

THIS DEED OF CONVEYANCE made this day of Two Thousand
Twenty-Four

BETWEEN

RISEWELL MERCANTILE PRIVATE LIMITED (PAN AADCR5006R, CIN: U51109WB2007PTC112844), a Company incorporated under the Companies Act, 1956, having its registered office at 24, Hemant Basu Sarani, Mangalam Building, Block A, 5th Floor, Room No. 507, Kolkata-700001 hereinafter called and referred to as the "**OWNER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include it's successors-in-interest, assigns and nominees) of the **ONE PART**. The Owner has been represented by its Constituted Attorney **SRI RAJESH KUMAR JHAJHARIA**, son of Late S.M. Jhajharia, (**PAN- ACWPJ3828K, Aadhar No- 646962065452**) by religion : Hindu, by occupation Business, by Nationality : Indian of 61A, Sardar Sankar Road, Post office : Sarat Bose road. Police Station Tollygunge, Kolkata 700029 , one of the designated partner of **SORAJEET DEVELOPERS LLP (PAN-AEOFS7488C, LLPIN- AAZ-3773)**, an LLP registered under Limited liability partnership act 2008 having its registered office at 61A, Sardar Sankar Road, Post office : Sarat Bose Road, Police Station Tollygunge, Kolkata 700029 vide Power of attorney dated 2nd September 2022 registered in the office of District Sub Registrar -II at Alipore recorded in Book no 1, Volume No 1602-2022 , Pages: 424698 to 424716 , Being no 160211843 for the year 2022

A N D

SORAJEET DEVELOPERS LLP (PAN-AEOFS7488C, LLPIN- AAZ-3773), an LLP registered under Limited liability partnership act 2008 having its registered office at 61A, Sardar Sankar Road, Post office : Sarat Bose Road, Police Station Tollygunge, Kolkata 700029 duly authorized and represented by it's one it's designated partner and authorised signatory **SRI RAJESH KUMAR JHAJHARIA**, son of Late S.M. Jhajharia, having (**PAN- ACWPJ3828K** , **Aadhar No- 646962065452**) by religion : Hindu, by occupation Business, by Nationality : Indian of 61A, Sardar Sankar Road, Post office : Sarat Bose road. Police Station Tollygunge, Kolkata 700029 hereinafter called and referred to as the **"DEVELOPER"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include it's successors-in-interest, assigns and nominees) of the **SECOND PART.**

A N D

[If the Allottee is a company]

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

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the

context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

[Please insert details of other allottee(s), in case of more than one allottee]

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

- A. The **OWNERS** are the absolute owners of ALL THAT the land measuring an area of **9 Cottahs 15 Chittaks 15 Square Feet of land**, comprised in C.S. Dag No. 233, C.S Khatian no. 67, Police Station Jadavpur, District South 24 Parganas, Sub Registrar at Alipore within Ward No. 96 of the Kolkata Municipal Corporation along with the rights appurtenant thereto, TOGETHER WITH all easement rights and all other rights appurtenances attached to the said plot, more fully & particularly mentioned and described in the SCHEDULE A (Part I) hereunder written, hereinafter for the sake of brevity referred to as the SAID LAND. The Devolution of Title of the said Owners is morefully mentioned and stated in the SCHEDULE A (Part II) hereunder written.

- B. The Owner and the Promoter have entered into a Development Agreement dated 2ND September, 2022 registered at the office of the District Sub-Registrar II at Alipore and recorded in Book No I, Volume No. 1602-2022, Pages from 424717 to 424774, Being No. 160211846 for the year 2022 and a Development Power of Attorney also dated 2ND September, 2022 also registered in the office of the District Sub-Registrar II at Alipore and recorded in Book I, Volume No. 1602-2022, Pages from 424669 to 424697, Being No. 160211863 for the year 2022.

- C. The Promoter subsequently, had a plan approved by competent authority for construction on said land vide approval dated **26/09/2023 having sanction plan no. 2023100127.**
- D. Subsequently, by an Agreement for Sale dated _____ and registered with _____, at _____ and recorded in Book No. _____, Volume No. _____, Pages from _____ to _____ being No. _____ for the year _____ the Promoter had agreed to sell and transfer to the Allottee ALL THAT the said Apartment (morefully mentioned in Schedule B hereunder written), for the consideration and on the terms and conditions therein mentioned (hereinafter referred to as "the AFS").
- E. The Promoter has since completed the construction of the Project at the said Land in accordance with the Plan sanctioned by the concerned authorities and have obtained a Completion Certificate vide Completion Case No. _____ dated _____.
- F. The Purchaser has from time to time paid the Total Price as recorded in AFS for purchasing the Apartment and the Purchaser hereby confirms that the Promoter has duly complied with its obligations contained in AFS and is not in default of its obligation therein
- G. The Promoter has now called upon the Purchaser to take lawful, vacant, peaceful physical possession of the Apartment and pursuant thereto the Purchaser has taken such possession of the Apartment to the Purchaser's full satisfaction.
- H. Before taking possession of the Apartment, the Purchaser has fully satisfied himself/herself/itself with regard to the following: (i) The right, title and interest of the Owner to the said Premises, the documents relating

to the title of the said Premises, the right of the Promoter and the Plan of the Project. (ii) The materials, the workmanship and the quality of construction of the said Apartment and the Project, including the structural stability of the same. (iii) The total area comprised in the said Apartment. (iv) The Completion Certificate. (v) The scheme of user and enjoyment of the Common Areas as contained in these presents and also in the AFS.

- I. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Deed and all applicable laws, are now willing to enter into this Deed on the terms and conditions appearing hereinafter to complete the grant transfer and conveyance by sale of the Apartment by the Promoter to and in favour of the Purchaser.

NOW THEREFORE, THIS DEED OF CONVEYANCE WITNESSTH THAT:

1. CONVEYANCE AND TRANSFER BY SALE

1.1 The Promoter hereby sells conveys grants transfers absolutely and forever, to the Purchaser ALL THAT apartment No. [•], having carpet area of ([•] Sq. ft), together with an exclusive balcony area of ([•] Sq.ft.) and an exclusive open terrace area of ([•] Sq.ft.) appurtenant to the carpet area of the said apartment, located at the [•] Floor of the Building in the Project named “ **SJ MONOHARA**” Together with the right to use ___ numbers of _____ car parking spaces bearing Nos. ___ admeasuring 135 square feet more or less and located at (hereinafter collectively referred to and identified as the “Apartment”) Together With the perpetual irrevocable right to use the common areas parts, portions, facilities, amenities, utilities and installations described under **Schedule D hereto (“Common Areas”)** in common

with the remaining allottees/purchasers/lawful occupants of the Project and the Owner and the Promoter (in respect of the un-allotted apartments and parking space(s) in the Project) (hereinafter collectively referred to and identified as the “Apartment” which is more fully described in Schedule-B hereto) and the **Apartment is marked with green borders on map/plan of the [•] floor of the Building annexed hereto and marked as “Annexure-B”** ALONG WITH all rights, benefits, liberties, privileges, sewers, drains, easements and appurtenant whatsoever and TO HAVE AND TO HOLD the Apartment and every part thereof and the properties appurtenant thereto, absolutely and forever, as its exclusive owner, free from all encumbrances SUBJECT HOWEVER to the observance and performance by the Purchaser of all the covenants, stipulations, restrictions, and obligations mentioned hereinafter all of which shall be and be deemed to be covenants running with the said Premises AND FURTHER SUBJECT to the observance and performance by the Purchaser of all the terms and conditions of the management, administration and maintenance of the Project AND FURTHER SUBJECT to the Purchaser paying and discharging all existing and future maintenance charges, rates, taxes, impositions, outgoings etc. in respect of the Apartment from the date of its possession and/or the deemed date of possession, as the case may be, wholly with respect to the Apartment and proportionately with respect to the Project in relation to the Common Areas.

- 1.2 Unless contrary to the context, the capitalised term ‘Apartment’ (defined above) wherever used in this Deed shall include all the properties and rights mentioned in Clause 1.1 hereinabove which are being hereby sold and/or granted, and it is expressly made clear that the same constitute one residential unit.
- 1.3 None of the following is intended to be or shall be transferred in favour of the Purchaser and the Purchaser shall have no ownership

whatsoever in respect of the following: a) The Common Areas; and b) Other residential apartments and parking spaces in the Project.

- 1.4 It is expressly clarified herein in respect of the residential apartments, parking and other spaces, properties and other rights comprised in the Project which are not intended to be transferred to the Purchaser as aforesaid, the Promoter shall be entitled to use, utilise, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by them in its absolute discretion, without any reference or objection of to the Purchaser. The Purchaser hereby consents to the same and undertakes not to raise any claim or create or cause to be created for any reason, directly or indirectly, any obstruction or hindrance whatsoever regarding the same.
- 1.5 The Purchaser shall use and enjoy the said Apartment in the manner not inconsistent with his rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other allottees/purchasers and/or of the Owner/Promoter.
- 1.6 The sale of the said Apartment is together with and subject to the mutual easements and restrictions and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed.

2 THE PROMOTER AND THE OWNER DOTH HEREBY REPRESENT AND WARRANT TO THE PURCHASER AS FOLLOWS:

- 2.1 The Promoter has the requisite rights to carry out development upon the said Premises.

- 2.2 The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.
- 2.3 There are no encumbrances upon the said Land or the Project.
- 2.4 There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment.
- 2.5 All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Premises and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has developed the Project in compliance with all applicable laws.
- 2.6 The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the Completion Certificate has been issued and possession of Apartment or Project, as the case may be, along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Purchaser and the association of purchasers or the competent authority, as the case may be.
- 2.7 The Promoter hereby further covenant that the Purchaser shall, subject to observing, performing and complying with the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed peaceably own, hold and enjoy the said Apartment

3 THE PURCHASER DOTH HEREBY COVENANTS WITH THE OWNER AND THE PROMOTER AS FOLLOWS:

- 3.1 The Purchaser shall observe and perform all the terms, covenants and conditions contained in this Deed to the extent and so far as

they are applicable to the Apartment as if they were incorporated in these presents and not to commit breach of or do any act contrary to any of the terms, covenants and conditions stated therein.

- 3.2 The Purchaser shall not cause nuisance or annoyance to the adjoining purchasers and occupants.
- 3.3 The Purchaser shall indemnify and keep indemnified the Owner and the Promoter against any loss, costs, charges and expenses that it may suffer or incur on account of breach of any law, rules and regulations of the Government or any local authority, or breach of any term or covenant of the Deed or of these presents.
- 3.4 The Purchaser shall pay and discharge in entirety or proportionately (as the case may be) from the deemed date of possession all existing and future municipal rates, taxes, land revenues, assessments, impositions and outgoings (including interest, penalties in case of delayed payment, charges, claims etc.) whatsoever which now are or in the future shall be imposed or charged upon the Apartment and/or the Project constructed thereon and which may be assessed, charged or imposed upon either on the Promoter or the Purchaser or occupier thereof whether in respect of the Apartment or the Project or the Premises erected thereon in accordance with the provisions of relevant laws.
- 3.5 The Purchaser shall comply with all applicable laws, rules and regulations, notifications and circulars for the construction, use, enjoyment and possession of the Apartment and the Project to be erected thereon including but not limited to the sanctioned Plan, and to be solely liable for all breaches and/or defaults in compliance thereof and to keep the Owner and the Promoter saved harmless and indemnified for all losses claims and demands which the Owner and/or the Promoter may suffer or be put to by reason of any breach or alleged breach of this covenant.

- 3.6 The Purchaser shall make regular payments for consumption of electricity, water and other services and/or utilities supplied to or obtained for the Apartment and/or the Project and to keep the Promoter saved harmless and indemnified in this regard. In the event there are any amounts outstanding with respect to water and electricity or any other utilities or facilities or services consumed or availed for the Apartment and/or the Project, the Purchaser shall be liable to make payments for the same to the concerned authority.
- 3.7 The Purchaser shall not use or allow the Apartment for any illegal or immoral purposes or for any noisy or offensive trade or business.
- 3.8 The Purchaser shall not amalgamate, sub-divide or partition the Apartment or any part thereof with any other apartment or apartments within the Project.
- 3.9 The Purchaser shall not bring in or store or allow to be brought in or stored in the Apartment or the Project or the said Premises or any part thereof, any hazardous, inflammable, combustible or explosive substance or any hide, skin or other articles likely to injure or damage the Apartment and/or the other structures constructed on the said Premises and not do or allow to be done on the building anything that may deteriorate the value of the building or the Apartment or the Project or injure the same in anyway, except in accordance with law
- 3.10 The Purchaser shall pay wholly in respect of the Apartment and proportionately in respect of the Common Areas the Maintenance Charges as mentioned in Schedule E hereto, electricity charges, DG Back Up Charges, Reticulated Gas Consumption Charges and all levies, duties, charges, surcharges, rates, taxes and outgoings including GST, betterment and/or development charges under any statute, rule or regulation, electricity charges. The Maintenance Charges that may be and/or become payable at any time (including enhancements thereto and/or new imposition) relating to the

construction, transfer, ownership and/or maintenance of the Apartment and/or relating to this Deed shall be paid by the Purchaser without raising any objection thereto, within 15(fifteen) days of demand being made and the Promoter shall not be liable for the same under any circumstance;

- 3.11 The Purchaser shall get the said Apartment mutated in his/her name and/or separately assessed by the Competent Authority.
- 3.12 The Purchaser shall pay all amounts and deposits that are payable by the Purchaser under this Deed of Conveyance and/or which are the liability of the Purchaser under this Deed of Conveyance even if the same are demanded and/or become payable subsequent to the execution of this Deed of Conveyance.
- 3.13 The Purchaser shall pay all future betterment/development charges etc. relating to the said Apartment and/or the Common Areas.
- 3.14 The Purchaser represents and warrants that it has inspected and understood the Plan and has accepted the floor plan, payment plan and other statements mentioned herein as represented by the Promoter.
- 3.15 The Purchaser shall, after taking possession, be solely responsible to maintain the Apartment at his/her/their/its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the Project which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

- 3.16 The Purchaser shall not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of Building or anywhere on the exterior of the Building comprised in the said Project/said Land. The Purchaser shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design of Building. Further the Purchaser shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Purchaser shall also not remove any wall, including the outer and load bearing wall of the Apartment.
- 3.17 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association and/or Maintenance Agency appointed by the same. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 3.18 The Purchaser has, inter alia, inspected and verified all the documents as also the Plan of the Apartment and the Project and is satisfied as to the Plan and/or the construction of the Building thereof and the condition and description of all fixtures and fittings installed and/or provided therein and also as to the amenities and facilities appertaining to the Apartment and also to the nature, scope and extent of benefit or interest in the Project and/or the Common Areas.
- 3.19 The Purchaser agrees and undertakes to comply with and honour the mutual easements, common rules and restrictions mentioned in this Deed.

4 PAYMENT OF STAMP DUTY AND OTHER CHARGES

- 4.1 All stamp duty, registration fees and other miscellaneous costs and expenses required to be paid or incurred on account and in respect to this Deed shall be borne and paid by the Purchaser.
- 4.2 The Purchaser further agrees to additionally bear and pay the proportionate amount of the applicable stamp duty, registration fee and other legal charges in relation to the registration of the proposed deeds for the purposes of separately conveying the entire Common Areas to the Association as per the terms of this Deed or the directions of the competent authority under WBRERA or any other local law, as may be applicable.
- 4.3 The Purchaser shall pay all taxes, charges, levies and impositions payable as owner or occupier of the Apartment and also proportionate share of all taxes, levies and/or impositions if any, of the Common Areas, payable by the Purchaser and this liability shall be perpetual, even if not mentioned anywhere in any future conveyance or instrument of transfer. All prices, rates, fees and charges etc. mentioned in this Deed of Conveyance are exclusive of any applicable taxes, cess, duties, levies etc. (both present and future) imposed by any appropriate authority (ies) which shall be payable separately by the Purchaser.

THE SCHEDULE A PART I

REFERS TO SAID LAND

ALL THAT the piece and parcel of land measuring an area of 9 Cottahs 15 Chittacks 15 Square Feet be the same a little more or less of Mouza Ibrahimpur comprised in C.S Khatian No.67 C.S Dag No.233 together with proposed G+ IV Storied building to be constructed thereon lying situate at and being Premises No. 52, Sri Ram Thakur Road formerly known as 52, Jadavpur Central Road, Police Station Jadavpur, Kolkata - 700 032 Sub-Registration Office Alipore within the limits of Kolkata Municipal Corporation, in it's Ward No. 096 in the District of 24 Parganas (South) butted and bounded by :

ON THE NORTH : 24 Feet wide Jadavpur Central Road;

ON THE EAST : Property at Premises No: 53 & partly passage of 52/1
Jadavpur Central Road;

ON THE SOUTH : Property at Premises No : 52/1, Jadavpur Central
Road;

ON THE WEST : Property at Premises No : 51, Jadavpur Central Road;

THE SCHEDULE A PART II

REFERS TO DEVOLUTION OF TITLE

W H E R E A S by a registered kobala dated 6th October, 1933 corresponding to 20th Aswin 1340 B.S. and registered with the office of the Sub-Registrar at Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 73 Pages 178 to 182 Being No. 3967 for the year 1933, Karimunessa Bibi Karim Halder and Nafar Halder as Vendors therein sold, transferred and conveyed of ALL THAT piece or parcel of revenue paying land containing an area of 14 (Fourteen) Cottahs 7 (Seven) Chittacks 15 (Fifteen) Square Feet more or less situate at Mouza Ibrahimpur comprised in C.S Khatian No.67 C.S Dag No.233 , Police Station Sadar Tollygunge, now in the District of 24 Parganas now known numbered distinguished as Premises no :52, Jadavpur Central Road, Kolkata-700032 unto and in favour of Sukumar Ghosh

A N D W H E R E A S the said Sukumar Ghosh while thus seized and possessed of or otherwise well and sufficiently entitled ALL THAT piece and parcel of land containing an area of 14 (Fourteen) Cottahs 7 (Seven) Chittacks 15 (Fifteen) Square Feet situate lying at Mouza Ibrahimpur comprised in C.S Khatian No.67 C.S Dag No.233 Police Station Sadar Tollygunge now Jadavpur in the District of 24-Parganas now known numbered and distinguished as 52, Jadavpur Central Road now named as Ram Thakur Road, Kolkata - 700 032 constructed and or

caused to construct a two storied building thereon or thereat (hereinafter referred to as “the Said Land”).

AND WHEREAS the said Sukumar Ghosh thereafter sold transferred and conveyed a portion of the Said Land being land measuring 4 (Four) Cottahs 8 (Eight) Chittacks unto and in favour of Promotha Lal Das since long back and retained the remaining land measuring about 9 (Nine) Cottahs 15 (Fifteen) Chittacks and 15 (Fifteen) Square Feet with the said structure being two storied building standing thereat and hereinafter referred to as the “Said Property and more fully and particularly described in the First Schedule written hereunder”.

AND WHEREAS while in peaceful possession and occupation of the Said Property, the said Sukumar Ghosh died intestate on 14th January, 1983 leaving behind him surviving his widow Indira Ghosh and her three sons i.e (1) Sudhir Kumar Ghosh, (2) Subir Kumar Ghosh and (3) Prabir Kumar Ghosh.

AND WHEREAS the said Subir Kumar Ghosh died intestate on 25th August, 1999 leaving behind him surviving his wife Santana Ghosh, son namely Sumanta Ghosh and mother Indira Ghosh as his only legal heirs, heiress and/or and successors of the said deceased.

AND WHEREAS the said Sudhir Kumar Ghosh died intestate on 5th March, 2001 leaving behind him surviving his wife Rekha Ghosh and mother, Indira Ghosh as his only legal heirs and heiress and/or successors.

AND WHEREAS the said Indira Ghosh died intestate on 17th January, 2003 leaving behind her surviving her son, Prabir Kumar Ghosh and Sumanta Ghosh, her grandson, son of her predeceased son of Subir Kumar Ghosh.

AND WHEREAS the said Prabir Kumar Ghosh a bachelor died intestate on 12th July, 2005 leaving behind him surviving Sri Sumanta Ghosh, son of his predeceased brother, the Subir Kumar Ghosh.

AND WHEREAS as a consequence as aforesaid, the Said Smt Santana Ghosh and Sri Sumanta Ghosh have acquired 7/8th joint Shares in the Said Property and Smt. Rekha Ghosh became the owner of undivided 1/8th share of the Said Property.

AND WHEREAS by an Indenture of conveyance dated 7th day of May, 2007 and registered in the office of the Additional District Sub-Registrar at Alipore, South 24 Parganas and recorded in Book No. I, Volume 196, Page 226 to 239, Being No. 02621 for the year 2007, the said Santana Ghosh and Sumanta Ghosh described as the Vendors therein sold, transferred and conveyed unto and in favour of Risewell Mercantile Private Limited of ALL THAT the undivided 7/8th share or interest of the piece or parcel of revenue paying land hereditaments and Premises together with the two storied brick built building messuage tenement dwelling house and measuring 2381 square feet more or less standing thereon containing an area of 9 (Nine) Cottahs 15 (Fifteen) Chittacks 15 (Fifteen) Square Feet be the same a little more or less of Mouza

Ibrahimpur comprised in C.S Khatian No.67 C.S Dag No.233 lying situate at and being Premises No. 52, Ram Thakur Road formerly known as 52, Jadavpur Central Road, Police Station Jadavpur, Kolkata - 700 032 Sub-Registration Office Alipore within the limits of Kolkata Municipal Corporation, in it's Ward No.096 in the District of 24 Parganas (South) for the consideration mentioned therein, free from all encumbrances and/or alienation whatsoever.

AND WHEREAS the said Rekha Ghosh, now deceased was the owner of remaining 1/8th Share in the Said Property died on 25.02.2014 leaving behind a registered Will dated 19th Day of December, 2002 which was registered with Additional District-Sub-Registrar at Bidhannagar, Salt Lake and recorded in Book No. IV, Volume No.5, Page 10 to 16, being No.00178 for the year 2002 wherein the Said Rekha Ghosh bequeathed her Share in the Said Property unto and in favour of (1) Arup Sirkar alias Arup Sarkar and (2) Gita Sinha Roy alias Gita Bagchi in equal share and appointed (1) Sri Arup Sarkar alias Arup Sairkar and (2) Smt.Gita Sinha Roy alias Gita Bagchi as the joint executor and executrix of the Said Will and take probate of the Said Will either jointly or severally.

AND WHEREAS that in the Said Will, the said Rekha Ghosh, since deceased, described her share as 1/4th share in the Said Property. But actually, by a decree dated 30th Day of July, 2010 in Title Suit No.139 of 2007, it has been adjudged as 1/8th share. as such in this deed 1/16th share, half of the share of Rekha Ghosh is transferred in this deed.

AND WHEREAS the Said Gita Bagchi (Nee Sinha Roy), wife of Prakritish Chandra Bagchi as Executrix applied for probate before the Learned District Delegate at Alipore in respect of Last Will and Testament dated 19.12.2002 of Rekha Ghosh, since deceased, being Act 39 Case No.162 of 2014(P) and the same was objected by Sumanta Ghosh before the Ld. District Delegate in the Said Case and the case was subsequently was subsequently filed before the Learned District Judge at Alipore and transferred to 1st Additional District Judge at Alipore and renumbered as O.S No.9 of 2015 (Said Case). Subsequently The said Sumanta Ghosh filed a consent petition stating that he has no objection to grant of probate of the said Will.

AND WHEREAS after hearing of the said case the Probate of the Last Registered Will of Rekha Ghosh was granted by the 1st Additional District Judge at Alipore being case No. O.S No.9 of 2015 and by virtue of Said Will and Probate (1) Arup Sirkar alias Arup sarkar and (2) Gita Sinha Roy (nee Bagchi), are the joint owners of the respective share of the said Rekha Ghosh, since deceased.

AND WHEREAS thus the said (1) Arup Sirkar alias Arup Sarkar and (2) Gita Sinha Roy (nee Bagchi) each one of them entitled to 1/16th Share in respect of the Said Property.

AND WHEREAS on 09th August 2021 the said Gita Sinha Roy (nee Bagchi) sold, transferred and conveyed to the Owner herein All That the 1/16th undivided share of the Said Property together with 1/16th share of Building lying and situate at being Premises No. 52, Sri Ram Thakur Road formerly known as

52, Jadavpur Central Road, Police Station Jadavpur, Kolkata - 700 032 of Mouza Ibrahimpur comprised in C.S Khatian No.67 C.S Dag No.233 Sub-Registration Office Alipore within the limits of Kolkata Municipal Corporation Ward No. 96 in the District of 24 Parganas unto and in favour of Risewell Mercantile Private Limited morefully described in the First Schedule below (hereinafter referred to as the "Said Share in the Property" . The said deed was registered in the office of the Additional -Registrar of Assurances-I Kolkata and recorded in Book No. I, Volume 1901-2021, Page 266402 to 266433, Being No. 190104616 for the year 2021.

AND WHEREAS on 11th July 2022 the said Sri Arup Sirkar alias Arup Sarkar sold, transferred and conveyed to the Owner herein All That the 1/16th undivided share of the Said Property together with 1/16th share of Building of the property at Premises No. 52, Ram Thakur Road formerly known as 52, Jadavpur Central Road, Police Station Jadavpur, Kolkata - 700 032 of, Mouza Ibrahimpur comprised in C.S Khatian No.67 C.S Dag No.233 Sub-Registration Office Alipore within the limits of Kolkata Municipal Corporation Ward No. 96 in the District of 24 Parganas unto and in favour of Risewell Mercantile Private Limited morefully described in the Second Schedule of that deed and portion of the First Schedule below (hereinafter referred to as the "Said Share in the Property. The said deed was registered in the office of the District Sub Registrar -III at Alipore and recorded in Book No. I, Volume 1603-2022, Page 375604 to 375631, Being No. 160310506 for the year 2022.

AND WHEREAS the Owner mutated it's name in the record of the Kolkata Municipal Corporation having Assessment No. : 210960300518, lying situate at and being Premises No 52, SRI RAM THAKUR ROAD – formerly Jadavpur Central Road, Police Station : Jadavpur, Kolkata 700032 within ward no 96 of the Kolkata Municipal Corporation.

AND WHEREAS while seized and possessed of the aforesaid property, present Owner herein above, is desirous of developing the aforesaid property by constructing building thereon in accordance to the plan as to be sanctioned by The Kolkata Municipal Corporation through a Developer who is capable enough of developing the said premises.

AND WHEREAS in accordance to the aforesaid representation of the Owner and the Developer has agreed to develop the said property at Premises no 52, SRI RAM THAKUR ROAD – formerly Jadavpur Central Road, Police Station : Jadavpur, Kolkata 700032 within ward no 96 of the Kolkata Municipal Corporation .morefully and particularly described in the First Schedule hereunder written. by constructing new building thereon in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation after demolishing the existing building under the terms and conditions hereinafter appearing.

AND WHEREAS on 2nd September Owner and the Developer jointly have entered in to an agreement for development on the terms and conditions as stated therein The said development was. registered in the office of District Sub Registrar -II at Alipore recorded in Book no 1, Volume No 1602-2022 , Pages: 424717 to 424774, Being no 160211846 for the year 2022.

AND WHEREAS subsequently a development power was also executed in favour of the Developer herein . Power of attorney dated 2nd September 2022 registered in the office of District Sub Registrar -II at Alipore recorded in Book no 1, Volume No 1602-2022 , Pages: 424669 to 424697 , Being no 160211863 for the year 2022.

THE SCHEDULE B REFERS

TO SAID APARTMENT

ALL THAT the said ___ self-contained Residential Flat, admeasuring _____ square feet, more or less Carpet Area _____ square feet, more or less Balcony Area and _____ square feet, more or less Open Terrace Area cumulatively admeasuring an area of _____ square feet, more or less. More fully reflected and attached in the plan attached herewith marked with green borders.

ALL THAT ___ no. Covered/Closed/Garage Parking admeasuring _____ square feet, more or less attached in the plan attached herewith marked with green borders.

THE SCHEDULE C REFERS

SPECIFICATIONS

- a. Floor of Rooms : Marble / Vitrified Tiles 4' x 2'
- b. Floor of Kitchen: Marble Slab with Granite Galaxy Black on cooking Platform.
- c. Floor of Living / Dining : Marble Slab with granite polish
- d. Floor of Toilets : : Anti-skid Big Size tiles 600 X 600mm. or Marble.
- e. Toilet Walls : : Tiles up to ceiling height (with border), Kajaria, somani /Johnson/nitco.
- f. Painting & Finishing : Internal face of the walls – Super white or sunbrand etc., J.k. putty or equivalent make finish .
- g. Exterior walls : Weather Coat/ Heritage touch Boundary walls :
Weather Coat
- h. Door Frame : 30 mm Flash door
- i. Window: : Powder coated sliding Aluminium window
- j. Electrical Fitting : Copper wire – Finolex / polycab / Havells or equivalent quality. Switches – Modular, make Crabtree, Havells, M.K, etc.
- k. Sanitary Fittings in toilets: : Light Colour (Wall hanging Commode)
Neycer/Cera/Porceline/Hind ware/ Parryware
- l. Tap, Bibcock, Pillar cock, Jaquar/Johnson or equivalent etc. with commode Shower & telephone shower.

- m. Tata/Medium GI – hot & cold in all toilets including kitchen and wash basin.
- n. Stair Case: Marble with grills and wooden top/Balustrade with polish.
- o. Ground floor: Designed Tiles / Kota Stone
- p. Lobby: Designed marble with granite Finish.
- q. Roof Treatment: Roof tile with treatment of under budding/Citu mosaic/ best quality roof tiles with chemical treatment (with water proofing
- r. Pumps & Motors: Pumps and motors of adequate capacity and reputed make with connection with overhead and underground reservoir.
- s. Main gates of New Building: MS flat/sheet/square bars(Heritage touch)
- t. Lift & Machinery: Automatic Otis/Kone or equivalent mak
- u. Overhead reservoir: RCC
- v. Underground reservoir: Concrete and plastered with chemical treatment.
- w. Common Areas: Crazy Marble /Mosaic

THE SCHEDULE D REFERS
TO COMMON AREAS

- a. Lobbies, staircases and landings of the building.
- b. Stair head room
- c. Lift machine room, chute and lift well of the Said building.
- d. Common installations on the roof above the top floor of the Said building.
- e. Common staff toilet in the ground floor of the Said building.

- f. Overhead water tank, water pipes and sewerage pipes of the Said
- g. Block (save those inside any Unit or attributable thereto).
- h. Drains, sewerage pits and pipes within the Said Block (save those inside any Unit or attributable thereto).
- i. Electrical Installations including wiring and accessories (save those inside any Unit or attributable thereto) for receiving electricity from Electricity Supply Agency to all the Units in the Said Block and Common Portions within or attributable to the Said building.
- j. Lift and lift machinery of the Said building.
- k. Other areas and/or installations and/or equipment's as are provided in the Said building for common use and enjoyment.
- l. Centralized water supply system for supply of water in common to the building.
- m. Main sewer, drainage and sewerage pits and evacuation pipes in Said building.
- n. Pumps and motors for water supply system for both building and Common Portions.
- o. Wiring and accessories for lighting of Common Portions of the Said building.
- p. Lighting arrangement for lighting of common Portions of the Said building.
- q. The ultimate roof of the building.

IN WITNESS WHEREOF the **PARTIES** hereto set and subscribed their respective hands and seal on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

in presence of :

WITNESSES :

1.

As Constituted Attorney of Owner

2.

SIGNATURE OF THE OWNER

**Signature of the
DEVELOPER**

Signature of the PURCHASER

MEMO OF CONSIDERATION

RECEIVED from within-named Allottee/s the Within-mentioned sum of **Rs._____/-** on account of full amount of the Consideration Money by several cheques/Electronic fund transfer of different Drawn in favour of the **DEVELOPER ... Rs._____/-**

(Rupees -----only).

WITNESSES:-

- 1.
- 2.

Signature of DEVELOPER

