

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is executed on this                      day of                      Two  
Thousand and Twenty Three (2023) A.D.

*Aditya Agarwal*

**BETWEEN**

**M/S. EDEN ELEMENTS LLP**, Holding PAN : **AAFFE4297G**, a Limited Liability Partnership, incorporated under the provisions of the "Limited Liability Partnership Act, 2008", having its Registered Office at 17/1, Lansdowne Terrace, P. S – Lake, Kolkata – 700026 and represented by its authorised signatory **MR. ADITYA AGARWAL**, son of Mr. Sunil Agarwal, holder of **PAN: AFEP7678D**, by faith – Hindu, by Occupation – Business, by Nationality – Indian, presently residing at 16/1, Palm Avenue , P. O. - Ballygunge, P. S. -Karaya, Kolkata 700 019, hereinafter, referred to as the '**PROMOTER/DEVELOPER**' (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the **FIRST PART**;

AND

- 1) **M/S. AGNI DEALCOM PRIVATE LIMITED**, holding PAN: **AAGCA7797K**, 2) **M/S. COMMITMENT VINCOM PRIVATE LIMITED**, holding PAN: **AADCC8134B**, 3) **M/S. CONNECT DEALCOM PRIVATE LIMITED**, holding PAN : **AADCC8133G**, 4) **M/S. DECAGON DEALERS PRIVATE LIMITED**, holding PAN : **AADCD2948L**, 5) **M/S. EKDANTA MERCHANDISE PRIVATE LIMITED**, holding PAN : **AACCE2807N**, 6) **M/S. FLAME SALES PRIVATE LIMITED**, holding PAN : **AABCF4387M**, 7) **M/S. FOCUS DEALERS PRIVATE LIMITED**, holding PAN : **AABCF4386L**, 8) **M/S. GLADIOLUS MERCHANTS PRIVATE LIMITED**, holding PAN : **AADCG6186B**, 9) **M/S. HORNBILL TRADECOM PRIVATE LIMITED**, holding PAN : **AACCH3060L**, 10) **M/S. ICONIC SUPPLIERS PRIVATE LIMITED**, holding PAN : **AACCL1876K**, 11) **M/S. INNOVATIVE COMMOALES PRIVATE LIMITED**, holding PAN : **AACCI2005G**, 12) **M/S. JACKPOT TRADELINK PRIVATE LIMITED**, holding PAN : **AACCJ2606E**, 13) **M/S. JALAPENO SALES PRIVATE LIMITED**, holding PAN : **AACCJ2605H**, 14) **M/S. JUNIPER COMMOTRADE PRIVATE LIMITED**, holding PAN : **AACCJ2607F**, 15) **M/S. KAMAKSHYA VINIMAY PRIVATE LIMITED**, holding PAN : **AADCK8105E**, 16) **M/S. KSHITIZ VINCOM PRIVATE LIMITED**, holding PAN : **AADCK8106H**, 17) **M/S. LEAGUE DISTRIBUTORS PRIVATE LIMITED**, holding PAN : **AABCL6954G**, 18) **M/S. LIMELIGHT MERCHANDISE PRIVATE LIMITED**, holding PAN : **AABCL6953B**, 19) **M/S. OMNI COMMODEAL PRIVATE LIMITED**, holding PAN : **AABCO2276L**, 20) **M/S. PASSION DEALERS PRIVATE LIMITED**, holding PAN : **AAFPC2662K**, 21) **M/S. PENTAGON SUPPLIERS PRIVATE LIMITED**, holding PAN : **AAFPC2661L**, 22) **M/S. QUEENBEE SALES PRIVATE LIMITED**, holding PAN : **AAACQ2080P**, 23) **M/S. QUICK COMMOALES PRIVATE LIMITED**, Holding PAN : **AAACQ2081N**, 24) **M/S. SUCCESS COMMOALES PRIVATE**



LIMITED, holding PAN : AANCS6504P, 25) M/S. TWIN STAR DEALCOM PRIVATE LIMITED, holding PAN : AADCT3203G, 26) M/S. WINSOME COMMODEAL PRIVATE LIMITED, holding PAN : AAACW9127B, 27) M/S. YOUTH VINCOM PRIVATE LIMITED, holding PAN : AAACY4009Q, 28) M/S. ZEAL DEALCOM PRIVATE LIMITED, holding PAN : AAACZ3951G, 29) M/S. AFTERLINK EXIM PRIVATE LIMITED, holding PAN : AALCA0741L, 30) M/S. AMBERDWAJ ESTATES PRIVATE LIMITED, holding PAN : AALCA4287D, 31) M/S. CAPRICON PROPERTIES PRIVATE LIMITED, holding PAN : AAFCC2533E, 32) M/S. DHANGANGA COMMOSALES PRIVATE LIMITED, holding PAN : AAECD6499D, 33) M/S. EVOLUTION TOWERS PRIVATE LIMITED, holding PAN : AADCE4251F, 34) M/S. FRESSIA SALES PRIVATE LIMITED, holding PAN : AACCF2232Q, 35) M/S. FUNIDEA CONCLAVE PRIVATE LIMITED, holding PAN : AACCF1890N, 36) M/S. GINGER COMPLEX PRIVATE LIMITED, holding PAN : AAECG9300J, 37) M/S. GREENTAKE PROJECTS PRIVATE LIMITED, Holding PAN : AAFCG0747G, 38) M/S. INTENT PLAZZA PRIVATE LIMITED, holding PAN : AADCI2848E, 39) M/S. JAGSAKTI DEAL TRADE PRIVATE LIMITED, holding PAN : AADCJ0964A, 40) M/S. JALNAYAN RETAILS PRIVATE LIMITED, holding PAN : AADCJ0963H, 41) M/S. JIGISHA INFRASTRUCTURE PRIVATE LIMITED, holding PAN : AADCJ0501F, 42) M/S. MOONVIEW PLAZZA PRIVATE LIMITED, holding PAN : AAICM2206P, 43) M/S. PREMKUNJ NIKETAN PRIVATE LIMITED, holding PAN : AAGCP8440A, 44) M/S. PANCHMURTI INFRASTRUCTURE PRIVATE LIMITED, holding PAN : AAGCP8439H, 45) M/S. OVERTOP INFRAHOMES PRIVATE LIMITED, holding PAN : AABCO7370D, 46) M/S. OVERGROW COMPLEX PRIVATE LIMITED, holding PAN : AABCO7304D, 47) M/S. OVAL BUILDCON PRIVATE LIMITED, holding PAN : AABCO7371C, 48) M/S. NEMINATH NIRMAN PRIVATE LIMITED, holding PAN : AAECN1464E, 49) M/S. MEGAPIX PROMOTERS PRIVATE LIMITED, holding PAN : AAICM2207N, 50) M/S. MEANTIME HOMES PRIVATE LIMITED, holding PAN : AAICM1899E, 51) M/S. MAKELIFE DEVELOPERS PRIVATE LIMITED, holding PAN : AAICM2204R, 52) M/S. MUSKAN PLAZZA PRIVATE LIMITED, holding PAN : AAICM4797P, 53) M/S. SUHANA SUPPLIERS PRIVATE LIMITED, holding PAN : AALCS7216A, 54) M/S. BLAIZE ENCLAVE PRIVATE LIMITED, holding PAN : AACCB7603D, 55) M/S. BARON PROMOTERS PRIVATE LIMITED, holding PAN : AACCB7602C, 56) M/S. ARISTO VINIMAY PRIVATE LIMITED, holding PAN : AAGCA8080M, 57) M/S. FANTASTIC VINIMAY PRIVATE LIMITED, holding PAN : AABCF1830D, 58) M/S. SARDA VYAPAR PRIVATE LIMITED, holding PAN : AALCS6016L, 59) M/S. MOONLINK RESIDENCY PRIVATE LIMITED, holding PAN : AAICM2205Q, 60) M/S. BAJRANG MANSION PRIVATE LIMITED, holding PAN : AADCB4549B, 61) M/S. BRIJBHUMI CONSTRUCTION PRIVATE LIMITED, holding PAN : AACCB7609K, 62) M/S. KASTURI





MERCANTILE PRIVATE LIMITED, holding PAN : AABCK9026G, 63) M/S. SWAGATAM DISTRIBUTER PRIVATE LIMITED, holding PAN : AAICS0021L, 64) M/S. BAGBAN ABASAN PRIVATE LIMITED, holding PAN : AACCB7606G 65) M/S. BISCON NIKETAN PRIVATE LIMITED, holding PAN : AACCB7604E, 66) M/S. EXTRUSIONS REAL ESTATE PRIVATE LIMITED, holding PAN : AAACE5448D, 67) M/S. TRIMURTI DEALER PRIVATE LIMITED, holding PAN : AABCT1372J , 68) M/S. K.B.S. HOUSING PRIVATE LIMITED, holding PAN : AADCK0495R, 69) M/S. LIBRA INFRADEVELOPERS PRIVATE LIMITED, holding PAN : AACCL4810A, 70) M/S. ALCORE PROPERTIES PRIVATE LIMITED, holding PAN : AALCA0242Q, 71) M/S. ESAGILLA DEVELOPERS PVT. LTD. holding PAN : AADCE1887F, 72) M/S. JAGMATA ENCLAVE PRIVATE LIMITED, holding PAN : AACJ9449H, 73) M/S. KALYANKARI NIKETAN PRIVATE LIMITED, holding PAN : AAFCK1639P, 74) M/S. KAMALPUSHP NIRMAN PRIVATE LIMITED, holding PAN : AAFCK1640L, 75) M/S. KAMALRAJ APARTMENTS PRIVATE LIMITED, holding PAN : AAFCK0906R, 76) M/S. LEDA PROJECTS PRIVATE LIMITED, holding PAN : AACCL3589J, 77) M/S. ALLMOST CONCLAVE PRIVATE LIMITED, holding PAN : AALCA0241P, 78) M/S. BHAVSAKTI VANIJYA PRIVATE LIMITED, holding PAN : AAFCB2481A, 79) M/S. COOLHUT REAL ESTATES PRIVATE LIMITED, holding PAN : AAFC1756R, 80) M/S. DHANRASHI IMPEX PRIVATE LIMITED, holding PAN : AAECD5490Q, 81) M/S. DREAMLIGHT TOWERS PRIVATE LIMITED, holding PAN : AAECD4044Q, 82) M/S. EVERRISE VYAPAAR PRIVATE LIMITED, holding PAN : AADCE3722B, 83) M/S. JAGATDHAN SUPPLIERS PRIVATE LIMITED, holding PAN : AACJ9590K, 84) M/S. BHUJADHARI DEALERS PRIVATE LIMITED, holding PAN : AAFCB2482D, 85) M/S. GRITTY REALTY PRIVATE LIMITED, holding PAN : AAFCG0746H, 86) M/S. HIGHRANK COMPLEX PRIVATE LIMITED, holding PAN : AADCH1726Q, 87) M/S. JORDAR HOUSING PRIVATE LIMITED, holding PAN : AADCJ0947H, 88) M/S. EVERLINK ENCLAVE PRIVATE LIMITED, holding PAN : AADCE2222N, 89) M/S. EVERSTRONG DEVELOPERS PRIVATE LIMITED, holding PAN : AADCE3136F, 90) M/S. SHIVMANI PROPERTIES PRIVATE LIMITED, holding PAN : AASCS3281N, all Private Limited Companies, incorporated under the Provisions of Companies Act , 1956 as extended by Companies Act' 2013, having their respective offices at 17/1, Lansdowne Terrace, P.O.- Kalighat, P. S. : formerly Lake and now Rabindra Sarobar, Kolkata – 700 026 and represented by their respective Authorised Signatory, MR. ADITYA AGARWAL, son of Mr. Sunil Agarwal, holder of PAN: AFEP7678D, by faith – Hindu, by Occupation – Business, by Nationality – Indian, presently residing at 16/1, Palm Avenue , P. O. - Ballygunge, P. S. -Karaya, Kolkata 700 019, hereinafter, called and referred to as the “CO-OWNER/ VENDOR” (which expression shall, unless repugnant to the





context or meaning thereof, be deemed to include its successors and permitted assigns) of the **SECOND PART**.

**AND**

(1) **MR.** -----, son of Mr. -----, aged about ----- years, holding **PAN** : -----, Aadhaar No. -----, by Occupation - -----, by Nationality – Indian, by Faith - ----- **AND (2) MRS.** -----, wife of Mr. -----, aged about ----- years, holding **PAN** : -----, Aadhaar No. -----, by Occupation - -----, by Nationality – Indian, by Faith - -----, both presently residing at -----, P. S. : -----, hereinafter, jointly, called and referred to as the '**PURCHASER**' (which term and expression shall unless excluded by or repugnant to the context to be deemed to include their heirs, executors, administrators, representatives and assign etc.) of the **THIRD PART**".

**PART- 1 (DEFINITIONS)**

1) Unless, in these presents, there is something contrary or repugnant to the subject or context:

i) "**Said Premises**" shall mean the land comprised in and situated at and being the Premises now known as shall mean ALL THAT the Premises, Namely, "**EDEN ROOPKATHA**", Situate and lying at Mouza – Hariharpur, Pargana – Medanmalla, under R. S. & L. R. Dag Nos. 366, 393(P), 394 & 396 Kolkata – 700 145, P.S. Baruipur, District 24 Parganas South, West Bengal under Hariharpur Gram Panchayet, containing an area of more or less **110 Kattah 02 Chattak 34 Square Feet.**, more or less, morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and wherever the context so permits or intends shall include the New Building thereon.

ii) "**New Building**" shall mean the new building being constructed and completed at the premises by the Vendor.

iii) "**Co-Owners**" according to the context shall mean all the buyers/ owners who from time to time have purchased or agreed to purchase and taken possession of any Unit including the Vendor for those units, spaces, rooms, parking areas etc. not alienated or agreed to be alienated by the Vendor.

iv) "**Common Areas and Installations**" shall mean and include the areas of installations and facilities comprised in the said Premises as mentioned and specified in the **THIRD SCHEDULE** hereunder written and expressed or intended by the Vendor for common use and enjoyment of the Co-owners **But** shall not include any open terrace on any floor of the New Building attached to any flat/unit and also shall

not include the parking spaces at or within the premises which the vendor may use or permit to be used for parking of motor cars and other vehicles and the vendor shall have the absolute right to deal with the same, to which the purchaser hereby consents.

v) "**Common Expenses**" shall mean and include all expenses for the maintenance, management, upkeep and administration of the building complex and in particular the common areas and installation and rendition of common services in common to the co-owners and all other expenses for the common purposes including those mentioned in the **FOURTH SCHEDULE** hereunder written to be contributed, borne, paid and shared by the co-owners.

vi) "**Common Purposes**" shall mean and include the purposes of managing, maintaining, up-keeping and administering the said building complex and in particular the common areas and installations, rendering services in common to the co-owners, collection and disbursement of the common expenses and dealing with the matters of common interest of the co owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the common areas and installations in common.

vii) "**Units**" shall mean the independent and self-contained flats and other constructed areas/saleable spaces in the new building at the said premises capable of being exclusively held or occupied by a person.

viii) "**Parking Spaces**" shall mean spaces in or portions of the ground floor of the new building and also spaces in the open compound at the ground level of the premises for parking of motor cars, two wheelers and other vehicles permitted by the vendor.

ix) "**Super -Built-Up Area**" according to the context shall in relation to the said Unit or any other unit in the new building mean and include

- a) the covered/plinth/built-up area of such unit and include the thickness of the external and internal walls thereof and columns therein **PROVIDED THAT** if any wall or column be common between two units, then one half of the area under such wall or column shall be included in the area of each such unit and if any open terrace is attached to any unit and transferred by the vendor with such unit then the area of such open terrace.
- b) Proportionate share of the area of the common areas and installations.
- c) Overhead water tank
- d) Underground water reservoir
- e) Septic tank
- f) Lift machine room



- g) Plumbing ducts
- h) Boundary wall

x) **“Proportionate” or “Proportionately” or “Proportionate Share”** according to the context shall mean the proportion in which the super built up area of any unit may bear to the super built up area of all units in the new building **PROVIDED THAT** where it refers to the share of the purchasers or any co owner in any rates and/or Sales Tax, VAT, Service Tax amongst the common expenses then such share of the whole shall be determined on the basis of such rates and/ or Sales Tax, VAT, Service Tax are being respectively levied.

xi) **“Said Unit”** shall mean the Unit being a Flat on a portion of the New Building morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** the open terrace, if any, attached thereto and if so specifically mentioned in the **SECOND SCHEDULE** hereunder written **AND TOGETHER WITH** proportionate, undivided, indivisible, impartible and variable share in the Common Areas and Installations and wherever the context so includes or permits shall include the right of parking one motor car if purchased at the Parking Space at the said premises as mentioned and described in the within stated **SECOND SCHEDULE** and wherever the context so intends or permits shall also include the said share in the said premises.

xii) **“Said share in the said premises”** shall mean proportionate, undivided, indivisible, impartible, variable share in the land comprised in the said premises attributable to the said Flat comprised in the said Unit.

xiii) **“Building Permit”** shall mean the plan for construction of the New Building sanctioned by South 24 Parganas Zila Parishad bearing **Building Plan no. 876/1006/KMDA dated 01.09.2023** and shall include modifications thereof and/or alterations thereto as may be made by the Vendor with the approval of the Architects and/or the Hariharpur Gram Panchayat, Zila Parishad South 24 Parganas.

xiv) Words importing **‘Singular Number’** shall include the **‘Plural Number’** and vice versa. Words importing **‘Masculine Gender’** shall include the **‘Feminine Gender’** and **‘Neuter Gender’** as the case maybe; similarly words importing **‘Feminine Gender’** shall include **‘Masculine Gender’** and **‘Neuter Gender’** as the case may be; Likewise **‘Neuter Gender’** shall include **‘Masculine Gender’** and **‘Feminine Gender’** as the case may be.

xv) **“HOLDING ORGANISATION”** shall mean the Association or the Holding Organization of all flat holders of the Building. The flat owners of all the flats of the building including the said purchaser as the Owner of the said flat hereby to be sold shall form and will join and be members of the said organization.



The said Holding Organization/Association shall be formed by the said vendor/ developer herein upon sale and transfer of all the flats in all the buildings and on payment of all amounts due and payable by the flat purchasers in the respective buildings payable towards the price of the said flat and also other deposits and security in terms of this Agreement and also upon all flat purchasers in the building having taken possession of the respective flats and/or will be deemed to have taken possession of the said flats and the said Holding Organization/Association shall take over management and maintenance and administration and repairs of the common portions of the respective buildings and also of the common portions in the complex **AND** the Holding Organization/Association shall remain in control management maintenance and administration thereof. The purchaser shall pay proportionately to the said Association the proportionate share of the costs and expenses for the management, maintenance and administration, repairing and up-keeping of the common portion and other expenses necessary in respect of the said Building .

## PART-II: RECITALS

### PART-I

#### (LAND UNDER R.S. & L. R. DAG NO. - 366)

**WHEREAS** one NARAYAN DAS GAYEN, son of Late Troilokya Nath Gayen became absolute owner in respect of ALL THAT piece and parcel of entire land measuring 119 Decimal i.e. 71 Kattah 15 Chittak 41 Sqft by virtue of "Deed of Conveyance" comprising in C.S. Dag No.366 under C.S. Khatian No.115, corresponding to R.S. Dag No.366 under R.S. Khatian No.959, J.L. No.11, within Mouza-Hariharpur, Pargana-Medanmalla, Police Station-Baruipur, District-24-Parganas (South), under Hariharpur Gram Panchayet which was registered in the office of A.D.S.R. Baruipur on 22/06/1946 and duly recorded in Book No.-I, Volume No.-38, Pages from 98 to 103, Deed No.-3411 and for the year 1946.

**AND WHEREAS** while NARAYAN DAS GAYEN, son of Late Troilokya Nath Gayen had been enjoying right, title, interest and possession in respect of ALL THAT piece and parcel of entire land measuring 119 Decimal i.e. 71 Kattah 15 Chittak 41 Sqft comprising in C.S. Dag No.366 under C.S. Khatian No.115, corresponding to R.S. Dag No.366 under R.S. Khatian No.959, J.L. No.11, within Mouza-Hariharpur, Pargana-Medanmalla, Police Station-Baruipur, District-24-Parganas (South), under Hariharpur Gram Panchayet, recorded his name in R.O.R. of Revisional Settlement under R.S. Khatian No.-959 and he had been paying khazanas regularly.





**AND FURTHER WHEREAS** while NARAYAN DAS GAYEN, son of Late Troilokya Nath Gayen had been enjoying right, title, interest and possession in respect of ALL THAT piece and parcel of entire land measuring 119 Decimal i.e. 71 Kattah 15 Chittak 41 Sqft comprising in C.S. Dag No.366 under C.S. Khatian No.115, corresponding to R.S. Dag No.366 under R.S. Khatian No.959, J.L. No.11, within Mouza-Hariharpur, Pargana-Medanmalla, Police Station-Baruipur, District-24-Parganas (South), under Hariharpur Gram Panchayet, died on 16/09/1995 and leaving intestate behind his wife namely SMT. SUDHA GAYEN, two sons namely DILIP GAYEN, TAPAS GAYEN, and three daughters namely RITA GAYEN, SMT. MITA BASU, and SMT. DEBI DAS GAYEN, as his only legal heirs and successors.

**AND WHEREAS** thus SMT. SUDHA GAYEN, DILIP GAYEN, TAPAS GAYEN, RITA GAYEN, SMT. MITA BASU, and SMT. DEBI DAS GAYEN, became joint owners in respect of ALL THAT piece and parcel of entire land measuring 119 Decimal i.e. 71 Kattah 15 Chittak 41 Sqft comprising in R.S. Dag No.366 under R.S. Khatian No.959, J.L. No.11, within Mouza-Hariharpur, Pargana-Medanmalla, Police Station-Baruipur, District-24-Parganas (South), under Hariharpur Gram Panchayet.

**AND FURTHER WHEREAS** while SMT. SUDHA GAYEN, DILIP GAYEN, TAPAS GAYEN, RITA GAYEN, SMT. MITA BASU, and SMT. DEBI DAS GAYEN, had been jointly enjoying right, title, interest and possession in respect of ALL THAT piece and parcel of entire land measuring 119 Decimal i.e. 71 Kattah 15 Chittak 41 Sqft comprising in R.S. Dag No.366 under R.S. Khatian No.959, J.L. No.11, within Mouza-Hariharpur, Pargana-Medanmalla, Police Station-Baruipur, District-24-Parganas (South), allotted a demarcated land measuring 01 Kattah 06 Chittak 10 Sqft marked for common passage with owner of the adjoining plot no.-370, Smt. Durga Banerjee by virtue of 'Deed of Declaration' which was registered in the office of A.D.S.R. Baruipur on 03/10/1996 and duly recorded in Book No.-I, Volume No.-55, Pages from 161 to 166, Deed No.-4428 and for the year 1996.

**AND FURTHER WHEREAS** thus SMT. SUDHA GAYEN, DILIP GAYEN, TAPAS GAYEN, RITA GAYEN, SMT. MITA BASU and SMT. DEBI DAS GAYEN, became joint owners in respect of ALL THAT piece and parcel of entire land measuring 70 Kattah 09 Chittak 31 Sqft comprising in R.S. Dag No.366 under R.S. Khatian No.959, J.L. No.11, within Mouza-Hariharpur, Pargana-Medanmalla, Police Station-Baruipur, District-24-Parganas (South).

**AND FURTHER WHEREAS**, said SMT. SUDHA GAYEN, DILIP GAYEN, TAPAS GAYEN, RITA GAYEN, SMT. MITA BASU and SMT. DEBI DAS GAYEN, while jointly enjoying the right, title, interest and possession in respect of land measuring more or less 70 Kattah 09 Chittak 31 Sqft comprising in R.S. Dag No.366 under R.S. Khatian No.959, J.L. No.11, within Mouza-Hariharpur, Pargana-Medanmalla, Police Station-Baruipur, District-24-Parganas (South), sold transferred and conveyed to aforesaid 90 Private Limited Companies, and the said Deed was registered in the office of A.R.A.-I, Kolkata on 28/06/2018 and duly recorded in Book No. I, CD Volume No. 1901, pages from 209946 to 2110070 bearing Deed No. 5033 of 2018.

**AND FURTHER WHEREAS** while the aforesaid present owners herein i.e. 90 Private Limited Companies had been jointly enjoying right, title, interest and possession in respect of land measuring more or less 70 Kattah 09 Chittak 31 Sqft comprising in R.S. Dag No.366 under R.S. Khatian No.959, J.L. No.11, within Mouza-Hariharpur, Pargana-Medanmalla, Police Station-Baruipur, District-24-Parganas (South), mutated their names before B.L.&L.R.O. authority vide L.R. Khatian No.-4831, 4832, 4833, 4834, 4835, 4836, 4838, 4839, 4841, 4869, 4871, 4872, 4873, 4874, 4875, 4881, 4886, 4888, 4889, 4890, 4891, 4892, 4893, 4894, 4895, 4896, 4897, 4898, 4899, 4900, 4902, 4904, 4905, 4915, 4916, 4917, 4920, 4923, 4939, 5986, 5987, 5988, 5989, 5990, 5991, 5992, 5993, 5994, 5995, 5996, 5997, 5998, 5999, 6000, 6001, 6002, 6003, 6004, 6005, 6019, 6020, 6021, 6022, 6023, 6024, 6025, 6026, 6027, 6028, 6029, 6030, 6031, 6032, 6033, 6034, 6035, 6036, 6037, 6038, 6039, 6040, 6041, 6042, 6043, 6044, 6066, 6068, 6069, 6070 and 6071 and they had been paying their khazanas regularly.

**PART-II**

**(LAND UNDER R. S. & L. R. DAG NO. -393)**

**WHEREAS** one GOPENDRA KUMAR GHOSAL, son of Late Nibaran Chandra Ghosal was the absolute owner in respect of ALL THAT piece and parcel of total land measuring 40 Decimal i.e. 24Kattah 03Chittak 09Sqft comprising in R.S. Dag No.393 under R.S. Khatian No.1260, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas(South) by virtue of "Deed of Partition" which was registered in the office of S.R. Baruipur on 13/08/1949 and duly recorded in Book No.-I, Volume No.-44, Pages in written-188 to 202, Deed No.-3984 and for the year 1949.





**AND WHEREAS** while GOPENDRA KUMAR GHOSAL, son of Late Nibaran Chandra Ghosal had been enjoying right, title, interest and possession in respect of land measuring more or less 40 Decimal i.e. 24Kattah 03Chittak 09Sqft comprising in R.S. Dag No.393 under R.S. Khatian No.1260, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas(South), sold, conveyed and transferred the same i.e. 40 Decimal i.e. 24Kattah 03Chittak 09Sqft to 1)ASHOK MONDAL @ SARKAR, 2)ASIT KUMAR SARKAR, 3)SAJAL KUMAR SARKAR, 4)SUJAN SARKAR, all are sons of Late Narayan Chandra Sarkar by virtue of 'Deed of Conveyance' which was registered in the office of S.R. Baruipur on 10/02/1978 and duly recorded in Book No.-I, Volume No.-15, Pages in written 135 to 137, Deed Number-635 and for the year 1978.

**AND WHEREAS** while 1) ASHOK MONDAL @ SARKAR, 2)ASIT KUMAR SARKAR, 3)SAJAL KUMAR SARKAR, 4)SUJAN SARKAR, all are sons of Late Narayan Chandra Sarkar had been jointly enjoying right, title, interest and possession in respect of land measuring more or less 40 Decimal i.e. 24Kattah 03Chittak 09Sqft comprising in R.S. Dag No.393 under R.S. Khatian No.1260, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South), sold, conveyed and transferred the same i.e. 40 Decimal i.e. 24Kattah 03Chittak 09Sqft to one KAMAL MONDAL, son of Late Narayan Chandra Mondal, by virtue of 'Deed of Conveyance' which was registered in the office of A.D.S.R. Baruipur on 29/06/1987 and duly recorded in Book No.-I, Volume No.-70, Pages in written 179 to 184, Deed Number-4918 and for the year 1987.

**AND WHEREAS** while said KAMAL MONDAL, son of Late Narayan Chandra Mondal, had been enjoying right, title, interest and possession in respect of land measuring more or less 40 Decimal i.e. 24Kattah 03Chittak 09Sqft comprising in R.S. Dag No.393 under R.S. Khatian No.1260, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas(South), sold, conveyed and transferred a demarcated share of land measuring 20 Decimal i.e. 12Kattah 01Chittak 27Sqft to one 1) ASHOK MONDAL @ SARKAR, 2)ASIT KUMAR SARKAR, 3)SAJAL KUMAR SARKAR, 4)SUJAN SARKAR, all are sons of Late Narayan Chandra Sarkar by virtue of 'Deed of Conveyance' which was registered in the office of A.D.S.R. Baruipur on 29/06/1987 and duly recorded in Book No.-I, Volume No.-70, Pages in written 185 to 190, Deed Number-4919 and for the year 1987.

**AND WHEREAS** while said KAMAL MONDAL, son of Late Narayan Chandra Mondal, had been enjoying right, title, interest and possession in respect of remaining land measuring more or less 20



Decimal i.e. 12Kattah 01Chittak 27Sqft appertaining to R.S. Dag No.393 under R.S. Khatian No.1260, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas(South), gifted, bequeathed and transferred a demarcated share of land measuring 5 Decimal i.e. 03Kattah 0Chittak 18Sqft to his daughter SMT. MITHU NAG, wife of Shri. Sailen Nag by virtue of 'Deed of Gift' which was registered in the office of A.D.S.R. Baruipur on 12/02/2009 and duly recorded in Book No.-I, Volume No.-4, Pages in written 1651 to 1668, Deed Number-1081 and for the year 2009.

**AND WHEREAS** while one KAMAL MONDAL, son of Late Narayan Chandra Mondal, had been enjoying right, title, interest and possession in respect of remaining land measuring more or less 15Decimal comprising in R.S. Dag No.393 under R.S. Khatian No.1260, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas(South), again gifted, bequeathed and transferred the same i.e. measuring 15 Decimal i.e. 09Kattah 01Chittak 09Sqft to his daughter SMT. MITHU NAG, wife of Shri. Sailen Nag by virtue of 'Deed of Gift' which was registered in the office of A.D.S.R. Baruipur on 02/05/2011 and duly recorded in Book No.-I, Volume No.-11, Pages in written 3375 to 3389, Deed Number-3546 and for the year 2011.

**AND FURHER WHEREAS** thus said SMT. MITHU NAG, wife of Shri. Sailen Nag became absolute owner of said demarcated land measuring more or less 20 Decimal i.e. 12Kattah 01Chittak 27Sqft comprising in R.S. Dag No.393 under R.S. Khatian No.1260, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas(South).

**AND FURHER WHEREAS** while said SMT. MITHU NAG, wife of Shri. Sailen Nag had been enjoying right, title, interest and possession in respect of said demarcated land measuring more or less 20 Decimal i.e. 12Kattah 01Chittak 27Sqft comprising in R.S. Dag No.393 under R.S. Khatian No.1260, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas(South), recorded her name in L.R. record vide L. R. Khatian No.-3637 and thereafter she had been paying khazana regularly in respect of the aforesaid property.

**AND FURHER WHEREAS** thus SMT. MITHU NAG, wife of Shri. Sailen Nag became the absolute owner of demarcated land measuring more or less 20 Decimal i.e. 12Kattah 01Chittak 27Sqft appertaining to R.S. Dag No.393 under R.S. Khatian No.1260, J.L. No.11, Touji No.250, R.S. No.-185



within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas(South).

**AND FURTHER WHEREAS** while said SMT. MITHU NAG, wife of Shri. Sailen Nag, had been enjoying right, title, interest and possession in respect of land measuring more or less 20 Decimal i.e. 12Kattah 01Chittak 27Sqft appertaining to R.S. Dag No.393 under R.S. Khatian No.1260, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas(South), sold, conveyed and transferred the same i.e. measuring 20 Decimal i.e. 12Kattah 01Chittak 27Sqft to aforesaid present owners herein by virtue of 'Deed of Conveyance' which was registered in the office of A.D.S.R.-Baruipur on 28/02/2018 and duly recorded in Book No.-I, Volume No.-1611, Pages from 30450 to 30620, Deed Number-1622 and for the year 2018.

**AND FURTHER WHEREAS** thus the aforesaid present owners herein i.e. 90 Private Limited Companies became absolute joint owners of land measuring more or less 40 Decimal i.e. 24Kattah 03Chittak 09Sqft comprising in R.S. Dag No.393 under R.S. Khatian No.1260, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South).

**AND FURTHER WHEREAS** while the aforesaid present owners herein i.e. 90 Private Limited Companies had been jointly enjoying right, title, interest and possession in respect of land measuring more or less 40 Decimal i.e. 24Kattah 03Chittak 09Sqft comprising in R.S. Dag No.393 under R.S. Khatian No.1260, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South), mutated their names before B.L.&L.R.O. authority vide L.R. Khatian No.-6384, 6385, 6386, 6387, 6388, 6389, 6390, 6391, 6392, 6393, 6394, 6395, 6396, 6397, 6398, 6399, 6400, 6401, 6402, 6403, 6404, 6405, 6406, 6407, 6408, 6409, 6410, 6411, 6412, 6413, 6414, 6415, 6416, 6417, 6418, 6424, 6425, 6426, 6427, 6428, 6432, 6433, 6434, 6435, 6436, 6437, 6438, 6439, 6440, 6441, 6442, 6443, 6444, 6452, 6609, 6610, 6611, 6612, 6613, 6617, 6618, 6619, 6620, 6621, 6622, 6623, 6624, 6627, 6628, 6629, 6630, 6631, 6632, 6634, 6639, 6640, 6641, 6642, 6643, 6644, 6645, 6646, 6647, 6648, 6649, 6650, 6652, 7054, 7055 and 7056 and they had been paying their khazanas regularly.

**PART-III**

**(LAND UNDER R. S. & L. R. DAG NO. - 394)**





**WHEREAS** one SMT. SAMPA SARKAR, wife of Asit Kumar Sarkar, the vendor herein became absolute owner in respect of a land measuring more or less 25 Decimal i.e. 15Kattah 02Chittak comprising in R.S. Dag No.394 under R.S. Khatian No-940, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South), by virtue of 'Deed of Conveyance' which was registered in the office of A.D.S.R. Baruipur on 01/11/2004 and duly recorded in Book No.-I, Volume No.-93, Pages in written 44 to 50, Deed Number-4315 and for the year 2005.

**AND WHEREAS** while SMT. SAMPA SARKAR, wife of Asit Kumar Sarkar had been enjoying right, title, interest and possession in respect of land measuring more or less 25 Decimal i.e. 15Kattah 02Chittak comprising in R.S. Dag No.394 under R.S. Khatian No-940, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South), mutated her name before B.L.&L.R.O. authority vide L.R. Khatian No.-2818 and she has been paying her khazanas regularly.

**AND WHEREAS** thus as mentioned in recital hereinbefore, SMT. SAMPA SARKAR, wife of Asit Kumar Sarkar became absolute owner of entire demarcated land measuring more or less 25 Decimal i.e. 15Kattah 02Chittak comprising in R.S. Dag No.394 under R.S. Khatian No-940, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South).

**AND FURTHER WHEREAS** while said SMT. SAMPA SARKAR, wife of Asit Kumar Sarkar, had been enjoying right, title, interest and possession in respect of land measuring more or less 25 Decimal i.e. 15Kattah 02Chittak comprising in R.S. Dag No.394 under R.S. Khatian No-940, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South), sold, conveyed and transferred the same i.e. measuring 25 Decimal i.e. 15Kattah 02Chittak to aforesaid present owners herein by virtue of 'Deed of Conveyance' which was registered in the office of D.S.R.-IV at Alipur on 06/09/2017 and duly recorded in Book No.-I, Volume No.-1604, Pages from 173349 to 173489, Deed Number-6371 and for the year 2017.





**AND FURTHER WHEREAS** thus the aforesaid present owners herein i.e. 90 Private Limited Companies became absolute joint owners of land measuring more or less 25 Decimal i.e. 15Kattah 02Chittak comprising in R.S. Dag No.394 under R.S. Khatian No-940, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South).

**AND FURTHER WHEREAS** while the aforesaid present owners herein i.e. 90 Private Limited Companies had been jointly enjoying right, title, interest and possession in respect of land measuring more or less 25 Decimal i.e. 15Kattah 02Chittak comprising in R.S. Dag No.394 under R.S. Khatian No-940, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South), mutated their names before B.L.&L.R.O. authority vide L.R. Khatian No.-5612, 5613, 5614, 5615, 5616, 5617, 5618, 5619, 5620, 5621, 5622, 5623, 5624, 5625, 5626, 5627, 5628, 5629, 5630, 5631, 5647, 5648, 5649, 5650, 5651, 5652, 5653, 5654, 5655, 5656, 5657, 5658, 5659, 5660, 5661, 5662, 5663, 5664, 5665, 5666, 5667, 5668, 5669, 5670, 5671, 5672, 5673, 5674, 5675, 5676, 5677, 5678, 5679, 5680, 5681, 5682, 5683, 5684, 5685, 5686, 5687, 5688, 5689, 5690, 5691, 5692, 5693, 5694, 5695, 5696, 5697, 5698, 5699, 5700, 5701, 5702, 5703, 5704, 5705, 5706, 5707, 5708, 5709, 5710, 5711, 5712, 5713, 5714, 5715 and 5716 and they had been paying their khazanas regularly.

#### PART-IV

#### (LAND UNDER R. S. & L. R. DAG NO. - 396)

**WHEREAS** one ASHOK MONDAL @ SARKAR, son of Late Narayan Chandra Sarkar was the absolute owner in respect of ALL THAT piece and parcel of total land measuring 25 Decimal i.e. 15Kattah 02Chittak comprising in R.S. Dag No.396 under R.S. Khatian No.698, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South) by virtue of "Deed of Conveyance" which was registered in the office of A.D.S.R. Baruipur on 10/01/1973 and duly recorded in Book No.-I, Volume No.-9, Pages in written-18 to 20, Deed No.-104 and for the year 1973.

**AND WHEREAS** while ASHOK MONDAL @ SARKAR, son of Late Narayan Chandra Sarkar had been enjoying right, title, interest and possession in respect of his purchased land measuring 25 Decimal i.e. 15Kattah 02Chittak comprising in R.S. Dag No.396 under R.S. Khatian No.698, J.L. No.11, Touji





No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South), died in bachelor stage and leaving intestate behind his mother namely SMT. DURGA RANI SARKAR, wife of Late Narayan Chandra Sarkar and three brothers namely 1)ASIT KUMAR SARKAR, 2)SAJAL KUMAR SARKAR, 3)SUJAN SARKAR, all are sons of Late Narayan Chandra Sarkar, as his only legal heirs and successors.

**AND WHEREAS** thus SMT. DURGA RANI SARKAR, ASIT KUMAR SARKAR, SAJAL KUMAR SARKAR and SUJAN SARKAR, each became absolute owner of 1/4th undivided share of land in 25 Decimal i.e. 2722.5 Sqft i.e. 03Kattah 12Chittak 22.5 Sqft appertaining to R.S. Dag No.396 under R.S. Khatian No.698, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South).

**AND WHEREAS** while SAJAL KUMAR SARKAR, son of Late Narayan Chandra Sarkar had been enjoying right, title, interest and possession in respect of his 1/4th undivided share of land in 25 Decimal i.e. 2722.5 Sqft i.e. 03Kattah 12Chittak 22.5 Sqft appertaining to R.S. Dag No.396 under R.S. Khatian No.698, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South), died on 02/04/1990 in bachelor stage and leaving intestate behind his mother namely SMT. DURGA RANI SARKAR, wife of Late Narayan Chandra Sarkar and two brothers namely 1)ASIT KUMAR SARKAR and 2)SUJAN SARKAR, both are sons of Late Narayan Chandra Sarkar, as his only legal heirs and successors.

**AND WHEREAS** thus SMT. DURGA RANI SARKAR became the absolute owner of undivided share of land measuring more or less (03Kattah 12Chittak 22.5 Sqft + 01Kattah 04Chittak 7.5 Sqft) =05Kattah 0Chittak 30 Sqft by virtue of inheritance from two sons since deceased appertaining to R.S. Dag No.396 under R.S. Khatian No.698, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South).

**AND WHEREAS** thus ASIT KUMAR SARKAR became the absolute owner of undivided share of land measuring more or less (03Kattah 12Chittak 22.5 Sqft + 01Kattah 04Chittak 7.5 Sqft) =05Kattah 0Chittak 30 Sqft by virtue of inheritance from two brothers since deceased appertaining to R.S. Dag No.396 under R.S. Khatian No.698, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South).



**AND WHEREAS** thus SUJAN SARKAR became the absolute owner of undivided share of land measuring more or less (03Kattah 12Chittak 22.5 Sqft + 01Kattah 04Chittak 7.5 Sqft) =05Kattah 0Chittak 30 Sqft by virtue of inheritance from two brothers since deceased appertaining to R.S. Dag No.396 under R.S. Khatian No.698, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South).

**AND WHEREAS** while SUJAN SARKAR, son of Late Narayan Chandra Sarkar had been enjoying right, title, interest and possession in respect of his undivided share of land measuring 05Kattah 0Chittak 30 Sqft appertaining to R.S. Dag No.396 under R.S. Khatian No.698, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South), sold, conveyed and transferred a demarcated land measuring 2.48 Decimal i.e. 01 Kattah 08 Chittak to one DIPEN NASKAR, son of Bankim Naskar, Confirming Party No.-1 herein by virtue of "Deed of Conveyance" which was registered in the office of A.D.S.R. Baruipur on 30/05/2012 and duly recorded in Book No.-I, CD. Volume No.-17, Pages from-3968 to 3978, Deed No.-5469 and for the year 2012.

**AND FURTHER WHEREAS** while DIPEN NASKAR, son of Bankim Naskar, Confirming Party No.-1 herein had been enjoying right, title, interest and physical possession in respect of his purchase land measuring 01 Kattah 08 Chittak on north-east portion of R.S. Dag No.396 under R.S. Khatian No.698, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South), realized that demarcation of his aforesaid landed area had been wrongly drawn in middle portion of said R.S. Dag No.396 by the concern planner in connection with purchase deed plan vide deed number I-5469 of 2012 which was registered in the office of A.D.S.R. Baruipur on 30/05/2012 and duly recorded in Book No.-I, CD. Volume No.-17, Pages from-3968 to 3978, Deed No.-5469 and for the year 2012 and hence a "Deed of Declaration" has been executed and registered to correct the same and thus said Dipen Naskar, Confirming Party No.-1 herein made party to confirm / correct this transaction in respect of schedule landed area and location appertaining to R.S. Dag No.396 under R.S. Khatian No.698 in Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South).

**AND FURTHER WHEREAS** while 1)SUJAN SARKAR, son of Late Narayan Chandra Sarkar and 2)SMT. DURGA RANI SARKAR, wife of Late Narayan Chandra Sarkar had been enjoying right, title, interest and possession in respect of their undivided share of land measuring 03Kattah 08Chittak 30 Sqft



and 05Kattah 0Chittak 30 Sqft respectively appertaining to R.S. Dag No.396 under R.S. Khatian No.698, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South), jointly sold, conveyed and transferred a demarcated land measuring 2.12 Decimal i.e. 01 Kattah 04 Chittak 24 Sqft to one SMT. SRABANTI DAS, wife of Shri. Raja Das, Confirming Party No.-2 herein by virtue of "Deed of Conveyance" which was registered in the office of A.D.S.R. Baruipur on 04/11/2015 and duly recorded in Book No.-I, CD. Volume No.-1611, Pages from-98705 to 98720, Deed No.-9151 and for the year 2015. In this deed, SUJAN SARKAR sold 50% of the transferred property i.e. 10 Chittak 12 Sqft and similarly SMT. DURGA RANI SARKAR sold remaining 50% of the transferred property i.e. 10 Chittak 12 Sqft.

**AND FURTHER WHEREAS** while SMT. SRABANTI DAS, wife of Shri. Raja Das, Confirming Party No.-2 herein had been enjoying right, title, interest and physical possession in respect of her purchase land measuring 01 Kattah 04 Chittak 24 Sqft on north-west portion of R.S. Dag No.396 under R.S. Khatian No.698, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South), realized that demarcation of her aforesaid landed area had been wrongly drawn in middle portion of said R.S. Dag No.396 by the concern planner in connection with purchase deed plan vide deed number I-9151 of 2015 which was registered in the office of A.D.S.R. Baruipur on 04/11/2015 and duly recorded in Book No.-I, CD. Volume No.-1611, Pages from-98705 to 98720, Deed No.-9151 and for the year 2015 and hence a "Deed of Declaration" has been executed and registered to correct the same and thus said Smt. Srabanti Das, Confirming Party No.-2 herein made party to confirm / correct this transaction in respect of schedule landed area and location appertaining to R.S. Dag No.396 under R.S. Khatian No.698 in Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South).

**AND FURTHER WHEREAS** while SMT. DURGA RANI SARKAR, wife of Late Narayan Chandra Sarkar had been enjoying right, title, interest and possession in respect of her remaining undivided share of land measuring 04Kattah 06Chittak 18 Sqft appertaining to R.S. Dag No.396 under R.S. Khatian No.698, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South), died on 26/11/2016 and leaving intestate behind her two sons namely 1)ASIT KUMAR SARKAR and 2)SUJAN SARKAR, both are sons of Late Narayan Chandra Sarkar, as her only legal heirs and successors.





**AND FURTHER WHEREAS** thus ASIT KUMAR SARKAR, son of Late Narayan Chandra Sarkar, became the absolute owner of 12 Decimal i.e. (03 Kattah 12 Chittak 22.5 Sqft + 01 Kattah 04 Chittak 7.5 Sqft + 02 Kattah 03 Chittak 9 Sqft) = 07 Kattah 03 Chittak 39 Sqft appertaining to R.S. Dag No.396 under R.S. Khatian No.698, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South), by virtue of inheritance from two brothers and mother.

**AND FURTHER WHEREAS** thus after sell in two 'Deed of Conveyances' as mentioned in foregoing paragraphs, said SUJAN SARKAR, son of Late Narayan Chandra Sarkar, became the absolute owner of 8.4 Decimal i.e. 05 Kattah 01 Chittak 27 Sqft appertaining to R.S. Dag No.396 under R.S. Khatian No.698, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South), by virtue of inheritance from two brothers and mother.

**AND FURTHER WHEREAS** thus as mentioned in recital hereinbefore, 1) ASIT KUMAR SARKAR, 2) SUJAN SARKAR both sons of Late Narayan Chandra Sarkar, herein became the joint owners of demarcated land measuring more or less 20.4 Decimal i.e. 12 Kattah 05 Chittak 21 Sqft appertaining to R.S. Dag No.396 under R.S. Khatian No.698, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South).

**AND FURTHER WHEREAS** while said 1)ASIT KUMAR SARKAR, 2)SUJAN SARKAR both sons of Late Narayan Chandra Sarkar, had been jointly enjoying right, title, interest and possession in respect of land measuring more or less 20.4 Decimal i.e. 12 Kattah 05 Chittak 21 Sqft appertaining to R.S. Dag No.396 under R.S. Khatian No.698, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South), sold, conveyed and transferred the same i.e. measuring 25 Decimal i.e. 15Kattah 02Chittak to aforesaid present owners herein by virtue of 'Deed of Conveyance' which was registered in the office of D.S.R.-IV at Alipur on 06/09/2017 and duly recorded in Book No.-I, Volume No.-1604, Pages from 173349 to 173489, Deed Number-6371 and for the year 2017.

**AND FURTHER WHEREAS** thus the aforesaid present owners herein i.e. 90 Private Limited Companies became absolute joint owners of land measuring more or less 20.4 Decimal i.e. 12 Kattah 05 Chittak 21 Sqft appertaining to R.S. Dag No.396 under R.S. Khatian No.698, J.L. No.11, Touji No.250,



R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South).

**AND WHEREAS** while the aforesaid present owners herein i.e. 90 Private Limited Companies had been jointly enjoying right, title, interest and possession in respect of land measuring more or less 20.4 Decimal i.e. 12 Kattah 05 Chittak 21 Sqft appertaining to R.S. Dag No.396 under R.S. Khatian No.698, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South), mutated their names before B.L.&L.R.O. authority vide L.R. Khatian No.-5612, 5613, 5614, 5615, 5616, 5617, 5618, 5619, 5620, 5621, 5622, 5623, 5624, 5625, 5626, 5627, 5628, 5629, 5630, 5631, 5647, 5648, 5649, 5650, 5651, 5652, 5653, 5654, 5655, 5656, 5657, 5658, 5659, 5660, 5661, 5662, 5663, 5664, 5665, 5666, 5667, 5668, 5669, 5670, 5671, 5672, 5673, 5674, 5675, 5676, 5677, 5678, 5679, 5680, 5681, 5682, 5683, 5684, 5685, 5686, 5687, 5688, 5689, 5690, 5691, 5692, 5693, 5694, 5695, 5696, 5697, 5698, 5699, 5700, 5701, 5702, 5703, 5704, 5705, 5706, 5707, 5708, 5709, 5710, 5711, 5712, 5713, 5714, 5715 and 5716 and they had been paying their khazanas regularly.

**AND WHEREAS** thus as mentioned in recital of PART-I to PART-IV, the aforesaid present owners herein i.e. 90 Private Limited Companies became the joint owners of entire land measuring more or less **110 Kattah 02 Chittak 34 Sqft** comprising in R.S. Dag No.366, 393,394 and 396 corresponding to L.R. Dag No. -366, 393,394 and 396 respectively in Mouza-Harihorpur under Police Station-Baruipur, within Harihorpur Gram Panchayet, District: 24-Parganas (South), morefully described in the "SCHEDULE PROPERTY".

**AND WHEREAS** by virtue of aforesaid 'Deeds of Conveyance' mentioned hereinbefore said **M/S. AGNI DEALCOM PRIVATE LIMITED & 89 OTHERS**, became, joint, owners, occupiers, seized and possessed of schedule property measuring **110 Kattah 02 Chittak 34 Sqft** Situate lying at Mouza – Hariharpur, Pargana – Medanmalla, P.S. Baruipur, District South 24 Parganas, West Bengal under Hariharpur Gram Panchayet, morefully and particularly mentioned in the **FIRST SCHEDULE** hereunder and mutated their names with the authority of B. L. & L. R. O, hereunder. And the said owners have been paying their Khajna before local B.L. & L.R.O. authority regularly.

**AND WHEREAS** while the aforesaid present owners herein i.e. 90 Private Limited Companies also converted the nature of land from "Shali" to "Bahutal Abasan", from the office of the Block Land & Land Reforms Officer, Baruipur.



**AND WHEREAS** in the events as recited hereinabove the Co-owners thus became entitled to the said Property each one of them being entitled to an independent and distinct share or interest therein.

**AND FURTHER WHEREAS** there is one additional plot of land admeasuring area about **12 kattah 01 Chittaks 27 Sft** ; adjoining and contiguous to the Schedule property, which is being owned and possessed by the Co-Owners herein, in pursuance to purchase by virtue of Deed of Conveyance' being Deed No. 6371 for the year 2017 registered at the office of D.S.R. – IV, Alipore, South 24 Parganas, registered in Book No. – I, Volume No. 1604 -2017, written in Page No. 173349 to 173489, under R.S. Dag Nos. 393, R. S. Khatian Nos. 1260, corresponding to L.R. Dag No. – 393, J. L. - 11, Touji No. 250, situated within Mouza – Hariharpur, Pargana – Medanmalla, Police Station – Baruipur, under Hariharpur Gram Panchayet, Kolkata – 700 145, District – 24 Parganas (South), West Bengal.

**AND FURTHER WHEREAS** there is one additional plot of land admeasuring area about **18 kattah 09 Chittaks 15 Sft** ; adjoining and contiguous to the Schedule property, which is being owned and possessed by the Co-Owners herein, in pursuance to purchase by virtue of Deed of Conveyance' being Deed No. 2904 for the year 2021 registered at the office of A. R. A. - I, Kolkata, registered in Book No. – I, Volume No. 1901-2021, written in Page No. 173713 to 173770, under R.S. Dag Nos. 392, R. S. Khatian Nos. 938, corresponding to L.R. Dag No. – 392, L. R. Khatian No. – 2402, J. L. - 11, Touji No. 250, situated within Mouza – Hariharpur, Pargana – Medanmalla, Police Station – Baruipur, under Hariharpur Gram Panchayet, Kolkata – 700 145, District – 24 Parganas (South), West Bengal.

**AND FURTHER WHEREAS** and the aforesaid two plots of land admeasuring area about land **12 Kattah 01 Chittaks 27 Sft and 18 Kattah 09 Chittaks 15 Sft** may be used by the co-owner/ developer for the ingress to and egress from the project to be developed on the scheduled land and in future the said plots of land may also be used by the co-owner/ developer for construction of the building/block/ Car parking Space upon obtaining the approval from the concerned authorities and the said building/block shall also become the part of the larger residential complex, namely 'Eden Roopkatha' and thus all the three plots of land, i.e; the existing and the additional ones, shall, collectively, be known and named as "Eden Roopkatha" as one and single residential Housing Complex. Be it noted that inclusion/ addition of said additional plots with "Eden Roopkatha" shall absolutely be upon the sole discretion of the Co-owners/ Developer. All the flat residents / Allottees/ owners / buyers / occupiers under the larger residential project comprising of schedule land and the aforesaid two plots of land, shall collectively enjoy the common areas, common parts and portions, facilities, amenities, easements etc. All the flat residents / Allottees/ owners / buyers / occupiers under the project shall enjoy the free egress and ingress rights and shall also enjoy all the passages, pathways, driveways of all the three plots of Residential



Complex namely "Eden Roopkatha". The Allottee herein consents for the same and shall not raise any objection, whatsoever, in future, pertaining to the same.

In the events as recited hereinabove the Co-owners thus became entitled to the said Property each one of them being entitled to an independent and distinct share or interest therein

**AND WHEREAS** the vendor is entitled to develop the said property and construct building/buildings on the said property.

**AND WHEREAS** said Vendor has decided to build and construct on the said property a building containing self contained residential apartments and other areas with the intention to sell and transfer the same to the intending purchasers.

**AND WHEREAS** the said Vendors have for the purpose of constructing the building on the said property obtained a building plan duly sanctioned from South 24 Parganas Zila Parishad bearing **Building Plan no. 876/1006/KMDA dated 01.09.2023.**

**AND WHEREAS** the Co-Owners have decided to undertake the development of the said Property by causing new building and/or buildings to be constructed at the said Property and for the purpose of undertaking the development of the said Property the Owners amongst themselves decided that the Developer/Promoter will undertake the development of the said Property and accordingly by a '**JOINT DEVELOPMENT AGREEMENT**' dated 27.06.2023 registered at the Office of the A. R. A. - I, Kolkata, recorded in Book No. - I, Volume No. - 1901-2023, written in Page No. - 200230 to 200300, being Deed No. - 05129 for the year 2023 and made between M/s. Agni Dealcom Pvt Ltd and 89 other co-owners therein collectively referred to as the First Party/Owner of the One Part and M/s. Eden elements LLP (the Developer herein) therein referred to as the Developer of the Other Part and Co-owners granted the exclusive right of development in respect of the said Property unto and in favour of the Promoter herein for the consideration and subject to the terms and conditions contained and recorded in the said Agreement (hereinafter referred to as the said JDA).

By and under the said JDA it has been agreed between the Owners that the Promoter shall be entitled to enter into agreements for sale and transfer of the various flats units apartments constructed spaces and car parking spaces in its own name and to receive realize and collect the amount of consideration and other amounts in its own name and that the sale proceeds accruing consequent to sale and transfer of the Developer shall be apportioned amongst the Owners in the manner as provided for in the said JDA.

**AND WHEREAS** Co-owners have executed a Registered '**POWER OF ATTORNEY**' dated 27.06.2023, duly registered at the Office of A. R. A. - I, Kolkata, recorded in Book No. - I, Volume No. -



1901-2023, written in Page No. – 200772 to 200823, being Deed No. – 05148 for the year 2023 unto and in favour of the Developer granting the several powers therein stated for smooth execution of the construction works in terms of the said Joint Development Agreement.

In pursuance of the said JDA and in furtherance thereof the Developer/Promoter caused a map or plan to be sanctioned by the Zilla Parishad, South 24 Parganas bearing **Building Plan no. 876/1006/KMDA dated 01.09.2023 (hereinafter referred to as the said PLAN)** and the Promoter has commenced the work of construction of new building and/or buildings at the said Premises to comprise of various self-contained flats units apartments constructed spaces and car parking spaces (hereinafter referred to as the **'HOUSING COMPLEX'**) to be ultimately held by owned by various intending allottees /purchasers on ownership basis.

**AND WHEREAS** by and under the said Joint Development Agreement it has been agreed between the parties thereto that the Various Flats units apartments constructed spaces will be sold and transferred by the Developer and the total revenue accruing therefrom shall be shared between the Vendor and the Developer in the manner as provided for in the said Development Agreement.

**AND WHEREAS** the Vendor and Developer have jointly agreed to sell flats available to the respective purchasers /holders of the new building to be constructed by the said Developer. The rights of access to and from the respective flats of the said building to be purchased by the respective purchasers including the above named purchaser from through and along the pathways and passages provided in lay out on the ground floor of the said Complex for better enjoyment, facilities and use and convenience of free ingress and egress from the main public Municipal Road up to the places of the said building in the said complex.

**AND WHEREAS** by and under the said Joint Development Agreement, it has been agreed between the parties hereto that the various flats, units, apartments, constructed spaces/areas will be sold and transferred by the Developer. the Developer will initially receive the all the amounts agreed to be paid by all the Purchasers and thereafter the Gross Revenue (as defined therein) are to be shared between the Developer and the Vendor in the ratio morefully and particularly mentioned in the said Joint Development Agreement. The Vendors shall also join the sale documents.

**AND WHEREAS**, the Vendor/Developer has caused a plan being **Building Plan no. 876/1006/KMDA dated 01.09.2023 (hereinafter referred to as the said PLAN)** sanctioned by the authority concerned whereby the Developer has become entitled to undertake the development of the said premises by causing new buildings to be constructed at the said Premises comprising of various flats units apartments



constructed spaces having a specific area of land dedicated to such building and also sanctioned car parking spaces.

**AND WHEREAS** the Vendor / Developer have obtained the final layout plan, sanctioned plan, specification and approvals for the project and also for the apartments from South 24 Parganas, Zila Parishad.

The Promoter caused the said housing project to be registered in accordance with the provisions of 'Real Estate (Regulation and Development) Act (hereinafter referred to as the said ACT) under Registration No. **WBRERA/P/KOL/2023/** \_\_\_\_\_.

**AND WHEREAS** the Purchaser has considered the sanction plan of the said building and is desirous of acquiring on ownership basis all that flat/unit as morefully and particularly mentioned and described in **SECOND SCHEDULE** hereunder written being constructed by the Developer on the land of the said Plot mentioned herein above together with proportionate indivisible undivided share in the land below the said building together with the proportionate undivided indivisible share in common parts of the said building attributable to the area of the said flat morefully mentioned in the **SECOND SCHEDULE** hereunder written under construction on the land of the said plot at the price and on the terms and conditions hereinafter stated.

**AND WHEREAS** by an 'Agreement for Sale' dated ----- entered between the said Developer/ Promoter of the **FIRST PART**, The Vendor/ Co-owner of the **SECOND PART** and the Purchaser herein therein referred to as the Allottee of the **THIRD PART**, the Vendor/ Developer have agreed to sell all that Unit in or portion of the building being Unit/Flat No. '-----' on the ----- (-----) **FLOOR**, in **BLOCK** - '-----' admeasuring Carpet Area of \_\_\_\_\_ Sft. and "Exclusive Balcony/Verandah Area Or "EBVT Area", having Carpet Area of \_\_\_\_\_ Sft. aggregating to a Net Area of \_\_\_\_\_ Square Feet, equivalent to the **SUPER BUILT-UP AREA** of about \_\_\_\_\_ **SFT.** (-----), be little more or less, **TOGETHER WITH** right to park **ONE** small/medium sized motor car on the ----- **CAR PARKING SPACE** on the ground floor of the said Premises, now known as "**EDEN ROOPKATHA**", Situate and lying at Mouza - Hariharpur, Pargana - Medanmalla, P.S. Baruipur, District 24 Parganas South, West Bengal under Hariharpur Gram Panchayet, morefully and particularly described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** proportionate undivided indivisible share in common areas and installation and also **TOGETHER WITH** proportionate undivided share of land comprised in the said premises hereunder written at a Valuable Consideration of Rs. -----/- (**Rupees** -----**Only**) and on the terms and conditions covenants and stipulation stated in the said agreement to the Purchaser .



**AND WHEREAS** the said Purchaser has from time to time after the date of the said agreement paid the said sum of **Rs. -----/- (Rupees -----Only)** being the consideration amount in full to the vendor.

**AND WHEREAS** the said 'Agreement for Sale' dated ----- was registered at the Office of A.R.A. - ----, Kolkata vide Deed No. ---- for the year ---- duly registered in Book No. - I, Volume No. - 190----2021 written in Page No. ----- to -----.

**AND WHEREAS** upon completion of construction of the said building premises, the Vendor/ Developer have obtained the Occupancy Certificate from Baruipur Panchayat Samity/ Zilla Parishad South 24 Parganas on \_\_\_\_\_.

**AND WHEREAS** the Vendor has good, clear and marketable title in respect of the said flat as described in the **SECOND SCHEDULE**.

**AND WHEREAS** the Vendor has also duly made over possession of the said Unit to the said purchaser on the day of this presents and the purchaser have duly satisfied themselves about the construction of the said Unit and materials used and also about the further features of the said flat.

### PART -III: WITNESSETH

1. **NOW THIS INDENTURE WITNESSETH** that in pursuance of the said agreement and in consideration of the sum of **Rs. -----/- (Rupees -----Only)** paid by the purchaser to the Developer at or before the execution hereof (the receipt whereof the Developer do hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof hereby forever release discharge and acquit the Purchaser and the said Unit) the Developer do hereby grant sell convey transfer assign and assure ALL THAT the said Unit being the **FLAT NO. '-----'** on a portion on the -----  
---- (-----) **FLOOR at BLOCK - '----'** of the New Building at the said premises TOGETHER WITH right to park **ONE** small/medium sized motor car on the \_\_\_\_\_ **CAR PARKING SPACE** at the said premises and morefully mentioned and described in the **SECOND SCHEDULE** hereunder written TOGETHER WITH the said share in the said premises being proportionate, undivided, impartible, indivisible and variable share in the land comprised in the said premises fully described in the **FIRST SCHEDULE** hereunder written attributable and appurtenant to the said unit AND TOGETHER WITH like proportionate, undivided, impartible, indivisible and variable share in the common Areas and

