

CONVEYANCE

1. **Date :**
2. **Place :** Kolkata
3. **Parties :**
 - 3.1. **OWNERS : ASOK KUMAR BHATTACHARYA**, son of Late Ganesh Chandra Bhattacharya (PAN NO. AVMPB2943H) (MOBILE NO. -----) a citizen of India and at present residing at No. 47, Dr. B. C. Roy Road, P. O. Dakshin Jagaddal, P. S. Sonarpur, District- 24 Parganas (South), Kolkata - 700 151.

- 3.2. **SUJIT KUMAR SEN** son of Late Kamalapada Sen (PAN NO. ATYPS2420F) (MOBILE NO. -----) a citizen of India and at present residing at No. 88, Raja Subodh Chandra Mallick Road, P. O. Naktala, P. S. Netaji Nagar, Kolkata- 700 047
- 3.3. **SANAT NASKAR** son of Kamal Naskar (PAN NO. ABRPN8179P) (MOBILE NO. -----) a citizen of India and at present residing at Mahamayatala Mandir Road, Mahamayatala, P. O. Garia, P. S. Sonarpur, Kolkata- 700 084.
- 3.4. **RANJAN DHALI** son of Late Benoy Dhali (PAN NO. ADSOD8454G) (MOBILE NO. -----) a citizen of India and at present residing at Binoy Giri Apartment, P. O. Garia, P. S. Sonarpur, Kolkata- 700 084.
- 3.5. **SIB SANKAR MONDAL** son of Late Parbati Charan Mondal, (PAN NO. AEZPM2158L) (MOBILE NO. -----) a citizen of India and at present residing at Bimala Apartment, N. S. C. Bose Road, Mahamayatala, P. O. Garia, P. S. Sonarpur, Kolkata- 700 084.
- 3.6. **SMT. RAMA CHAKRABORTY** wife of Biswaranjan Chakraborty (PAN NO. -----) (MOBILE NO. -----) a citizen of India at present residing at Dr. B. C. Roy Road, P. O. Dakshin Jagaddal, P. S. Sonarpur, District-24, Parganas (South)
- 3.7. **STARLITE INFRACON PVT. LTD.**, (PAN NO. AASCS5496D) (CIN NO. U45400WB2013PTC189703) (MOBILE NO. 7003728002) a company incorporated under the Companies Act, 1956 and having its Registered Office at No. 116/1/1, Mahatma Gandhi Road, Kolkata-700 007, P. S. Jorasanko being represented by its Principal Officer Ms. Neelam Singh daughter of Bijali Prasad Singh (PAN NO. -----) (MOBILE NO. ---

-----) working for gain at or from the aforesaid address, duly empowered and authorised on that behalf.

(Collectively Owners and include their respective heirs, successors, legal representatives, successor-in-interest in office and/or assigns as the case may be) (being represented by their constituted Attorney Mudit Poddar duly empowered and authorised on that behalf).

- 3.8. **DEVELOPER : STARLITE INFRACON PVT. LTD.**, (PAN NO. AASCS5496D) (CIN NO. U45400WB2013PTC189703) (MOBILE NO. 9831041000) a company incorporated under the Companies Act, 1956 and having its Registered Office at No. 116/1/1, Mahatma Gandhi Road, Kolkata-700 007, P. S. Jorasanko being represented by its Ms. Neelam Singh daughter of Bijali Prasad Singh (PAN NO. -----) (MOBILE NO. -----) working for gain at or from the aforesaid address, duly empowered and authorised on that behalf.

- 3.9. **ASSOCIATE DEVELOPER : PANCHMUKHI PROMOTERS PVT. LTD.** (PAN NO.AADCP9837E) (CIN NO. U10101WB2006PTC11107) (MOBILE NO. -----) a company incorporated under the Companies Act, 1956 and having its registered office at New Town Square, Suite No. 6,C2, 6th Floor, Spencer Building, Chinnar Park, Rajarhat, Kolkata – 700 136, P. S. Rajarhat being represented by its Director Mr. Sandeep Shah (PAN NO. APRPS6509J) (MOBILE NO. -----) son of Santosh Shah, working for gain and/or carrying on business at or from the aforesaid address and duly empowered and authorised on that behalf.

(Developer and Associate Developer includes their respective successors-in-interest in office and/or assigns and collectively referred to as "Parties").

- 3.10. **PURCHASER :** -----, son of -----
- by faith -----, a citizen of India, and residing at

No. -----, P. S. -----, (PAN NO. -----) (MOBILE NO. -----).

(Purchaser include his/her/their/its heirs, executors, successors, legal representatives, successor-in-interest and assigns).

(Owners, Developer, Associate Developer and Purchaser hereinafter individually referred to as such and collectively as parties.)

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:

4. **SUBJECT MATTER :**

- 4.1. **Said Flat: ALL THAT** residential Flat/Unit No. ----- on the --- floor of Block/Building No. --- of **DNP HEIGHTS** containing by ad-measurement a super built up area of ----- sq. ft. equivalent to carpet area of ----- sq. ft. be the same a little more or less more fully and particularly described and mentioned in the **PART-I** of the **SECOND SCHEDULE** hereunder written **THE SAID FLAT TOGETHER WITH** the car parking space No. --- ---earmarked for the said Flat/Unit and situate in the ground floor of the said premises more fully and particularly described and mentioned in the **PART-II** of the **SECOND SCHEDULE** hereunder written **THE SAID PARKING SPACE** and delineated and shown in the map or plan annexed hereto and enclosed thereon IN Red Border line forming part of the Project named **DNP HEIGHTS** (Said Complex) which is constructed on a plot of land **ALL THAT** That pieces and parcels of land (partly "bastu" and partly "doba" in nature), hereditament and premises situate , lying at Mouza-Jagaddal comprised of Holding No. 47, Dr. B.C. Roy Road, Ward No. 25 (formerly No.23) under Rajpur-Sonarapur Municipality, P.O. Dakshin Jagadal, P.S. and ADSR Office-Sonarapur, District-24-Parganas South and comprised of R. S. Dag No. 3105, corresponding L. R. Dag No. 3143 appertaining to L.R. Khatian No.1315/1 containing an area of 13 Sataks more or

less and part of R. S. Dag No.3106 corresponding to L. R. Dag No.3143 appertaining to L.R. Khatian No.411 containing an area of 24.4 satak out of 77 satak more or less aggregating to 38.4 satak equivalent to 23 Cottahs 3 Chittacks 31 Sq.ft. be the same a little more or less and **ALL THAT** pieces and parcels of "bastu" land containing an area of 15 Cottahas more or less Together with one storied brick-built structures standing thereon and/or on part thereof containing a built up area of 1000 Sq.ft. more or less Together Also With the right of easement for ingress and egress through 20 ft. wide passage from School Road and comprised in R.S. Dag No. 3168 corresponding to L.R. Dag No. 3220 appertaining to R. S. Khatian No. 46 and L.R. Khatian No. 1642 being Municipal Holding Nos. 91,92 and 93, Dr. B.C. Roy Road, Ward No. 25 (formerly No.23) under Rajpur-Sonarpur Municipality, P.O. Dakshin Jagadal, P.S. and ADSR Office-Sonarpur, District-24-Parganas South **ALL THAT** land comprised in R. S. Dag No. 3103 appertaining to R.S.Khatian Nos. 666 and 684/2 measuring about 5 Cottahas 14 Chittacks 1 Sq. ft. of "bastu" land out of 26 decimals contained in the said Dag and **ALL THAT** piece and parcel of "bastu" land comprised in and forming part of R. S. Dag No. 3168 appertaining to R. S. Khatian No. 468 within ward no. 25 of Rajpur Sonarpur Municipality measuring 3 Cottah 12 Chittacks more or less aggregating to 47 Cottahs 3 Chittacks 32 Sq. ft. more or less situate and lying at Mouza-Jagatdal, Touzi Nos. 47, 49, 63, 64 and 68, R. S. No. 233, J.L. No. 1 under Rajpur-Sonarpur Municipality, P.O. Dakshin Jagadal, P.S. and ADSR Office-Sonarpur, District-24-Parganas South And **ALL THAT** the said pieces and parcels of land containing by estimation an aggregate area of 2 Bighas 6 Cottahas 8 Chittacks equivalent to 77 decimals more or less and comprised in R. S, Dag Nos. 3102 and 3103 and 3104 appertaining to R. S. Khatian Nos. 666 and 684/2 TOGETHER WITH the building and/or structure standing thereon or on part thereof being J. L. No. 71, Pargana – Magura, Mouza – Jagatdal, P. S. and Sub-Registry Office –Sonarpur, District – South 24 Parganas, Kolkata-700 151 within Ward No. 25 of Rajpur – Sonarpur Municipality more fully and particularly described and

mentioned in **PART-I** of the **FIRST SCHEDULE** hereunder written (**THE SAID PREMISES**).

- 4.2. **Land Share** : Undivided, impartible, proportionate and variable share in the land contained in the Said Premises, as be attributable and appurtenant to the Said Flat (**Land Share**). The Land Share has been derived by taking into consideration the proportion which the super built up area of the Said Flat bears to the total super built up area of the Said Complex.
- 4.3. **Parking Space** : The right to park 1 (one) car in the covered/ open space on the ground floor in the Said Complex, described in Part-II of the Second Schedule below (Parking Space).
- 4.4. **Share In Common Portions** : Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Premises as be attributable and appurtenant to the Said Flat (**Share In Building Common Portions**), being described in the **THIRD SCHEDULE** hereunder mentioned and such common areas, amenities and facilities (collectively **Building Common Portions**). The Share In Building Common Portions and the Share In Complex Common Portions (collectively **Share In Common Portions**) and the Building Common Portions and the Complex Common Portions, described in the **THIRD SCHEDULE** hereunder (collectively **Common Portions**).
5. **BACKGROUND** :
- 5.1. **Absolute Ownership**: The Owners have represented to the Purchaser that by virtue of the happening of the events and in the circumstances more particularly mentioned and described in the **Part-II** of the **FIRST SCHEDULE** hereunder written (**Devolution of Title**) the Owners have become the full and absolute Joint Owners of the Said Premises free from all encumbrances and had been in uninterrupted peaceful

possession thereof immediately preceding the execution of the development agreement.

- 5.2. **Development Agreement:** For the purpose of developing and commercially exploiting the Said Premises by construction a complex of building or blocks of buildings thereon comprising of self contained flats, apartments, units, showrooms, office spaces (**Collectively Flats/Units**) the Owners entrusted the work of construction and development of the Said Premises to the Developer on the terms, conditions recorded in writing dated 17th October, 2012 (**Development Agreement**). In terms of the development agreement the Developer become entitled to erect and construct building or buildings comprising of Flats or Apartments or Units at its own costs and expenses subject to obtaining building plan duly sanctioned form the appropriate Municipal authorities in the names of the Owners and has further become entitled to sell, transfer, encumber or otherwise alienate and dispose of the Flats, Units, Showrooms, office spaces, parking spaces and other saleable areas in the said building or buildings of the Said Premises in respect of the Owners' allocation comprising of 44% of the total built up area and/or in respect of the Developer's allocation comprising of 56% of the total built up area and to appropriate the entire consideration thereof.
- 5.3. **Sanction Plan:** The Developer has got a building plan being Building Permit No. 1455/CB/29/43, dated 21st November, 2014 sanctioned by Rajpur Sonarpur Municipality subsequently revised building plan being Building Permit No.257/REV/CB/29/36 dated 25.01.2017 being sanctioned by Rajpur Sonarpur Municipality for construction of the building or buildings in the Said Project (**Include all sanctioned/permissible/Vertical/Horizontal/Extensions and modifications made thereto from time to time**).

- 5.4. **Announcement of Sale :** The Developer (acting on behalf of itself and the Owners) has formulated a scheme and announced sale of Flats to prospective Purchasers (**Transferees**).
- 5.5. **Application and Allotment to Purchaser:** The Purchaser, intending to be Transferees, upon full satisfaction of the Owners' title and the Developer's authority to sell, applied for purchase of the Said Flat and Appurtenances and the Developer has allotted the same to the Purchaser, who in due course entered into an agreement dated ----- (**Said Agreement**) for purchase of the Said Flat And Appurtenances, on the terms and conditions contained therein.
- 5.6. **Construction of the Buildings in or upon the Said Premises:** The Developer has completed construction of the buildings in or upon the Said Premises in all respect.
- 5.7. **Conveyance to Purchaser:** In furtherance of the above, the Owners and the Developer are completing the sale of the Said Flats and Appurtenances in favour of the Purchaser, by these presents, on the terms and conditions contained herein.
- 5.8. **Acceptance of Conditions Precedent:** Notwithstanding anything contained in the Said Agreement, the Purchaser confirms that the Purchaser has accepted and agreed that the following are and shall be the conditions precedent to this Conveyance.
- 5.8.1 **Understanding of Scheme by Purchaser:** The undertaking and covenant of the Purchaser that the Purchaser has understood and accepted the under mentioned scheme of development.
- a) **Development of the Project in or upon the Said Premises:** The Developer intends to develop the entirety of the Said Premises in due course and the Purchaser hereby accepts the

same and shall not, under any circumstances, raise any objection or hindrance thereto.

- b) **Sanctioned Plans Independent:** In pursuance of such intention, the Sanctioned Plans of the Said Complex have presently been sanctioned by the concerned municipality.
- c) **Extent of Rights:** The rights of the Purchaser is limited to ownership of (1) the Said Flat (2) the Land Share (3) the right to park in the Parking Space and (4) the Share In Common Portions and the Purchaser hereby accepts the same and the Purchaser shall not, under any circumstances, raise any claim of ownership contrary to the above.
- d) **Common Portions Subject to**
- e) **Change:** The Common Portions within the Said Complex shall always be and remain subject to change and modification, as be deemed fit and necessary by the Developer, to accommodate its future plans regarding the Said Premises/Said Complex and the Purchaser hereby accepts the same and the Purchaser shall not, under any circumstances, raise any objection or hindrance thereto.

5.8.2 **Satisfaction of Purchaser :** The undertaking of the Purchaser to the Owners and the Developer that the Purchaser is acquainted with, fully aware of and is thoroughly satisfied about the title to the Owners, right and entitlement of the Developer in the Said Premises/Said Complex, the Sanctioned Plans, all corresponding papers and/or permissions, the right of the Owners and the Developer to grant this Conveyance, the scheme of development described above and the extent of the rights being granted in favour of the Purchaser and the negative covenants mentioned above and/or in the Said Agreement and/or elsewhere in this Conveyance and the Purchaser hereby accepts the same and shall not raise any objection with regard thereto on any account whatsoever.

- 5.8.3 **Rights Confined to the Said Flat and Appurtenances :** The undertaking of the Purchaser to the Owners and the Developer that the right, title and interest of the Purchaser is confined only to the Said Flat And Appurtenances and the Developer is entitled to deal with and dispose of all other portions of the Said Premises, the Said Building and the Said Complex to third parties at the sole discretion of the Developer, which the Purchaser hereby accepts and to which the Purchaser, under no circumstances, shall be entitled to raise any objection.
- 5.8.4 **Extension/Addition :** The undertaking of the Purchaser to the Developer that notwithstanding anything contained in this Conveyance, the Purchaser has no objection and shall under no circumstances has any objection to the Developer (i) extending, modifying and realigning the extent, area, layout and location of the Said Building/Said Premises/Said Complex including the Common Portions (2) modifying the Sanctioned Plans, as may be necessary in this regard (3) granting to third parties all forms of unfettered and perpetual proportionate right of ownership and use over the Common Portions. It is clearly understood by the Purchaser that the Purchaser shall not have any right to erect any wall/boundary wall in the Said Premises and/or the Said Complex.
- 5.8.5 **Undertaking of the Purchaser :** The Purchaser further undertakes that in consideration of the Owners and the Developer conveying the Said Flat And Appurtenances to the Purchaser, the Purchaser has accepted the above conditions and have granted and shall be deemed to have granted to the Owners, the Developer and all successors-in-interest, unfettered and perpetual easements over, under and above all Common Portions including roads, passages and all open spaces comprised in the Said Premises/Said Complex.
6. **Transfer :**

- 6.1. **Said Flat : ALL THAT** residential Flat/Unit No. ----- on the --- floor of Block/Building No. --- of **DNP HEIGHTS** containing by ad-measurement a super built up area of ----- sq. ft. Equivalent to carpet area _____ sq.ft be the same a little more or less more fully and particularly described and mentioned in the **PART-I** of **SECOND SCHEDULE** hereunder written **TOGETHER WITH** being car parking space No. -----earmarked for the said Flat/Unit and situate in the ground floor of the said premises more fully and particularly described and mentioned in the **PART-II** of **SECOND SCHEDULE** hereunder written and delineated and shown in the map or plan annexed hereto and enclosed thereon in Red Border line forming part of the Project named **DNP HEIGHTS** (Said Complex) which is constructed on a plot of land **ALL THAT** That pieces and parcels of land (partly "bastu" and partly "doba" in nature), hereditament and premises situate , lying at Mouza-Jagaddal comprised of Holding No. 47, Dr. B.C. Roy Road, Ward No. 25 (formerly No.23) under Rajpur-Sonarpur Municipality, P.O. Dakshin Jagadal, P.S. and ADSR Office-Sonarpur, District-24-Parganas South and comprised of R. S. Dag No. 3105, corresponding L. R. Dag No. 3143 appertaining to L.R. Khatian No.1315/1 containing an area of 13 Sataks more or less and part of R. S. Dag No.3106 corresponding to L. R. Dag No.3143 appertaining to L.R. Khatian No.411 containing an area of 24.4 satak out of 77 satak more or less aggregating to 38.4 satak equivalent to 23 Cottahs 3 Chittacks 31 Sq.ft. be the same a little more or less and **ALL THAT** pieces and parcels of "bastu" land containing an area of 15 Cottahas more or less Together with one storied brick-built structures standing thereon and/or on part thereof containing a built up area of 1000 Sq.ft. more or less Together Also With the right of easement for ingress and egress through 20 ft. wide passage from School Road and comprised in R.S. Dag No. 3168 corresponding to L.R. Dag No. 3220 appertaining to R. S. Khatian No. 46 and L.R. Khatian No. 1642 being Municipal Holding Nos. 91,92 and 93, Dr. B.C. Roy Road, Ward No. 25 (formerly No.23) under Rajpur-Sonarpur Municipality, P.O. Dakshin Jagadal, P.S. and ADSR Office-Sonarpur, District-24-Parganas South **ALL THAT** land comprised

in R. S. Dag No. 3103 appertaining to R.S.Khatian Nos. 666 and 684/2 measuring about 5 Cottahas 14 Chittacks 1 Sq. ft. of "bastu" land out of 26 decimals contained in the said Dag and **ALL THAT** piece and parcel of "bastu" land comprised in and forming part of R. S. Dag No. 3168 appertaining to R. S. Khatian No. 468 within ward no. 25 of Rajpur Sonarpur Municipality measuring 3 Cottah 12 Chittacks more or less aggregating to 47 Cottahs 3 Chittacks 32 Sq. ft. more or less situate and lying at Mouza-Jagatdal, Touzi Nos. 47, 49, 63, 64 and 68, R. S. No. 233, J.L. No. 1 under Rajpur-Sonarpur Municipality, P.O. Dakshin Jagadal, P.S. and ADSR Office-Sonarpur, District-24-Parganas South And **ALL THAT** the said pieces and parcels of land containing by estimation an aggregate area of 2 Bighas 6 Cottahas 8 Chittacks equivalent to 77 decimals more or less and comprised in R. S, Dag Nos. 3102 and 3103 and 3104 appertaining to R. S. Khatian Nos. 666 and 684/2 TOGETHER WITH the building and/or structure standing thereon or on part thereof being J. L. No. 71, Pargana – Magura, Mouza – Jagatdal, P. S. and Sub-Registry Office –Sonarpur, District – South 24 Parganas, Kolkata-700 151 within Ward No. 25 of Rajpur – Sonarpur Municipality more fully and particularly described and mentioned in the **PART-I** of the **FIRST SCHEDULE** hereunder written.

- 6.1.1. **Land Share** : The Land Share, being undivided, impartible, proportionate and variable share in the land contained in the Said Premises, as be attributable and appurtenant to the Said Flat.
- 6.1.2. **Parking Space** : The Parking Space being the right to park 1(one) car, in the covered / open space on the ground floor in the Said Complex more fully and particularly described and mentioned in the **PART-II** of the **SECOND SCHEDULE** hereunder written.
- 6.1.3. **Share In Common Portions** : The Share In Common Portions, being the undivided, impartible, proportionate and variable

share and/or interest in the Common Portions, as be attributable and appurtenant to the Said Flat, the Common Portions being described in the **THIRD SCHEDULE** hereunder written.

7. **Consideration and Payment :**

7.1 **Consideration :** The aforesaid transfer of the Said Flat And Appurtenances is being made by the Owners and the Developer in consideration of a sum of Rs. -----(Rupees-----only) paid by the Purchaser to the Owners and the Developer as the case may be, receipt of which the Owners and the Developer hereby and by the Receipt of Consideration below, admit and acknowledge.

8. **Terms of Transfer :**

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

- (a) The right, title, interest and authority of the Owners and the Developer in respect of the Said Premises, the Said Building and the Said Flat And Appurtenances.
- (b) The Sanctioned Plans sanctioned by the concerned municipality.
- (c) The construction and completion of the Said Building, the Common Portions, the Said Flat and the Parking Space including the quality, specifications, materials, workmanship and structural stability thereof.

8.2 **Measurement :** The Purchaser has measured the area of the Said Flat and are satisfied regarding the same and agree and covenant not to ask for any details or question the computation of area or make any claims in respect thereof.

8.3 **Salient Terms** : The transfer of the Said Flat And Appurtenances being effected by this Conveyance is :

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

8.3.2 **Absolute** : Absolute, irreversible and in perpetuity.

8.3.3 **Free from Encumbrances** : Free from all encumbrances of any and every nature whatsoever including but not limited to lispendens, attachments, liens, charges, mortgages, trusts, debutters, reversionary rights, residuary rights, claims and statutory prohibitions.

8.3.4 **Benefit of Common Portions** : Subject to the terms and conditions of this conveyance, together with proportionate ownership, benefit of user and enjoyment of the Common Portions described in the **THIRD SCHEDULE** hereunder written, in common with the other co-owners of the Said Building, including the Owners and the Developer (if the Owners and/or the Developer retain any Flat in the Said Building).

8.4 **Subject to** : The transfer of the Said Flat And Appurtenances being effected by this Conveyance is subject to :

8.4.1 **Payment of Rates & Taxes** : The Purchaser regularly and punctually paying costs, expenses, deposits and charges for concerned municipality tax, Land Revenue (Khazna), surcharges, levies, cess, etc. (collectively **Rates & Taxes**), as be assessed for the Said Flat And Appurtenances.

The Purchaser shall further be unequivocally liable for all taxes and statutory duties on account of GST, TDS and/or any other duties and/or impositions that may be made applicable on account of the consideration paid or payable in respect of the Flat or Unit intended to be acquired and purchased.

8.4.2 **Payment of Maintenance Charge** : The Purchaser regularly and punctually paying proportionate share (**Maintenance Charge**) in the common expenses for maintenance and upkeep of the Common Portions and the Specified Facilities, indicatively described in the **FOURTH SCHEDULE** hereunder written (collectively **Common Expenses/Maintenance Charge**).

8.4.3 **Stipulations** : Observance, performance and acceptance of the easements, quasi-easements and other stipulations (collectively **Stipulations**), described in the **FIFTH SCHEDULE** hereunder written.

8.4.4 **Observance of Covenants** : The Purchaser observing, performing and accepting the stipulations regulations and covenants (collectively **Covenants**), described in the **SIXTH SCHEDULE** hereunder written.

8.4.5 **Indemnification by the Purchaser** : Indemnification by the Purchaser about the Purchaser in faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Purchaser hereunder as well as under the Said Agreement. The Purchaser agrees to keep indemnified the Owners and the Developer and/or their successors-in-interest, of, from and against any losses, damages, costs, charges and expenses which may be suffered by the Owners and the Developer and/or their successors-in-interest by reason of any default of the Purchaser.

9. **Possession** :

9.1 **Delivery of Possession** : Khas, vacant, peaceful, satisfactory, acceptable and physical possession of the Said Flat and Appurtenances has been handed over by the Developer to the Purchaser, which the Purchaser admits, acknowledges and accepts.

10. **Outgoings** :

10.1 **Payment of Outgoings** : All panchyat taxes on the Said Flat And Appurtenances, relating to the period till the date of expiry of the notice of possession of the Said Flat And Appurtenances to the Purchaser (**Date of Possession**), whether as yet demanded or not, shall be borne, paid and discharged by the Developer and all liabilities, outgoings, charges, taxes and levies relating to the Said Flat and Appurtenances from the Date of Possession shall be borne, paid and discharged by the Purchaser.

11. **Holding Possession** :

11.1 **Purchaser Entitled :** The Owners and the Developer hereby covenant that the Purchaser 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 Appurtenances 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 Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Owners and the Developer or any person lawfully or equitably claiming any right or estate therein from, under or in trust from the Owners and the Developer.

12. **Further Acts :**

12.1 **Owners and Developer to do :** The Owners and the Developer hereby covenant that the Owners and the Developer or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchaser and/or successors-in-interest of the Purchaser, do 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 Purchaser to the Said Flat And Appurtenances.

13. **Further Construction :**

13.1 **Roof Rights :** A demarcated portion of the top roof of the Said Building shall remain common to all residents of the Said Building (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in the Common Roof and the balance of the top roof of the Said Building shall belong to the Developer with right of exclusive transfer and the Purchaser specifically agrees not to do any act which prevents or hinders such transfer. Notwithstanding the demarcation of the top roof of the Said Building as aforesaid, the Developer shall always have the right of further construction on the entirety of the top roof and the Purchaser specifically agrees not to do any act, which prevents or hinders such constructions. After such construction, the roof above such construction shall again have a Common Roof for common use of all residents of the Said Building.

14. **General :**

14.1. **Conclusion of Contract :** The Parties have concluded the contract of sale in respect of the Said Flat And Appurtenances by this Conveyance after having exhaustively and comprehensively satisfied each other with regard to their respective rights, duties and obligations, statutory as well as contractual. Hence, any claim, under law or equity, shall be barred and shall not be maintainable by the Parties against each other in future.

14.2. **Over Riding Effect :** It is clarified that this Conveyance shall supersede and/or shall have over riding effect on the Said Agreement and/or any other documents executed prior to the date of this Conveyance.

15. **Interpretation :**

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

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

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

15.4 **Documents :** A reference to a document includes all amendment and supplement to, or replacement or novation of that document.

FIRST SCHEDULE ABOVE REFERRED TO
(PART-I)
(SAID PREMISES)

ALL THAT That pieces and parcels of land (partly "bastu" and partly "doba" in nature), hereditament and premises situate , lying at Mouza-Jagaddal comprised of Holding No. 47, Dr. B.C. Roy Road, Ward No.

25 (formerly No.23) under Rajpur-Sonarapur Municipality, P.O. Dakshin Jagadal, P.S. and ADSR Office-Sonarapur, District-24-Parganas South and comprised of R. S. Dag No. 3105, corresponding L. R. Dag No. 3143 appertaining to L.R. Khatian No.1315/1 containing an area of 13 Sataks more or less and part of R. S. Dag No.3106 corresponding to L. R. Dag No.3143 appertaining to L.R. Khatian No.411 containing an area of 24.4 satak out of 77 satak more or less aggregating to 38.4 satak equivalent to 23 Cottahs 3 Chittacks 31 Sq.ft. be the same a little more or less and **ALL THAT** pieces and parcels of "bastu" land containing an area of 15 Cottahas more or less Together with one storied brick-built structures standing thereon and/or on part thereof containing a built up area of 1000 Sq.ft. more or less Together Also With the right of easement for ingress and egress through 20 ft. wide passage from School Road and comprised in R.S. Dag No. 3168 corresponding to L.R. Dag No. 3220 appertaining to R. S. Khatian No. 46 and L.R. Khatian No. 1642 being Municipal Holding Nos. 91,92 and 93, Dr. B.C. Roy Road, Ward No. 25 (formerly No.23) under Rajpur-Sonarapur Municipality, P.O. Dakshin Jagadal, P.S. and ADSR Office-Sonarapur, District-24-Parganas South **ALL THAT** land comprised in R. S. Dag No. 3103 appertaining to R.S.Khatian Nos. 666 and 684/2 measuring about 5 Cottahas 14 Chittacks 1 Sq. ft. of "bastu" land out of 26 decimals contained in the said Dag and **ALL THAT** piece and parcel of "bastu" land comprised in and forming part of R. S. Dag No. 3168 appertaining to R. S. Khatian No. 468 within ward no. 25 of Rajpur Sonarapur Municipality measuring 3 Cottah 12 Chittacks more or less aggregating to 47 Cottahs 3 Chittacks 32 Sq. ft. more or less situate and lying at Mouza-Jagatdal, Touzi Nos. 47, 49, 63, 64 and 68, R. S. No. 233, J.L. No. 1 under Rajpur-Sonarapur Municipality, P.O. Dakshin Jagadal, P.S. and ADSR Office-Sonarapur, District-24-Parganas South And **ALL THAT** the said pieces and parcels of land containing by estimation an aggregate area of 2 Bighas 6 Cottahas 8 Chittacks equivalent to 77 decimals more or less and comprised in R. S, Dag Nos. 3102 and 3103 and 3104 appertaining to R. S. Khatian Nos. 666 and 684/2 TOGETHER WITH the building and/or structure standing thereon or on part thereof being J. L. No. 71, Pargana – Magura, Mouza – Jagatdal, P. S. and Sub-Registry Office –Sonarapur, District – South 24 Parganas, Kolkata-700 151 within Ward No. 25 of

Rajpur – Sonarpur Municipality **Together With** building or structures standing thereon or on part thereof and butted and bounded in the manner hereinafter :

ON THE NORTH : By

ON THE SOUTH : By

ON THE EAST : By And

ON THE WEST : By

FIRST SCHEDULE ABOVE REFERRED TO
(PART-II)
(DEVOLUTION OF TITLE)

- A. At all material times one Abinash Chandra Chakraborty was seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute Owner of **ALL THAT** piece and parcel of Bastu, Bagan and Doba land containing an aggregate area of 14 Satak equivalent to 8 cottahs 7 chittacks and 23 sq. ft. more or less and comprised in RS Dag No. 3105 corresponding to LR Dag No. 3142 containing an area of 14 satak appertaining to LR Khatian No. 1315/1 and part of RS Dag No. 3106 corresponding to LR Dag No. 3143 containing an area of 77 satak and appertaining to LR Khatian No. 411.
- B. That the said Abinash Chandra Chakraborty installed a private family deity SREE SREE RAJ BALLAV SHIB THAKUR in a part of the said premises comprised RS Dag No. 3105 LR Dag No. 3142 and continued to carry on the daily seba puja at his own costs and expenses without creating and/or executing any formal Deed of Trust or Debutter for installation of the said deity and/or performance of the daily seba puja.
- C. The said Abinash Chandra Chakraborty who during his life time was a Hindu governed by Dayabhaga School of Hindu Law died intestate leaving behind him surviving this two daughters Smt. Radha Rani Bhattacharjee and Smt. Provati Chakraborty as his only legal heiresses, under the Hindu Law of Succession his wife Smt. Nirmal Nalini Chakraborty having predeceased him.

- D. By virtue of intestate succession Ganesh Chandra Bhattacharya and Sunil Kumar Bhattacharjee both sons of Smt. Radha Rani Bhattacharjee and Amar Chakraborty son Smt. Provati Chakraborty assumed the office of Shebaitship of the said Deity being the male legal heirs or representative of the deceased Shebait.
- E. The said Sunil Kumar Bhattacharya and Amar Chakraborty did not perform any seba puja and relinquished their respective rights unto and in favour of Ganesh Chandra Bhattacharya by two several Bengali Deeds of Conveyance dated 14th July, 1953 and 12th October, 1955 and registered in the office of the Sub-Registrar Baruipur and recorded in Book No. I, Being Deed No. 5592 for the year 1953 and recorded in Book No. I, Being Deed No. 6894 for the year 1955 respectively.
- F. The said Ganesh Chandra Bhattacharya thereafter out of his own will and volition continued act as the sole sebait of SREE SREE RAJ BALLAV SHIB THAKUR until the time mentioned hereafter.
- G. After retirement from service it became difficult on the part of the said Ganesh Chandra Bhattacharya to continue to carry on the daily seba puja and in the circumstances he had no option but filed an application under Sections 34 and 36 of the Indian Trust Act praying seeking permission from the Court of the District Judge at Alipore so as to sell and transfer the said land held by the said Deity for the welfare and benefit and seba puja of the deity on such terms as to the Ld. Court would deem fit and proper and the said application was registered as Misc. Case No. 267 of 1988.
- H. By an order dated 19th November, 1988 Sri G. R. Bhattacharjee, District Judge at Alipore disposed of the said matter being Misc. Case No. 267 of 1988 thereby observed that the Debutter created as aforesaid is a private Debutter and as such no permission of the Court is necessary in Law, and accordingly by the said order the said Ganesh Chandra Bhattacharya was granted leave to deal with the said premises at his discretion for the welfare and benefit of the said Deity.
- I. The said Ganesh Chandra Bhattacharya who during his life time was a Hindu governed by Dayabhaga School of Hindu

Law died intestate leaving behind him surviving his wife Smt. Nandarani Bhattacharya, son Asok Kumar Bhattacharya and daughters Smt. Rekha Chakraborty, Smt. Rita Bhattacharya and Smt. Nipa Bhattacharya as also Ashis Chakraborty, Manas Chakraborty and Suman Chakraborty all being sons of his predeceased daughter Smt. Reba Chakraborty as his only legal heirs and heiresses under the Hindu Law of Succession who thus inherited the said premises jointly and in equal 1/6th share each save that the last three named persons jointly acquired and undivided 1/6th part or share therein.

- J. The heirs and legal representatives of the said Ganesh Chandra Bhattacharya, deceased mutually agreed to deal with and dispose of the said premises and to utilize the part of the consideration derived from RS Dag No. 3106 for the betterment and welfare of SREE SREE RAJ BALLAV SHIB THAKUR.
- K. It is further mutually agreed by the legal heirs and representatives of Ganesh Chandra Bhattacharya, deceased that all other heirs and legal representatives namely Smt. Nandarani Bhattacharya, Smt. Rekha Chakraborty, Smt. Rita Bhattacharya and Smt. Nipa Bhattacharya as also Ashis Chakraborty, Manas Chakraborty and Suman Chakraborty would release and relinquish their right and interest in or upon the said premises unto and in faovur of Asok Kumar Bhattacharya absolutely and forever so as to empower him to deal with the said premises and assume the office of the Shebait for such purpose so as to enable them to carry out the daily seba puja of the said Deity.
- L. The said Smt. Nandarani Bhattacharya, Smt. Rekha Bhattacharya, Smt. Rita Bhattacharya and Smt. Nipa Bhattacharya as also Ashis Chakraborty, Manas Chakraborty and Suman Chakraborty have recorded their intention of releasing and relinquishing their share or interest in the said premises absolutely and forever in favour of the Owner herein by several affidavits affirmed by each of them before the Ld. Chief Metropolitan Magistrate, Kolkata.
- M. Thus, the said Owner No. 1 became seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute Owner of **ALL THAT** pieces and parcels of Land comprised in RS Dag No. 3105 corresponding to LR Dag No.

3142 appertaining to LR Khatian No. 1315/1 containing an area of 14 satak be the same a little more or less and Part of RS Dag No. 3106 corresponding to LR Dag No. 3143 appertaining to LR Khatian No. 411 containing an area of 24.4 satak out of 77 satak more or less aggregating to 38.4 satak equivalent to 23 cottahs 3 chittacks and 31 sq. ft. more or less and more fully and particularly described and mentioned in the **FIRST SCHEDULE** thereunder written and hereinafter for the sake of brevity referred to as the "Said Premises".

- N. By an agreement for development dated 26th April, 2017 and made between the said Owner No. 1 therein described as the Owner and the Developer herein therein described as the Developer and registered in the office of the ARA-I, Kolkata and recorded in Book No. I being Deed No. 190102454 for the year 2017 the said Owner No. 1 and the Developer hath entered into a scheme of development on the terms, conditions and stipulations more fully and particularly described and mentioned therein whereby and whereunder the Owner No. 1 became entitled to 26% of the total built up area and the remaining 74% of the total built up area would belong to the Developer concerning the Development and/or erection of building or buildings in or upon the **First Plot of Land** or proportionate to the **First Plot of Land**.
- O. At all material times one Anjulekha Guha of No. 25, Pratapditya Place, Kolkata- 700 026 was seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute Owner of **ALL THAT** piece and parcel of Bastu Land measuring 5 cottahs more or less Together with a building sanding thereon and/or on part thereof along with the right of easement over a 10 ft. wide passage situate and lying at Mouza-Jagaddal, JL No. 71, RS 233, Pargana-Magura, P. S. & ADSR Sonarpur, being part of Holding No. 93 of Dr. B. C. Roy Road, Ward No. 25 (formerly 23) under Rajpur Sonarpur Municipality and comprising in RS Dag No. 3168 corresponding to LR Dag No. 3220 appertaining to RS Khatian No. 46 corresponding to LR Khatian No. 1642 and surrounded by boundary wall Together With all rights of easements of entrance and exit through the 22 ft wide municipal road and hereinafter referred to as the said First Lot Premises.
- P. At all material Smritlekha Guha of No. 25, Pratapditya Place, Kolkata- 700 026 was seized and possessed of or otherwise

well and sufficiently entitled to as the full and absolute Owner of **ALL THAT** piece and parcel of Bastu Land measuring 5 cottahs more or less Together With 20 years old building and/or structure standing thereon containing a built up area of 1000 sq. ft. more or less along with the right of easement over a 10 ft. wide passage situate and lying at Mouza-Jagaddal, JL No. 71, RS 233, Pargana-Magura, P. S. & ADSR Sonarpur, being part of Holding No. 93 of Dr. B. C. Roy Road, Ward No. 25 (formerly 23) under Rajpur Sonarpur Municipality and comprising in RS Dag No. 3168 corresponding to LR Dag No. 3220 appertaining to RS Khatia No. 46 corresponding to LR Khatian No. 1642 hereinafter referred to as the said Second Lot Premises.

- Q. At all material times Anjulekha Guha and Smritilekha Guha of No. 25, Pratapditya Place, Kolkata- 700 026 were jointly seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute joint Owners of **ALL THAT** piece and parcel of Bastu Land measuring 5 cottahs more or less along with the right of easement over a 10 ft. wide passage situate and lying at Mouza-Jagaddal, JL No. 71, RS 233, Pargana-Magura, P. S. & ADSR Sonarpur, being part of Holding No. 93 of Dr. B. C. Roy Road, Ward No. 25 (formerly 23) under Rajpur Sonarpur Municipality and comprising in RS Dag No. 3168 corresponding to LR Dag No. 3220 appertaining to RS Khatia No. 46 corresponding to LR Khatian No. 1642 and surrounded by boundary walls Together With all rights of easements of entrance and exit through the 22 ft wide school road and hereinafter referred to as the said Third Lot Premises.
- R. By a deed of conveyance dated 8th September, 2010 and made between Smt. Anjulekha Guha and Smt. Smritilekha Guha therein described as the Vendors of the One Part and the Vendors herein therein described in the Purchasers of the Other Part and registered in the office of the ADSR Sonarpur and recorded in Book No. I, being Deed No. 10645 for the year 2010 the said Smt. Anjulekha Guha and Smt. Smritilekha Guha for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured unto and in favour of the Vendors herein All That the said Third Lot Premises absolutely and forever.

- S. By a further deed of conveyance dated 8th September, 2010 and made between Smt. Anjulekha Guha therein described as the Vendor of the One Part and the Vendors herein therein described in the Purchasers of the Other Part and registered in the office of the ADSR Sonarpur and recorded in Book No. I, being Deed No. 10646 for the year 2010 the said Smt. Anjulekha Guha for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured unto and in favour of the Vendors herein All That the said First Lot Premises absolutely and forever.
- T. By a deed of conveyance dated 8th September, 2010 and made between Smt. Smritilekha Guha therein described as the Vendor of the One Part and the Vendors herein therein described in the Purchasers of the Other Part and registered in the office of the ADSR Sonarpur and recorded in Book No. I, being Deed No. 10647 for the year 2010 the said Smt. Smritilekha Guha for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured unto and in favour of the Vendors herein All That the said Second Lot Premises absolutely and forever.
- U. Thus the Owners herein jointly became absolutely seized and possessed of or otherwise well and sufficiently as the full and absolute joint owners of **ALL THAT** piece and parcel of Bastu Land Together With one storied building containing a built up area 1000 sq. ft. be the same a little more or less standing thereon and/or on part thereof as also the right of easement for ingress and egress through the 20 ft. passage from the School Road and containing by estimation an area of 15 cottahs be the same a little more or less situate and lying at Mouza-Jagaddal, JL No. 71, RS No. 233, Pargana-Magura, P. S. & ADSR Sonarpur, being Holding Nos. 91, 92 and 93 of Dr. B. C. Roy Road, Ward No. 25 (formerly 23) under Rajpur Sonarpur Municipality and comprising in RS Dag No. 3168 corresponding to LR Dag No. 3220 appertaining to RS Khatian No. 46 corresponding to LR Khatian No. 1642 more fully and particularly described and mentioned in the **FIRST SCHEDULE** thereunder written and and referred to as the Said Premises.
- V. The Developer herein is seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute Owner of ALL THAT pieces and parcels of contiguous and adjacent

land to the Said Premises containing by estimation an aggregate area of 2 Bighas 6 cottahs and 8 chittacks equivalent to 77 decimals more or less and comprised in RS Dag Nos. 3102, 3103, 3104 corresponding to LR Dag Nos. 3139, 3140 and 3141 appertaining to RS Khatian Nos. 666 and 684/2, J. L. No. 71, Pargana-Magura, Mouza-Jgaddal, P. S. and Sub-registry office Sonarpur, District- 24 Parganas (South) within Ward No. 25 of Rajpur Sonarpur Municipality hereinafter referred to as the Adjacent Premises.

- W. The Developer with the intention of beneficial use and utilization of the adjacent premises constructed new building or buildings thereon comprising of several independent self contained flats and/or apartments and/or office spaces and/or shop rooms including car parking spaces for residential and commercial uses for commercial exploitation thereof.
- X. By an agreement for development dated 20th March, 2017 and made between the said Owner Nos. 2 to 5 therein described as the joint Owners and the Developer herein therein described as the Developer and registered in the office of the ARA-I, Kolkata and recorded in Book No. I being Deed No. 190101877 for the year 2017 the said Owner Nos. 2 to 5 and the Developer hath entered into a scheme of development on the terms, conditions and stipulations more fully and particularly described and mentioned therein whereby and whereunder the Owner Nos. 2 to 5 became entitled to 40% of the total built up area and the remaining 60% of the total built up area would belong to the Developer concerning the Development and/or erection of building or buildings in or upon the **Second Plot of Land** or proportionate to the **Second Plot of Land**.
- Y. At all material times Debendra Narayan Das Kayal, Dwijendra Narayan Das Kayal and Lokendra Narayan Das Kayal were seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute joint Owners of ALL THAT piece and parcel of Bagan Land situate and lying at Mouza-Jagatdal and comprised in J. L. No. 71, RS Dag Nos. 3102 and 3103 appertaining to RS Khatian Nos. 666, 689/2, P. S. Sonarpur, District-24 Parganas (South) measuring 17 cottahs be the same a little more or less.

- Z. By a Deed of Conveyance dated 20th January, 1961 and made between the said Debendra Narayan Das Kayal & Ors. therein described as the Vendors of the One Part and Smt. Aruna Devi therein described as the Purchaser of the Other Part and registered in the Sub-Registry Office at Baruipur and recorded in Book No. I, being Deed No. 372 for the year 1971 the said Debendra Narayan Das Kayal & Ors. for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured ALL THAT the said Bagan Land measuring 17 cottahs unto and in favour of the Purchaser.
- AA. By a Deed of Conveyance dated 21st September, 1981 and made between the Smt. Aruna Devi therein described as the Vendor of the One Part and Smt. Arpita Ganguly therein described as the Purchaser of the Other Part and registered in the office of the DSR-Alipore and recorded in Book No. I, being Deed No. 10790 for the year 1981 the said Smt. Aruna Devi for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured ALL THAT the said Bagan Land measuring 17 cottahs unto and in favour of the Purchaser.
- BB. By a Deed of Conveyance dated 18th May, 1989 and made between Smt. Arpita Ganguly therein described as the Vendor of the One Part and Smt. Shanti Guha therein described as the Purchaser of the Other Part and registered in the office of ADSR-Alipore and recorded in Book No. I, being Deed No. 6440 for the year 1989 the Smt. Arpita Ganguly for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured unto and in favour of the Purchaser of **ALL THAT** carved out demarcated piece and parcel of Bagan Land measuring 11.43 cottahs more or less out of 17 cottahs situate and lying at Mouza-Jagaddal, Touzi Nos. 47, 49, 64, 64 and 68 and comprised in RS Dag Nos. 3102 and 3103 appertaining to RS Khatian Nos. 666, 684/2 within Rajpur Sonarpur Municipality, P. S. and Sub-Registry Office Sonarpur, 24 Parganas (South).
- CC. By a Deed of Conveyance dated 18th May, 1989 and made between Smt. Arpita Ganguly therein described as the Vendor of the One Part and Kunal Guha therein described as the Purchaser of the Other Part and registered in the office of ADSR-Sonarpur and recorded in Book No. I, being Deed No.

6440 for the year 1989 the said Smt. Arpita Ganguly for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured unto and in favour of the Purchaser of **ALL THAT** the divided and demarcated part of Bagan Land measuring 5 cottahs 14 chittacks and 1 sq. ft. equivalent to 5.57 cottahs more or less situate and lying at Mouza-Jagaddal, Touzi Nos. 47, 49, 64, 64 and 68 and comprised in RS Dag Nos. 3102 and 3103 appertaining to RS Khatian Nos. 666, 684/2 within Rajpur Sonarpur Municipality, P. S. and Sub-Registry Office Sonarpur, 24 Parganas (South).

DD. By a Deed of Conveyance dated 17th November, 1994 and made between Kunal Guha therein described as the Vendor of the One Part and Owner herein therein described as the Purchaser of the Other Part and registered in the office of ADSR-Sonarpur and recorded in Book No. I, being Deed No. 6339 for the year 1994 the said Kunal Guha for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured unto and in favour of the Purchaser of **ALL THAT** the divided and demarcated part of Bagan Land measuring 5 cottahs 14 chittacks and 1 sq. ft. equivalent to 5.57 cottahs more or less situate and lying at Mouza-Jagaddal, Touzi Nos. 47, 49, 64, 64 and 68 and comprised in RS Dag Nos. 3102 and 3103 appertaining to RS Khatian Nos. 666, 684/2 within Rajpur Sonarpur Municipality, P. S. and Sub-Registry Office Sonarpur, 24 Parganas (South).

EE. Thus the Owner became seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the divided and demarcated part of Bagan Land measuring 5 cottahs 14 chittacks and 1 sq. ft. equivalent to 5.57 cottahs more or less situate and lying at Mouza-Jagaddal, Touzi Nos. 47, 49, 64, 64 and 68 and comprised in RS Dag Nos. 3102 and 3103 appertaining to RS Khatian Nos. 666, 684/2 within Rajpur Sonarpur Municipality, P. S. and Sub-Registry Office Sonarpur, 24 Parganas (South) more fully and particularly described and mentioned in the **FIRST SCHEDULE** thereunder written and hereinafter for the sake of brevity referred to as the **"SAID PREMISES"** and delineated and shown in the map or plan annexed hereto and there on enclosed within red border line.

- FF. After purchasing or acquiring the SAID PREMISES, the Owner hath duly applied to the Office of the concerned B. L. & L. R. O. and get his/her/their name mutated in the records maintained in the Office of the said B. L. & L. R. O. in respect of the SAID PREMISES and have been duly and punctually paying and discharging all rates, taxes and other outgoings concerning or relating to the SAID PREMISES and has been holding and possessing the SAID PREMISES without any interruption, obstruction or demur as the full and absolute Owner thereof.
- GG. The Owner with the intention of beneficial and profitable user of the SAID PREMISES hath approached the Developer with a proposal of development of the SAID PREMISES on JOINT VENTURE BASIS for mutual benefit and on terms and conditions contained in this agreement hereinafter.
- HH. The parties have now agreed to develop the said premises by demolishing the existing building and/or sheds or structures standing thereon on the terms, conditions and stipulations hereunder appearing and have also agreed to enter to this joint venture agreement for future guidance concerning mutual rights and obligations.
- II. By an agreement for development dated 3rd November, 2013 and made between the said Owner No. 6 therein described as the joint Owners and the Developer herein therein described as the Developer and registered in the office of District Sub-Registrar-IV, South 24, Parganas, Alipore and recorded in Book No. I being Deed No. 08900 for the year 2013 the said Owner No. 6 and the Developer hath entered into a scheme of development on the terms, conditions and stipulations more fully and particularly described and mentioned therein whereby and whereunder the Owner No. 6 became entitled to 27% of the total built up area and the remaining 73% of the total built up area would belong to the Developer concerning the Development and/or erection of building or buildings in or upon the **Third Plot of Land** or proportionate to the **Third Plot of Land**.
- JJ. By a Deed of Exchange also dated 3rd November, 2013 and made between the said Smt. Rama Chakraborty the Owner

No. 6 herein and Stralite Infracon Pvt. Ltd. the Owner No. 7 herein come the Developer the parties thereto amalgamated by way of exchange of **ALL THAT** land measuring 2 Bighas 6 cottahs and 8 chittacks and comprised in RS Dag Nos. 3102, 3103 and 3104 appertaining to RS Khatian Nos. 666 and 684/2 for the said Third Plot of Land measuring 5 cottahs 15 chittacks and 1 sq. ft. and comprised in RS Dag Nos. 3102 and 3103 hereinafter for the sake of brevity referred to as the **Third Plot of Land**.

- KK. At all material times, one Surendra Nath Das Kayal was seized and possessed of ALL THAT pieces and parcels of BAGAN land situate and lying at Mouza–Jagatdal and comprised in Dag No. 3168 appertaining to Khatian No. 468 P. S. Sonarpur, District – 24 Parganas (South) containing by estimation an area of 18 Cottahs 12 Chittacks be the same a little more or less as the recorded tenant under the then Zamjindar.
- LL. While being possessed of the said Surendra Nath Das Kayal duly got his name recorded as the lawful occupant of the said land in the C. S. record of rights maintained for such purpose.
- MM. By a Deed of Family Settlement made, executed and registered by the said Surendra Nath Das Kayal being dated 15th June, 1957 he during his life time settled by way of Family Settlement and transferred all his right and interest in all his properties and assets including the above land unto and in favour of his three sons, viz. Debendra Narayan Das Kayal, Dwijendra Narayan Das Kayal and Lokendra Narayan Das Kayal which was registered in the office of the Additional District Sub-Registrar at Baruipur, in Book No. 1 being Deed No. 216 for the year 1957 whereby and whereunder the said Surendra Nath Das Kayal released and relinquished his secular right and interest in the said property absolutely and forever.
- NN. Subsequently, at the rime of execution of the Revisional Settlement, Surendra Nath Das Kayal's right or interest in or upon the said land duly vested in the State of West Bengal by and under the provision of the West Bengal Estate Acquisition Act whereby and whereunder the said land was duly recorded in the names of the said three sons, namely, Debendra Narayan Das Kayal, Dwijendra Narayan Das Kayal and Lokendra Narayan Das Kayal in the R.S. records and have

continued to make payment of the rents and other charges on account thereof and continued to hold, possess and enjoy the same as their exclusive separate property.

- OO. While holding and possessing the said land the said Debendra Narayan Das Kayal and two others as such owners got their names duly mutated in the records maintained with the Rajpur-Sonarapur Municipality concerning and relating the SAID LAND.
- PP. By two several Deeds of Conveyance dated 23rd January, 1961 and 5th April, 1963 and registered in the office of the Additional District Sub-Registrar at Baruipur and recorded in Book No. 1 being Deed No. 373 and Deed No. 5245 respectively the said Debendra Narayan Das Kayal and two others have sold, conveyed and transferred their right and interest of and in the said land unto and in favour of Sanat Kumar Lahiri, who thus became seized and possessed of the said land as the sole and absolute owner thereof and continued to hold and possess the said land and duly recorded his name in the office of the concerned Block Land and Land Revenue Officer as the owner thereof and has been enjoying and possessing the said Land upon payment of the rates and taxes on account thereof.
- QQ. By a Deed of Conveyance dated 21st September, 1981 and made between Sanat Kumar Lahiri (therein described as the Vendor) of the One Part and Smt. Sumita Ganguly (therein described as the Purchaser) of the Other Part and registered in the Office of the District Sub-Registrar at Alipore, 24 Parganas South and recorded in Book No. I being Deed No. 10788 for the Year 1981 the said Sanat kumar Lahiri for valuable consideration therein mentioned, sold, conveyed, transferred, assured and assigned his right and interest of and in the said land unto and in favour of Smt. Sumita Ganguly, since deceased, absolutely and for ever.
- RR. The said Smt. Sumita Ganguly while holding and possessing the said land as the sole and absolute owner thereof duly applied for and got her name recorded as the owner in the record of rights and continued to pay and discharge all rates and taxes on account thereof without any deduction and/or abatement.

- SS. The said Sumita Ganguly during her life time by a Deed of Conveyance dated 20th April, 1988 and made in favour of Smt. Anjulekha Guha daughter of Samarendra Nath Guha and registered in the office of DSR-Alipore and recorded in Book No. I being Deed No. 4185 for the year 1988 sold, transferred and conveyed land measuring 5 cottahs more or less including 10 ft. wide private passage carved out the said land containing by estimation an area of 31 Decimals equivalent to 18 cottahs and 12 chittacks more or less and thereby the said Sumita Ganguly retained unto her the remaining part of the said land measuring 13 cottahs 12 chittacks more or less.
- TT. The said Sumita Ganguly during her life time by a Deed of Conveyance dated 20th April, 1988 and made in favour of Smt. Manjulekha Guha daughter of Samarendra Nath Guha and registered in the office of DSR-Alipore and recorded in Book No. I being Deed No. 4184 for the year 1988 sold, transferred and conveyed land measuring 5 cottahs more or less including 10 ft. wide private passage carved out the said land containing by estimation an area of 31 Decimals equivalent to 18 cottahs and 12 chittacks more or less and thereby the said Sumita Ganguly retained unto her the remaining part of the said land measuring 8 cottahs 12 chittacks more or less.
- UU. The said Sumita Ganguly during her life time by a Deed of Conveyance dated 20th April, 1988 and made in favour of Smt. Smritilekha Guha daughter of Samarendra Nath Guha and registered in the office of DSR-Alipore and recorded in Book No. I being Deed No. 4186 for the year 1988 sold, transferred and conveyed land measuring 5 cottahs more or less including 10 ft. wide private passage carved out the said land containing by estimation an area of 31 Decimals equivalent to 18 cottahs and 12 chittacks more or less and thereby the said Sumita Ganguly retained unto her the remaining part of the said land measuring 3 cottahs 12 chittacks more or less.
- VV. By a deed of conveyance dated 21st June, 2013 and made between Amit Kumar Ganguly, Smt. Nandita Ganguly and Smt. Arpita Mitra therein collectively described as the Vendors and the Owner No. 7 come Developer therein mentioned as

the Purchaser and registered in the office of the District Sub-Registrar-IV, Alipore and recorded in Book No. I being Deed No. 05261 for the year 2013 the said Amit Kumar Ganguly & Ors. for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured unto and in favour of Starlite Infracon Pvt. Ltd. the Owner No. 7 come Developer herein **ALL THAT** pieces and parcels of land measuring 3 cottahs 12 chittacks more or less forming part of RS Dag No. 3168 appertaining to Khatian No. 468 at Mouza-Jagaddal, P. S. & Sub-registry Office Sonarpur, District 24 Parganas (South) within Ward No. 25 of Rajpur Sonarpur Municipality unto and in favour of the Owner No. 7 come Developer herein and hereinafter for the sake of brevity referred to as the **Fourth Plot of Land**.

- WW. The Owner No. 7 come Developer after purchasing the said Fourth Plot of Land duly applied for and got its name mutated and recorded as the Owner in the records maintained in the office of the Rajpur Sonarpur Municipality and hath also applied for such transfer before the concerned Land Reforms Authorities.
- XX. By a Deed of Conveyance dated 21st September, 1981 and made between Subrata Lahiri (therein described as the Vendor) of the One Part and Smt. Santana Ganguly alias Smt. Santana Ganguly, since deceased, and Amit Kumar Ganguly (therein described as the Purchasers) of the Other Part and registered in the Office of the District Sub-Registrar at Alipore , 24 Parganas South and recorded in Book No. I being Deed No. 10780 for the Year 1981 the said Subrata Lahiri for valuable consideration therein mentioned, sold, conveyed, transferred, assured and assigned unto and in favour of Smt. Santana Ganguly, since deceased, and Amit Kumar Ganguly jointly ALL THAT piece and parcel of land containing by estimation an area of 7 Cottah be the same a little more or less and curved out of the land comprised in R. S, Dag Nos. 3102 and 3103 appertaining to R. S. Khatian Nos. 666 and 684/2 ,Pargana – Magura, Mouza – Jagatdal, P. S. and Sub-Registry Office –Sonarpur, District – South 24 Parganas. more fully and particularly described and mentioned in the PART-I OF THE FIRST SCHEDULE thereafter referred to as “the FIRST PLOT OF LAND” TOGETHER WITH the

building and/or structure standing thereon and/or on part thereof.

- YY. By a Deed of Conveyance dated 21st September, 1981 and made between Subrata Lahiri (therein described as the Vendor) of the One Part and Jyotish Ganguly, since deceased, (therein described as the Purchaser) of the Other Part and registered in the Office of the District Sub-Registrar at Alipore , 24 Parganas South and recorded in Book No. I being Deed No. 10779 for the Year 1981 the said Subrata Lahiri for valuable consideration therein mentioned, sold, conveyed, transferred, assured and assigned unto and in favour of Jyotish Ganguly, since deceased, ALL THAT undivided piece and parcel of land containing by estimation an area of 1 Bigha 13 Cottahs and 4 Chittaks be the same a little more or less and curved out of the land comprised in R. S, Dag Nos. 3102 and 3103 appertaining to R. S. Khatian Nos. 666 and 684/2 ,Pargana–Magura, Mouza– Jagatdal, P. S. and Sub-Registry Office –Sonarpur, District–South 24 Parganas, more fully and particularly described and mentioned in the PART-II of the FIRST SCHEDULE, thereafter referred to as “the SECOND PLOT OF LAND” TOGETHER WITH the building and/or structure standing thereon and/or on part thereof.
- ZZ. The said Jyotish Ganguly, who during his lifetime was a Hindu governed by Dayabhaga School of Law, died intestate sometime in or about 6th May, 1998 leaving him surviving his wife Smt. Santana Ganguly, his three daughters, namely, Smt. Sumita Ganguly, since deceased, Smt. Nandita Ganguly and Smt. Arpita Mitra nee Ganguly and her only son Amit Kumar Ganguly as his legal heiresses and heir under the Hindu Law of Succession, who thus inherited ALL THAT the said Second Plot of Land jointly and in equal undivided 1/5th part or share each.
- AAA. The said Smt. Santana Ganguly alias Smt. Santona Ganguly, who was a Hindu governed by Dayabhaga School of Law, died intestate sometime in or about 10th March, 2001 whereby and whereunder her undivided half share in the First Plot of Land and her undivided 1/5th share in the Second Plot of Land devolved unto her only son viz. Amit Kumar Ganguly and three daughters, namely, Smt. Sumita Ganguly, Smt. Nandita

Ganguly and Smt. Arpita Mitra (nee Ganguly) jointly and in equal undivided $1/8^{\text{th}}$ share each in respect of the FIRST PLOT OF LAND and an undivided $1/20^{\text{th}}$ share each in the SECOND PLOT OF LAND.

- BBB. Thus, the said Amit Kumar Ganguly acquired an undivided $5/8^{\text{th}}$ part or share in the First Plot of land and undivided $1/4^{\text{th}}$ part or share in the Second Plot of Land and the three daughters, namely, Smt. Sumita Ganguly, since deceased, Smt. Nandita Ganguly and Smt. Arpita Mitra nee Ganguly got an undivided $1/8^{\text{th}}$ part or share each in the First Plot of Land and undivided $1/4^{\text{th}}$ part or share each in the Second Part of Land.
- CCC. Smt. Sumita Ganguly, who during her life time was a spinster, died intestate sometime in or about 4th October, 2010 whereupon her undivided $1/8^{\text{th}}$ part or share of and in the First Plot of Land devolved unto her two sisters, namely, Smt. Nandita Ganguly and Smt. Arpita Mitra nee Ganguly and one brother Amit Kumar Ganguly jointly and in equal share whereupon each of them acquired an undivided $1/24^{\text{th}}$ part or share in the First Plot of Land left behind by the said Smt. Sumita Ganguly, since deceased, and as a result of such devolution the said Amit Kumar Ganguly acquired an undivided $2/3^{\text{rd}}$ part or share in the said First Plot of Land and his two sisters, namely, Smt. Nandita Ganguly and Smt. Arpita Mitra nee Ganguly acquired an undivided $1/6^{\text{th}}$ part or share each in the said First Plot of Land.
- DDD. Similarly, the two sisters, namely, Smt. Nandita Ganguly and Smt. Arpita Mitra (nee Ganguly) and the only brother Amit Kumar Ganguly on the intestate demise of Smt. Sumita Ganguly by way of intestate succession acquired an undivided $1/3^{\text{rd}}$ part or share each of and in the undivided $1/4^{\text{th}}$ part or share left behind Smt. Sumita Ganguly in the Second Plot of Land. Thus the said Amit Kumar Ganguly, Smt. Nandita Ganguly and Smt. Arpita Mitra (nee Ganguly) acquired an undivided $1/3^{\text{rd}}$ part or share in the Second Plot of Land.
- EEE. By a Bengali Deed of Gift dated 6th August, 2008 and registered in the office of Additional District Sub-Registrar, Sonarpur and recorded in Book No. 1 being Deed No.08115 of 2008 the said Smt. Arpita Mitra (nee Ganguly), out of her

natural love and affection which she did bear for her husband Bhaskar Mitra transferred, assigned and assured by way of Gift, her undivided 1/3rd part or share of and in the Second Plot of Land and comprised in R. S, Dag Nos. 3102 and 3103 appertaining to R. S. Khatian Nos. 666 and 684/2 , Pargana – Magura, Mouza–Jagatdal, P.S. and Sub-Registry Office–Sonarpur, District – South 24 Parganas, containing by estimation an area of five Cottahs more or less.

- FFF. At all material times, one Subrata Lahiri, son of Sanat Kumar Lahiri No. 17, Block-A, New Alipore, Kolkata-700 053, P.S. 24-Parganas South, was also seized and possessed of ALL THAT pieces and parcels of DANGA land containing by estimation an area of 10 decimals be the same a little more or less situate and lying and comprised within R.S. Dag No. 3104, appearing to R.S. Khatian No. 684/2, within Pargana- Magura, Mouza–Jagatdal P. S. Sonarpur, R.S. No.. 233, J.L. No. 71, P.S. and Sub-Registry Office-Sonarpur, District – 24 Parganas (South), more fully and particularly described and mentioned in PART-III OF THE FIRST SCHEDULE thereunder written, thereafter for the sake of brevity referred to as “THE SAID THIRD PORT OF LAND”.
- GGG. By an agreement in writing dated 21st September, 1981 and for the consideration therein mentioned the said Subrata Lahiri intended to transfer and demise the SAID THIRD PLOT OF LAND unto and in favour of one Jyotish Ganguly and upon receipt of the full consideration delivered unto him peaceful, vacant and khas possession of the SAID THIRD PLOT OF LAND for being utilized for horticulturel purposes.
- HHH. Since the date of the said agreement the said Jyotish Ganguly continued to hold, possess and enjoy the SAID THIRD PLOT OF LAND comprised of the First, Second and Third Plot of Land without any interruption or obstruction from any person or persons claiming through or under the said Subrata Lahiri and have been making payment of all outgoings and impositions relating and/or concerning thereto.
- III. Owing to inadvertence the said Subrata Lihiri did not execute and/or register the relative Deed of Conveyance concerning the SAID THIRD PLOT OF LAND unto and in favour of the said Jyotish Ganguly until his death.

- JJJ. Coming to know of the contents of the said Agreement dated 21st September, 1981 the legal heirs of Jyotish Ganguly since deceased approached the said Subrata Lahiri for execution and registration of the relative Deed of Conveyance in respect of the SAID THIRD PLOT OF LAND in their favour on the ground and for the reasons stated in the preceding clauses above.
- KKK. By a Deed of Conveyance dated 21st June, 2013 and made between said Subrata Lahiri (therein described as the Vendor) of the First Part and Amit Kumar Ganguly, Smt. Arpita Mitra and Smt. Nandita Ganguly being the legal heirs and heiresses of Jyotish Ganguly, deceased along with one Bhaskar Mitra (therein described as the Purchasers) of the Other Part and registered in the Office of the District Sub-Registrar –IV, 24-Parganas (South) and recorded in Book No. I, Being Deed No. 5260 for the Year 2013 the said Subrata Lihiri for valuable consideration therein mentioned sold, conveyed, transferred, assured and assigned unto and in favour of the purchasers named therein ALL THAT the said Third Plot of Land, more fully described in Part-III of the First Schedule thereunder written.
- LLL. The said Amit Kumar Ganguly & Ors. became the joint owners of ALL THAT pieces and parcels of contiguous land comprised of First, Second and Third Plot of Land hereinafter for the sake of brevity referred to as the said Land surrounded by wall are being held by them as the joint and absolute owners thereof more fully and particularly described and mentioned in the FIRST SCHEDULE thereunder written.
- MMM. By a Deed of Conveyance dated 27th August, 2013 and made between the said Amit Kumar Ganguly & Ors. therein described as the Vendors of the One Part and the Vendor herein therein described as the Purchaser of the Other Part and registered in the office of the DSR-Alipore, South 24 Parganas and recorded in Book No. I, being Deed No. 07097 for the year 2013 the said Amit Kumar Ganguly & Ors. for valuable consideration therein mentioned sold, conveyed, transferred, assured and assigned unto and in favour of the Vendor herein of All That the said land more fully and

particularly described and mentioned in the FIRST SCHEDULE thereunder written.

NNN. Thus the Owners became fully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land and intended to commence construction of new building or buildings thereon and/or on part thereof comprising of self contained flats, apartments, units including the shop rooms, offices spaces, car parking spaces either for residential accommodation or for commercial uses and further competent to sell and/or transfer in favour of the intending transferees after completing the construction thereof in accordance with the building plan sanctioned by the said Rajpur Sonarpur Municipality in favour of the Owner.

OOO. At the request of the Purchaser the Owner has agreed to sell and transfer and the Purchaser has agreed to purchase and acquire on OWNERSHIP BASIS ALL THAT the said unit more fully and particularly described and mentioned in PART-I of the SECOND SCHEDULE thereunder written AND the covered car parking space in the ground floor of the SAID PREMISES and ear-marked for the said Flat more fully and particularly described and mentioned in PART-II of the SECOND SCHEDULE thereunder written TOGETHER WITH the proportionate share or interest in the common parts, portions, areas and installations and/or facilities and/or amenities of and in the new building more fully and particularly described and mentioned in PART - III of the SECOND SCHEDULE thereunder written and TOGETHER WITH the undivided proportionate impartible variable share or interest in the land comprised in the said land and attributable to the said unit and/or flat more fully and particularly described and mentioned in the FIRST SCHEDULE thereunder written and hereinafter for the sake of brevity referred to as the "SAID FLAT" and the rights appertaining thereto.

PPP. The Developer herein is also seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute Owner of **ALL THAT** the said pieces and parcels of land containing by estimation an aggregate area of 2 Bighas 6 Cottahas 8 Chittacks equivalent to 77 decimals more or less and comprised in R. S, Dag Nos. 3102 and 3103 and 3104

appertaining to R. S. Khatian Nos. 666 and 684/2 TOGETHER WITH the building and/or structure standing thereon or on part thereof being J. L. No. 71, Pargana – Magura, Mouza – Jagatdal, P. S. and Sub-Registry Office –Sonarpur, District – South 24 Parganas, Kolkata-700 151 within Ward No. 25 of Rajpur – Sonarpur Municipality and hereinafter for the sake of brevity referred to as the **Fifth Plot of Land**.

- QQQ. The above stated Fifth Plot of Land are adjacent and contiguous to each other and the Developer being the Owners of 4th and 5th plots of land and having acquired a right of development in respect of the 1st, 2nd and 3rd plots of land hath approached the owner nos. 1 to 6 abovenamed for amalgamation of the entire land. On being satisfied with the rights acquired by the Developer the Owner Nos. 1 to 6 by two several agreements-cum-declarations dated 12th June, 2017 and 12th June, 2017 respectively unequivocally agreed to and accede to the a scheme of amalgamation of all the said Plots of Land.
- RRR. On the basis of such amalgamation the Developer hath in the names of the Owners herein including itself as one of the joint Owners applied before the Rajpur Sonarpur Municipality for sanction of a building plan and/or plans for construction of building or buildings in or upon the said Plot of Land for construction of diverse complex or blocks or cluster of buildings comprising of self contained flats and/or apartments both for residential and commercial purposes in the mutual interest and/or benefits.
- SSS. In terms of the respective agreement for development made with the Owners and/or some of them including the right reserved unto the Developer as the Owner of 4th and 5th Plots of Land the parties hereto have entered into a further supplementary agreement dated 25th November, 2017 identifying the respective flats, units or apartments, office spaces, shop rooms including car parking areas as per the mutual entitlements of built up areas referred to in the respective agreement for development as aforesaid.
- TTT. By and under the said supplementary agreement dated 25th November, 2017 the Owners herein including the Developer as such Owner of 4th and 5th plots of land mutually agreed to

amalgamate 1st, 2nd, 3rd, 4th and 5th plots of land being contiguous to each other with the intention of developing the said agglomerated land comprising of 1st, 2nd, 3rd, 4th and 5th plots of land hereinabove mentioned more fully and particularly described and mentioned in the **FIRST SCHEDULE** thereunder written and hereinafter for the sake of brevity referred to as the Said Agglomerated Land is referred to as the Said Premises.

- UUU. In pursuance of the several development agreements made with the Owner Nos. 1 to 6 herein including the right accrued unto the Developer as the Owner of Third, Fourth and Fifth plots of land they have jointly and mutually formulated a scheme of development as contained in the above referred development agreement including the supplementary agreement dated 25th November, 2017 and with the intent of developing the Said Premises the Developer hath drawn up a further building plan besides building Sanction Plan No. 1297/CB/25/21 dated 13th January, 2014 and applied for and obtained sanction of a building plan from Rajpur Sonarpur Municipality being Building Sanction Plan No. ----- - dated ----- in the name of the Owners for effecting construction of building or buildings comprising of self contained flats, apartments, units, office spaces etc. for beneficial use and utilization thereof by the Owners as well as by the Developer in proportion to their respective variable share or interest therein.
- VVV. In terms of the said building plan as sanctioned as aforesaid the Developer has commenced construction several number of blocks and/or cluster of buildings comprising of self contained residential flats, units, office spaces, shop rooms including car parking areas for commercial exploitation or sale by the Owners as well as the Developer in proportion to their respective variable share or interest.
- WWW. After purchasing or acquiring the SAID PREMISES, the Owners have duly applied to the Office of the concerned B. L. & L. R. O. and get his/her/their name mutated in the records maintained in the Office of the said B. L. & L. R. O. in respect of the SAID PREMISES and have been duly and punctually paying and discharging of rates, taxes and other outgoings concerning or relating to the SAID PREMISES and has been

holding and possessing the SAID PREMISES without any interruption, obstruction or demur as the full and absolute joint Owners thereof.

- XXX. By an agreement dated ----- made between the Owners and the Developer herein jointly formulated a scheme for development of the said premises on joint venture and for commercial exploitation thereof in mutual interest on the terms, conditions and stipulations contained therein and hereinafter for the sake of brevity referred to as the Development Agreement.
- XXXI. Under the said development agreement the Developer is vested with the obligation to take all necessary steps for preparation and sanction of the building plan and thereafter commence construction and/or erection of building or buildings upon demolition of the existing buildings and structures standing thereon and/or on part thereof and in terms whereof the Developer has caused a building plan to be prepared and sanctioned by the Rajpur-Sonarpur Municipality being building sanction permit No. ----- dated -----, 20-- issued in the name of the Owners.
- XXXII. The Developer thereafter has in due compliance with its obligation under the said Development Agreement commenced construction of the building or buildings comprising of several self contained flats and/or units for sale and commercial exploitation.
- XXXIII. Under the said development agreement the Owners are entitled to ----% of the total built up area including ---% of the total car parking spaces (both open and covered) and equivalent undivided share in common areas, facilities, ultimate roof as also the land comprised in the said development scheme and the remaining -----% of the total built up area including -----% of the total car parking spaces (both open and covered) and equivalent proportionate share in common areas, facilities and ultimate roof including the land comprised in the said premises shall belong to the Developer.
- XXXIV. It is further provided in the said development agreement that the Owners and/or the Developer as the case may be upon

fulfillment of the terms, conditions and stipulations particularly contained in the said development agreement shall be entitled to deal with their respective proportionate allocable areas unto and in favour of the intending Purchasers and shall also be entitled to receive consideration on account thereof with power to grant, discharge of the same in favour of the Purchasers and/or Transferee as the case may be subject to the corresponding obligation of the Owners and/or the Developer as the case may be to join such agreement and/or deed in concurrence and confirmation of such transfer and/or sell.

SECOND SCHEDULE ABOVE REFERRED TO
(PART-I)
(SAID FLAT)

ALL THAT Flat being No. ----- on the ----- floor measuring an area of ----- sq. ft. of super built area more or less Together With one covered/one open car parking space in the ground floor of the said project known as "**DNP HEIGHTS**" being ----- Together with undivided proportionate indefeasible corresponding share or interest in the land comprised in the said premises and delineated and shown in the map or plan annexed hereto and thereon enclosed within **RED BORDERS**.

SECOND SCHEDULE ABOVE REFERRED TO
(PART-II)
(CAR PARKING SPACE)

ALL THAT car parking space being No. ----- earmarked for the said Flat/Unit and situate in the ground floor of the Said Premises known as **DNP HEIGHTS**.

THIRD SCHEDULE ABOVE REFERRED TO
(COMMON PORTIONS AND FACILITIES)

1. The foundation, columns beams and supports.
2. Corridors, lobbies stairs stairways and landing.
1. Entrance lobby.
2. Lift & Stairs.
3. Drains and sewers from the building to the main municipal duct.

4. Water sewerage and drainage connection pipes for the units/flats/apartments to drain and sewers common to new buildings at the premises.
5. Generator.
6. Deep tubewell.
7. Overhead water tank.
8. Kids play ground.
9. Community Hall.
10. The right of the Purchaser shall remain restricted to the particular unit and also the avail the common facilities but will have no rights over the open spaces roof and at which the Vendor shall be entitled to dispose of or sell or permit thereof in their absolute discretion.

FOURTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES/MAINTENANCE CHARGES)

1. **Common Utilities** : All charges, costs and deposits for supply operation and maintenance of common utilities.
2. **Electricity** : All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Building and the Said Complex.
3. **Fire Fighting** : Costs of operating and maintaining the fire fighting equipments and personnel, if any.
4. **Association** : All operational expenses of an association, which may be a syndicate, committee, body corporate, company or association under the West Bengal Apartment Ownership Act, 1972 formed for the purpose of supervision of maintenance of the Said Building/Said Complex/Said Premises (**Association**).
5. **Litigation** : All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.
6. **Maintenance** : All costs for maintaining, operating, replacing repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and removing, etc. The Common Portions [including the exterior or interior (but not inside any Flat) walls of the Said Building/Said Complex] and the road network, water filtration plant etc.
7. **Operational** : All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including elevators, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions and the road network.

8. **Rates Taxes** : Municipal tax, surcharge, water tax and other levies in respect of the Said Building and the Said Complex save those separately assessed on the Purchaser.
9. **Staff** : The salaries of and all other expenses on the staff to be employed for the common purposes, viz. Manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. Including their perquisites, bonus and other emoluments and benefits.

FIFTH SCHEDULE ABOVE REFERRED TO
(STIPULATIONS)

The Purchaser and the other co-owners shall allow each other, the Owners, the Developer and the Association, the following rights, easements, quasi-easements, privileges and/or appurtenances and in turn, the Purchaser shall also be entitled to the same :

1. **Right of Common Passage on Common Portions** : The right of common passage, user and movement in all Common Portions.
2. **Right of Passage of Utilities** : The right of passage of utilities including connection for telephones, televisions, pipes, cables etc. through each and every part of the Said Building/Said Complex/Said Premises including the other Flats/spaces and the Common Portions.
3. **Right of Support and Protection** : Right of support, shelter and protection of each portion of the said Building/Said Premises by other and/or others thereof.
4. **Right over Common Portions** : The absolute, unfettered and unencumbered right over the Common Portions **subject to** the terms and conditions herein contained.
5. **Right of Entry** : The right, with or without workmen and necessary materials, to enter upon the Said Building, including the Said Flat And Appurtenances or any other Flat for the purpose of repairing any of the Common Portions or any appurtenances to any Flat and/or anything comprised in any Flat, in so far as the same cannot be carried out without such entry and in all such cases, excepting emergency, upon giving 48 (forty-eight) hours prior notice in writing to the persons affected thereby.
6. **Access to Common Roof** : Right of access to the Common Roof.

SIXTH SCHEDULE ABOVE REFERRED TO
(COVENANTS)

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

1. **Purchaser is Aware of and Satisfied with the Said Complex and the Construction :** The Purchaser is fully satisfied and shall not be entitled to and covenant not to raise any requisition, query, clarification or objection regarding the Common Portions and all other ancillary matters and also further waive the right, if any, to do so. The Purchaser has examined and is acquainted with the Said Building to the extent already constructed and to be further constructed and have agreed that the Purchaser shall neither have nor shall claim any right over any portion of the Said Building/the Said Complex/the Said Premises **save and except** the Said Flat And Appurtenances.
2. **Purchaser to Mutate and Pay Rates & Taxes :** The Purchaser shall (1) pay the Rates & Taxes (proportionately for the Said Building and/or the Said Complex and wholly for the Said Flat And Appurtenances, from the Date of Possession Notice and until the Said Flat And Appurtenances is separately mutated and assessed in favour of the Purchaser), on the basis of the bills to be raised by the Developer/the Association (upon formation), such bills being conclusive proof of the liability of the Purchaser in respect thereof and (2) have mutation completed at the earliest. The Purchaser further admits and accepts that the Purchaser shall not claim any deduction or abatement in the bills of the Developer/or the Association (upon formation).
3. **Purchaser to Pay for Maintenance Charges :** Subject to the provisions of Clause 8.4.2 above, the Purchaser shall pay the Maintenance Charges, on the basis of the bills to be raised by the Developer/the Association (upon formation), such bills being conclusive proof of the liability of the Purchaser in respect thereof. The Purchaser further admits and accepts that (1) the Purchaser shall not claim any deduction or abatement in the bills relating to Maintenance Charges and (2) the Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Developer/the Association (upon formation).
4. **Purchaser to Pay Interest for Delay and/or Default :** The Purchaser shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Developer/the Association (upon formation), within 7 days of presentation thereof, failing which

the Purchaser shall pay interest @ 18% per month or part thereof (compoundable monthly), from the date of default till the date of payment, to the Developer/ the Association (upon formation), as the case may be. The Purchaser also admits and accepts that in the event such bills remain outstanding for more than 3 months, all common services shall be discontinued to the Purchaser and the Purchaser shall be disallowed from using the Common Portions.

5. **Developer's Charge/Lien** : The Developer shall have first charge and/or lien over the Said Flat And Appurtenances for all amounts due and payable by the Purchaser to the Developer provide however if the Said Flat And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Developer shall stand extinguished on the financial institution clearing all dues of the Developer.
6. **No Obstruction by the Purchaser in Further Construction** : The Developer shall be entitled to construct further floors on and above the top roof of the Said Building and/or make other constructions elsewhere on the Said Premises and the Purchaser shall not obstruct or object to the same. The Purchaser also admits and accepts that the Developer and/or employees and/or agents and/or contractors of the Developer shall be entitled to use and utilise the Common Portions for movement of building materials and for other purposes and the Purchaser shall not raise any objection in any manner whatsoever with regard thereto.
7. **No Rights of or Obstruction by the Purchaser** : All open areas in the Said Premises proposed to be used for open car parking spaces do not form part of the Common Portions within the meaning of this Conveyance and the Developer shall have absolute right to sell, transfer and/or otherwise deal with and dispose of the same or any part thereof.
8. **Variable Nature of Land Share and Share In Common Portions**: The Purchaser fully comprehends and accepts that (1) the Land Share In Common Portions is a notional proportion that the Said Flat bears to the currently proposed area of the Said Building (2) if the area of the Said Building/Said Complex is recomputed by the Developer (which the Developer shall have full right to do and which right is hereby unconditionally accepted by the Purchaser), then the Land Share and the Share In Common Portions shall vary accordingly and proportionately and the Purchaser shall not question any variation (including diminution) therein (3) the Purchaser shall not demand any refund of the Total Price paid by the Purchaser on the ground of or by reason of any variation of the Land Share and the Share In Common Portions and (4) the Land Share and the Share

In Common Portions are not divisible and partible and the Purchaser shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Developer, in its absolute discretion.

9. **The Purchaser to Participate in Formation of Association :** The Purchaser admits and accepts that the Purchaser and other intending buyers of Flats in the Said Complex shall form the Association and the Purchaser shall become a member thereof. The Purchaser shall bear and pay the proportionate expenses of the Association and shall acquire and hold membership with voting rights and in this regard the Purchaser shall sign, execute and deliver necessary applications all other papers, declarations and documents as may be required. Notwithstanding formation of the Association. Each Flat Owner will be entitled to cast a vote irrespective of his/her/its size of Flat.

10. **Obligations of Purchaser :** The Purchaser shall
 - (a) **Co-operate in the Management and Maintenance :** cooperate in the management and maintenance of the Said Building, the Said Complex by the Developer/the Association (upon formation).
 - (b) **Observing Rules :** observe the rules framed from time to time by the by the Developer/the Association (upon formation) for the beneficial common enjoyment of the Said Building and the Said Complex.
 - (c) **Paying Electricity Charges :** pay for electricity and other utilities consumed in or relating to the Said Flat And Appurtenances and the Common Portions from the Date of Possession.
 - (d) **Meter and Cabling :** be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Flat only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Developer or to the other Flat Owners. The main electric meter shall be installed only at the common meter space in the Said Premises. The Purchaser shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Building, the Said Premises and outside walls of the said Building save in the manner indicated by the Developer/ the Association (upon formation).

- (e) **Residential Use** : use the Said Flat for residential purpose only. Under no circumstances shall the Purchaser uses or allows the Said Flat to be used for commercial, industrial or other non-residential purposes. The Purchaser shall also not use or allow the Said Flat to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- (f) **No Alteration** : not to alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Flat and the said Building and(2) design and/or the colour scheme of the windows, grills and the main door of the Said Flat. In the event the Purchaser makes any alterations/changes, the Purchaser shall compensate by the Developer/the Association (upon formation) (as the case may be) as estimated by the Developer/the Association (upon formation) for restoring it to its original state.
- (g) **No Structural Alteration and Prohibited Installations** : not to alter, modify or in any manner change the structure or any civil construction in the Said Flat And Appurtenances or the Common Portions or the Said Building. The Purchaser shall not install any dish-antenna on the balcony and/or windows of the Said Building and/or on any external part of the Said Building and/or the roof thereof. The Purchaser shall not install grills on the railings of the balcony and/or outside windows, in any form or manner. Grills may only installed by the Purchaser on the inner side of the doors and windows of the Said Flat. The Purchaser shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Developer, it being clearly understood by the Purchaser that no out-door units of split air-conditioners will be installed on the external walls of the Said Building and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Purchaser shall install the out-door unit of the same either inside the Purchaser's own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only such ledge and at no other place. The Purchaser shall also not install any collapsible gate on the main door/entrance of the Said Flat. The Purchaser accepts that the aforesaid covenants regarding air-conditioners and collapsible gates are for maintaining uniformity and aesthetic beauty of the Said Complex, which is beneficial to all.

- (h) **No Sub-Division** : not to sub-divide the Said Flat And Appurtenances and the Common Portions, under any circumstances.
- (i) **No Changing Name** : not to change/alter/modify the name of the Said Building and the Said Complex from that mentioned in this Agreement.
- (j) **No Nuisance and Disturbance** : not to use the Said Flat or the Common Portions or the Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to the Sellers and the other occupants of the Said Building and/or neighbouring property owners and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.
- (k) **No Storage** : not to store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.
- (l) **No obstruction to Developer/Association** : not to obstruct the Developer/Association (upon formation) in their acts relating to the Common Portions and not obstruct the Developer in constructing on other portions of the Said Building and/or the said Complex/the Said Premises and selling or granting rights to any person on any part of the Said Building/the Said Complex/the Said Premises (excepting the Said Flat and the Parking Space, if any).
- (m) **No obstruction of Common Portions/Specified Facilities** : not to obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat and the Parking Space, if any.
- (n) **No Violating Rules** : not to violate any of the rules and/or regulations laid down by the Developer/the Association (upon formation) for the use of the Common Portions.
- (o) **No Throwing Refuse** : not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions save at the places indicated therefor.
- (p) **No Injurious Activities** : not to carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, the Parking Space, if any, or the Common Portions.
- (q) **No Storing Hazardous Article** : not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat and the Parking Space, if any.

- (r) **No Signage:** not to put up or affix and sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Said Flat/the Said Building/the Said Complex save at the place or places provided therefor provided that this shall not prevent the Purchaser from displaying a standardized name plate outside the main door of the Said Flat.
 - (s) **No Floor Damage :** not to keep any heavy articles or things that are likely to damage the floors or operate any machine save usual home appliances.
 - (t) **No Installing Generator :** not to install or keep or run any generator in the Said Flat and the Parking Space, if any.
 - (u) **No Use of Machinery :** not install or operate any machinery or equipment except home appliances.
 - (v) **No Misuse of Water :** not to misuse or permit to be misused the water supply to the Said Flat.
 - (w) **No Damage to Common Portions :** not to damage the Common Portions in any manner and if such damage is caused by the Purchaser and/or family members, invitees or servants of the Purchaser, the Purchaser shall compensate for the same.
 - (x) **No Hanging Clothes:** not to hang or cause to be hung clothes from the balconies of the Said Flat.
11. **No Objection to Construction :** The Purchaser has accepted the scheme of the Developer to construct on other portions of the Said Premises and hence the Purchaser has no objection to the continuance of construction in the Said Complex/the Said Premises, even after date of possession. The Purchaser shall not raise any objection to any inconvenience that may be suffered by the Purchaser due to and arising out of the said construction activity.
12. **Notification Regarding Letting :** If the Purchaser lets out or sells the Said Flat And Appurtenance, the Purchaser shall immediately notify the Association (upon formation) of the tenant's/transferee's address and telephone number.

IN WITNESS WHEREOF the parties hereto set and subscribed their respective hands and seals on the ---- day of----- 2019.

SIGNED SEALED AND DELIVERED by
Owners at Kolkata in the presence of :

SIGNED SEALED AND DELIVERED by
Developer at Kolkata in the presence of:

SIGNED SEALED AND DELIVERED by
Associate Developer at Kolkata in the presence of:

SIGNED SEALED AND DELIVERED by the
PURCHASER at Kolkata in the presence of :

RECEIVED this day from the
within-named Purchaser Rs.
----- (Rupees -----)
being the withinmentioned Consideration in the
manner specified hereunder : Rs.

MEMO OF CONSIDERATION

WITNESSES

DATED THE ----- DAY OF 2019

B E T W E E N

ASOK KUMAR BHATTACHARYA & ORS.

A N D

STARLITE INFRACON PVT. LTD.

A N D

PANCHMUKHI PROMOTERS PVT. LTD.

A N D

DEED OF CONVEYANCE

T. C. RAY & CO.
Solicitors & Advocates
6, Old Post Office Street
Calcutta.