

THIS DEED OF SALE is made on this the day of August, Two Thousand Nineteen

B E T W E E N

(1) **ELITE MERCHANTS PVT. LTD.**, a company incorporated under the companies Act, 1956, having its registered office at 2, Rowland Road, Post Office – Lala Lajpat Roy Sarani, Police Station - Ballygunge, Kolkata – 700 020, having PAN AAACE7547D (2) **B.U. GARDENS PVT. LTD.**, a company incorporated under the companies Act, 1956, having its registered office at 2, Rowland Road, Kolkata – 700 020, having PAN AACCB2595A (3) **DEVELOPMENT CORPORATION PVT. LTD.**, a company incorporated under the companies Act, 1956, having its registered office at 2, Rowland Road, Kolkata – 700 020, having PAN AABCD0747K (4) **GOONJA TRADING PVT. LTD.**, a company incorporated under the companies Act, 1956, having its registered office at 2, Rowland Road, Kolkata – 700 020, having PAN AABCG8154B (5) **BHOONATH MARKETING PVT. LTD.**, a company incorporated under the companies Act, 1956, having

its registered office at 2, Rowland Road, Kolkata – 700 020, having PAN AABCB3659C (6) **B.U. FARMS PVT. LTD.**, a company incorporated under the companies Act, 1956, having its registered office at 2, Rowland Road, Kolkata – 700 020, having PAN AACCB2450L (7) **CLARITY MERCHANTILE PVT. LTD.**, a company incorporated under the companies Act, 1956, having its registered office at 2, Rowland Road, Kolkata – 700 020, having PAN AABCC1713E (8) **RIDDHI SIDDHI CONCLAVE PVT. LTD.**, a company incorporated under the companies Act, 1956, having its registered office at 2, Rowland Road, Kolkata – 700 020, having PAN AADCR9605C (9) **RIDDHI SIDDHI COMPLEX PVT. LTD.**, a company incorporated under the companies Act, 1956, having its registered office at 2, Rowland Road, Kolkata – 700 020, having PAN AADCR9606B (10) **SPARTAN CONSULTANTS & FINVEST PVT. LTD.**, a company incorporated under the companies Act, 1956, having its registered office at 2, Rowland Road, Kolkata – 700 020, having PAN AAACS4687G (11) **FIZZA FINVEST PVT. LTD.**, a company incorporated under the companies Act, 1956, having its registered office at 2, Rowland Road, Kolkata – 700 020, having PAN AAACF4417D, all hereinafter collectively called and referred to as the “**OWNERS/VENDORS**” (which expression unless repugnant to the context shall mean and include their successors-in-office, administrators, representatives and assigns) of the **FIRST PART.**

All the companies are represented by one of their directors SRI SANJIV DABRIWAL, son of Sri Dwarka Prasad Dabriwal, residing at 2, Rowland Road, Post Office – Lala Lajpat Roy Sarani, Police Station - Ballygunge, Kolkata – 700 020, having PAN ADEPD7510M

A N D

SRI/SMT

(PAN _____) son/wife of

by nationality – Indian, by fauth – Hindu,

residing at .

Post Office – , Police Station –
Kolkata – 700 0 , hereinafter called and referred to
as the “**PURCHASER**” (which expression unless repugnant to the context shall mean
and include his heirs, executors, administrators, representatives and assigns) of the
SECOND PART.

A N D

GURUKRIPA REALCOM LLP (PAN AAOFG0841K), a company incorporated under the
Companies Act, 1956, having its registered office at 73, Bangur Avenue, Block ‘C’, Ground
Floor, Post Office – Bangur Avenue, Police Station – Lake Town, Kolkata – 700 055,
hereinafter called and referred to as the “**DEVELOPER**” (which expression unless
repugnant to the context shall mean and include its successors-in-office, administrators,
representatives and assigns) of the **THIRD PART.**

The company hereto is represented by its directors (1) SRI YOGESH ROHRA (PAN
ADKPR 3778D), son of late Tirath Das Rohra, residing at 73, Bangur Avenue, Block ‘C’,
Post Office – Bangur Avenue, Police Station – Lake Town, Kolkata – 700 055, and (2) SRI
VIJAY AGARWAL (PAN ADAPA3270F), son of late Kishanchand Agarwal, residing at
5A, Suhasini Ganguly Sarani, Post Office Bhowanipore, Police Station - Kalighat, Kolkata –
700 025, (3) SRI GOPAL AGARWAL (PAN ACXPA6078K), son of late Kishanchand
Agarwal, residing at 5A, Suhasini Ganguly Sarani, Post Office Bhowanipore, Police Station
- Kalighat, Kolkata – 700 025, and (4) SRI SONU ROHRA (PAN AIRPR2484C), son of
Sri Harish Rohra, residing at 73, Bangur Avenue, Block ‘C’, Post Office – Bangur Avenue,
Police Station – Lake Town, Kolkata – 700 055,

WHEREAS

DEVOLUTION OF TITLE :

A.1. One Paharpur Cooling Towers Limited was sole and absolute owner and in peaceful position of Sali land admeasuring 7 kattha 8 chittack more or less comprised in R.S. Dag No. 792, R.S. Khatian No. 525, Mouza – Joka, J.L. no. 21, Police Station - Thakurpukur, Dist. : 24-Parganas South.

2. By virtue of a deed of sale executed on 15.07.2010 said Paharpur Cooling Towers Limited sold conveyed and transferred the aforesaid land in favour of Elite Merchants Pvt. Ltd. (owner no. 1 herein). The deed of sale was registered in the office of the ADSR Behala and recorded in Book No. I, C.D Volume No. 17, Pages 6207 to 6220, Being Deed No. 7025 for the year 2010.

3. After being owner of the aforesaid land Elite Merchants Pvt. Ltd. mutated their name with the Kolkata Municipal Corporation and obtained premises no. 282/29/1/7, Diamond Park, ward No. 144, Kolkata – 700 104 and assessee No. being 71-144-05-0864-2 under Memo No. DM/TNTRD/JK I-II/48-15 Dt. 31.05.2014.

4. Thereafter Elite Merchants Pvt. Ltd. applied for and obtained no objection certificate from land acquisition department as the land is not affected in any L.A. proceedings under Memo No. L.A. (Inf) 968 dt. 18.03.2014.

5. Thereafter Elite Merchants Pvt. Ltd. applied for and obtained no objection certificate from the office of the Urban Land Ceiling Officer Sadar, Alipore, 24-Parganas (South) as the land is not vested under Memo No. 1479/ULC dt. 17.01.2014.

6. Elite Merchants Pvt. Ltd. also mutated their name in the Record of Rights (Porcha) dt. 24.11.2011 under Khatian No. 2949 in L.R. Dag No. 792 having 12 Decimals of land.

7. Elite Merchants Pvt. Ltd. also paid the up to date Khajna (Tax) being No. 2568150 dt. 28.05.2014.

8. Elite Merchants Pvt. Ltd. also applied and obtained conversion certificate being conversion memo no. 6/P/429 dt. 27.03.2014.

B.1. Paharpur Cooling Towers Limited was absolute owner and in peaceful position of Sali land admeasuring 4 kattha 12 chittack more or less comprised in R.S. Dag No. 792, R.S. Khatian No. 525, Mouza – Joka, J.L. no. 21, P.S. Thakurpukur, Dist. : 24-Parganas South

2. By virtue of a Deed of sale executed on 15.07.2010 said Paharpur Cooling Towers Limited sold conveyed and transferred the aforesaid land in favour of B.U. Gardens Pvt. Ltd. (owner no. 2 herein). The deed of sale was registered in the office of the ADSR Behala and recorded in Book No. I, CD Volume No. 17, Pages 6221 to 6234, Being Deed No. 7026 for the year 2010 .

3. After being owner of the aforesaid land said B.U. Gardens Pvt. Ltd. mutated their name with the Kolkata Municipal Corporation and obtained premises no. 282/29/1/2,

Diamond Park, ward No. 144, Kolkata – 700 104 and assessee No. being 71-144-05-0859-9 under Memo No. DM/TNTRD/JK I-II/14-15 dt. 31.05.2014.

4. Thereafter B.U. Gardens Pvt. Ltd. applied for and obtained no objection certificate from Land Acquisition Department as the land is not affected in any L.A. proceedings under Memo No. L.A.(Inf) 968 dt. 18.03.2014.

5. Thereafter B.U. Gardens Pvt. Ltd. applied for and obtained no objection certificate from the office of the Urban Land Ceiling Officer Sadar, Alipore, 24-Pgs. (south) as the land is not vested under Mrmo No. 1479/ULC dt. 17.01.2014.

6. B.U. Gardens Pvt. Ltd.. also mutated their name in the record of Rights (Porcha) dt. 24.11.2011 under Khatian No. 2137 in L.R. Dag No. 792 having 08 Decimals of land.

7. B.U. Gardens Pvt. Ltd.. also paid the up to date khajna (tax) Being no. 2568138 dt. 28.05.2014.

8. B.U. Gardens Pvt. Ltd.. also applied and obtained conversion certificate being conversion memo no. 1/1127 dt. 24.08.2012.

C.1. Paharpur Cooling Towers Limited was the full and absolute owner and in vacant position of Sali land admeasuring 4 kattaha 6 chittack, more or less comprised in R.S. Dag No. 792, R.S. Khatian No. 525, Mouza – Joka, J.L. no. 21, P.S. Thakurpukur, Dist. 24-Parganas South.

2. By virtue of a Deed of Sale executed on 15.07.2010 said Paharpur Cooling Towers Limited sold conveyed and transferred the aforesaid land in favour of Development Corporation Pvt. Ltd., The said deed was registered in the office of the ADSR Behala and recorded in Book No. I, CD Volume No. 17, Pages 6235 to 6248, being deed No. 7027 for year 2010 and thus by virtue of the above purchase M/s. B.U. Gardens Pvt. Ltd. become the absolute owner of the aforesaid land.

3. After being owner of the aforesaid land said Development Corporation Pvt. Ltd., (Company) mutated their name with the Kolkata Municipal Corporation and obtained premises no. being 282/29/1/7, Diamond Park, Ward No. 144, Kolkata – 700 104 and assessee No. being 71-144-05-0864-2 under Memo No. DM/INTRD/JK I-II/48/14-15 dt. 31.05.2014.

4. Thereafter Development Corporation Pvt. Ltd., applied for and obtained No. objection certificate from land acquisition department as the land is not affected in any LA proceedings under Memo no. L.A.(Inf) 968 dt. 18.03.2014.

5. Thereafter Development Corporation Pvt. Ltd., applied for and obtained No objection certificate from the office of the Urban Land Ceiling Officer Sadar, Alipore, 24-Parganas (south) as the land is not vested under Memo No. 1479/ULC dt. 17.01.2014.

6. Development Corporation Pvt. Ltd., also mutated their name in the record of rights (Porcha) dt. 09.12.2011 under Khatian No. 2947 in L.R. Dag No. 792 having 07 decimals of land.

7. Development Corporation Pvt. Ltd., also paid the up to date khajna (Tax) being no. 2568137 dt. 28.05.2014.

8. Development Corporation Pvt. Ltd., also applied and obtained conversion certificate being conversion memo no. 1/1073 dt. 16.08.2012

D. 1. M/s. Paharpur Cooling Towers Limited was the full and absolute owner and in vacant position of Sali land admeasuring 1 kattaha 12 chittack more or less comprised in R.S. Dag No. 792, R.S. Khatian No. 525, Mouza Joka, J.L. No. 21, Police Station - Thakurpukur, Dist.: 24-Parganas South.

2. By virtue of a deed of sale executed on 15.07.2010 said Paharpur Cooling Towers Limited sold conveyed and transferred the aforesaid land in favour of Goonja Trading Pvt. Ltd. (owner no. 4 herein). Said deed was registered in the office of the ADSR Behala and recorded in Book No. I, CD Volume No. 17, Pages 6249 to 6262, Being Deed No. 7029 for the year 2010 and thus by virtue of the above purchase M/s. Development Corporation Pvt. Ltd. become the absolute owner of the aforesaid land.

3. After being owner of the aforesaid land said Goonja Trading Pvt. Ltd. mutated their name with the Kolkata Municipal Corporation and obtained premises No. being 282/29/1/4, Diamond Park, Ward No. 144, Kolkata – 700 104 and Assessee No. being 71-144-05-0861-7 under Memo No. DM/TNTRD/L/JK I –II/009/14-15 dt. 31.05.2014.

4. Thereafter Goonja Trading Pvt. Ltd. applied for and obtained no objection certificate from Land Acquisition Department as the land is not affected in any L.A. proceedings under Memo No. L.A. (Inf) 968 dt. 18.03.2014.

5. Thereafter Goonja Trading Pvt. Ltd. applied for and obtained no objection certificate from the office of the Urban Land Ceiling Officer Sadar, alipore, 24-Pgs. (South) as the land is not vested under Memo no. 1479/ULC dt. 17.01.2014.

6. Goonja Trading Pvt. Ltd.. also mutated their name in the Record of Rights (Porcha) dt. 01.12.2011 under Khatian No. 2940 in L.R. Dag No. 792 having 07 decimals of land.

7. Goonja Trading Pvt. Ltd.. also paid the up to date khajna (Tax) being No. 2568143 dt.. 28.05.2014.

8. Goonja Trading Pvt. Ltd.. also applied and obtained conversion certificate being conversion memo no. 1/1122 dt. 24.08.2012.

E. 1. M/s. Paharpur Cooling Towers Limited was the full and absolute owner and in vacant position of Sali land admeasuring 3 kattaha 9 chittack 25 square feet more or less comprised in R.S. Dag No. 792, R.S. Khatian No. 525, Mouza Joka, J.L. No. 21, P.S. Thakurpukur, Dist.: 24-Parganas South.

2. By virtue of a deed of sale executed on 15.07.2010 said Paharpur Cooling Towers Limited sold conveyed and transferred the aforesaid land in favour of Bhoothnath Marketing Pvt. Ltd. (owner no. 5 herein). The deed was registered in the office of the ADSR Behala and

recorded in Book No. I, CD Volume No. 17, Pages 6263to 6276, Being Deed No. 7030 for the year 2010.

3. After being owner of the aforesaid land said Bhoothnath Marketing Pvt. Ltd. mutated their name with the Kolkata Municipal Corporation and obtained premises No. being 282/29/1/6, Diamond Park, Ward No. 144, Kolkata – 700 104 and Assessee No. being 71-144-05-0863-0 under Memo No. DMTRD/JK I –II/47/14-15 dt. 31.05.2014.

4. Thereafter Bhoothnath Marketing Pvt. Ltd. applied for and obtained no objection certificate from Land Acquisition Department as the land is not affected in any L.A. proceedings under Memo No. L.A. (Inf) 968 dt. 18.03.2014.

5. Thereafter Bhoothnath Marketing Pvt. Ltd. applied for and obtained no objection certificate from the office of the Urban Land Ceiling Officer Sadar, Alipore, 24-Pgs. (South) as the land is not vested under Memo no. 1479/ULC dt. 17.01.2014.

6. Bhoothnath Marketing Pvt. Ltd. also mutated their name in the Record of Rights (Porcha) dt. 01.12.2011 under Khatian No. 2961 in L.R. Dag No. 792 having 06 decimals of land.

7. Bhoothnath Marketing Pvt. Ltd. also paid the up to date khajna (Tax) being No. 2568148 dt. 28.05.2014.

8. Bhoothnath Marketing Pvt. Ltd. also applied and obtained conversion certificate being conversion memo no. 1/596 dt. 07.06.2012.

F. 1. Paharpur Cooling Towers Limited was absolute owner and in vacant position of Sali land admeasuring 3 kattaha 13 chittack 25 square feet more or less comprised in R.S. Dag No. 792, R.S. Khatian No. 525, Mouza Joka, J.L. No. 21, Police Station - Thakurpukur, Dist.: 24-Parganas South.

2. By virtue of a deed of sale executed on 15.07.2010 said Paharpur Cooling Towers Limited sold conveyed and transferred the aforesaid land in favour of B.U. Farms Pvt. Ltd. (owner no. 6 herein). The deed was registered in the office of the ADSR Behala and recorded in Book No. I, CD Volume No. 17, Pages 6277 to 6290, Being Deed No. 7031 for the year 2010.

3. After being owner of the aforesaid land said B.U, Farms Pvt. Ltd (Company) mutated their name with the Kolkata Municipal Corporation and obtained premises No. being 282/29/1/3, Diamond Park, Ward No. 144, Kolkata – 700 104 and Assessee No. being 71-144-05-0860-5 under Memo No. DM/TNTRD/JK I –II/46/14-15 dt. 31.05.2014.

4. Thereafter B.U, Farms Pvt. Ltd applied for and obtained no objection certificate from Land Acquisition Department as the land is not affected in any L.A. proceedings under Memo No. L.A. (Inf) 968 dt. 18.03.2014.

5. Thereafter B.U, Farms Pvt. Ltd applied for and obtained no objection certificate from the office of the Urban Land Ceiling Officer Sadar, Alipore, 24-Pgs. (South) as the land is not vested under Memo no. 1479/ULC dt. 17.01.2014.

6. B.U, Farms Pvt. Ltd. also mutated their name in the Record of Rights (Porcha) dt. 09.12.2011 under Khatian No. 2941 in L.R. Dag No. 792 having 06 decimals of land.

7. B.U, Farms Pvt. Ltd also paid the up to date khajna (Tax) being No. 2568145 dt. 28.05.2014.

8. B.U. Farms Pvt. Ltd also applied and obtained conversion certificate being conversion memo no. 1/1074 dt. 16.08.2012

G. 1. Paharpur Cooling Towers Limited was absolute owner and in vacant position of Sali land admeasuring 1 kattaha 15 chittack 29 square feet more or less comprised in R.S. Dag No. 792, R.S. Khatian No. 525, Mouza Joka, J.L. No. 21, Police Station - Thakurpukur, Dist.: 24-Parganas South.

2. By virtue of registered deed of sale dt. 15.07.2010 said Paharpur Cooling Towers Limited sold conveyed and transferred the aforesaid land in favour of Clarity Mercantile Pvt. Ltd. (owner no. 6 herein). The deed was registered in the office of the ADSR Behala and recorded in Book No. I, CD Volume No. 17, Pages 6291 to 6304, Being Deed No. 7032 for the year 2010 .

3. After being owner of the aforesaid land said Clarity Mercantile Pvt. Ltd mutated their name with the Kolkata Municipal Corporation and obtained premises No. being 282/29/1/5, Diamond Park, Ward No. 144, Kolkata – 700 104 and Assessee No. being 71-144-05-0862-9 under Memo No. DM/TNTRD/L/JK I-II/007/14-15 dt. 04.04.2014.

4. Thereafter Clarity Mercantile Pvt. Ltd applied for and obtained no objection certificate from Land Acquisition Department as the land is not affected in any L.A. proceedings under Memo No. L.A. (Inf) 968 dt. 18.03.2014.

5. Thereafter Clarity Mercantile Pvt. Ltd applied for and obtained no objection certificate from the office of the Urban Land Ceiling Officer Sadar, Alipore, 24-Pgs. (South) as the land is not vested under Memo no. 1479/ULC dt. 17.01.2014.

6. Clarity Mercantile Pvt. Ltd also mutated their name in the Record of Rights (Porcha) dt. 29.11.2011 under Khatian No. 2948 in L.R. Dag No. 792 having 03 decimals of land.

7. Clarity Mercantile Pvt. Ltd also paid the up to date khajna (Tax) being No. 2568144 dt. 28.05.2014.

8. Clarity Mercantile Pvt. Ltd also applied and obtained conversion certificate being conversion memo no. 1/1069 dt. 16.08.2012.

H. 1. Paharpur Cooling Towers Limited was absolute owner and in vacant position of Sali land admeasuring 1 kattaha 2 chittack 22 square feet more or less comprised in R.S. Dag No. 792, R.S. Khatian No. 525, Mouza Joka, J.L. No. 21, Police Station - Thakurpukur, Dist.: 24-Parganas South.

2. By virtue of registered deed of sale executed on 15.07.2010 the said Paharpur Cooling Towers Limited sold conveyed and transferred the aforesaid land in favour of Riddhi Siddhi Conclave Pvt. Ltd. (owner no. 8). The deed was registered in the office of the ADSR Behala

and recorded in Book No. I, CD Volume No. 17, Pages 6305 to 6318, Being Deed No. 7033 for the year 2010.

3. After being owner of the aforesaid land said Riddhi Siddhi Conclave Pvt. Ltd. mutated their name with the Kolkata Municipal Corporation and obtained premises No. being 282/29/1/7, Diamond Park, Ward No. 144, Kolkata – 700 104 and Assessee No. being 71-144-05-0864-2 under Memo No. DMTRD/JK I-II/48/14-15 Dt. 31.05.2014.

4. Thereafter Riddhi Siddhi Conclave Pvt. Ltd. applied for and obtained no objection certificate from Land Acquisition Department as the land is not affected in any L.A. proceedings under Memo No. L.A. (Inf) 968 dt. 18.03.2014.

5. Thereafter Riddhi Siddhi Conclave Pvt. Ltd. applied for and obtained no objection certificate from the office of the Urban Land Ceiling Officer Sadar, Alipore, 24-Pgs. (South) as the land is not vested under Memo no. 1479/ULC dt. 17.01.2014.

6. Riddhi Siddhi Conclave Pvt. Ltd. also mutated their name in the Record of Rights (Porcha) dt. 09.12.2011 under Khatian No. 2962 in L.R. Dag No. 792 having 03 decimals of land.

7. Riddhi Siddhi Conclave Pvt. Ltd. also paid the up to date khajna (Tax) being No. 2568139 dt. 28.05.2014.

8. Riddhi Siddhi Conclave Pvt. Ltd. also applied and obtained conversion certificate being conversion memo no. 1/1121dt. 24.08.2012.

I. 1. M/s. Paharpur Cooling Towers Limited was absolute owner and in vacant position of Sali land admeasuring 5 kattaha 0 chittack 0 square feet more or less comprised in R.S. Dag No. 792, R.S. Khatian No. 525, Mouza Joka, J.L. No. 21, Police Station - Thakurpukur, Dist.: 24-Parganas South.

2. By virtue of a deed of sale executed on 15.07.2010 said Paharpur Cooling Towers Limited sold conveyed and transferred the aforesaid land in favour of Riddhi Siddhi Complex Pvt. Ltd. (owner no. 9 herein). The deed was registered in the office of the ADSR Behala and recorded in Book No. I, CD Volume No. 17, Pages 6319 to 6332, Being Deed No. 7034 for the year 2010.

3. After being owner of the aforesaid land said Riddhi Siddhi Complex Pvt. Ltd. mutated their name with the Kolkata Municipal Corporation and obtained premises No. being 282/29/1/7, Diamond Park, Ward No. 144, Kolkata – 700 104 and Assessee No. being 71-144-05-0864-2 under Memo No. DM/TNTRD/JK I-II/48/14-15 dt. 31.05.2014.

4. Thereafter Riddhi Siddhi Complex Pvt. Ltd. applied for and obtained no objection certificate from Land Acquisition Department as the land is not affected in any L.A. proceedings under Memo No. L.A. (Inf) 968 dt. 18.03.2014.

5. Thereafter Riddhi Siddhi Complex Pvt. Ltd. applied for and obtained no objection certificate from the office of the Urban Land Ceiling Officer Sadar, Alipore, 24-Pgs. (South) as the land is not vested under Memo no. 1479/ULC dt. 17.01.2014.

6. Riddhi Siddhi Complex Pvt. Ltd. also mutated their name in the Record of Rights (Porcha) dt. 29.12.2011 under Khatian No. 2950 in L.R. Dag No. 792 having 08 decimals of land.

7. Riddhi Siddhi Complex Pvt. Ltd.. also paid the up to date khajna (Tax) being No. 2568149 dt. 28.05.2014.

8. Riddhi Siddhi Complex Pvt. Ltd.. also applied and obtained conversion certificate being conversion Memo No. 1/592 dt. 07.06.2012.

J. 1. One Pranati Banerjee and others were absolute owner and in vacant position of Sali land admeasuring 4 kattaha 5 chittack 12.5 square feet more or less comprised in R.S. Dag No. 795, LR dag no. 795/1050, R.S. Khatian No. 503, Mouza Joka, J.L. No. 21, Police Station - Thakurpukur, Dist.: 24-Parganas South.

2. By virtue of a deed of sale executed on 19.04.2010 said Pranati Banerjee and others sold conveyed and transferred the aforesaid land in favour of Spartan Consultants & Finvest Pvt. Ltd. (owner no. 10 herein). The deed was registered in the office of the ADSR Behala and recorded in Book No. I, CD Volume No. 10, Pages 5960 to 5976, Being Deed No. 4056 for the year 2010 .

3. After being owner of the aforesaid land said Spartan Consultants & Finvest Pvt. Ltd. mutated their name with the Kolkata Municipal Corporation and obtained premises No. being 282/29/1/1, Diamond Park, Ward No. 144, Kolkata – 700 104 and Assessee No. being 71-144-05-0858-7 under Memo No. DMTNTRD/JK I-II/45/14-15 dt. 31.05.2014.

4. Spartan Consultants & Finvest Pvt. Ltd. also mutated their name in the Record of Rights (Porcha) dt. 27.01.2012 under Khatian No. 2980 in L.R. Dag No. 795/1050 having 07 decimals of land.

5. The company also paid the up to date khajna (Tax) being No. 2568146 dt. 28.05.2014.

6. Spartan Consultants & Finvest Pvt. Ltd also applied and obtained conversion certificate being conversion Memo No. 1/1072 dt. 16.08.2012.

K. 1. Ms. Pranati Banerjee and others were absolute owners and in vacant position of Sali land admeasuring 4 kattaha 5 chittack 12.5 square feet more or less comprised in R.S. Dag No. 795, L.R. Dag No. 795/1050, R.S. Khatian No. 503, Mouza Joka, J.L. No. 21, Police Station - Thakurpukur, Dist.: 24-Parganas South.

2. By virtue of a deed of sale executed on 19.04.2010 said Ms. Pranati Banerjee and others sold conveyed and transferred the aforesaid land in favour of Fizza Finvest Pvt. Ltd. (owner no. 11 herein). The deed was registered in the office of the ADSR Behala and recorded in Book No. I, CD Volume No. 10, Pages 5454 to 5470, Being Deed No. 4057 for the year 2010.

3. After being owner of the aforesaid land said Fizza Finvest Pvt. Ltd. mutated their name with the Kolkata Municipal Corporation and obtained premises No. being 282/29/1/1, Diamond Park, Ward No. 144, Kolkata – 700 104 and Assessee No. being 71-144-05-0858-7 under Memo No. DM/TNTRD/JK I-II/45/14-15 dt. 31.05.2014.

4. Fizza Finvest Pvt. Ltd.. also mutated their name in the record of rights (Porcha) dt. 27.01.2012 under Khatian No. 2979 in L.R. Dag No. 795/1050 having 07 decimals of land.

5. Fizza Finvest Pvt. Ltd. also paid the up to date khajna (Tax) being No. 2568147 dt. 28.05.2014.

6. Fizza Finvest Pvt. Ltd. also applied and obtained conversion certificate being conversion Memo No. 1/590 dt. 07.06,2012.

10 The owners thus, by virtue of several deeds as aforesaid, became owners in respect of ALL THAT contiguous piece and parcel of land admeasuring 42 katha 9 chittak 44 square feet more or less in aggregate, comprised in L.R. Dag Nos. 792 & 795/1050, L.R. Khatian Nos. 2137, 2940, 2941, 2947, 2948, 2949, 2950, 2961, 2962, 2979 and 2980 under Mouza – Joka , J.L. No. 21, being the Kolkata Municipal Corporation premises Nos. 282/29/1/1, 282/29/1/2, 282/29/1/3, 282/29/1/4, 282/29/1/5, 282/29/1/6 and 282/29/1/7, Diamond Park (present premises no. 282/29/1/1, Diamond Park), under the Kolkata Municipal Corporation ward No. 144, Police Station - Thakurpukur, Kolkata – 700 104, Dist : 24-Pargnas (South), (more fully and particularly described in the first schedule hereunder written and for brevity hereinafter referred to as the **SAID PREMISES**).

11. The vendors and the Developer entered into a joint venture development agreement on 22.09.2015 in respect of the said premises (hereinafter refer to as the **PRINCIPAL AGREEMENT**), for the terms inter alia : (1) the developer would develop the said premises at their own cost (ii) the developer would provide the vendor with 36% of the sanctioned area in the building which includes all the undivided common areas and facilities attached

developer allocation couldn't be determined. Subsequently building plan was sanctioned by permit No. 2019160039 dated 08.05.2019, the vendors and the developer demarcated their respective areas in the following manner by virtue of a supplementary agreement : .

(Arrange from the supplementary agreement)

15. The confirming party has already completed construction of buildings in the said premises in accordance with the said plan named _____
comprising of three blocks, Block I and Block No. II and in Block No. III in the Kolkata Municipal Corporation premises no.282/29/1/1, Diamond Park, under the Kolkata Municipal Corporation ward No. 144, Police Station - Thakurpukur, Kolkata – 700 104, District South 24-Parganas.

16. By an agreement dated _____ (hereinafter be referred to as the **SAID AGREEMENT FOR SALE**) made between the vendors of the first part therein and the confirming party herein (referred to therein as the developer) of the second part and the purchaser herein of the third part whereby the parties therein agreed on the terms inter alia; (i) the confirming party would sell from the said developer's allocation a flat measuring about _____ square feet super built-up area on the _____ floor of the said building in Block ' _____ ' bearing No. " _____ " more fully and particularly described in the second schedule hereunder written and hereinafter be referred to as the **'SAID FLAT'**) which includes undivided proportionate share in the common areas for common use in the said building (more fully and particularly described in the third schedule hereunder written and hereinafter be referred to as the **SAID COMMON SPACES**) and a open car parking

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement for sale and in consideration of the said total sum of **Rs.** **(Rupees**

) only which the purchaser, before execution of these presents, paid to the confirming party for the said property (the receipt whereof the confirming party doth hereby and also by separate receipt hereunder written admit and acknowledge to have received the same) the vendors and the confirming party, in concurrence of each other in terms and in compliance of said agreements doth hereby acquit release and discharge forever the said property comprising of the said flat measuring about square feet super built up area on the floor in the building in Block bearing no. “

” (described in the **second** schedule hereunder written and shown in the plan/map annexed hereto and bordered thereon with ‘RED’ verge) which includes the undivided proportionate share in the common areas and common facilities attached thereto in the said building (the said common areas described in the third schedule hereunder written) and the said open car parking space under roof measuring about **120** square feet on the ground floor of the said building in Block ‘ ’ bearing No. “ ”(more fully and particularly described in the second schedule hereunder written and and shown in the plan/map annexed hereto and bordered thereon with ‘RED’ verge) together with the said undivided proportionate share or interest of land attributable thereto Jspace in the said premises Kolkata Municipal Corporation premises no.282/29/1/1, Diamond Park, under the Kolkata Municipal Corporation ward No. 144, Police Station - Thakurpukur, Kolkata – 700 104, District South 24-Parganasand the vendors and the confirming party, doth hereby grant sell, convey, transfer, assign and assure unto the purchasers the said property TO HAVE AND TO HOLD the said property granted sold conveyed transferred assigned and assured and every part or parts thereof forever, absolutely, and free from all encumbrances whatsoever.

THE VENDORS DOTH HEREBY DECLARE TO THE PURCHASER as follows:-

I. That the vendors have seized and possessed of and are well and sufficiently entitled to the said undivided proportionate share of land hereby sold granted conveyed transferred and assured or expressed so to be and every part thereof for a perfect and indefeasible estate or inheritance thereof without any manner of condition use trust whatsoever. The vendors have good right full power and absolute authority to sell grant convey transfer assign and assure the said undivided share of land with all their estate right title interest property claim and demand whatsoever into or upon the said undivided share unto the purchasers free from all encumbrances trust liens and attachments whatsoever.

II. That the purchasers, shall and will, from time to time and at all times hereafter peaceably and quietly possess and enjoy the said property hereby conveyed and receive rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the vendors or any person or persons lawfully or equitably claiming through under or in trust for them with all right and authority to sell, mortgage, alienate the said property at their discretion.

III. That the said property is free and clear and clearly and absolutely exonerated and discharged from or by the vendors or their predecessors-in-title and well and sufficiently saved defended kept harmless and indemnified of from and against all manner of former or other estates rights titles interests liens charges and encumbrances whatsoever created made done occasioned or suffered

by them or any of their predecessors-in-title or any persons rightfully claiming from under or in trust for them.

IV. That the vendors and all persons claiming any right title or interest in the said undivided share of land through from under or in trust for the vendors shall and will from time to time and at all times hereafter upon every reasonable request and at the cost of the purchasers make do acknowledge and execute or cause to be made done acknowledged and executed all such further acts deeds and things for more perfectly assuring the said undivided share of land hereby conveyed unto the purchasers which may be reasonably required.

V. That the vendors shall not do anything whereby the rights of the purchasers hereunder may be prejudicially affected and shall do all act as may be necessary to ensure the rights available to the purchaser as purchasers and as a co-owners hereunder from the other co-owners.

VI. That the vendors shall, time to time and at all time hereafter upon every reasonable requirements of the purchasers, produce the title deeds, plan and documents in original as referred herein above and supply copy thereof to the purchasers at their cost.

THE CONFIRMING PARTY DOTH HEREBY COVENANT as follows :

I. That the confirming party has neither done any act, deed, matter and things nor has been party to any such act, deeds, matters and things whereby or by reason whereof the confirming party may be prevented from assuring the said property to the purchasers.

II. That the purchasers, shall and will from time to time and at all times hereafter peaceably and quietly possess and enjoy the said property hereby conveyed and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the confirming party or any person or persons lawfully or equitably claiming through under or in trust for them with all right and authority to sell, mortgage, alienate the said property at their discretion.

III. That the confirming party shall and will from time to time and at all times hereafter upon every reasonable request and at the cost of the purchasers make do acknowledge and execute or cause to be made done acknowledged and executed all such further acts deeds and things for more perfectly assuring the said property hereby conveyed unto the purchasers which may be reasonably required.

THE PURCHASERS DOTH HEREBY COVENANT as follows :-

1. That the purchaser shall keep the vendors and the confirming party indemnified against all losses damages in respect of the said property and/or part thereof after taking possession of the said property.

2. That the purchaser shall not do any such act or take any steps whereby the right of the owners and/or occupiers of the other portion of the building may be prejudiced.

3. That the purchaser shall observe fulfill and perform the covenants hereunder written and shall regularly pay and discharge all taxes and impositions for the said property wholly and common expenses proportionately and all other out goings in connection with the said property wholly and the said new building proportionately.

4. That the purchaser will not for any reason whatsoever obstruct the vendors and the confirming party in their transferring their respective allocation in the said building.

5. That the purchaser will use the common space commonly with the other co-owners of the said building.

6. That the Purchaser shall bear and pay proportionate share or rates and taxes in respect of the said property from the date of execution of these present or from the date of taking **delivery** of the said property, which ever is earlier till the said property is separately assessed and/or mutated in the record of the Kolkata Municipal Corporation.

7. That the purchaser shall pay wholly all rents, and impositions in respect of the said property and proportionate in respect of the common portions upon mutation and separate assessment of the said property.

8. That the purchaser shall not any time claim partition of the said undivided proportionate share in the land and/or in the common parts and/or in any of the common areas which the purchaser will enjoy in common with co-owners.

THE PURCHASER SHALL REGULARLY AND PUNCTUALLY PAY the proportionate share of the common expenses as hereunder :

1. all costs of maintenance, opening, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting, the common portions and the common areas of the said building including the outer walls.
2. salary of all persons, employed for the common purpose including security personnel, sweeper, plumber, electrician.
3. all charges and deposits for the common utilities to the said building and/or the said premises.
4. whatsoever taxes payable to the Kolkata Municipal Corporation and/or any other Competent Authority in respect of the said building/premises.
5. cost of formation and operation of association of the flat owners of the building.
6. cost of running, maintaining, repairs and replacement of pumps, transformers and other common installations.
7. cost of running, maintenance, repairs of generator.
8. electricity charges for the electrical energy consumed for the operation of the common services.

9. all litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.

10. all other taxes, expenses, rates, and other levies, etc. as may be necessary or incidental or liable to be paid by the owners in common including such account as may be fixed for creating a fund for replacement, renovation, painting and/or periodic repairing of the common portions.

THE FIRST SCHEDULE AS REFERRED TO ABOVE

(description of the said premises)

ALL THAT piece and parcel of land admeasuring 42 katha 9 chittak 44 square feet more or less in aggregate, comprised in L.R. Dag Nos. 792 & 795/1050, L.R. Khatian Nos. 2137, 2940, 2941, 2947, 2948, 2949, 2950, 2961, 2962, 2979 and 2980 under Mouza – Joka , J.L. No. 21, being the Kolkata Municipal Corporation premises Nos. The agreements made between the vendors and the developer on 282/29/1/1, Diamond Park, under the Kolkata Municipal Corporation Ward No. 144, Police Station - Thakurpukur, Kolkata – 700 104, Dist : South 24-Pargnas, butted and bounded in the following manner :

On the North = by part of R.S. Dag No..792

On the South = by part of R.S. Dag No.792, 796 and 795/1050

On the East = by part of R.S. Dag No. 792, 795/1050 and 24' feet wide road

On the West = by 24' feet wide road

THE SECOND SCHEDULE AS REFERRED TO ABOVE

(description of the said flat and the said car parking space)

ALL THAT flat bearing No. _____, measuring _____ square feet super built-up area, be the same or a little more or less, on the _____ floor of block No.

_____ which includes undivided proportionate share in the common areas and ALL THAT open car parking space measuring 120 square feet, be the same or a little more or less, on the ground floor in the building known and identified as ‘

_____’ comprised in L.R. Dag Nos. 792 & 795/1050, L.R. Khatian Nos. 2137, 2940, 2941, 2947, 2948, 2949, 2950, 2961, 2962, 2979 and 2980 under Mouza – Joka, J.L. No. 21, being the Kolkata Municipal Corporation premises Nos. 282/29/1/1, Diamond Park, under the Kolkata Municipal Corporation Ward No. 144, Police Station - Thakurpukur, Kolkata – 700 104, TOGETHER WITH the undivided proportionate share/interest on the land attributable thereto in the said premises.

The following facilities will be provided with the flat

- (i). A.C. community Hall
- (ii) Stand by Generator
- (iii) Water filtration treatment (iron remover)

The purchasers will enjoy the facilities without paying any extra charges thereof subject to payment of maintenance charge to be fixed by the flat owners’ association/committee/common body.

Interior

CC TV

THE THIRD SCHEDULE AS REFERRED TO ABOVE

(common areas)

R. C. C. Columns,

Under ground water reservoir,

Overhead water tank, boundary wall.

Space for meter and pump,

Passage, courtyard, open areas with all easement rights,

Septic tank,

Stair and stair case, stair top room,

Electric installations ,

Lift, lift well, and

Ultimate roof open to the sky

All other areas to be used commonly by the flat/space owners of the building. .

IN WITNESSES WHEREOF the parties hereto have set and subscribed their respective hands and seal on these presents on the day, month and year as first above written.

W I T N E S S E S :

1.

(VENDORS)

2.

(PURCHASER)

(CONFIRMING PARTY)

Drafted by me and prepared in my office

Advocate (WB/785/1992)

Alipore Judges' Court.

Bar Association Library No. 2,

Kolkata – 700 027

MEMO OF CONSIDERATION

RECEIVED from the within named purchaser the within mentioned sum of Rs. of
Rs. **(Rupees)** **d)** only following
manner:

Bank	Branch	Cheque No.	Date	A m o u n t
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WITNESSES :

1.

(CONFIRMING PARTY)
