

DEED OF CONVEYANCE

1. **Date :** ____th of April , 2024
2. **Place :** Kolkata
3. **Parties :**

BY & BETWEEN

M/S. S.P. ENTERPRISE

1. MD. FAJUDDIN AHMED
S P ENTERPRISE

MD. FAJUDDIN AHMED
Partner

(PARTNER)

M/S. S.P. ENTERPRISE

2. SARITA SINGH
S P ENTERPRISE

Sarita Singh
Partner

(PARTNER)

- 3.1 DHARAM CHAND JAIN (HUF),** having (PAN NO- **AABHD7425B**), a Hindu Undivided family , having its office at KC Villa, 46B, Chakraberia Road, North 1st Floor, Near Ajanta Dhaba, P.O. & P.S. - Bhawanipore, Kolkata - 700020, West Bengal, represented by its Karta Namely **Sri. Dharam Chand Jain, (PAN NO. - ACQPJ5763R) & (AADHAAR NO. - 9087 7907 2049)** Son of Late Kapoor Chand Jain, by faith – Hinduism, by nationality – Indian ,by occupation Business residing at KC Villa, 46B, Chakraberia Road, North 1st Floor, Near Ajanta Dhaba, P.O. & P.S. - Bhawanipore, Kolkata - 700020, West Bengal.
- 3.2 SRI SAURABH JAIN, (PAN NO.- AFJPJ1144A) & (AADHAAR NO. - 3671 2899 4447,)** Son of Sri Dharam Chand Jain, by Faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at KC Villa, 46B, Chakraberia Road, North 1st Floor, Near Ajanta Dhaba, P.O. & P.S. - Bhawanipore, Kolkata - 700020, West Bengal,
- 3.3 MEGHA JAIN, (PAN NO.- AOOPP4748Q) & (AADHAAR NO. - 6096 4059 8645)** Wife of Sri. Saurabh Jain, by Faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at Residing at KC Villa, 46B, Chakraberia Road, North 1st Floor, Near Ajanta Dhaba, P.O. & P.S. - Bhawanipore, Kolkata - 700020, West Bengal.
- 3.4 SAROJ JAIN (PAN.NO - ACTPJ7498Q) & (AADHAAR NO. - 7268 1992 8359)** Wife of Sri. Dharam Chand Jain, by Faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at KC Villa, 46B, Chakraberia Road, North 1st Floor, Near Ajanta Dhaba, P.O. & P.S. - Bhawanipore, Kolkata - 700020, West Bengal.
- 3.5 SRI. VIKASH JAIN,(PANNNO. - AETPJ1269D) & (AADHAAR NO. 2383 2110 6101)** Son of Sri. Dharamchand Jain, by Faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at KC Villa, 46B, Chakraberia Road, North 1st Floor, Near Ajanta Dhaba, P.O. & P.S. - Bhawanipore, Kolkata - 700020, West Bengal.
- 3.6 M/S. K. C. ORGANISER PRIVATE LIMITED (PAN NO - AAECK1395B),** a Private Limited Company, Incorporated Under The Companies Act, 1956, having Its Office At 2, Sir Hariram Goenka Street, 2nd Floor, P.O. & P.S. - Burrabazar, Kolkata - 700007, West Bengal, represented by its director namely **Sri. Dharam Chand Jain, (PAN NO. - ACQPJ5763R) & (AADHAAR NO. - 9087 7907 2049)** Son of Late Kapoor Chand Jain, by

faith – Hinduism, by nationality – Indian ,by occupation Business residing at KC Villa, 46B, Chakraberia Road, North 1st Floor, Near Ajanta Dhaba, P.O. & P.S. - Bhawanipore, Kolkata - 700020, West Bengal

3.7 SRI. RIKHAB CHAND JAIN, (PAN NO. - ACTPJ6027D) &(AADHAAR NO. 8071 0568 5043) Son of Bhanwar Lal Jain, by faith – Hinduism, by nationality – Indian ,by occupation Business residing at Meghdoot, 99, Moulana Abul Kalam Azad Sarani, Kadapara, 3rd Floor, Block - B, P.O. - Kankurgachi, P.S. - Phoolbagan, Kolkata - 700054, West Bengal.

All represented by their Constituted Attorney, **M/S. S. P. ENTERPRISE**, a Partnership Firm, (**PAN NO: AEPFS3071Q**) having its Registered Office At 24/FL-03, Bon Bihari Bose Road, P.O. & P.S. - Howrah, District - Howrah, West Bengal, Pin Code - 711101, represented by its Partners Namely : 1) **Mrs. SARITA SINGH,(PAN NO. - EFFPS9243F) & (AADHAAR NO. 2917 1088 1762)**, Wife Of Shailesh Kumar Singh, by faith – Hinduism, by nationality – Indian ,by occupation Business residing at 24/FL-03, Bon Bihari Bose Road, P.O. & P.S. - Howrah, District - Howrah, West Bengal, Pin Code – 711101, 2) **MD. FAIJUDDIN AHMED, (PAN NO BKHPA0368K) & (AADHAAR NO. 6904 4548 3454)**, Son of Late Mansur Sardar, by faith – islam, by nationality – Indian ,by occupation Business residing at Hatiara, P.O. - Hatiara, P.S. - New Town Now Eco Park, Kolkata - 700157, District - North 24 Parganas, West Bengal, and 3) **Mr. Shailesh Kumar Singh (PAN NO. – CIZPS1518N) & (AADHAAR NO. 3965 5485 2997)** Son of Shri Ras Narayan Singh , by faith – Hinduism, by nationality – Indian ,by occupation Business residing at 24/FL-03, Bon Bihari Bose Road, P.O. & P.S. - Howrah, District - Howrah, West Bengal, Pin Code – 711101 and said Development Power of Attorney was registered on 05/12/2023, registered in the office of the D.S.R.-I, at Barasat in the North 24 Parganas and recorded in Book No. I, Volume No. 1501-2023, Pages From 205237 to 205304 , Being No. 150108106 for the Year 2023.

Hereinafter collectively called and referred to as the “**LANDOWNERS/VENDORS**” (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representatives and assigns) of the **FIRST PART**.

AND

- 3.6 MRS. SOUMI BEJ (PAN NO.- BMHPB7406H) & (AADHAAR NO. 3560 3492 2587)** Wife of Mr. Dibyendu Bej , by faith – Hinduism, by nationality – Indian ,by occupation Business residing at 7/8, 1ST Floor , Nmr Layout, 1ST Cross , R R Bakery, Udyanagar, Banglore, North, Karnataka Pin No:- 560016.

AND

- 3.7 MR. DIBYENDU BEJ (PAN No. AUHPB7434Q) & (AADHAAR No. 6579 1996 5718)** Son of Mr. Dilip Kumar Bej by faith – Hinduism, by nationality – Indian ,by occupation Business residing at Block:- M/27, C4, Moonbeam Housing Complex, Akhaka More, North 24 Paragnas, West Bengal Pin No. 700135.

Hereinafter jointly called and referred to as the “**PURCHASERS**” (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, representatives and assigns) of the **SECOND PART**.

AND

- 3.7 M/S. S. P. ENTERPRISE**, a Partnership Firm, (**PAN NO: AEPFS3071Q**) having its Registered Office At 24/FL-03, Bon Bihari Bose Road, P.O. & P.S. - Howrah, District - Howrah, West Bengal, Pin Code - 711101, represented by its Partners Namely : 1) **Mrs. SARITA SINGH,(PAN NO. - EFFPS9243F) & (AADHAAR NO. 2917 1088 1762)**, Wife Of Shailesh Kumar Singh, by faith – Hinduism, by nationality – Indian ,by occupation Business residing at 24/FL-03, Bon Bihari Bose Road, P.O. & P.S. - Howrah, District - Howrah, West Bengal, Pin Code – 711101, 2) **MD. FAIJUDDIN AHMED, (PAN NO BKHPA0368K) & (AADHAAR NO. 6904 4548 3454)**, Son of Late Mansur Sardar, by faith – islam, by nationality – Indian ,by occupation Business residing at Hatiara, P.O. - Hatiara, P.S. - New Town Now Eco Park, Kolkata - 700157, District - North 24 Parganas, West Bengal, and 3) **Mr. Shailesh Kumar Singh (PAN NO. - CIZPS1518N) & (AADHAAR NO. 3965 5485 2997)** Son of Shri Ras Narayan Singh , by faith – Hinduism, by nationality – Indian ,by occupation Business residing

at 24/FL-03, Bon Bihari Bose Road, P.O. & P.S. - Howrah, District - Howrah, West Bengal, Pin Code – 711101 and

Hereinafter called and referred to as the “**DEVELOPER**” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its/their heirs, executors, administrators, representative, and assigns) of the **THIRD PART**.

Landowners/Vendors, Purchasers and the Developer collectively Parties and individually Party.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS :-

4. Subject Matter of Conveyance:

4.1 Transfer of Said Flat and Appurtenances:

4.1.1 Said Property: ALL THAT piece and parcel of one independent Tiles flooring residential flat (with lift facility), being Flat No. **1D** on the **1st Floor**, in **Block- A**, measuring an carpet area about **595** square feet equivalent to Super Built Up area **850** Square Feet be the same or little more or less consisting **2(Two)** Bed Rooms, **1(One)** Drawing-cum-Dining, **1(One)** Kitchen, **1(One)** Toilets & **1(One)** Balcony, within the residential building complex namely “**ECO PRAHARI VILLAGE**,” herein referred to the **said Flat** delineated a plan annexed herewith and bordered in Red Colour there in along with undivided proportionate share of land in the said premises attributable thereto **TOGETHER WITH** the right in common to use the common Parts or Portion and amenities of the said building and said residential complex more fully described in the **Second Schedule** lying and situated at Holding No., Ishan Pally, Hatiara Road, within the local limits of Rajarhat Gopalpur Municipality, Now Bidhan Nagar Municipal Corporation, Under Ward No. 13 (Old 10), , P.S. - Formerly Rajarhat thereafter New Town at Present ECO Park, within the jurisdiction of formerly A.D.S.R. Bidhan Nagar, Salt Lake City at Present A.D.S.R Rajarhat, Kolkata 700157 in the district - North 24 Parganas, West Bengal more fully described in the **Land -I and Land - II** of the **First Schedule** hereunder written. The Said Flat, undivided and impartible Land Share, Common Part or Portion of the Said Building and amenities of the said residential building complex namely “**ECO PRAHARI VILLAGE**” herein

collectively called and referred to as “**Said Flat and Appurtenances**” which is the subject matter of this Deed of conveyances.

5. BACKGROUND, REPRESENTATIONS, WARRANTIES AND COVENANT:

5.1 Representations and Warranties Regarding Title: The Landowners/Vendors and the Developer/Confirming Party have made the following representations and given the following warranty to the Purchasers regarding title.

R.S/L.R. Dag No. 2672

WHEREAS The Owner No. 1 herein being the sole and absolute recorded owner and possessor of, or otherwise well and sufficiently entitled to ALL THAT piece and parcel of Bastu Land Measuring an area 3.70 Decimals, be the same or little more or less, out of 37 Decimals, comprised in R.S./ L.R. Dag No. 2672, under L.R. Khatian No. **20249** [Recorded in the Name Of The Dharam Chand Jain HUF] and was enjoying the same with good right, title and interest with power of ownership right by paying rent, tax to the respective authority.

And

WHEREAS The Owner No. 2 herein being the sole and absolute recorded owner and possessor of, or otherwise well and sufficiently entitled to ALL THAT piece and parcel of Bastu Land Measuring an area 3.70 Decimals, be the same or little more or less, out of 37 Decimals, comprised In R.S./ L.R. Dag No. 2672, under L.R. Khatian No. **20251** [Recorded In The Name Of The Saurabh Jain] and was enjoying the same with good right, title and interest with power of ownership right by paying rent, tax to the respective authority.

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And

WHEREAS The Owner No. 2 herein being the sole and absolute recorded owner and possessor of, or otherwise well and sufficiently entitled to ALL THAT piece and parcel of Bastu Land Measuring an area 1.85 Decimal, be the same or little more or less, out of 37 Decimals comprised in R.S./ L.R.

Dag No. 2672, under L.R. Khatian No. **20291** [Recorded In The Name Of The Saurabh Jain] and was enjoying the same with good right, title and interest with power of ownership right by paying rent, tax to the respective authority.

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And

WHEREAS The Owner No. 3 herein being the sole and absolute recorded owner and possessor of, or otherwise well and sufficiently entitled to ALL THAT piece and parcel of Bastu Land Measuring an area 3.70 Decimals, be the same or little more or less, out of 37 Decimals, comprised In R.S./ L.R. Dag No. 2672, under L.R. Khatian No. **20250** [Recorded In The Name Of The Megha Jain] and was enjoying the same with good right, title and interest with power of ownership right by paying rent, tax to the respective authority.

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And

WHEREAS The Owner No. 4 herein being the sole and absolute recorded owner and possessor of, or otherwise well and sufficiently entitled to ALL THAT piece and parcel of Bastu Land Measuring an area 1.85 Decimals, be the same or little more or less, out of 37 Decimals, comprised In R.S./ L.R. Dag No. 2672, under L.R. Khatian No. **20258** [Recorded In The Name Of The Saroj Jain] and was enjoying the same with good right, title and interest with power of ownership right by paying rent, tax to the respective authority.

And

WHEREAS The Owner No. 4 herein being the sole and absolute recorded owner and possessor of, or otherwise well and sufficiently entitled to ALL THAT piece and parcel of Bastu Land Measuring an area 3.70 Decimals, be the same or little more or less, out of 37 Decimals, comprised In R.S./ L.R. Dag No. 2672, under L.R. Khatian No. **20241** [Recorded In The Name Of The Saroj Jain] and was enjoying the same with good right, title and interest with power of ownership right by paying rent, tax to the respective authority.

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And

WHEREAS The Owner No. 5 herein being the sole and absolute recorded owner and possessor of, or otherwise well and sufficiently entitled to ALL THAT piece and parcel of Bastu Land Measuring an area 6.60 Decimals, be the same or little more or less, out of 37 Decimals, comprised In R.S./ L.R. Dag No. 2672, under L.R. Khatian No. **20023** [Recorded In The Name Of The Vikash Jain] and was enjoying the same with good right, title and interest with power of ownership right by paying rent, tax to the respective authority.

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And

WHEREAS The Owner No. 6 herein being the sole and absolute recorded owner and possessor of, or otherwise well and sufficiently entitled to ALL THAT piece and parcel of Bastu Land Measuring an area 9.90 Decimals, be the same or little more or less, out of 37 Decimals, comprised In R.S./ L.R. Dag No. 2672, under L.R. Khatian No. **20024** [Recorded In The Name Of The K C Organizer Pvt Ltd.] and was enjoying the same with good right, title and interest with power of ownership right by paying rent, tax to the respective authority.

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And

WHEREAS The Owner No. 7 herein being the sole and absolute recorded owner and possessor of, or otherwise well and sufficiently entitled to ALL THAT piece and parcel of Bastu Land Measuring an area 1.99 Decimals, be the same or little more or less, out of 37 Decimals, comprised In R.S./ L.R. Dag No. 2672, under L.R. Khatian No. **20022** [Recorded In The Name Of Rikhab Chand Jain] was enjoying the same with good right, title and interest with power of ownership right by paying rent, tax to the respective authority.

Thus, by virtue of the record of right the Landowners/ Vendors Nos. 3.1 to 3.7 have being seized and possessed the quantum of bastu land altogether 37 decimal comprised in **R.S/L.R Dag No. 2672** under respective L.R. Khatian Nos. lying and situated at Mouza - Hatiara, J L No. 14, Re sa. No. 188, Touzi no. 3, 169, 160,162 within the local limits of former Rajarhat

Gopalpur Municipality, at present Bidhan Nagar Municipal Corporation, under ward No. 13, (Old 10), P.S. – formerly Rajarhat thereafter New Town at present ECO PARK, A.D.S.R Bidhan Nagar (Salt lake City) at present Rajarhat, Kolkata 700157, District – North 24 Parganas in the State of West Bengal with all sorts of easement and privilege appurtenant thereto and the said Land Owners /Vendor are the owner the quantum of land in the said Dag, represented in the tabular form:-

Owner No.	Name Of The Owners	R.S/L.R. Dag No	L.R Khatian No-	Share In The Land	Owners Area (In decimals)
3.1	Dharam Chand Jain	2672	20249	.1000	3.70 decimal
3.2	Saurabh Jain	2672	20251	.1000	3.70 decimal
3.2	Saurabh Jain	2672	20291	.0500	1.85 decimal
3.3	Megha Jain	2672	20250	.1000	3.70 decimal
3.4	Saroj Jain	2672	20258	.0500	1.85 decimal
3.4	Saroj Jain	2672	20241	.1000	3.70 decimal
3.5	Vikash Jain	2672	20023	.1784	6.60 decimal
3.6	K.C Organiser Pvt. Ltd.	2672	20024	.2676	9.90 decimal
3.7	Rikhab Chand Jain	2672	20022	.0540	1.99 decimal
In Total					37 decimal

AND

R.S/L.R. Dag No. 2673

WHEREAS The Owner No. 1 herein being the sole and absolute recorded owner and possessor of, or otherwise well and sufficiently entitled to ALL THAT piece and parcel of Bastu Land Measuring an area 4 Decimals, be the same or little more or less, out of 40 Decimals, comprised In R.S./ L.R. Dag No. 2673, under L.R. Khatian No. **20249** [Recorded In The Name Of The Dharam Chand Jain HUF] was enjoying the same with good right, title and interest with power of ownership right by paying rent, tax to the respective authority.

And

WHEREAS The Owner No. 2 herein being the sole and absolute recorded owner and possessor of, or otherwise well and sufficiently entitled to ALL THAT piece and parcel of Bastu Land Measuring an area 4 Decimals, be the same or little more or less, out of 40 Decimals, comprised In R.S./ L.R. Dag No. 2673, under L.R. Khatian No. **20251** [Recorded In The Name Of The Saurabh Jain] was enjoying the same with good right, title and interest with power of ownership right by paying rent, tax to the respective authority.

And

WHEREAS The Owner No. 2 herein being the sole and absolute recorded owner and possessor of, or otherwise well and sufficiently entitled to ALL THAT piece and parcel of Bastu Land Measuring an area 2 Decimals, be the same or little more or less, out of 40 Decimals, comprised In R.S./ L.R. Dag No. 2673, under L.R. Khatian No. **20291** [Recorded In The Name Of The Saurabh Jain] was enjoying the same with good right, title and interest with power of ownership right by paying rent, tax to the respective authority.

WHEREAS The Owner No. 3 herein being the sole and absolute recorded owner and possessor of, or otherwise well and sufficiently entitled to ALL THAT piece and parcel of Bastu Land Measuring an area 4 Decimals, be the same or little more or less, out of 40 Decimals, comprised In R.S./ L.R. Dag No. 2673, under L.R. Khatian No. **20250** [Recorded In The Name Of The Megha Jain] was enjoying the same with good right, title and interest with power of ownership right by paying rent, tax to the respective authority.

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And

WHEREAS The Owner No. 4 herein being the sole and absolute recorded owner and possessor of, or otherwise well and sufficiently entitled to ALL THAT piece and parcel of Bastu Land Measuring an area 2 Decimals, be the same or little more or less, out of 40 Decimals, comprised In R.S./ L.R. Dag No. 2673, under L.R. Khatian No. L.R. Khatian No. **20258** [Recorded In The Name Of The Saroj Jain] was enjoying the same with good right, title and interest with power of ownership right by paying rent, tax to the respective authority.

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And

WHEREAS The Owner No. 4 herein being the sole and absolute recorded owner and possessor of, or otherwise well and sufficiently entitled to ALL THAT piece and parcel of Bastu Land Measuring an area 4 Decimals, be the same or little more or less, out of 40 Decimals, comprised In R.S./ L.R. Dag No. 2673, under L.R. Khatian No. L.R. Khatian No. **20241** [Recorded In The Name Of The Saroj Jain] was enjoying the same with good right, title and interest with power of ownership right by paying rent, tax to the respective authority.

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And

WHEREAS The Owner No. 5 herein being the sole and absolute recorded owner and possessor of, or otherwise well and sufficiently entitled to ALL THAT piece and parcel of Bastu Land Measuring an area 6.60 Decimals, be the same or little more or less, out of 40 Decimals, comprised In R.S./

L.R. Dag No. 2673, under L.R. Khatian No. L.R. Khatian No. **20023** [Recorded In The Name Of The Vikash Jain] was enjoying the same with good right, title and interest with power of ownership right by paying rent, tax to the respective authority.

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And

WHEREAS The Owner No. 6 herein being the sole and absolute recorded owner and possessor of, or otherwise well and sufficiently entitled to ALL THAT piece and parcel of Bastu Land Measuring an area 9.40 Decimals, be the same or little more or less, out of 40 Decimals, comprised In R.S./ L.R. Dag No. 2673, under L.R. Khatian No. **20024** [Recorded In The Name Of The K C Organiser Pvt Ltd.] was enjoying the same with good right, title and interest with power of ownership right by paying rent, tax to the respective authority.

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And

WHEREAS The Owner No. 7 herein being the sole and absolute recorded owner and possessor of, or otherwise well and sufficiently entitled to ALL THAT piece and parcel of Bastu Land Measuring an area 4 Decimals, be the same or little more or less, out of 40 Decimals, comprised In R.S./ L.R. Dag No. 2673, under L.R. Khatian No. **20022** [Recorded In The Name Of The Rikhab Chand Jain] was enjoying the same with good right, title and interest with power of ownership right by paying rent, tax to the respective authority.

Thus, by virtue of the record of right the Landowners/ Vendors Nos. 3.1 to 3.7 have being seized and possessed the quantum of bastu land altogether 40 decimal comprised in **R.S/L.R Dag No. 2673** under respective L.R. Khatian Nos. lying and situated at Mouza - Hatiara, J L No. 14, Re sa. No. 188, Touzi no. 3, 169, 160,162 within the local limits of former Rajarhat Gopalpur Municipality, at present Bidhan Nagar Municipal Corporation, under ward No. 13, (Old 10), P.S. – formerly Rajarhat thereafter New Town at present ECO PARK, A.D.S.R Bidhan Nagar (Salt lake City) at present Rajarhat, Kolkata 700157, District – North 24 Parganas in the State of West Bengal with all sorts of easement and privilege appurtenant thereto

and the said Land Owners /Vendor are the owner the quantum of land in the said Dag, represented in the tabular form:-

Owner No.	Name Of The Owners	R.S/L.R. Dag No	L.R Khatian No-	Share In The Land	Owners Area (In decimals)
3.1	Dharam Chand Jain	2673	20249	.1000	4 decimal
3.2	Saurabh Jain	2673	20251	.1000	4 decimal
3.2	Saurabh Jain	2673	20291	.0500	2 decimal
3.3	Megha Jain	2673	20250	.1000	4 decimal
3.4	Saroj Jain	2673	20258	.0500	2 decimal
3.4	Saroj Jain	2673	20241	.1000	4 decimal
3.5	Vikash Jain	2673	20023	.1650	6.60 decimal
3.6	K.C Organiser Pvt. Ltd.	2673	20024	.2350	9.40 decimal
3.7	Rikhab Chand Jain	2673	20022	.1000	4 decimal
In Total					40 decimal

Thus, by virtue of the record of right the Landowners/ Vendors Nos. 3.1 to 3.7 have being seized and possessed All That the piece or parcel of Bastu Land altogether **77 decimal** be the same or little more or less i.e. **37 decimal** be the same or little more or less comprised in **R.S/L.R Dag No.**

2672 and 40 decimal be the same or little more or less comprised in **R.S/L.R Dag No. 2673** under respective L.R. Khatian Nos. shows above in tabular form lying and situated at Mouza - Hatiara, J L No. 14, Re sa. No. 188, Touzi no. 3, 169, 160,162 within the local limits of former Rajarhat Gopalpur Municipality, at present Bidhan Nagar Municipal Corporation, under ward No. 13, (Old 10), Nearest Road – Isan Pally, P.S. – formerly Rajarhat thereafter New Town at present ECO PARK, A.D.S.R Bidhan Nagar (Salt lake City) at present Rajarhat, Kolkata 700157, District – North 24 Parganas in the State of West Bengal with all sorts of easement and privilege appurtenant thereto more fully described in the First Schedule herein written and herein referred the **Land -I** and enjoying the same with their right , title and interest with every power of ownership right to sell and transfer any body and any way.

R.S/L.R. Dag No. 2671

WHEREAS The Owner No. 6 herein being the sole and absolute recorded owner and possessor of, or otherwise well and sufficiently entitled to ALL THAT piece and parcel of Bastu Land Measuring an area 13 Decimals, be the same or little more or less, out of 84 Decimals, comprised In R.S./ L.R. Dag No. 2671, under L R Khatian No. **20024** [Recorded In The Name Owner No. 6 herein named K C Organiser Pvt Ltd.] was enjoying the same with good right, title and interest with power of ownership right by paying rent, tax to the respective authority the land represented in tabular form:-

Owner No.	Name Of The Owners	R.S/L.R. Dag No	L.R Khatian No-	Share In The Land	Owners Area (In decimals)
3.6	K.C Organiser Pvt. Ltd.	2671	20024	.2553	21.45 decimal

Thus, by virtue of the record of right the Landowner/ Vendor No. 3.6 has being seized and possessed All That the piece or parcel of Bastu Land 13 Katha equivalent to **21.45 decimal** be the same or little more or less out of 84 decimal comprised in **R.S/L.R Dag No. 2671** under L.R. Khatian No. **20024** lying and situated at Mouza - Hatiara, J L No. 14, Re sa. No. 188, Touzi no. 3, 169, 160,162 within the local limits of former Rajarhat

Gopalpur Municipality, at present Bidhan Nagar Municipal Corporation, under ward No. 13, (Old 10), Nearest Road – Isan Pally, P.S. – formerly Rajarhat thereafter New Town at present ECO PARK, A.D.S.R Bidhan Nagar (Salt lake City) at present Rajarhat, Kolkata 700157, District – North 24 Parganas in the State of West Bengal with all sorts of easement and privilege appurtenant thereto more fully described in the First Schedule herein written and herein referred the **Land -II** and enjoying the same with his right , title and interest with every power of ownership right to sell and transfer any body and any way.

.AND WHEREAS thus in the abovementioned circumstances, the Owners/Vendors No. 3.1 to 3.7 jointly have being seized and possessed of , or otherwise well and sufficiently entitled to ALL THAT piece or parcel of land altogether the total land being 77 decimal be the same or little more or less **i.e. 37 decimal** be the same or little more or less comprised in **R.S/L.R Dag No. 2672 and 40 decimal** be the same or little more or less comprised in **R.S/L.R Dag No. 2673** under respective L.R. Khatian Nos. shows above in tabular form referred to as "**Land - I**" and 21.45 decimal be the same or little more or less out of 84 decimal comprised in **R.S/L.R Dag No. 2671** under L.R. Khatian No.**20024**, all the Dag Nos. lying and situated at Mouza - Hatiara, J L No. 14, Re sa. No. 188, Touzi no. 3, 169, 160,162 within the local limits of former Rajarhat Gopalpur Municipality, at present Bidhan Nagar Municipal Corporation, under ward No. 13, (Old 10), Nearest Road – Isan Pally, P.S. – formerly Rajarhat thereafter New Town at present ECO PARK, A.D.S.R Bidhan Nagar (Salt lake City) at present Rajarhat, Kolkata 700157, District – North 24 Parganas in the State of West Bengal with all sorts of easement and privilege appurtenant thereto more fully described in the **First Schedule** herein written, which is free from all encumbrance. The "**Land - I and Land - II**" jointly referred to as "**Said Property**" and more fully described in **Schedule - A** hereunder written.

AND WHEREAS The Owners/ vendors 3.1 to 3.7 herein is desire to construct a Multi-Storied (G+5) Building on the said property but due To paucity of fund And/or lack of experience in construction work they have approached the DEVELOPER Herein with a proposal to construct a Multi-Storied (G+5) Building consisting of Several Flats And Other Units on the

Said Property described in the First Schedule and the DEVELOPER has accepted the Proposal of the Land Owners and all the parties have agreed to entered into A Development Agreement, with the Developer herein under certain terms and conditions.

AND WHEREAS Landowners/Vendors 3.1 to 3.5 and 3.7 herein, jointly executed a Registered Development Agreement with the present Developer, **M/S. S.P.ENTERPRISE** for constructing a multi storied building complex on the said "Land - I " more fully described in **Schedule - A** with some terms and conditions mentioned in the said Development Agreement. The said Registered Development Agreement was registered on 28th day of February 2022 registered in the office of the D.S.R.-II, at Barasat in the North 24 Parganas and rrecorded in Book No. I, Volume No. 1502-2022, Pages From 43693 To 43802, Being No. 150201175 For The Year 2022.

AND WHEREAS the said Landowners/Vendors 3.1 to 3.5 and 3.7 herein, also executed a Registered Development of Power of Attorney, appointing the said **M/S. S.P.ENTERPRISE**, represented by its Partners, namely **Sarita Singh, Shailesh Kumar Singh And Md. Faijuddin Ahmed** Developer herein, as their Constituted Attorney. The said Power of Attorney was registered on 28rd February, 2022, registered in the office of the D.S.R.-II, at Barasat in the North 24 Parganas and recorded in Book No. I and recorded in Book No. I, Volume No. 1502-2022, Pages From 43803 To 43886, Being No. 150201176 for the Year 2022.

AND WHEREAS Landowners/Vendors 3.6 herein, executed a Registered Development Agreement with the present Developer, **M/S. S.P.ENTERPRISE** for constructing a multi storied building complex on the said "Land – II" more fully described in **Schedule - A** with some terms and conditions mentioned in the said Development Agreement. The said Registered Development Agreement was registered on 15 day of June 2023 registered in the office of the D.S.R.-I, at Barasat in the North 24 Parganas and rrecorded in Book No. I, Volume No. 1501-2023, Pages From 107154 To 107201, Being No. 150104305 for the Year 2023 and the said Land owners/Vendors 3.6 herein, also executed a Registered Development of Power of Attorney, appointing the said **M/S. S.P.ENTERPRISE**, represented by its Partners, namely **Sarita Singh, Shailesh Kumar Singh and Md. Faijuddin Ahmed** Developer herein, as his Constituted Attorney. The said Development Power of Attorney was registered on 15 day of June

2023 registered in the office of the D.S.R.-I, at Barasat in the North 24 Parganas and recorded in Book No. I, Volume No. 1501-2023, Pages From 107227 To 107256, Being No. 150104309 For The Year 2023 and the terms And Conditions more fully and particularly mentioned therein.

AND WHEREAS The said Developer has tried to sell Out some Portion of the Owners' Allocation, in Respect of the aforesaid Property without the Owners' permission or consent or due knowledge and as Such the Owners herein decided to revoke and cancelled the aforesaid Development Power Of Attorney which were executed on Dated 28/02/2022 and 15/06/2023 respectively and as such in terms of registered deed of Revocation of the said Development Power Of Attorney executed on 12/10/2023, registered in the office of D.S.R. - I, at Barasat in the North 24 Parganas and recorded In Book No. IV, Volume No. 1501-2023, Pages From 1017 To 1040, Being No. 150100053 for the year 2023, and therefore the aforesaid Development Power of Attorney Has/Have no force and effective any More.

AND WHEREAS for avoiding any future dispute, Owners are Mutually agreed upon to execute a SUPPLEMENTARY DEVELOPMENT AGREEMENT, which was duly executed and registered On 05/12/2023 Before the D.S.R.-I, at Barasat in the North 24 Parganas and recorded In Book No. I, Volume No. 1501-2023, Being No. 150108105 for the year 2023 and according to the terms and conditions of the aforesaid Development Agreement also executed a Registered Development of Power of Attorney, appointing the said **M/S. S.P.ENTERPRISE**, represented by its Partners, namely **Sarita Singh, Shailesh Kumar Singh And Md. Faijuddin Ahmed** Developer herein, as their Constituted Attorney. The said Development Power of Attorney was registered on 05/12/2023, registered in the office of the D.S.R.-I, at Barasat in the North 24 Parganas and recorded in Book No. I, Volume No. 1501-2023, Pages From 205237 to 205304 , Being No. 150108106 for the Year 2023 and the terms and Conditions more fully and particularly mentioned therein.

AND WHEREAS The present Owners/Developer duly sanctioned a building plan from Rajarhat Gopalpur Municipality Now Bidhan Nagar Municipal Corporation, Being Plan No. 118 Of 2021-2022, Dated 24/01/2022 and revision thereof time to time in and Started the Proposed Construction Over the "Said Property" more fully described in the **First Schedule**.

AND WHEREAS the said Developer ,**M/S. S.P .ENTERPRISE** on the basis of the said sanctioned building plan, constructed a multi storied building complex namely “**ECO PRAHARI VILLAGE**” on the said property and which is more fully described in the **First Schedule** hereunder written, consisting its Four Blocks namely ‘Block-A, Block-B, Block-C, Block-D’ and Block-E’ respectively.

6. DESIRE OF PURCHASE & ACCEPTANCE AND CONSIDERATION & REPRESENTATION :

- 6.1 Desire of Purchasers for purchasing a Flat from Developer’s Allocation :** The Purchasers herein perused and inspected Title Deeds, Registered Development Agreements, Registered Power of Attorney, Building Sanctioned Plan and other related documents in respect of the schedule mentioned property including its amenities and facilities and areas and satisfied herself in regards thereto and approached to the Developer herein, to purchase **ALL THAT** piece and parcel of one independent **Tiles flooring** residential flat (with lift facility), being Flat No. **1D** on the **1st Floor**, in **Block- A**, measuring an carpet area about **595** square feet equivalent to Super Built Up area **850** Square Feet be the same or little more or less consisting **2(Two)** Bed Rooms, **1(One)** Drawing-cum-Dining, **1(One)** Kitchen, **1(One)** Toilets & **1(One)** Balcony, within the residential building complex namely “**ECO PRAHARI VILLAGE,**” herein referred to the **said Flat** along with undivided proportionate share of land in the said premises attributable thereto **TOGETHER WITH** the right in common to use the common Parts or Portion and amenities of the said building and said residential complex more fully described in the **Second Schedule** lying and situated at Holding No....., Ishan Pally, Hatiara Road, within the local limits of Rajarhat Gopalpur Municipality, Now Bidhan Nagar Municipal Corporation, Under Ward No. 13 (Old 10), , P.S. - Formerly Rajarhat thereafter New Town at Present ECO Park, within the jurisdiction of formerly A.D.S.R. Bidhan Nagar, Salt Lake City at Present A.D.S.R Rajarhat, Kolkata 700157 in the district - North 24 Parganas more fully described in the **Land -I and Land - II** of the **First Schedule** hereunder written. The Said Flat, undivided and impartible Land Share, Common Part or Portion of the Said Building and amenities of the said

residential building complex namely “**ECO PRAHARI VILLAGE**” herein collectively called and referred to as “**Said Flat and Appurtenances**” .

- 6.1.1 **Acceptance by Developer:** The Developer/Confirming Party herein accepted the aforesaid proposal of the Purchasers and agreed to sell the “**Said Flat and Appurtenances**” within the residential building complex namely “**ECO PRAHARI VILLAGE,**” more fully described in the **Second Schedule** hereunder written, together with land share and share in common portion.
- 6.1.2 **Consideration :** The total sale consideration of the “**Said Flat and Appurtenances**” is **Rs. 40,60,875/- (Rupees Forty Lakh Sixty Thousand Eight Hundred Seventy Five)**, and subsequently the Purchasers herein already paid the same to the Developer herein as per memo attached herewith.
- 6.1.3 **True and Correct Representations :** The Landowners/Vendors are the absolute and undisputed joint owners of the First Schedule property, such ownership having been acquired in the manner stated above, the contents of which are all true and correct.

7. LAND SHARE & SHARE IN COMMON PORTIONS :

- 7.1 **Land Share:** Undivided, impartible, proportionate and variable share in the land comprised in the Said Property as is attributable to the Said Flat more fully described in the Part-I of the Third Schedule hereinafter written (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bear to the total super built-up area of the Said Building Complex.
- 7.1.1 **Share In Common Portions :** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building Complex is attributable to the Said Flat (**Share In Common Portions**), the said common areas, amenities and facilities being described in the Part-II of the Third Schedule below (**collectively Common Portions**). The Share in Common Portions is/shall be derived by taking into consideration the proportion which the super

built-up area of the Said Flat bear to the total super built-up area of the Said Building Complex.

8. REPRESENTATIONS, WARRANTIES AND COVENANTS REGARDING ENCUMBRANCES : The Landowners/Vendors and Developer/Confirming Party represent, warrant and covenant regarding encumbrances as follows :

8.1 No Acquisition/Requisition: The Landowners/Vendors and Developer/Confirming Party have not received any notice from any authority for acquisition, requisition or vesting of the Said Flat and/or any part of the property in which the present building complex is lying and declare that the Said Flat is/are not affected by any scheme of the concerned authority/authorities or Government or any Statutory Body.

8.1.1 No Encumbrance : The Landowners/Vendors and Developer/Confirming Party have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Flat or any part thereof can or may be impeached, encumbered or affected in title.

8.1.2 Right, Power and Authority to Sell: The Landowners/Vendors and Developer/Confirming Party have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Flat to the Purchasers herein.

8.1.3 No Dues: No tax in respect of the Said Flat is due to the concerned authority or authorities and no Certificate Case is pending for realization of any taxes from the Landowners/Vendors and the Developer/Confirming Party herein.

8.1.4 No Mortgage: No mortgage or charge has been created by the Landowners/Vendors and the Developer/Confirming Party in respect of the Said Flat or any part thereof.

8.1.5 No Personal Guarantee: The Said Flat is/are not affected by or subject to any personal guarantee for securing any financial accommodation.

8.1.6 **No Bar by Court Order or Statutory Authority:** There is no order of Court or any other statutory authority prohibiting the Landowners/Vendors and Developer/Confirming Party from selling, transferring and/or alienating the Said Flat or any part thereof.

9. **BASIC UNDERSTANDING:**

9.1 **Agreement to Sell and Purchase :** The Purchasers herein has approached to the Developer and the Landowners/Vendors and intended to purchase the “**Said Flat and Appurtenances**” within the residential building complex namely “**ECO PRAHARI VILLAGE,**” more fully described in the **Second Schedule** hereunder written from Developer’s Allocation and the Purchasers based on the representations, warranties and covenants mentioned hereinabove (collectively Representations), has agreed to purchase the “**Said Flat and Appurtenances**” within the residential building complex namely “**ECO PRAHARI VILLAGE,**” from the Developer and Landowners/Vendors herein under Developer’s Allocation, and in this regard, an Agreement for Sale has been executed in between the parties herein in respect of the “**Said Flat and Appurtenances**” on 19.03.2024.

10. **TRANSFER :**

10.1 **Hereby Made :** The Landowners/Vendors and Developer hereby sell, convey and transfer the Purchasers the entirety of their right, title and interest of whatsoever or howsoever nature in the “**Said Flat and Appurtenances**” within the residential building complex namely “**ECO PRAHARI VILLAGE,**” more fully described in the Second Schedule hereinafter written together with proportionate undivided share of land more fully described in the Part-I of the Third Schedule (**said land share**) and also together with all easement rights for egress and ingress of all common spaces, amenities and facilities (**said common portion**) in the said building complex, described and referred in the Part-II of the Third Schedule hereinafter written and Floor Plan of the said flat is attached herewith.

10.1.1 **Consideration :** The aforesaid transfer is being made in consideration of a sum of Rs. 40,60,875/- (**Rupees Forty Lakh Sixty Thousand Eight**

Hundred Seventy Five only), paid by the Purchasers to the Developer herein, receipts of which the Developer hereby and by the Memo and Receipts hereunder written admits and acknowledges.

11. TERMS OF TRANSFER :

11.1 Salient Terms : The transfer being effected by this Conveyance is :

11.1.1 Sale : A sale within the meaning of the Transfer of Property Act, 1882.

11.1.2 Absolute : Absolute, irreversible and perpetual.

11.1.3 Free from Encumbrances : Free from all encumbrances of any and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, lispendens, uses, trusts, prohibitions, Income Tax Attachments, Financial Institution charges, reversionary rights, residuary rights, statutory prohibitions, acquisitions, requisitions, vesting's and liabilities whatsoever.

11.2 Subject to : The transfer being effected by this Conveyance is subject to :

11.2.1 Indemnification : Indemnification by the Landowners/Vendors and Developer/Confirming Party about the correctness of their title and authority to sell and this Conveyance is being accepted by the Purchasers on such express indemnification by the Landowners/Vendors and Developer/Confirming Party about the correctness of their title and the representation and authority to sell, which if found defective or untrue at any time, the Landowners/Vendors and Developer/Confirming Party shall at cost of the Purchasers, forthwith take all necessary steps to remove and/or rectify.

11.2.2 Transfer of Property Act : All obligations and duties of Landowners/Vendors and Developer/Confirming Party and the Purchasers as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.

11.2.3 Delivery of Possession: Khas, vacant and peaceful possession of the Said Flat have been handed over by the Landowners/Vendors and

Developer/Confirming Party to the Purchasers, which the Purchasers admits, acknowledges and accepts.

- 11.2.4 **Outgoings** : All statutory revenue, cess, taxes, surcharges, outgoings and levies of or on the Said relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Landowners/Vendors and Developer/Confirming Party with regard to which the Landowners/Vendors and Developer/Confirming Party hereby indemnify and agree to keep the Purchasers fully and comprehensively saved, harmless and indemnified.
- 11.2.5 **Holding Possession** : The Landowners/ Vendors and Developer/Confirming Party hereby covenant that the Purchasers and her heirs, executors, administrators, representatives and assigns, shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Flat and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchasers, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Landowners/Vendors and Developer/Confirming Party or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Landowners/Vendors and Developer/Confirming Party.
- 11.2.6 **No Objection to Mutation:** The Landowners/Vendors and Developer/Confirming Party declare that the Purchasers can fully be entitled to mutate their name in all records of the concerned authority/authorities and to pay tax or taxes and all other impositions in their own name. The Landowners/Vendors and Developer/Confirming Party undertake to co-operate with the Purchasers in all respect to cause mutation of the Said in the name of the Purchasers and in this regard shall sign all documents and papers as required by the Purchasers.
- 11.2.7 **Further Acts:** The Landowners/Vendors and Developer/Confirming Party hereby covenant that the Landowners/Vendors and Developer/Confirming Party or any person claiming under them, shall and will from time to time

and at all times hereafter, upon every request and cost of the Purchasers and/or her successors-in-interest, does and executes or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

THE FIRST SCHEDULE ABOVE REFERRED TO

[Description of Land]

LAND- I

All That the piece or parcel of Bastu Land altogether **77 decimal** be the same or little more or less i.e. **37 decimal** be the same or little more or less comprised in **R.S/L.R Dag No. 2672 and 40 decimal** be the same or little more or less comprised in **R.S/L.R Dag No. 2673** under respective L.R. Khatian Nos. shows above in tabular form lying and situated at Mouza - Hatiara, J L No. 14, Re sa. No. 188, Touzi no. 3, 169, 160,162 within the local limits of former Rajarhat Gopalpur Municipality, at present Bidhan Nagar Municipal Corporation, under ward No. 13, (Old 10), Nearest Road – Isan Pally, P.S. – formerly Rajarhat thereafter New Town at present ECO PARK, A.D.S.R Bidhan Nagar (Salt lake City) at present Rajarhat, Kolkata 700157, District – North 24 Parganas in the State of West Bengal with all sorts of easement and privilege appurtenant thereto and herein referred the **Land -I**, free from all encumbrances

which is butted and bounded by:

On the North : by RS & LR Dag No. 2648

On the South : By RS LR Dag No. 2674, 2675, 2676 and 2677

On the East : Road

On the West : By RS LR Dag No. 2671

AND

(LAND II)

ALL THAT the piece or parcel of Bastu Land 13 Katha equivalent to **21.45 decimal** be the same or little more or less out of 84 decimal comprised in **R.S/L.R Dag No. 2671** under L.R. Khatian No. **20024** lying and situated at Mouza - Hatiara, J L No. 14, Re sa. No. 188, Touzi no. 3, 169, 160,162 within the local limits of former Rajarhat Gopalpur

Municipality, at present Bidhan Nagar Municipal Corporation, under ward No. 13, (Old 10), Nearest Road – Isan Pally, P.S. – formerly Rajarhat thereafter New Town at present ECO PARK, A.D.S.R Bidhan Nagar (Salt lake City) at present Rajarhat, Kolkata 700157, District – North 24 Parganas in the State of West Bengal with all sorts of easement and privilege appurtenant thereto and herein referred the **Land -II**, free from all encumbrances. The land is butted and bounded by:

On the North : by RS & LR Dag No. 2670

On the South : By RS LR Dag No. 2674, 2675 and 20' Wide Road

On the East : By RS LR Dag No. 2672

On the West : By RS LR Dag No. 2671

THE SECOND SCHEDULE ABOVE REFERRED TO

[Said Flat and Appurtenances]

[Description of Flat]

ALL THAT piece and parcel of one independent **Tiles flooring** residential flat (with lift facility), being Flat No. **1D** on the **1st Floor**, in **Block- A**, measuring an carpet area about **595** square feet equivalent to Super Built Up area **850** Square Feet be the same or little more or less consisting **2(Two)** Bed Rooms, **1(One)** Drawing-cum-Dining, **1(One)** Kitchen, **1(One)** Toilets & **1(One)** Balcony, within the residential building complex namely **“ECO PRAHARI VILLAGE,”** herein referred to the **said Flat** along with undivided proportionate share of land in the said premises attributable thereto (Land Share) described in the Part-I of the **Third Schedule** below **TOGETHER WITH** the right in common to use the common Parts or Portion (Share in common portion) described in the Part-II of the **Third Schedule** below and common portion and amenities of the said building and said residential complex described in the **Fourth Schedule** below lying and situated at Holding No., Ishan Pally, Hatiara Road, within the local limits of Rajarhat Gopalpur Municipality, Now Bidhan Nagar Municipal Corporation, Under Ward No. 13 (Old 10), , P.S. - Formerly Rajarhat thereafter New Town at Present ECO Park, within the jurisdiction of formerly A.D.S.R. Bidhan Nagar, Salt Lake City at Present A.D.S.R

Rajarhat, Kolkata 700157 in the district - North 24 Parganas, West Bengal more fully described in the **Land -I and Land - II** of the **First Schedule** hereunder above. The Said Flat, undivided and impartible Land Share, Common Part or Portion of the Said Building and amenities of the said residential building complex namely **“ECO PRAHARI VILLAGE”** herein collectively called and referred to as **“Said Flat and Appurtenances”** which is the subject matter of this Deed of conveyances.

A Floor Plan of the said flat is enclosed herewith and the said floor plan is/will be treated as part and parcel of this present Deed of Conveyance.

THE THIRD SCHEDULE ABOVE REFERRED TO

Part-I

[Description of share of land]

ALL THAT piece or parcel of proportionate impartible share of land more fully and specifically described in the First Schedule hereinbefore.

Part - II

[Description of share of common areas & common amenities]

ALL THAT piece or parcel of proportionate impartible share of common areas and common amenities more fully and specifically described in the Fourth & Fifth Schedule hereinafter.

THE FOURTH SCHEDULE ABOVE REFERRED TO

[Common Areas & Amenities]

1. Stair case and Landings on all floors.
2. Common Passage and Lobby on the Ground floor excepting Car Parking Area.
3. Water Pump, Overhead Water Tank, Tube Well, Water Pipes and other common plumbing installations.
4. Electrical Wiring and Meters Space.
5. Drains, Sewers, Pipe and Septic Tank
6. Boundary Walls and main Gate
7. Lift machinery Room, Lift Cage Machines and Accessories
8. Generator Room with Generator for Lighting of Common areas
9. Community Hall
10. Common Toilets
11. Such other common parts, areas, equipments, installations, fixtures, fitting and spaces in or about the new buildings as are necessary

for the use and occupation of the units in common and as are specified by the Vendors and Developers expressly to be the common areas after construction of the new building including final roof/ terrace after providing the common facilities/ amenities excluding open and covered car parking space .

PART- II

[DESCRIPTION OF THE FIXTURE AND FITTINGS]

Toilet : 1) White Commode-European/Anglo Indian With Flush in Cistern, Fitting And Fixtures. 2) 1 (One) Basin With One Tap In The Drawing/Dining Room/Bath Room 3) 2 (Two) Tap Points Along With One Shower Point & Geyser Fitting Provision. 4) 6' Height Commercial Glazed Tiles.

W.C. : 1) White Commode-European With Flushing Cistern, Fitting And Fixtures. 2) 1 (One) Tap Point 3) 6' Height Commercial Glazed Tiles

Kitchen : 1) Cooking Platform - Granite Stone Finished. 2) 2'-0" Height Glazed Tiles (Commercial). 3) Stainless Steel Sink With Cooking Platform. 4) Two Tap Points. Flooring : 1) Bed Room, Drawing And Dining, Balcony, Kitchen. Toilet Etc. All Will Be Finished With Vitrified Tiles.

Wall : All Walls Will Be Plastered With Plaster Of Paris.

Doors & Windows : 1) Doors : Flush Doors With Standard Quality Plywood, Main Door With One Magic Eye. 2) Windows : Aluminum Windows Along with Steel Grill.

Electrification : 1) Bed Room: Three Light Points, One Fan Point, One Plug Point. 2) Drawing-Cum-Dining Room : Two/Three Light Points, One/Two Fan Point Two Plug Points And One Power Point, Cable Point (TV), 3) Kitchen : One Light Point, Two Power Point, One Exhaust Point. 4) Toilet : One Light Point, One Power Point. 5) Balcony : One Light Point. All Wirings Will Be Concealed, 6). One Air Conditioner Point.

THE FIFTH SCHEDULE ABOVE REFERRED TO [Common Expenses / Maintenance Charges]

1. Common Utilities : All charges and deposits for supply, operation and maintenance of common utilities of the building/complex.

2. Electricity : All charges for the electricity consumed for the operation of the common machinery and equipment of the building/complex.
3. Association: Establishment and all other capital and operational expenses of the Association of the flat owners of the building/complex.
4. Litigation: All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions of the building/complex.
5. Maintenance: All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the common portions [including the exterior or interior (but not inside any unit) walls of the said building/complex].
6. Insurance: Insurance of the building against earth-quake, fire, mob, violence, riots and other natural calamities if any.
7. Operational: All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including changeover switches, pumps 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 of the building/complex.
8. Rates and Taxes: Municipal Tax, Surcharge, Water Tax and other levies in respect of the said building/complex save those separately assessed on the buyer/s.
9. Staff: The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerks, security personnel, sweepers, plumbers, electricians, etc. including their perquisites, bonus and other emoluments and benefits of the building/complex.

**THE SIXTH SCHEDULE ABOVE REFERRED TO
[Rights and obligations of the purchasers]**

Absolute User Right :

The purchasers shall have full, complete and absolute rights of use in common with the other owners and/or occupiers of the different flat & car parking space of the building/complex :

The common areas and amenities as described in the Fourth & Fifth Schedule hereinbefore.

Keeping, raising, inserting, supporting and maintaining all beams, gutters and structures on and to all walls, supporting the said flat & car parking space including all boundaries and/or load bearing or dividing and/or separating and/or supporting walls, the purchasers shall have to maintain the floor of the said flat & car parking space, so that it may not cause leakage or slippage to the floor underneath.

Obtaining telephone connection to the said flat as well as the right of fixing television antenna and/or Radio Serials on the roof of the said property and for this purpose, the purchasers shall have the right of digging, inserting and for fixing plug and supporting clumps in all portions of the said property provided always that the purchasers shall restore forthwith such dug up holes or excavations at her own costs and expenses.

Maintaining, repairing, white washing or painting of the door and windows of the said flat in any part of the said property provided any such work does not cause any nuisance or permanent obstructions to the other occupants of the said property.

Mutating their name as owner of the said property in the records of the Government or local Authority and/or have the said property separately numbered and assessed for taxes.

Absolute proprietary rights such as the vendors/developer derives from their title save and except that of demolishing or committing waste in respect of the property described in schedule in any manner, so as to effect the vendors/developer or other co-owners, who have already purchased and acquired or may hereafter purchase or acquire similar property rights as covered by this conveyance.

Sell, mortgage, gift, lease or otherwise alienate the said property hereby conveyed.

To take separate electric meter, gas and other necessary connections and/or lines for the use and enjoyment of the property hereby purchased.

Right to park one small sized car in the car parking space without disturbing the other car parking space owners of the building. The car owner will be bound to accommodate his/her car with other car owners as and when needed.

Obligations:

The purchasers shall not store any inflammable and/or combustible articles in the said flat & car parking space, but excluding items used in kitchen and personal purpose.

The purchasers shall not store any rubbish or any other things in the stair case and not to the common areas and/or parts causing inconveniences and also disturbances to other owners and occupiers of the building/complex.

The purchasers shall not make any additions and alterations in the property, whereby the main building/complex may be damaged, but the purchasers shall be entitled to erect wooden partition only in the said flat for the purpose of her requirement.

The purchasers shall also pay her proportionate share for insurance of the building/complex for earthquake, fire, mob, violence and commotion alongwith maintenance charges of the said property as decided by the members of the Society with all required proposal and consent.

The purchasers will not allow to construct any kind of partition in the said car parking space.

The purchasers will not fix and/or construct any shed/shutter over the open space of the said car parking space.

The purchasers use the said car parking space as it is condition as the developer constructed in the said building.

The purchasers must allow the other car parking space owners for free access or free moving of his/her/their car in the building/complex.

Not to make any objection for fixation of dish antennas in the part of the ultimate roof of the building/complex by the developer and also not to make any objection to the developer and/or its associates for constructing any further floor over the existing floor of the building/complex.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

[Easements and Quassi Easements]

1. The right of common parts for ingress in and egress out from the units or building/complex or premises.
2. The right in common with the other purchasers to get electricity, water connection from and to any other unit or common parts through pipes, drains, wires connection lying or being in under through or over the sold unit as far as may be reasonably necessary for the beneficial use and occupation of the respective unit/flat and/or parts and/or common areas.
3. The right of protection for other parts of the building/complex by all parts of the unit/flat as far as it is necessary to protect the same.
4. The right of the enjoyment of the other parts of the building/complex.
5. The right with or without workmen and necessary materials to enter from time to time upon the unit/flat for the purpose of repairing as far as may be necessary for repairing.
6. Such pipes, drains, wires and as aforesaid provided always that save in cause of the emergency purchasers shall be given prior notice in writing of the intention for such entry as aforesaid.

THE EIGHTH SCHEDULE ABOVE REFERRED TO

[Management & Maintenance of the Common Portions]

1. The co-owners of the flats shall form an association/society for the common purposes including taking over all obligations with regard to management control and operation of all common portions of the said building/complex under West Bengal Ownership Apartment Act, 1972.

Upon the purchasers fulfilling her obligations and covenants under and upon its formation the Association, shall manage, maintain and control

the common portions and do all acts, deeds and things as may be necessary and/or expedient for the common purposes and the purchasers shall co-operate with the vendors/developer till the Association/Society may frame rules regulations and bye laws from time to time for maintaining quiet and peaceful enjoyment of the said building/complex.

2. Upon formation of the Association/Society, the vendors/developer shall transfer all its rights and obligations as also the residue then remaining of the deposits made by the purchasers or otherwise after adjusting all amounts remaining due and payable by the purchasers and the amounts so transferred henceforth be so held the Association/Society under the account of purchasers for the purpose of such deposit.
3. The Association/Society upon its formation and the co-owners shall however, remain liable to indemnify and keep indemnified the vendors/developer for all liabilities due to non fulfillment of his/her/their respective obligations by the co-owners and/or the Association/Society.

IN WITNESS WHEREOF The parties hereto have set and subscribe their respective hands and seals on the day, month and year first above written

SIGNED, SEALED AND DELIVERED

by the parties at Kolkata in the presence of:

1.

M/S. S. P. ENTERPRISE
Sarita Singh & Faijuddin Ahmed
Shailesh Kumar Singh
As Constituted Attorney

Landowners/Vendors

2.

SIGNED, SEALED AND DELIVERED

By the parties at Kolkata

In the presence of

1.

PURCHASERS

2.

M/S. S. P. ENTERPRISE

M/S. S.P. ENTERPRISE

1. MD. FAJUDDIN AHMED

S P ENTERPRISE

MD. Faijuddin Ahmed
..... Partner

(PARTNER)

M/S. S.P. ENTERPRISE

2. SARITA SINGH

S P ENTERPRISE

Sarita Singh
..... Partner

(PARTNER)

DEVELOPER

Drafted By

MEMO OF CONSIDERATION

Received with thanks from the above named purchasers, a sum of **Rs. 40,60,875/- (Rupees Forty Lakh Sixty Thousand Eight Hundred Seventy Five only)**, towards the total consideration of the **said Flat and Appurtenances**,

which is more fully described in the Second Schedule hereinabove written, together with undivided proportionate share of land more fully mentioned in the First Schedule hereinbefore written as per money receipts given to the purchasers.

Date	Bank & Branch	CHEQUE/DD/RTGS /NEFT/IMPS/UPI- REF.NO:-	Amount (RS.)
06.03.2023		001268	2,00,000/-
22.09.2023		SBIN523265388588	20,00,000/-
TOTAL			Rs.40,60,875/-

(Rupees Forty Lakh Sixty Thousand Eight Hundred Seventy Five),

Witnesses:-

1.

2.

M/S. S. P. ENTERPRISE

M/S. S.P. ENTERPRISE

M/S. S.P. ENTERPRISE

1. MD. FAJUDDIN AHMED

2. SARITA SINGH

S P ENTERPRISE

S P ENTERPRISE

MD. Faijuddin Ahmed
Partner

Sarita Singh
Partner

(PARTNER)

(PARTNER)

DEVELOPER