subject to the provisions of Clause 4.5 above, the Developer has provided the Said Club, intended for use by the Transferees of the Said Building/Said Cluster/Said Complex and the Other Su Casa Projects. The Allottee understand and accept that the Developer shall have the sole right and discretion in planning the details, amenities and facilities of the Said Club, which shall be final and binding on the Allottee and the same may also be varied at the sole discretion of the Developer.

6.2 Membership Obligation of Allottee: Notwithstanding anything contained in the Said Agreement, membership of the Said Club being compulsory for all Transferees, the Allottee (which expression, in the context of the Said Club, means only the Allottee under this Conveyance will become a member of the Said Club, on the preliminary terms and conditions recorded herein.

6.3 Commencement of Operation of Said Club: Notwithstanding anything contained in the Said Agreement, the Developer reasonably expects that the Said Club shall be made operational after the entirety of the Said Complex is completed and made ready. The understand and accept that the Date of Possession of the Said Flat And Appurtenances has no connection and correlation with the Said Club becoming operational and the Allottee shall not raise any claim or objection in this regard.

6.4 Club Manager: Notwithstanding anything contained in the Said Agreement, the Allottee understand and accept that the Said Club may be managed and operated professionally through a club operation and management agency (Club Manger), to be initially engaged by the Developer, The Club Manager may be replaced by consent of 80% (eighty percent) or more of the Transferees of the Said Complex and the Other Su Casa Projects is clarified that till and until the appointment of the Clubs Manager the Developer or its subsidiary will manage and maintain the day to day operations of the Said Club and the Allottee understand and accept such decision of the Developer and shall always cooperate the Developer and its subsidiary for smooth operation of the Said Club.

6.5 Membership Admission Fee, Security Deposit and Monthly

Subscription: Notwithstanding anything contained in the Said Agreement, the Allottee understand and accept that (1) the Allottee does not have to pay any membership admission fee for membership of the Said Club but future transferees of the Allottee may have to pay towards membership admission fee (2) the Allottee may have to pay a one-time interest free security deposit for use of credit facilities at the Said Club and (3) the Allottee will have to pay a fixed monthly subscription for membership of the Said Club (irrespective of whether the Allottee resides at the Said Flat), which shall be determined at the time of opening of the Said Club, at the sole discretion of the Developer.

6.6 Facility Manager: Notwithstanding anything contained in the Said Agreement, it is clarified that the Developer shall hand over management and upkeep of all Common Portions and the Specified Facilities to a professional facility management organization (**Facility Manager**). In this regard, it is clarified that (1) the Facility Manager shall operate, manage and render day to day services with regard to the Common Portions and the Specified Facilities (2) the Facility Manager shall levy and collect the Maintenance Charge (3) the Allottee shall be bound to pay the Maintenance Charge to the Facility Manager (4) the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Allottee and it shall be deemed that the Facility Manager is rendering the services to the Allottee for commercial considerations (5) subject to the terms and conditions of this Conveyance, the ownership of the Common Portions shall vest in all the residents of the Said Building, represented by the Association and the Facility Manager shall merely be the service provider for rendition of services with regard to the Common Portions and the Specified Facilities and Facility Manager may be replaced by consent of 80% (eighty percent) or more of the Transferees of the Said Complex and the Other Su Casa Projects.

7. INTERPRETATION

7.1 Number: Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa.

7.2 Headings: The headings in this Conveyance are inserted for convenience only and shall be ignored in construing the provisions of this Conveyance.

7.3 Definitions: Words and phrases have been defined in the Conveyance by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have a corresponding meaning.

7.4 Documents: A reference to a document includes an amendment and supplement to, or replacement or novation of that document.

DEVOLUTION and/or BACKGROUND OF TITLE :- the Title of ownership is flows as follows from time to time:-

WHEREAS

A. 1) SRI SAROJ CHAKRABORTY @ SARAJU CHAKRABORTY 2) SRI NABA KUMAR CHAKRABORTY, 3) SMT. SUBHRA NATH (CHAKRABORTY), 4) SMT. RITA @ KUMKUM GOSWAMI (CHAKRABORTY) are the absolute joint owners by way of inheritance of ALL THAT piece and parcel of land measuring more or less 16 Cotthahs lying and situated at Mouza- Jagaddal, Pargana- Magura, J.L. No.71, R.S.232, R.S. Dag No.1013 corresponding to L.R. Dag No.1180 and R.S. Khatian No.1158 corresponding to L.R. Khatian No.361, 472, 714, 1435 and 1533 and more or less 11 decimals of land lying and situated at Mouza- Jagaddal, Pargana- Magura, J.L. No.71, R.S.232, R.S. Dag No.1012 corresponding to L.R. Dag No.1179 and R.S. Khatian No.1158 corresponding to L.R. Khatian No.361, 472, 714, 1435 and 1533 under P.S. Sonarpur and under the jurisdiction of Rajpur Sonarpur Municipality of Ward No.25 within Sub Registration Office at Sonarpur in the Dist- South 24 Parganas and enjoying the same free from all encumbrances by paying rents and taxes to the authority concern regularly without any interruption, claim and demand whatsoever.

B. Thus the said 1) SRI SAROJ CHAKRABORTY @ SARAJU CHAKRABORTY 2) SRI NABA KUMAR CHAKRABORTY, 3) SMT. SUBHRA

NATH (CHAKRABORTY), 4) SMT. RITA @ KUMKUM GOSWAMI (CHAKRABORTY) being the joint owners sold, conveyed and transferred ALL THAT piece and parcel of the land measuring more or less 08 Cotthas out of 16 cottahs lying and situated at Mouza- Jagaddal, Pargana- Magura, J.L. No.71, R.S.232, R.S. Dag No.1013 corresponding to L.R. Dag No.1180 and R.S. Khatian No.1158 corresponding to L.R. Khatian No.361, 472, 714, 1435 and 1533 under P.S. Sonarpur and under the jurisdiction of Rajpur Sonarpur Municipality of Ward No.25 within Sub Registration Office at Sonarpur in the Dist- South 24 Parganas together with other property unto and in favour of **1) SRI. NIKHIL GHOSH and 2) SMT. SOMA GHOSH** by and under a Deed of Sale which was registered on 18th day of December, 2012 before the Office of A.D.S.R. Sonarpur and recorded in its Book No.I, CD Voliume No.35, Page from 2753 to 2766, being No.09865 for the year 2012.

C. Thus the said **1) SRI SAROJ CHAKRABORTY @ SARAJU CHAKRABORTY 2) SRI NABA KUMAR CHAKRABORTY, 3) SMT. SUBHRA NATH (CHAKRABORTY), 4) SMT. RITA @ KUMKUM GOSWAMI (CHAKRABORTY)** being the joint owners sold, conveyed and transferred **ALL THAT** piece and parcel of the land measuring more or less 08 Cotthas out of 16 cottahs lying and situated at Mouza- Jagaddal, Pargana- Magura, J.L. No.71, R.S.232, R.S. Dag No.1013 corresponding to L.R. Dag No.1180 and R.S. Khatian No.1158 corresponding to L.R. Khatian No.361, 472, 714, 1435 and 1533 under P.S. Sonarpur and under the jurisdiction of Rajpur Sonarpur Municipality of Ward No.25 within Sub Registration Office at Sonarpur in the Dist- South 24 Parganas together with other property unto and in favour of **1) SRI. RATAN KUMAR GHOSH and 2) SMT. MOM GHOSH** by and under a Deed of Sale which was registered on 18th day of December, 2012 before the Office of A.D.S.R. Sonarpur and recorded in its Book No.I, CD Voliume No.35, Page from 2790 to 2803, being No.09867 for the year 2012.

D. Thus the said **1) SRI SAROJ CHAKRABORTY @ SARAJU CHAKRABORTY 2) SRI NABA KUMAR CHAKRABORTY, 3) SMT. SUBHRA**

NATH (CHAKRABORTY), 4) SMT. RITA @ KUMKUM GOSWAMI (CHAKRABORTY) being the joint owners sold, conveyed and transferred ALL THAT piece and parcel of the land measuring more or less 03 Cotthas (along with 14 ft. wide common passage) out of 11 decimals lying and situated at Mouza- Jagaddal, Pargana- Magura, J.L. No.71, R.S.232, R.S. Dag No.1012 corresponding to L.R. Dag No.1179 and R.S. Khatian No.1158 corresponding to L.R. Khatian No.361, 472, 714, 1435 and 1533 under P.S. Sonarpur and under the jurisdiction of Rajpur Sonarpur Municipality of Ward No.25 within Sub Registration Office at Sonarpur in the Dist- South 24 Parganas together with other property unto and in favour of **1) SRI. NIKHIL GHOSH, 2) SMT. SOMA GHOSH, 3) SRI. RATAN KUMAR GHOSH and 2) SMT. MOM GHOSH** by and under a Deed of Sale which was registered on 18th day of December, 2012 before the Office of A.D.S.R. Sonarpur and recorded in its Book No.I, CD Volume No.35, Page from 2777 to 2789, being No.09866 for the year 2012.

E. 1) SRI. SANKAR KUMAR HALDER, 2) SRI. JAGANNATH HALDER, 3) SRI. NETAI HALDER, 4) SRI. BALARAM HALDER, 5) SRI. GOUR HALDER, 6) SMT. SHAFALI BANERJEE, 7) SMT. CHAITALI GANGULI, 8) SRI. PANCHU GOPAL MUKHERJEE, 9) SRI. LAXMI KANTA MUKHERJEE, 10) SRI. SASANKA SAKHAR BANERJEE, 11) SRI. RAM KRISHNA BANERJEE, 12) SMT. ATASI BHADRA are the absolute joint owners by way of inheritance of ALL THAT piece and parcel of Danga Land measuring more or less 30 decimals lying and situated at Mouza- Jagaddal, Pargana- Magura, J.L. No.71, R.S.232, R.S. Dag No.1014 corresponding to L.R. Dag No.1181 and L.R. Khatian No.1107 and 1563 under P.S. Sonarpur and under the jurisdiction of Rajpur Sonarpur Municipality of Ward No.25 within Sub Registration Office at Sonarpur in the Dist- South 24 Parganas and enjoying the same free from all encumbrances by paying rents and taxes to the authority concern regularly without any interruption, claim and demand whatsoever.

F. Thus the **said** 1) **SRI. SANKAR KUMAR HALDER**, 2) **SRI. JAGANNATH HALDER**, 3) **SRI. NETAI HALDER**, 4) **SRI. BALARAM HALDER**, 5) **SRI. GOUR HALDER**, 6) **SMT. SHAFALI BANERJEE**, 7) **SMT. CHAITALI GANGULI**, 8) **SRI. PANCHU GOPAL MUKHERJEE**, 9) **SRI. LAXMI KANTA MUKHERJEE**, 10) **SRI. SASANKA SAKHAR BANERJEE**, 11) **SRI. RAM KRISHNA BANERJEE** being the joint owners sold, conveyed and transferred **ALL THAT** piece and parcel of the land measuring more or less 15 decimals out of 30 decimals lying and situated at Mouza- Jagaddal, Pargana- Magura, J.L. No.71, R.S.232, R.S. Dag No.1014 corresponding to L.R. Dag No.1181 and L.R. Khatian No.1107and 1563 under P.S. Sonarpur and under the jurisdiction of Rajpur Sonarpur Municipality of Ward No.25 within Sub Registration Office at Sonarpur in the Dist- South 24 Parganas together with other property unto and in favour of **SRI. NIKHIL GHOSH** by and under a Deed of Sale which was registered on 3rd day of September, 2012 before the Office of A.D.S.R. Sonarpur and recorded in its Book No.I, CD Volume No.30, Page from 3208 to 3225, being No.11430 for the year 2012.

G. Thus the said 1) **SRI. SANKAR KUMAR HALDER**, 2) **SRI. JAGANNATH HALDER**, 3) **SRI. NETAI HALDER**, 4) **SRI. BALARAM HALDER**, 5) **SRI. GOUR HALDER**, 6) **SMT. SHAFALI BANERJEE**, 7) **SMT. CHAITALI GANGULI**, 8) **SRI. PANCHU GOPAL MUKHERJEE**, 9) **SRI. LAXMI KANTA MUKHERJEE**, 10) **SRI. SASANKA SAKHAR BANERJEE**, 11) **SRI. RAM KRISHNA BANERJEE** being the joint owners sold, conveyed and transferred **ALL THAT** piece and parcel of the land measuring more or less 15 decimals out of 30 decimals lying and situated at Mouza- Jagaddal, Pargana- Magura, J.L. No.71, R.S.232, R.S. Dag No.1014 corresponding to L.R. Dag No.1181 and L.R. Khatian No.1107and 1563 under P.S. Sonarpur and under the jurisdiction of Rajpur Sonarpur Municipality of Ward No.25 within Sub Registration Office at Sonarpur in the Dist- South 24 Parganas together with other property unto and in favour of **SRI. NIKHIL GHOSH** by and under a Deed of Sale which was registered on 3rd day of September, 2012 before the Office of

A.D.S.R. Sonarpur and recorded in its Book No.I, CD Volume No.30, Page from 3190 to 3207, being No.11431 for the year 2012.

H. Subsequently it has been find out that the mistake of the Land Owners the name of the said Smt. Atasi Bhadra does not reflect in the column of the vendor/s in the said two indentures dated 3rd September, 2012 being Nos. are 11430 and 11431. The said mistakes are only formal once and occurred due to unfortunate mutual mistake, carelessness, accidental omissions the parties/Land Owners in the said two indentures dated 3rd September, 2012 being Nos. are 11430 and 11431 and after long deliberation and careful consideration have decided and mutually agreed to rectify the said mistakes. There after Smt. Atasi Bhadra being the co-sharer by way of inheritance of ALL THAT piece and parcel of danga land measuring more or less 30 decimals lying and situated at Mouza- Jagaddal, Pargana- Magura, J.L. No.71, R.S.232, R.S. Dag No.1014 corresponding to L.R. Dag No.1181 and L.R. Khatian No.1107and 1563 under P.S. Sonarpur and under the jurisdiction of Rajpur Sonarpur Municipality of Ward No.25 within Sub Registration Office at Sonarpur in the Dist- South 24 Parganas sold, conveyed and transferred her share measuring more or less 5 decimals out of total 30 decimals lying and situated at Mouza- Jagaddal, Pargana- Magura, J.L. No.71, R.S.232, R.S. Dag No.1014 corresponding to L.R. Dag No.1181 and L.R. Khatian No.1107and 1563 under P.S. Sonarpur and under the jurisdiction of Rajpur Sonarpur Municipality of Ward No.25 within Sub Registration Office at Sonarpur in the Dist- South 24 Parganas together with other property unto and in favour of SRI. NIKHIL GHOSH by and under a Deed of Sale which was registered on 25th day of September, 2012 before the Office of A.D.S.R. Sonarpur and recorded in its Book No.I, CD Volume No.31, Page from 5224 to 5234, being No.11975 for the year 2012.

I. SRI. KARTIK MUKHERJEE, 2) SMT. MIRA BANERJEE, 3) SMT. CHABI ROY, 4) SMT. MAYA CHATTERJEE are the absolute joint owners by way of purchase and inheritance of ALL THAT piece and parcel of Danga Land measuring more or less 120 decimals or 72 Cotthas 06 Chittaks 40 sq.ft. lying and situated at Mouza- Jagaddal, Pargana- Magura, J.L. No.71,

R.S.232, 233, Touji No.47, 49, 63, 64 and 68, R.S. Dag No.1015, 1015/1377 and 1116 corresponding to L.R. Dag No.1182, 1326 and 1304 respectively appertaining to R.S. Khatian No.873 and 476 corresponding to L.R. Khatian No.1454 under P.S. Sonarpur and under the jurisdiction of Rajpur Sonarpur Municipality of Ward No.25 within Sub Registration Office at Sonarpur in the Dist- South 24 Parganas and enjoying the same free from all encumbrances by paying rents and taxes to the authority concern regularly without any interruption, claim and demand whatsoever.

J. Thus the said 1) SRI. KARTIK MUKHERJEE, 2) SMT. MIRA BANERJEE, 3) SMT. CHABI ROY, 4) SMT. MAYA CHATTERJEE being the joint owners sold, conveyed and transferred ALL THAT piece and parcel of the land measuring more or less 120 decimals or 72 Cotthas 06 Chittaks 40 sq.ft. lying and situated at Mouza- Jagaddal, Pargana- Magura, J.L. No.71, R.S.232, 233, Touji No.47, 49, 63, 64 and 68, R.S. Dag No.1015, 1015/1377 and 1116 corresponding to L.R. Dag No.1182, 1326 and 1304 respectively appertaining to R.S. Khatian No.873 and 476 corresponding to L.R. Khatian No.1454 under P.S. Sonarpur and under the jurisdiction of Rajpur Sonarpur Municipality of Ward No.25 within Sub Registration Office at Sonarpur in the Dist- South 24 Parganas together with other property unto and in favour of 1) SRI. NIKHIL GHOSH, 2) SMT. SOMA GHOSH, 3) SRI. RATAN KUMAR GHOSH and 2) SMT. MOM GHOSH by and under a Deed of Sale which was registered on 1st day of October, 2012 before the Office of A.D.S.R. Sonarpur and recorded in its Book No.I, CD Volume No.32, Page from 3782 to 3797, being No.12295 for the year 2012.

K. One SMT. SUJATA HALDER the absolute owner by way of purchase of ALL THAT piece and parcel of Danga Land measuring more or less 04 Cotthas lying and situated at Mouza- Jagaddal, Pargana- Magura, J.L. No.71, R.S.232, R.S. Dag No. 1116 corresponding to L.R. Dag No.1304 respectively appertaining to R.S. Khatian No. 476 corresponding to L.R. Khatian No.1863 and 2630 under P.S. Sonarpur and under the jurisdiction of Rajpur Sonarpur Municipality of Ward No.25 within Sub Registration Office at Sonarpur in the Dist- South 24 Parganas and enjoying the same

free from all encumbrances by paying rents and taxes to the authority concern regularly without any interruption, claim and demand whatsoever.

L. Thus the said **SMT. SUJATA HALDER** being the absolute owners sold, conveyed and transferred ALL THAT piece and parcel of the land measuring more or less 02 Cotthas lying and situated at Mouza- Jagaddal, Pargana- Magura, J.L. No.71, R.S.232, R.S. Dag No. 1116 corresponding to L.R. Dag No.1304 respectively appertaining to R.S. Khatian No. 476 corresponding to L.R. Khatian No.1863 and 2630 under P.S. Sonarpur and under the jurisdiction of Rajpur Sonarpur Municipality of Ward No.25 within Sub Registration Office at Sonarpur in the Dist- South 24 Parganas together with other property unto and in favour of 1) SRI. NIKHIL GHOSH, 2) SMT. SOMA GHOSH, 3) SRI. RATAN KUMAR GHOSH and 2) SMT. MOM GHOSH by and under a Deed of Sale which was registered on 18th day of October, 2012 before the Office of A.D.S.R. Sonarpur and recorded in its Book No.I, CD Volume No.34, Page from 3468 to 3482, being No.13086 for the year 2012.

M. Thus the said SMT. SUJATA HALDER being the absolute owners sold, conveyed and transferred ALL THAT piece and parcel of the land measuring more or less 02 Cotthas lying and situated at Mouza- Jagaddal, Pargana- Magura, J.L. No.71, R.S.232, R.S. Dag No. 1116 corresponding to L.R. Dag No.1304 respectively appertaining to R.S. Khatian No. 476 corresponding to L.R. Khatian No.1863 and 2630 under P.S. Sonarpur and under the jurisdiction of Rajpur Sonarpur Municipality of Ward No.25 within Sub Registration Office at Sonarpur in the Dist- South 24 Parganas together with other property unto and in favour of **1) SRI NIKHIL GHOSH, 2) SMT SOMA GHOSH, 3) SRI RATAN KUMAR GHOSH and 2) SMT MOM GHOSH** by and under a Deed of Sale which was registered on 26th day of November, 2012 before the Office of A.D.S.R. Sonarpur and recorded in its Book No.I, CD Volume No.36, Page from 6477 to 6490, being No.13933 for the year 2012.

N. **1) SRI SAROJ CHAKRABORTY @ SARAJU CHAKRABORTY 2) SRI NABA KUMAR CHAKRABORTY, 3) SMT. SUBHRA NATH (**

CHAKRABORTY), 4) SMT. RITA @ KUMKUM GOSWAMI (CHAKRABORTY)

are the absolute joint owners by way of inheritance of ALL THAT piece and parcel of Danga Land measuring more or less 01 Cotthas 04 Chittaks 30 sq.ft. lying and situated at Mouza- Jagaddal, Pargana- Magura, J.L. No.71, R.S.232, R.S. Dag No.1012 and 1136 corresponding to L.R. Dag No.1179 and 1328 respectively appertaining to R.S. Khatian No.1158 corresponding to L.R. Khatian No.361, 472, 714, 1435 and 1533 under P.S. Sonarpur and under the jurisdiction of Rajpur Sonarpur Municipality of Ward No.25 within Sub Registration Office at Sonarpur in the Dist- South 24 Parganas and enjoying the same free from all encumbrances by paying rents and taxes to the authority concern regularly without any interruption, claim and demand whatsoever.

O. Thus the said **1) SRI SAROJ CHAKRABORTY @ SARAJU CHAKRABORTY 2) SRI NABA KUMAR CHAKRABORTY, 3) SMT. SUBHRA NATH (CHAKRABORTY), 4) SMT. RITA @ KUMKUM GOSWAMI (CHAKRABORTY)** being the joint owners sold, conveyed and transferred ALL THAT piece and parcel of the land measuring more or less 01 Cotthas 04 Chittaks 30 sq.ft. lying and situated at Mouza- Jagaddal, Pargana- Magura, J.L. No.71, R.S.232, R.S. Dag No.1012 and 1136 corresponding to L.R. Dag No.1179 and 1328 respectively appertaining to R.S. Khatian No.1158 corresponding to L.R. Khatian No.361, 472, 714, 1435 and 1533 under P.S. Sonarpur and under the jurisdiction of Rajpur Sonarpur Municipality of Ward No.25 within Sub Registration Office at Sonarpur in the Dist- South 24 Parganas together with other property unto and in favour of SRI. NIKHIL GHOSH by and under a Deed of Sale which was registered on 3rd day of January, 2014 before the Office of A.D.S.R. Sonarpur and recorded in its Book No.I, CD Volume No.1, Page from 650 to 665, being No.00092 for the year 2014.

P. By virtue of those purchases through the aforesaid deeds said **1) SRI. NIKHIL GHOSH, 2) SMT. SOMA GHOSH, 3) SRI. RATAN KUMAR GHOSH and 2) SMT. MOM GHOSH** become the absolute joint owners of ALL THAT piece and parcel of Bahutal Abasan, pukur and pukur par land measuring

more or less 117 Cottahs 1 Chittaks 40 sq.ft. lying and situated at Mouza- Jagaddal, Pargana- Magura, J.L. No.71, R.S.232, 233 Touji No.47, 49, 63, 64 and 68, R.S Khatian No. 873, 476, 1158, R.S Dag No. 1116, 1015, 1015/1377, 1014, 1013, 1012(P), L.R Khatian No. 3760, 3473, 3255, 3256, 3257, 3340, 3387, 3391, L.R Dag No. 1304, 1326, 1179, 1182, 1180, 1181, P.S. Sonarpur and under the jurisdiction of Rajpur Sonarpur Municipality of Ward No.25 within Sub Registration Office at Sonarpur in the Dist- South 24 Parganas and enjoying the same free from all encumbrances by paying rents and taxes to the authority concern regularly without any interruption, claim and demand whatsoever.

Q. The said joint owners namely 1) SRI. NIKHIL GHOSH, 2) SMT. SOMA GHOSH, 3) SRI. RATAN KUMAR GHOSH and 2) SMT. MOM GHOSH applied in the B.L. & L.R.O. for mutation their name in the R.O.R. and after the such mutation they are become the absolute joint owners of ALL THAT piece and parcel of abovementioned. i.e. 117 Cottahs 1 Chittaks 40 sq.ft lying and situated at Mouza- Jagaddal, Pargana- Magura, J.L. No.71, R.S.232, 233 Touji No.47, 49, 63, 64 and 68, R.S Khatian No. 873, 476, 1158, R.S Dag No. 1116, 1015, 1015/1377, 1014, 1013, 1012(P), L.R Khatian No. 3760, 3473, 3255, 3256, 3257, 3340, 3387, 3391, L.R Dag No. 1304, 1326, 1179, 1182, 1180, 1181, P.S. Sonarpur and under the jurisdiction of Rajpur Sonarpur Municipality of Ward No.25 within Sub Registration Office at Sonarpur in the Dist- South 24 Parganas and enjoying the same free from all encumbrances by paying rents and taxes to the authority concern regularly without any interruption, claim and demand whatsoever.

R. Thus the said SMT. SOMA GHOSH gifted ALL THAT piece and parcel of danga land measuring more or less 10 decimals split up(5 decimals of land out of 14.5 decimals of R.S. Dag No.1015 corresponding to L.R. Dag No.1182 and 5 decimals of land out of 14.5 decimals of R.S. Dag No.1015/1377 corresponding to L.R. Dag No.1326 under R.S. Khatian No.476 and 873 corresponding to L.R. Khatian No.3257) lying and situated at Mouza- Jagaddal, Pargana- Magura, J.L. No.71, R.S.232, Touji No.47, 49, 63, 64 and 68, P.S. Sonarpur and under the jurisdiction of Rajpur Sonarpur

Municipality of Ward No.25 within Sub Registration Office at Sonarpur in the Dist- South 24 Parganas in favour **of SMT. AMITA GHOSH** by and under a Deed of Gift which was executed on 8th day of May, 2015 before the Office of A.D.S.R. Sonarpur and recorded in its Book No.I, CD Volume No.1608-2015, Page from 4124 to 4138, being No.160802611 for the year 2015.

S. Thus the said SRI. RATAN KUMAR GHSOSH and SRI. NIHKIL GHOSH are jointly gifted ALL THAT piece and parcel of undivided danga land measuring more or less 10 decimals out of 29 decimals of land out of 58 decimals of R.S. Dag No.1015 corresponding to L.R. Dag No.1182 under R.S. Khatian No. 873 corresponding to L.R. Khatian No.3254, 3256 lying and situated at Mouza- Jagaddal, Pargana- Magura, J.L. No.71, R.S.232, Touji No.47, 49, 63, 64 and 68, P.S. Sonarpur and under the jurisdiction of Rajpur Sonarpur Municipality of Ward No.25 within Sub Registration Office at Sonarpur in the Dist- South 24 Parganas in favour of SMT. SHEFALI GHOSH by and under a Deed of Gift which was executed on 8th day of May, 2015 before the Office of A.D.S.R. Sonarpur and recorded in its Book No.I, CD Volume No.1608-2015, Page from 4139 to 4153, being No.160802612 for the year 2015.

T. Thus the said SRI. RATAN KUMAR GHSOSH and SRI. NIHKIL GHOSH are jointly gifted ALL THAT piece and parcel of undivided danga land measuring more or less 10 decimals out of 29 decimals of land out of 58 decimals of R.S. Dag No.1015/1377 corresponding to L.R. Dag No.1326 under R.S. Khatian No. 873 corresponding to L.R. Khatian No.3254, 3256 lying and situated at Mouza- Jagaddal, Pargana- Magura, J.L. No.71, R.S.232, Touji No.47, 49, 63, 64 and 68, P.S. Sonarpur and under the jurisdiction of Rajpur Sonarpur Municipality of Ward No.25 within Sub Registration Office at Sonarpur in the Dist- South 24 Parganas in favour of SMT. SHEFALI GHOSH by and under a Deed of Gift which was executed on 8th day of May, 2015 before the Office of A.D.S.R. Sonarpur and recorded in its Book No.I, CD Volume No.1608-2015, Page from 4154 to 4168, being No.160802614 for the year 2015.

U. Thus the said SRI. NIHKIL GHOSH gifted ALL THAT piece and parcel of undivided land measuring more or less 10 decimals out of 30 decimals of land of R.S. Dag No.1014 corresponding to L.R. Dag No.1181 and L.R. Khatian No.3271 lying and situated at Mouza- Jagaddal, Pargana- Magura, J.L. No.71, R.S.232, Touji No.47, 49, 63, 64 and 68, P.S. Sonarpur and under the jurisdiction of Rajpur Sonarpur Municipality of Ward No.25 within Sub Registration Office at Sonarpur in the Dist- South 24 Parganas in favour of SMT. RATAN KUMAR GHOSH by and under a Deed of Gift which was executed on 8th day of May, 2015 before the Office of A.D.S.R. Sonarpur and recorded in its Book No.I, CD Volume No.1608-2015, Page from 4169 to 4183, being No.160802615 for the year 2015.

V. Thus the said SMT. MOM GHOSH gifted ALL THAT piece and parcel of undivided land measuring more or less total 10 decimals split up (5 decimals of land out of 14.50 decimals of land of R.S. Dag No.1015 corresponding to L.R. Dag No.1182 and rest 5 decimals of land out of 14.5 decimals land in R.S. Dag No.1015/1377, L.R. Dag No.1326 under R.S. Khatian No. 873 corresponding to L.R. Khatian No.3255) lying and situated at Mouza- Jagaddal, Pargana- Magura, J.L. No.71, R.S.232, Touji No.47, 49, 63, 64 and 68, P.S. Sonarpur and under the jurisdiction of Rajpur Sonarpur Municipality of Ward No.25 within Sub Registration Office at Sonarpur in the Dist- South 24 Parganas in favour of SMT. TAPASI MUHKERJEE by and under a Deed of Gift which was executed on 8th day of May, 2015 before the Office of A.D.S.R. Sonarpur and recorded in its Book No.I, CD Volume No.1608-2015, Page from 4374 to 4388, being No.160802616 for the year 2015.

W. Thus the said SRI. NIHKIL GHOSH gifted ALL THAT piece and parcel of undivided danga land measuring more or less total 10 decimals out of which 30 decimals of land of R.S. Dag No.1014 corresponding to L.R. Dag No.1181 under L.R. Khatian No.3271 lying and situated at Mouza- Jagaddal, Pargana- Magura, J.L. No.71, R.S.232, Touji No.47, 49, 63, 64 and 68, P.S. Sonarpur and under the jurisdiction of Rajpur Sonarpur Municipality of

Ward No.25 within Sub Registration Office at Sonarpur in the Dist- South 24 Parganas in favour of SMT. SOMA GHOSH by and under a Deed of Gift which was executed on 8th day of May, 2015 before the Office of A.D.S.R. Sonarpur and recorded in its Book No.I, CD Volume No.1608-2015, Page from 4374 to 4388, being No.160802616 for the year 2015.

X. By virtue of those purchase and gifts through the aforesaid deeds said **1) SRI. RATAN KUMAR GHOSH, (2) SRI. NIKHIL GHOSH, 3) SMT. SOMA GHOSH 4) SMT. AMITA GHOSH, 5) SMT. SHEFALI GHOSH, 6) SMT. MOM GHOSH AND 7) SMT. TAPASHI MUKHERJEE** are the absolute joint owners of **ALL THAT** piece and parcel of Bahutal Abasan, pukur par and pukur land measuring more or less 117 Cottahs 1 Chittaks 40 sq.ft lying and situated at Mouza- Jagaddal, Pargana- Magura, J.L. No.71, R.S.232, 233 Touji No.47, 49, 63, 64 and 68, , R.S Khatian No. 873, 476, 1158, R.S Dag No. 1116, 1015, 1015/1377, 1014, 1013, 1012(P), L.R Khatian No. 3760, 3473, 3255, 3256, 3257, 3340, 3387, 3391, L.R Dag No. 1304, 1326, 1179, 1182,1180, 1181, P.S. Sonarpur and under the jurisdiction of Rajpur Sonarpur Municipality of Ward No.25 within Sub Registration Office at Sonarpur in the Dist- South 24 Parganas and enjoying the same free from all encumbrances by paying rents and taxes to the authority concern regularly without any interruption, claim and demand whatsoever.

Y. The said joint owners namely, 1. NIKHIL GHOSH, 2. SMT. SOMA GHOSH, 3. RATAN KUMAR GHOSH, 4. SMT. MOM GHOSH, 5. SMT. SHEFALI GHOSH, 6. SMT. AMITA GHOSH and 7. SMT. TAPASHI MUKHERJEE muted their land in the B.L and L.R.O office accordingly they have muted their land in Rajpur Sonarpur Municipality.

Z. Now the owners herein seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute owner of **ALL THAT** piece and parcel of said land hereditament and premises containing by estimation an area of **117 COTTAHS 1 CHITTAKS 40 SQ.FT.** split up the lands in following manner lying and situated at Mouza- Jagaddal, Pargana- Magura, J.L. No.71, R.S.232, 233 Touji No.47, 49, 63, 64 and 68, , R.S Khatian No.

873, 476, 1158, R.S Dag No. 1116, 1015, 1015/1377, 1014, 1013, 1012(P), L.R Khatian No. 3760, 3473, 3255, 3256, 3257, 3340, 3387, 3391, L.R Dag No. 1304, 1326, 1179, 1182, 1180, 1181, P.S. Sonarpur and under the jurisdiction of Rajpur Sonarpur Municipality of Ward No.25 within Sub Registration Office at Sonarpur in the Dist- South 24 Parganas more fully and particularly described and mentioned in the **FIRST SCHEDULE** hereunder written and hereinafter for the sake of brevity referred to as the **SAID PREMISES**.

AA. The owners with the intention of beneficial and profitable users of the **SAID PREMISES** has approached the Developers with a proposal of development of the **SAID PREMISES** on Joint Venture Basis for mutual interest and benefit.

BB. The Present Owners have entered into a Registered Development Agreement to develop the Schedule mentioned property on 7th February 2022 with the Certain terms and conditions mentioned therein with the **DEVELOPER** herein containing several terms and conditions mentioned therein and the same was duly registered with the Office of Additional District Sub-Registrar at Sonarpur, South 24 Parganas, and the same has been duly recorded in Book-I, Volume No. 1608-2022, Pages from - 29738 to 29796, being No.01100 for the year 2022, and simultaneously also executed a **GENERAL POWER OF ATTORNEY AFTER REGISTERED DEVELOPMENT AGREEMENT** dated dated 18.02.2022 and the same was duly registered with the Office of Additional District Sub-Registrar- at Sonarpur, South 24 Parganas, and the same has been duly recorded in Book- I, Volume No. 1608-2022, Pages- 44145 to 44179, being No. 1458 for the year 2022.

CC. By virtue of the Development Agreement Dated 18.02.2022 the Developer herein become the owner of **ALL THAT** residential space more fully mentioned in the Second Schedule herein below.

DD. The **PURCHASER** herein now being interested and approached the **DEVELOPER/CONFIRMING PARTY** in acquiring and/or owning **ALL THAT** piece and parcel of Residential Flat and Car Parking Space (more fully mentioned in **SCHEDULE B**) from the **DEVELOPER'S ALLOCATION** directly from the **DEVELOPER/CONFIRMING PARTY** at the total agreed lawful consideration of - after taken inspection of a copy of the original conveyance in respect of the said premises and have also taken inspection of the abstract of Title Deeds relating to the said premises and have made themselves fully conversant with the contents of the said conveyance and abstract of title deed as well as the sanctioned building plan and have full satisfied themselves as to the title of the Owner regarding the said land at the said premises.

EE. Pursuant to and in terms of above the **PARTIES** hereto duly entered into a Registered Agreement for Sale whereby and where under the **SAID PURCHASER** time to time paid an amount of as earnest money to the **DEVELOPER** for purchasing the Residential Flat No. on the , having super built-up area of approximately Sq. Ft., described in on the Second Schedule below, in the residential Block - forming part of the independent and separately sanctioned cluster of buildings (Said Cluster) which is a part of the project named as Su Casa Valley (Said Complex). The Said Cluster is constructed on a plot of Land in Mouza-Jagddal, J.L. No.71, being Municipal Holding No. 47, Kattayani Tala Street, within the local ambit of Ward No. 25, of Rajpur Sonarpur Municipality, Police Station-Sonarpur, within the Jurisdiction of Additional District Sub-Registration Office at Sonarpur, District-South 24 Parganas, West Bengal.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-

In pursuance of the aforementioned written Agreement for Sale the Said **PURCHASER** herein duly paid an amount of Rs. as earnest money to the **DEVELOPER** herein and the **PURCHASER** has this day duly paid the remaining agreed monetary consideration an amount of Rs. and in agreed consideration of Rs..... paid by the

PURCHASER to the **DEVELOPER** herein on or before the execution of this Deed.

TO HAVE AND TO HOLD the “**SAID RESIDENTIAL SPACE & CAR PARKING SPACE** or every part thereof which are more fully and particularly described in the **SECOND SCHEDULE** hereunder written unto and to the use of the **PURCHASER** absolutely and forever, free from all encumbrances whatsoever Excepting and Reserving unto the Original Land Owners and/or occupiers of other space(s) at the said Building the easements, quasi-easements and privileges **AND FURTHER SUBJECT TO** the **PURCHASER** regularly and punctually paying the proportionate amount of the costs of maintenance of the common parts and essential services including those described in the **FOURTH SCHEDULE** hereunder written. It is hereby certificated that the **SECOND SCHEDULE** mentioned property is not charged or mortgaged with any financial Institution or Banks. This property is free from all encumbrances. If any financial liability arises the **SAID ORIGINAL LAND OWNER** and **DEVELOPER/CONFIRMING PARTY** herein shall be liable to indemnify for the same.

PURCHASER’S ACKNOWLEDGEMENTS, WARRANTIES, COVENANTS AND ASSURANCES:-

The **PURCHASER** hereby agrees, undertakes, warrants, representations and covenants with the **ORIGINAL LAND OWNER** as well as **DEVELOPER/CONFIRMING PARTY** as follows:-

a) The **PURCHASER** and all other Occupiers of the aforementioned building standing thereon deriving title under them shall at all times hereafter observe the restrictions and negative covenants set forth in the **FIFTH SCHEDULE** hereunder written and pay all the liabilities set forth in the **FOURTH SCHEDULE** hereunder written. It is made clear that the **SAID RESIDENTIAL SPACE** or every part thereof shall be held by the **PURCHASER** abovenamed, subject to the said various terms, conditions mentioned in the **FOURTH SCHEDULE** hereunder written and the negative

covenants and restrictions mentioned in the **FIFTH SCHEDULE** hereunder written.

b) The **PURCHASER** shall have every right to use vacant space/ Common passage on the ground floor for free ingress and egress through the same to their respective Residential Space/s and the Said Original Land Owner as well as Developer/Confirming Party shall not create any obstruction for such thoroughfare.

c) The **PURCHASER** shall permit the **DEVELOPER/CONFIRMING PARTY** and its surveyors or agents with or without workmen and others at all reasonable hours, to enter into and upon the “**SAID RESIDENTIAL SPACE**” or every part thereof for the purpose of repairing, making, reinstating, rebuilding, cleaning, lighting, laying and keeping in order and good conditions the sewers, drains, pipes, cables, water courses, wires, detectors, structures or other conveniences belonging to or serving or used at the said building.

d) The **PURCHASER** shall keep the “**SAID RESIDENTIAL SPACE**” in good substantial repair and condition so as to support and protect other spaces and parts of the said building as they now enjoy.

e) The **PURCHASER** shall keep all sewers, drains, pipes, passages, stairs, entrances etc. serving the “**SAID RESIDENTIAL SPACE**” in good condition.

f) The **PURCHASER** herein shall regularly and punctually pay the municipal and/or statutory rates, taxes, impositions and outgoings as may hereafter become payable or be imposed on account and in respect of the “**SAID RESIDENTIAL SPACE & CAR PARKING SPACE**” or every part thereof which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written;

g) Save the **SAID RESIDENTIAL SPACE & CAR PARKING SPACE** or every part thereof, which is more fully and particularly described in the

SECOND SCHEDULE, the **PURCHASER** shall have no right nor shall claim any demand whatsoever or howsoever over and in respect of the other space/s constructed area/s or **Parking Space/s** comprised in the **SAID PREMISES** which are more fully and particularly described in the **FIRST SCHEDULE** hereunder written.

h) On immediate registration of these presents the Said **PURCHASER** shall be entitled to mutate their names with the records of Rajpur-Sonarpur Municipality with regards to the **SAID RESIDENTIAL SPACE & CAR PARKING SPACE** or every part thereof, which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written.

i) After obtaining Mutation Certificate the Said **PURCHASER** shall remain bound to pay promptly all Municipal and/or Statutory rates, taxes, levies, outgoings and other impositions with the appropriate authority/authorities as on regular basis in respect of the **SAID RESIDENTIAL SPACE & CAR PARKING SPACE** or every part thereof which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written.

j) The **PURCHASER** shall remain bound to pay all monthly maintenance charges without claiming any abatement that they are not using the same in respect of the all-common parts, portions, areas, facilities, installations and amenities as are available in the **SAID PREMISES** which more fully and particularly described in the **THIRD SCHEDULE** hereunder written attributable to the **SAID RESIDENTIAL SPACE & CAR PARKING SPACE** as on regular basis.

k) The Said **PURCHASER** on immediate signing of these presents, shall be deemed to be the Purchaser of the **SAID RESIDENTIAL SPACE** or every part thereof which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written.

l) The Said **PURCHASER** shall not use the **SAID RESIDENTIAL SPACE & CAR PARKING SPACE** or any part thereof which is more fully and

particularly described in the **SECOND SCHEDULE** hereunder written for any immoral, illegal, unfair trade or business and/or for any other purposes.

m) The **SAID PURCHASER** shall use the **SAID RESIDENTIAL SPACE & CAR PARKING SPACE** or any every part thereof for the exclusively residential purpose only.

n) The **PURCHASER** on immediate signing of these presents shall not raise any claims and/or objections regarding the quality of materials used and/or fitted in the **SAID RESIDENTIAL SPACE & CAR PARKING SPACE** or every part thereof which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written.

o) The **PURCHASER** hereby warrants that they shall be exclusively restrained from selling, transferring and conveying any common parts, portions, areas, rights, facilities, amenities and installations or any part thereof as more fully and particularly described in the **THIRD SCHEDULE** hereunder written in any manner which is strictly not transferable to others.

ORIGINAL LAND OWNER'S and DEVELOPER/CONFIRMING PARTY'S ACKNOWLEDGEMENTS, COVENANTS WARRANTIES AND ASSURANCES:

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The **SAID ORIGINAL LAND OWNER** and **DEVELOPER/CONFIRMING PARTY** hereby agrees, undertakes, warrants, representations and covenants with the **PURCHASER** as follows: -

a. The **SAID ORIGINAL LAND OWNER** as well as **DEVELOPER/CONFIRMING PARTY** hereby conjointly warrants with the **PURCHASER** herein that the **SAID DEVELOPER/CONFIRMING PARTY** is sole and absolute lawful owner of the **SAID RESIDENTIAL SPACE & CAR PARKING SPACE** which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written.

b. The **SAID DEVELOPER/CONFIRMING PARTY** has been received from the **PURCHASER** herein the entire lawful agreed monetary consideration an

amount of Rs. _____ and upon receiving the same the **SAID ORIGINAL LAND OWNER** and **DEVELOPER/CONFIRMING PARTY** both hereby agreed to sell, transfer, convey, assure and assign the **ALL THAT** piece and parcel of 1 (One) self-contained **SAID RESIDENTIAL SPACE** and one **& CAR PARKING SPACE** or every part thereof which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written unto and in favour of the **PURCHASER** herein.

c. The **SAID ORIGINAL LAND OWNER** and **DEVELOPER/CONFIRMING PARTY** doth hereby also represents that the **SAID RESIDENTIAL SPACE & CAR PARKING SPACE** or every part thereof is free from all encumbrances, hindrances, charges, liens, lis-pendens, mortgages or any other impediments whatsoever or howsoever from any corner or in any manner.

d. The **SAID ORIGINAL LAND OWNER** and **DEVELOPER/CONFIRMING PARTY** both hereby covenants with the **PURCHASER** herein that neither the **SAID ORIGINAL LAND OWNER** or **DEVELOPER/CONFIRMING PARTY** has taken any loan from any bank(s), person(s) and any other financial institution(s) and nor they have deposited the original title deed of the same with any Bank(s), Financial Institution(s) or person(s) in respect of the **SAID RESIDENTIAL SPACE & CAR PARKING SPACE** or any part thereof which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written.

e. The **SAID ORIGINAL LAND OWNER** and **DEVELOPER/CONFIRMING PARTY** hereby further represents that no such previous agreement for sale, lease agreement, sub-lease agreement or Deed of Conveyance has been executed unto and in favour of others in respect of the **SAID RESIDENTIAL SPACE & CAR PARKING SPACE** or any part thereof which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written.

f. The **SAID ORIGINAL LAND OWNER** and **DEVELOPER/CONFIRMING PARTY** both on immediate signing of these presents shall handover the peaceful vacant Khas possession of the **SAID RESIDENTIAL SPACE & CAR PARKING SPACE** or every part thereof which is more fully and particularly

described in the **SECOND SCHEDULE** hereunder written hereunto the **SAID PURCHASER**.

g. The **SAID DEVELOPER/CONFIRMING PARTY** hereby does not make any guarantee and/or assurances to the **PURCHASER** herein about the supply of any particular quality and quantity of Water to the aforementioned building standing thereon, whatever water supply is given by Rajpur Sonarpur Municipality shall be supplied to Building (Underground Boring Water).

h. The said **DEVELOPER/CONFIRMING PARTY** hereby warrants that the quality of materials has been used in making and/or decorating the **SAID RESIDENTIAL SPACE** as per the **SPECIFICATIONS** mentioned herein below.

i. The **DEVELOPER/CONFIRMING PARTY** shall provide the Possession Letter and other related documents to the Purchaser after execution of this deed of conveyance.

j. The **SAID ORIGINAL LAND OWNER** as well as **DEVELOPER/CONFIRMING PARTY** both shall provide necessary assistance as and when required to the **PURCHASER** herein for obtaining separate new Electric Meter Connection in their names.

k. The **DEVELOPER/CONFIRMING PARTY** hereby covenants with the **PURCHASER** herein that the Super Built-up area referred above shall mean and include proportionate share of common passage, space, stair-case, landings (machine room, pump room, electric room if any), water tanks, and reservoir, main lobby, on the ground floor, common paths which is allotted for the occupants of the building standing thereon.

THE FIRST SCHEDULE ABOVE REFERRED TO ENTIRE PREMISES

ALL THAT piece and parcel of, Batu, Pukur and Pukur Par Land Measuring more less 114 Cottahs 11 Chittaks 00 Sq. Ft. split up in following manners.

Sl No.	RS. Dag	L.R. Dag	RS. Khatian	L.R. Khatian	Nature of land	Land area
A.	1013	1180	1158	3255,3391, 3787, 3392	Pukur	16
B.	1012	1179	1158	361, 472, 714, 1435, 1533	Pukurpar	4K 1C 10Sq. Ft.
C.	1015	1182	873	1454	Bastu	58 Dec
D.	1015/1377	1326	873	1454	Bastu	58 Dec
E.	1116	1304	476	1863, 2630	Bastu	6 K 4C
F.	1014	1181		1107, 1563		30Dec`
Total 114 Cottah 11 Chittaks						

Laying and situated at Mouza-jagaddal, Pargna-Magura, J.L 71, R.S. 232, 233, Touzi No. 47, 49, 63, 64 and 68, being Municipal Holding No. 47, Kattayani Tala Street, within the local ambit of Ward No. 25, of Rajpur Sonarpur Municipality, Police Station-Sonarpur, within the Jurisdiction of Additional District Sub-Registration Office at Sonarpur, District-South 24 Parganas, West Bengal which is butted and bounded as follows:

ON THE NORTH: By Land of R.S Dag No. 1111, 1116, 1117 and 1119.

ON THE EAST: By Land R.S Dag Nos.1116 (p) and 10M Wide Municipal Road.

ON THE SOUTH: By the Land of R.S Dag No.1134, 1135 ,1136 and 1137,

ON THE WEST: By 7 M Municipal Road

**SECOND SCHEDULED ABOVE REFERRED TO THE SAID FLAT AND
PARKING SPACE
RESIDENTIAL FLAT**

ALL THAT Residential Flat No. _____ on the _____, having super built up area of approximately _____ delineated on Plan annexed hereto and bordered in Colour red thereon, in the residential building named _____ forming part of the independent and separately sanctioned cluster of buildings which is a part of the project named Su Casa Valley. The Said Cluster is constructed on a plot of land in Mouza-Jagddal, J.L. No.71, being Municipal Holding No. 47, Kattayani Tala Street, within the local ambit of Ward No. 25, of Rajpur Sonarpur Municipality, Police Station-Sonarpur, within the Jurisdiction of Additional District Sub-Registration Office at Sonarpur, District-South 24 Parganas, West Bengal.

(PARKING SPACE)

The right to park I (one) medium sized car in the covered space in the ground level in the Said Complex.

(SAID FLAT, CAR PARKING SPACE AND APPURTENANCES)

(SUBJECT MATTER OF SALE)

- A. The Said Flat being residential Flat No. _____ on the _____ Floor, having super built up area of approximately _____ Sq. Ft. (One Thousand One Hundred and Thirty-Nine Square Feet, in the Said Building forming part of the Said Cluster which is a part of the Said Complex named **Su Casa Valley**.
- B. **Together With** the Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Building, comprised within the Said Property described in **First Schedule** above, as is attributable to the Said Flat.
- C. **Together With** the Parking Space, being the right to park 1 (one) medium sized car in the covered space in the ground level in the Said Complex.
- D. **Together With** the Share In Common Portions, being undivided, impartible, proportionate and variable share and/or interest in the Common

Portions described in the Fourth Schedule below, as is attributable to the Said Flat.

E. **Together With** the Share In Said Club, being undivided, impartible, proportionate and variable share and/or interest in the Said Club, as be attributable and appurtenant to the Said Flat subject to the terms and conditions contained in this Conveyance.

F. **Together With** the User Rights in Specified Facilities, being the facilities and amenities which may be provided by the Developer for common benefit and utilization of all or specified portions of the Said Property and the Other Su Casa Projects, subject to the terms and conditions contained in this Conveyance.

**THE THIRD SCHEDULE ABOVE REFERRED TO
(COMMON PARTS AND PORTIONS)**

PART-I

- A. Community Hall situated in the Said Cluster
- B. Lobbies at the ground level of the Said Building.
- C. Lobbies on all floors and staircase/s of the Said Building, Lift machine rooms and lift wells of the Said Building.
- D. Water reservoirs/tanks of the Said Building.
- E. Water supply pipeline in the Said Building (save those inside any Unit).
- F. Drainage and sewage pipeline in the Said Building (save those inside any Unit).
- G. Wiring, fittings and accessories for lighting of lobbies, staircase/s and other common portions of the Said Building (save those inside any Unit).
- H. Electricity meters for common installations & utilities and space for their installation.
- I. Elevators and allied machineries in the Said Building.
- J. Common Roof.
- K. Fire fighting system in the Said Building.
- L. Network of intercom, if any, in the Said Building.
- M. Network of Cable TV/DTH, if any, in the Said Building.

- N. Broadband connection, if any, in the Said Building.
- O. Water pump/s and motor/s.
- P. Installations for receiving and distributing electricity from supply agency.
- Q. Power back up Generator/s for common electrical installation.

THE FORTH SCHEDULE ABOVE REFERRED TO (EASEMENTS OR QUASI-EASEMENTS)

1. The under-mentioned rights easements and quasi easements privileges and appurtenances shall be reserved for the Holding Organization.
2. The right in common with the Purchaser and/or other person or persons entitled to the other part or parts of the Building as aforesaid for the ownership and use of common part or parts of the Building including its installations staircases open spaces in ground floor covered spaces electrical installations and other passages.
3. The right of passage in common with the Purchaser and other person or persons as aforesaid for electricity water and soil from and to any part (other than the said Unit) of the other part or parts of the Block through pipes, drains, wires, conduits lying or being under through or over the Said Unit so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the Building for all purposes whatsoever.
4. The right of protection for other portion or portions of the Block by all parts of the Said Unit as far as they now protect the same or as may otherwise become vested in the Purchaser by means of structural alterations to the Said Unit or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the Block.
5. The right for the Holding Organization and / or occupier or occupiers of other part or parts of the Building for the purpose of ingress and egress to and from such other Part or parts of the Building, the front entrances

staircase, electrical installation open and covered space and other common passages or paths of the Building. The right of the Holding Organization or its authorized agents with or without workmen and necessary materials to enter from time to time upon the Said Unit for the purpose of repairing so far as may be necessary such pipes drains wires and conduit underground/overhead Reservoir, firefighting equipment as aforesaid.

THE FIFTH SCHEDULE ABOVE REFERRED TO (Easements or Quasi-Easements)

1. The Allottee and the other co-owners shall allow each other, the Owners, the Developer and the Association/the Apex Body, the following rights, easements, quasi-easements, privileges and/or appurtenances and in turn, the Allottee shall also be entitled to the same:
2. **Right of Common Passage on Common Portions:** The right of common passage, user and movement in all Common Portions;
3. **Right of Passage of Utilities:** The right of passage of utilities including connection for telephones, televisions, pipes, cables etc. through each and every part of the Said Building/Said Cluster/Said Complex/Said Property including the other Units and the Common Portions;
4. **Right of Support, Shelter and Protection:** Right of support, shelter and protection of each portion of the Said Building/Said Cluster/Said Complex by other and/or others thereof.
5. **Right over Common Portions:** The absolute, unfettered and unencumbered right over the Common Portions subject to the terms and conditions herein contained.
6. **Right of Entry:** The right, with or without workmen and necessary materials, to enter upon the Said Building/Said Cluster, including the Said Flat And Appurtenances or any other Unit for the purpose of repairing any of the Common Portions or any appurtenances to any Unit and/or anything comprised in any Unit, in so far as the same cannot be carried out without such entry and in all such cases, excepting emergency, upon giving 48 (forty eight) hours prior notice in writing to the persons affected thereby.
7. **Access to Common Roof:** Right of access to the Common Roof.

8. **Right over Specified Facilities:** Right of use and enjoyment of the Specified Facilities.

THE SEVENTH SCHEDULE ABOVE REFERRED TO COVENANTS

Note: For the purpose of this **Schedule**, the expression Owners shall include the Association/the Ape Bod, wherever the context permits or requires. The covenants given in this Schedule shall be in addition to the covenants, conformations, assurances and undertakings given by the Allottee elsewhere in this Conveyance.

1. Allottee Aware of and Satisfied with Said Complex and Constructions: The Allottee is fully satisfied and shall not be entitled to and covenant not to raise any requisition, query, clarification or objection regarding the Common Portions, the Specified Facilities, the User Rights and all other ancillary matters and also further waive the right, if any, to do so. The Allottee has examined and are acquainted with the Said Building to the extent already constructed and to be further constructed and have agreed that the Allottee shall neither have nor shall claim any right over any portion of the Said Building/the Said Cluster/the Said Complex/the Said Property save and except the Said Flat And Appurtenances.

2. Allottee to Pay Rates & Taxes: Subject to the provisions of Clause 8.4.1 above, the Allottee shall pay the Rates & Taxes (proportionately for the Said Building and wholly for the Said Flat And Appurtenances, from the Date Of Possession and until the Said Flat And Appurtenances is separately mutated and assessed in favour of the Allottee), on the basis of the bills to be raised by the Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation)/the RBGE, such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admit and accept that the Allottee shall not claim any deduction or abatement in the aforesaid bills.

3. Allottee to pay Monthly Subscription, User Charge for Said Club: The Allottee shall regularly and punctually pay the monthly subscription of the Said Club and user charge for use of facilities at the Said Club, as determined by the Developer/the Club Manager. The Allottee further admits and accept that (1) the Allottee shall not claim any deduction or abatement

in the bills relating to monthly subscription and user charge of the Said Club and (2) the monthly subscription and user charge of the Said Club shall be subject to variation from time to time, at the sole discretion of the Developer/the Club Manager.

4. Allottee to Pay Maintenance Charge: The Allottee shall pay the Maintenance Charge on the basis of the bills to be raised by the Developer/the Facility Manager/the Association (upon formation)/ the Apex Body (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admit and accept that (1) the Allottee shall not claim any deduction or abatement in the bills relating to Maintenance Charge and (2) the Maintenance Charge shall be subject to variation from time to time, at the sole discretion of the Developer/the Facility Manager/the Association (upon formation)/ the Apex Body (upon formation).

5. Allottee to Pay Interest for Delay and/or Default: The Allottee shall pay all bills raised by the Developer/ the Facility Manager/ the Association (upon formation)/the Apex Body (upon formation), within 7 (seven days of presentation thereof, failing which the Allottee shall pay interest @ 2% (two percent) per month or part thereof, compoundable monthly, from the date of default till the date of payment, to the Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), as the case may be. The Allottee also admit and accept that in the event such bills remain outstanding for more than 2 (Two) months, all common services shall be discontinued to the Allottee and the Allottee shall be disallowed from using the Common Portions and the Specified Facilities.

6. No Obstruction by Allottee to Further Constructions: The Developer is entitled to construct further floors on and above the top roof of the Said Building and/or to make other constructions elsewhere in the Said Complex/the Said Property and/or the Other Su Casa Projects and the Allottee shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Allottee due to and arising out of the said constriction/developmental activity. The Allottee also admit and accept that the Developer and/or employees and/or agents and/or

contractors of the Developer shall be entitled to use and utilize the Common Portions and the Specified Facilities for movement of building materials and for other purposes and the Allottee shall not raise any objection in any manner whatsoever with regard thereto.

7. No Rights of or Obstruction by Allottee: All open areas in the Said Cluster/the Said Complex/the Said Property proposed to be used for covered car parking space do not form part of the Common Portions within the meaning of this Conveyance and the Developer shall have absolute right to sell, transfer and/or otherwise deal with and dispose of the same or any part thereof.

8. No Obstruction of Specified Facilities: The Allottee shall not obstruct the Other Su Casa Project Owners and/or their nominee/s in using the Specified Facilities including the right to ingress and egress to/from/through the Said Cluster/the Said Complex/ the Said Property.

9. Variable Nature of Land Share, Share In Common Portions and Share In Said Club: The Allottee fully comprehend and accept that (1) the Land Share, the Share In Common Portions and the Share In Said Club is a notional proportion that the Said Flat bears to the currently proposed area of the Said Building (2) if the area of the Said Building/the Said Club is recomputed by the Developer or if the Developer integrates/adds (notionally or actually) the Other Su Casa Projects to the Said Cluster/the Said Complex/ the Said Property (which the Developer shall have full right to do and which right is hereby unconditionally accepted by the Allottee), then and in such event, the Land Share, the Share In Common Portions and the Share In Said Club shall vary accordingly and proportionately and the Allottee shall not question any variation (including diminution) therein (3) the Allottee shall not demand refund of any amount from the Consideration paid by the Allottee on the ground of or by reason of any variation of the Land Share, the Share In Common Portions and the Share In Said Club and (4) the Land Share, the Share In Common Portions and the Share In Said Club are not divisible and partible and the Allottee shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Developer, in its absolute discretion.

10. Allottee to Participate in Formation of Association: Subject to the **4th Schedule** above, the Allottee admit and accept that the Allottee shall join the Association and shall become a member thereof with voting rights. In this regard, the Allottee shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required by the Developer. Notwithstanding formation of the Association, the Facility Manager shall look after the maintenance of the Common Portions, the Said Building and the Specified Facilities, Each transferee will be entitled to cast a vote irrespective of his/her/its size of Unit. The Allottee further admit and accept that the Allottee shall not object to the Other Su Casa Project Owners joining the Association. Further, the Association shall form a common maintenance body with all similar associations of all the Other Su Casa Projects for supervision of maintenance of the Specified Facilities (**Apex Body**).

11. Obligations of Allottee: The Allottee shall:

A. Co-operate in Management and Maintenance: co-operate in the management and maintenance of the Said Building, the Said Cluster, the Said Complex and the Specified Facilities by the Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).

B. Observing Rules: observe the rules framed from time to time by the Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the beneficial common enjoyment of the Said Building, the Said Cluster, the Said Complex and the Specified Facilities.

C. Paying Electricity Charges: pay for electricity and other utilities consumed in or relating to the Said Flat and Appurtenances, the Common Portions and the Specified Facilities, from the Date of Fit-Out Possession.

D. Meter and Cabling: be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Flat only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Developer or to the Intending Allottee. The main electric meter shall be installed only at the common meter space in the Said Complex. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion

of the Said Building, outside walls of the Said Building, the Said Cluster and the Said Property save in the manner indicated by the Developer/the Facility Manager/the Association (upon formation). The Developer shall endeavor to provide T.V. cable line or DTH connection with cabling but set top boxes shall have to be purchased by the Allottee.

E. Residential Use: use the Said Flat for residential purpose only. Under no circumstances shall the Allottee use or allow the Said Flat to be used for commercial, industrial or other non-residential purposes. The Allottee shall also not use or allow the Said Flat to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.

F. No, Alteration: not alter, modify or in any manner change the (1) elevation and exterior Colour scheme of the Said Flat and the Said Building and (2) design and/or the Colour scheme of the windows, grills and the main door of the Said Flat. In the event the Allottee make any alterations/changes, the Allottee shall compensate the Developer /the Association (upon formation) (as the case may be) as estimated by the Developer / the Association (upon formation) for restoring it to its original state.

G. No Structural Alteration and Prohibited Installations: not alter, modify or in any manner change the structure or any civil construction in the Said Flat and Appurtenances or the Common Portions or the Said Building. The Allottee shall not install any dish-antenna on the balcony and/or windows of the Said Building and/or on any external part of the Said Building and/or the roof thereof. The Allottee shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. Grills may only be installed by the Allottee on the inner side of the doors and windows of the Said Flat. The Allottee shall only install split air-conditioners and at such places, as be specified and prescribed by the Developer, it being clearly understood by the Allottee that no out-door units of split air-conditioners will be installed on the external walls of the Said Building. For split air-conditioners the Allottee shall install the outdoor unit of the same either inside the Allottee' own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge

and at no other place. The Allottee shall also not install any collapsible gate on the main door/entrance of the Said Flat. The Allottee accept that the aforesaid covenants regarding grills, air-conditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Cluster/Said Complex, which is beneficial to all.

H. No Sub-Divisions: not subdivide the Said Mat And Appurtenances and the Common Portions, under any circumstance's.

I. No Changing Name: not change/alter/modify the names of the Said Building and the Said Complex from that mentioned in this Agreement.

J. Trade Mark Restriction: not to use the name/mark Su Casa in any form or manner, in any medium (real or virtual). for any purpose or reason whatsoever save and except for the purpose of address of the Said Flat and if the Allottee do so, the Allottee shall be liable to pay damages to the Developer and shall further be liable for prosecution for use of the mark Su Casa.

K. No Nuisance and Disturbance: not use the Said Flat or the Common Portions or the Specified Facilities or the Parking Space, if any, or permit the same to be used in such manner or commit any net, which may in any manner cause nuisance or annoyance to other occupants of the Said Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.

L. No Storage: not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions and the Specified Facilities.

M. No Obstruction to Developer/Facility Manager/ Association/ Apex Body: not, obstruct the Developer/the Facility Manager/the Association (upon formation)/ the Apex Body (upon formation) in their acts relating to the Common Portions and the Specified Facilities and not obstruct the Developer in constructing on other portions of the Said Building and/or the Said Cluster and/or the Said Complex and selling or granting rights to any person on any part of the Said Building/the Said Cluster/the Said Complex (excepting the Said Flat and the Parking Space, if any).

N. No Obstruction of Common Portions/Specified Facilities: not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat and the Parking Space, if any.

O. No Violating Rules: not violate any of the rules and/or regulations laid down by the Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the use of the Common Portions and the Specified Facilities.

P. No Throwing Refuse: not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions and the Specified Facilities **save** at the places indicated therefor.

Q. No Injurious Activities: not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, the Parking Space, if any, the Common Portions and the Specified Facilities.

R. No Storing Hazardous Articles: not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat and the Parking Space, if any.

S. No Signage not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions and the Specified Facilities or outside walls of the Said Flat/Said Building/Said Complex save at the place or places provided therefor provided that this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the Said Flat.

T. No Floor Damage: not keep any heavy articles or things that are likely to damage the Floors or install and operate any machine or equipment save usual home appliances.

U. No Installing Generators: not install or keep or run any generator in the Said Flat and the Parking Space, if any.

V. No Use of Machinery: not install or operate any machinery or equipment except home appliances.

W. No Misuse of Water: not misuse or permit to be misused the water supply to the Said Flat.

X. No Damage to Common Portions and Specific Facilities: not damage the Common Portions and the Specified Facilities in any manner and if such

damage is caused by the Allottee and/or family members, invitees or servants of the Allottee, the Allottee shall compensate for the same.

Y. No Hanging, Clothes: not hang or cause to be hung clothes from the balconies of the Said Flat.

Z. No Smoking in Public Place: not smoke in public places inside the Said Complex which is strictly prohibited and the Allottee and his/her/its guests are expected not to throw empty cigarette cartons, cigarette butts and matchboxes in the open and dispose them off in the pre-positioned dustbins after ensuring that the fire is fully smothered/extinguished.

AA. No Plucking Flowers: not pluck flowers or stems from the gardens, plants.

BB. No Littering: not throw or allow to be thrown litter on the grass planted within the Said Complex.

CC. No Trespassing's: not trespass or allow to be trespassed over lawns and green plants within the Said Complex.

DD. No Overloading Lifts: not overload the passenger lifts and shall move goods only through the staircase of the Said Building.

EE. No Use of Elevators in Case of Fire: not use the elevators in case of fire.

FF. No Covering of Common Portions, Specified facilities etc.: not cover the Common Portions or the Specified Facilities, fire exits, balconies of the Said Flat.

12. No Objection to Construction: The Allottee has accepted the scheme of the Developer to construct on other portions of the Said Building/ the Said Cluster/the Said Complex/the Said Property/the Other Su Casa Projects/adjacent properties and hence the Allottee has no objection to the continuance of construction in the Said Building/the Said Cluster/the Said Complex/the Said Property/the Other Su Casa Projects/adjacent properties, even after the Date of Possession. The Allottee shall not raise any objection to any inconvenience by the Allottee due to and arising out of the said construction activity.

13. Notification Regarding Letting: If the Allottee let out or sell the Said Flat and Appurtenances, the Allottee shall immediately notify the Facility Manager/the Association (upon formation) /the 'Apex Body (upon formation) of the tenant's/transferee's address and telephone number.

14. No Right in Other Areas: Save and except the User Rights, the Allottee shall not have any right in the other portions of the Said Building/the Said Cluster/the Said Complex/the Said Property and the Allottee shall not raise any dispute or make any claim with regard to the Developer either constructing or not constructing on the said other portions of the Said Property/the Said Complex/ the Other Su Casa Projects.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO
(Common Expenses)**

1. Common Utilities: All charges, costs and deposits for supply, operation and maintenance of common utilities and the Specified Facilities.

2. Electricity: All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Building including the Specified Facilities.

3. Fire Fighting: Costs of operating and maintaining the fire fighting equipment's and personnel, if any.

4. Association: All operational expenses of an association, which may be a syndicate, committee, body corporate, company or association under the West Bengal Apartment Ownership Act, 1972 formed for the purpose of supervision of maintenance of the Said Building/Said Cluster/Said Complex/Said Property (Association).

5. Litigation: All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions and the Specified Facilities.

6. Maintenance: All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-

constructing, lighting and renovating, etc. the Common Portions and the Specified Facilities including the exterior or interior (but not inside any Unit) walls of the Said Building/Said Cluster/ Said Property].

7. Operational: All expenses for running and operating all machinery, equipment's and installations comprised in the Common Portions and the Specified Facilities, including elevators, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions and the Specified Facilities.

8. Staff: The salaries of and all other expenses on the staff to be employed for the Common Portions and the Specified Facilities, viz. manager, caretaker, concierge, clerk, security personnel, liftmen, sweepers, plumbers, electricians, etc. including their perquisites, bonus and other emoluments and benefits.

SPECIFICATIONS OF CONSTRUCTION OF THE SAID RESIDENTIAL PLACE:-

1. STRUCTURE: R.C.C. framed structure will be designed by eminent Engineer and quality ISI marked steel, cement will be used.

2. FLOOR: All floors will be finished by marble including Toilets floor.

3. TOILET: Marble on floors and Glaze Tiles (Johnson made) fittings up to 7'-0" high, 1 No. of Hindware Commode/Pan, 2 Nos. of Tab Esco/Jaguar, 1No of shower and hot water line and gyser line.

4. KITCHEN: Cooking platform top will be finished with green marble slab

(11'- 0") length and stainless steel sink and glazed tiles will be provided total 3'-0" high above cooking platform.

4. DOORS: All doors frames will be made sal wood/hard wood, and main door pilla will be made gammer wood and other door will be flash door with fitting, fixing and finishing.

6. PLASTER OF PARIS: All rooms' inside.

7. PAINTING: Main door finish with polish and other door finish with two coat enamel painting outside weather coat.

8. WINDOWS: Sliding aluminum window with clear Glass Panes and grill.

9. ELECTRICAL: Concealed wiring with proper gauge of copper wire in PVC

conduit to be done in flats including point, modular switch board cover etc. at suitable places in the following manner generally.

NO	PLACE	LIGHT POINT	FAN POINT	5 Amp. PLUG POINT	CALLING BELL	EXTRA POINT	15 Amp
1.	Bed Room I	2	1	1			1
2.	Bed Room II	2	1	1			
3.	Bed Room III	2	1	1			
4.	Dinning/Drawing	3	2	2	1		
5.	Toilet	1					1
6.	Kitchen	1				2	1
7.	Verandah	1					
8.	W.C.	1				1	

7. Passage area pavement with Decorative floor tile.

8. WATER SUPPLY: 24 hours water supply Deep tube well.

9. ELECTRICITY METER: The developer shall provide for the Electrical Meter for common services including stair case/outer lighting at their cost.

MEMO OF CONSIDERATION

<u>Date</u>	<u>Cheque No./NEFT/UPI</u>	<u>Drawn on</u>	<u>Amount</u>
TOTAL:-			

WITNESSES:-

1.

2.

Signature of Developer

IN WITNESS WHEREOF the **PARTIES** herein put their respective signatures on the day, month and year first above written.

Signature of Developer Party as constituted Attorney of Original Land

SIGNED, SEALED & DELIVERED by within named **ORIGINAL LAND OWNER, DEVELOPER** and **PURCHASER** in presence of **WITNESSES** at Kolkata.

Signature of Developer

Signature of PURCHASER

RAJIB GHOSH

Advocate

6, Old Post Office Street, 5th Floor
Kolkata-700001.

Enrolment No. F/2190/2005 of 2019.

**DRAFTED BY ME AS PER INSTRUCTION
AND DOCUMENTS PROVIDED BY CLIENT**

ETHA REALTY PVT. LTD.


Director