

CONVEYANCE

**THIS DEED OF CONVEYANCE IS MADE ON THIS THE DAY OF
..... TWO THOUSAND AND**;

BETWEEN

(1) M/S SAINATH APPARTMENT PVT. LTD. (2) M/S. BRIJDHARA COMPLEX PVT. LTD. (3) M/S. GANESHDHAM PROJECTS PVT. LTD. (4) M/S. GENESIS PLAZA PVT. LTD. (5) M/S. CENTERIO REALTORS PVT. LTD. (6) M/S. GIRIKUNJ PROJECTS PVT. LTD. (7) M/S. LEGACY TOWNSHIP PVT. LTD. all these Companies are incorporated under Indian Companies Act 1956, having its Principal place of Business at Dwarka Vedmani, AD-169, Sector-I, Salt Lake City, Kolkata – 700 064, and all above Companies are hereinafter jointly referred to and called as the **“OWNERS/VENDORS”** and all are being represented by a common Director **MR. SANJAY GUPTA** son of Mr. Gopal Prasad Gupta, by Faith Hindu, by Nationality Indian, residing at Dwarka Vedmani, AD-169, Salt Lake City, Sector – I, Kolkata – 700 064, (which expression shall unless otherwise repugnant to the context be deemed to mean and include all the said companies, their Directors, executors, legal successor or successors-at-office, legal representatives, administrators and assigns) of the **FIRST PART**;

AND

(1) SRI/SMT..... (Aadhaar No.) son/wife/daughter of Sri, age about Years, by occupation, (PAN)), **(2) SRI/SMT** (Aadhaar No.) son/wife/daughter of Sri, age about Years, by occupation, (PAN)), both by faith, both by Nationality Indian/s, both residing at the Premises No. hereinafter referred to as the **“PURCHASER/S”** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her/its/their successors, legal representatives, executors, administrators and assigns) of the **SECOND PART**.

AND

M/S ASTDURGA CONSTRUCTION PRIVATE LIMITED (having PAN–**AALCA5946M**) a Company incorporated under Indian Companies Act, 1956 having its registered office at Dwarka Vedmani, AD–169, Salt Lake City, Sector–1, P.O.- Bidhannagar, P.S. – Bidhannagar North, Dist. – 24 parganas North, Kolkata 700 064 being represented by one of its Director **SRI SANJAY GUPTA** (Aadhaar No.708950937284), son of Sri Gopal Prasad Gupta, by faith Hindu, by occupation Business, (having PAN–**ADRP6327Q**) by nationality: Indian, residing at Dwarka Vedmani, AD–169, Sector–1, Salt Lake City, P.O.- Bidhannagar, P.S. – Bidhannagar North, Dist. – 24 parganas North, Kolkata –700064, hereinafter referred to as the **DEVELOPERS/BUILDERS/CONFIRMING PARTY** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors and or successors-in-office, administrators, and assigns) of the **THIRD PART**;

DEFINITIONS: The following terms and expressions used in these presents shall unless the same be contrary and or repugnant to the subject or context have the specific following meanings:

1. BUILDING: Shall mean multi-storied Residential Building to be known as **“MEENA AURUM”**, BLOCK – ‘.....’ consisting of residential flats/units, shops and also car parking

Continue.....

spaces to be constructed, erected, promoted, developed and built on and upon the land at the premises under the First Schedule owned by the Owners/Vendors herein and to be practically executed by the Developer herein and shall include all constructions to be made on the premises from time to time as per Sanctioned Plan and or necessary modifications to be regularized by the Developer through revised Sanctioned Plan..

2. 'SAID LAND': Shall mean All That Sali now converted into Housing Complex Land total containing an area about Shall mean the entire land being ALL THAT piece and parcel of land measuring an area of **40 (Forty) Cottahs, 09 (Nine) Sq.ft.**, be the same a little more or less lying and situated at at Mouza: Sulanguri, J.L. No. 22, R.S. No. 196, Touji No. 178, Police Station: Rajarhat at present P.S. New Town, under Jyangra-Hatiara Gram Panchayet-II, within the ambit of B.L. & L.R.O. Rajarhat, Sub-Registry Office: Addl. Dist. Sub-Registrar Rajarhat, New Town, District: North 24 Parganas morefully described in the First Schedule written hereunder.

3. 'SAID PROJECT': Shall mean a Housing Complex comprised of several Buildings including the 'Said Building' hereunder in the nature of residential flats/units, car parking spaces and others and collectively named '**MEENA AURUM**' and in relation to the work of development undertaken and also to be done by the Developer herein and/or any modification or extension thereof till such development, erection, promotion, construction and building of building/s at and upon the said premises be completed and possession of the completed Unit/s / Flat/s /Shop/s / Car Parking Space/s and Others be taken over by the Unit/Flat/Shop/ Car Parking Space purchaser/s.

4. GRAM PAYANCHAYET: Shall mean the Jyangra-Hatiara Gram Panchayet-II, an elected Local Body having the absolute jurisdiction and authorities in respect of all local development including examination and granting sanction of plan/s for erection and construction of building/s on and over and in respect of all the holdings and properties under its jurisdiction including the subject land/property hereunder the First Schedule.

5. 'PLAN': Shall mean and authenticated documents showing the erection/ construction of the building/s in the said Complex duly Building Sanction Plan from Rajarhat Panchyet Samity under the North 24 Parganas Zilla Parishad, vide **B.P. SL. No. 32/NZP** and shall also include variations/modifications, alterations therein that may be made by the Developer herein as well as all revisions, renewals and extensions thereof, if any.

6. 'THE FLAT': Shall mean a specified covered space constructed and finished in a habitable condition on the Floor in the 'Said Building' and described in Part – I of the Second Schedule which is being purchased hereby and be exclusively owned, used and/or enjoyed by the Purchaser/s herein for the residential purpose only togetherwith the right of common use of the common portions appurtenant to the concerned Unit/Flat and wherever the context so intends or permits, shall include the undivided proportionate share and/or portion attributable to such Unit/Flat as detailed and described in the **SECOND SCHEDULE** hereunder written and all the rights, properties benefits, easements and appurtenances in connection therewith.

7. PARKING SPACE: Shall mean right to park a small/medium size motor car in a space measuring 135 sq.ft. **within** in the covered common car parking zone on the Ground Floor of the Building/ in the Open Space within the premises which is being purchased hereby the purchaser/s and marked as **Parking Space No** and is described in Part-II of the second Schedule hereunder.

Continue.....

8. CARPET AREA: Shall according to its context, mean net usable total floor area of the flat/ apartment excluding all outer walls and other super structures services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment and shall mean net area of the floor and ceiling within the Flat only available to the purchaser and or the occupier of the same.

9. COVERED/BUILT-UP AREA: Shall, according to its context, mean the plinth or carpet area of that Unit/Flat including the balcony if any within the flat and also the thickness of the outer walls, internal walls and pillars walls and also the half of such outer walls which are common between the adjacent Units/Flats including of the subject flat/unit under the Second Schedule.

10. SUPER BUILT AREA: Shall mean in context to a Unit as the Carpet area plus proportionate undivided share of the common areas.

11. CLUB FACILITIES AND OTHER AMENITIES: Shall mean a Club consisting of a Community Hall measuring approximately 700 sq. ft. a little more or less for facilitating the meetings and conferences of the residents/owners of all the units' togetherwith a Multi-Gym Centre measuring approximately 500 sq.ft. a little more or less for facilitating the Club-Members for physical exercise by modern amenities as have been provided by the Developer within the project 'MEENA AURUM' upon the payment/s of the charges and necessary incidental/s thereof.

12. ASSOCIATION: Shall mean the Association, Syndicate, Committee, Body, Society or Company which would comprise the Owners-Vendors herein / Developer-Vendor herein and the representatives of the Purchaser/s herein of the Unit/s / Flat/s and be formed or incorporated at the instance of the Owners-Vendors herein / Developer-Vendor herein for the common purposes with such rules and regulations as shall be framed by the Owners-Vendors herein/ Developer-Vendor herein.

13. COMMON EXPENSES: Shall include all expenses for the management, maintenance and upkeep the Unit/Flat and the buildings, the common portions therein and the premises and the expenses for common purposes of the Unit/Flat and shall be payable proportionately by the Purchaser/s herein periodically as maintenance charges. and others particularly and morefully described in the Fourth Schedule hereunder and also shall mean all other practical expenses for the purpose of smooth and proper administration of the building and the premises and for upkeepment thereof.

14. COMMON PORTIONS: Shall mean the common areas and installations in the building and the premises, which are mentioned, described, enumerated, and provided in the **THIRD SCHEDULE** hereunder written.

15. COMMON PURPOSES: Shall include the purpose of maintaining and managing the Premises, the Building and in particular the common portions, rendition of services in common to the Unit/Flat, collection and disbursement of the common expenses and dealing with the matters of common interest of the Unit/Flat owners and occupiers relating to their mutual rights and obligations for beneficial use and enjoyment of their respective Unit/s/Flat/s exclusively and the common portions commonly.

16. ARCHITECT/ SURVEYOR: Shall mean such Architect(s)/Surveyor(s) having registration or license with the concerned municipality and whom the Developer herein may from time to time, appoint as the Architect(s) of the Building.

Continue.....

17. MAINTENANCE AGENCY: Shall mean the Society, Association, Company, Body or Committee for the Complex formed/appointed by the Owners-Vendors herein/Developer herein for the common purposes.

18. PROPORTIONATE OR PROPORTIONATELY OR PROPORTIONATE SHARE: With all its cognate variations shall mean the proportion in which the Covered/Built-up-area of any single flat/unit would bear to the entire undivided built-up-areas of all the flats/units collectively for the time being in the building, PROVIDED THAT where it refers to the share of any rates and/or taxes relating to the common purposes and the common expenses then such share shall mean the proportions in which the total amount of such taxes rates or expenses as shall be paid equally by the co-owners and such share shall be treated as such rates and/or taxes and common expenses as are being separately levied, and the Proportionate Share of the "Said Land" under the First Schedule and in a proportion to the measuring area of a single flat or unit out of the total measuring area of the entire undivided covered areas of all the flats and the units collectively in the building constructed on the "Said Land" at the "Said Premises

19. PURCHASER/S: Shall mean the Second Party herein and include his/their respective successors, executors, legal representatives, administrators and or assigns and are agreed to purchase the "Said Property".

20. SINKING FUND: Shall mean the fund comprising of the amounts to be paid/deposited and/or contributed by each Unit, including the Purchaser/s herein, towards sinking fund which shall be held by the Maintenance Agency on account of maintenance expenses.

21. SAID UNIT': Shall mean a flat/car parking space etc. described, mentioned, explained and provided in the **SECOND SCHEDULE** hereunder written and further the right of common use of the common portions and wherever the context so intends or permits, shall include the said undivided share.

22. UNDIVIDED SHARE: In relation to a Unit shall mean the undivided proportionate indivisible impartible variable share in land comprised in the said premises, which is attributable to the Unit at concerned.

23 OWNERS-VENDORS: Shall mean all of the First Parties collectively herein holding rights of ownership on the entire land under the First Schedule and includes each of their legal successors and where the context so permits refer to only such of them as is/are concerned with the relevant matter/issue.

24. DEVELOPER: Shall mean **M/S ASTDURGA CONSTRUCTION PRIVATE LIMITED** the Second Party herein include it's successor or successors at office, executors, administrator and legal representatives and dealing with business of promotion and development of Real Estates and construction of multi-storied buildings And shall mean sole and absolute Agent and Representatives of all the Owners-Vendors and at present holding physical possessional rights of the said 'Demised Land' and where the context so permits refer to only such of them as is/are concerned with the relevant matter/issue;

HISTORY OF TITLE :

A. By a registered Deed of Conveyance dated 09.03.1956 duly registered at Sub-Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 35, Pages 261 to 270, Being No. 2115 for the year 1956, the erstwhile Principal Landlord Roy

Continue.....

Bahadur Kanai Lal Nandi sold, transferred and conveyed several Sali/Agriculture landed properties total admeasuring more or less 30.41 acres under several Khatians, all at Mauza Sulanguri, J.L. No. 22, R.S. No. 196, Touji No. 178, Police Station: previously Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, to Makhan Lal Seal being Benamder of Kartick Chandra Seal and to Renuka Bala Seal being Benamder of Anil Chandra Seal free from all encumbrances whatsoever.

B. Since after the aforesaid purchase the said Makhan Lal Seal and Renuka Bala Seal thus became seized and possessed the aforesaid properties and while in enjoyment thereof, on or about 1967 and 1969 the said Kartick Chandra Seal and Sri Anil Chandra Seal respectively filed Declaratory Suits being Title Suit No. 491 of 1967 and Title Suit No. 8 of 1969, in the 3rd Court of Munsiff at Sealdha against the aforesaid Benamders Makhan Lal Seal and Renuka Bala Seal in respect of the aforesaid property AND finally obtained necessary decree against the aforesaid Benamders in respect of the aforesaid properties; and in consequences thereof, the said Kartick Chandra Seal and Sri Anil Chandra Seal thus became absolute owners in a proportions that the said Kartick Chandra Seal entitled to 2/3rd share and Anil Chandra Seal entitled to 1/3rd share of all the aforesaid properties at Mauza Sulanguri, J.L. No. 22, R.S. No. 196, Touji No. 178, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas and seized and possessed of and well and sufficiently entitle thereto free from all encumbrances whatsoever.

C. By a Deed of Conveyance dated 29.11.1972 duly registered at the Sub- Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Being (Deed) No. 4770 for the year 1972, the said Sri Kartick Chandra Seal and said Sri Anil Chandra Seal being the owners thereof therein as the Vendors sold, conveyed and transferred free from all encumbrances, All That piece or parcel of Sali Land measuring about 0.03 acre comprised in part of R.S. Dag Nos. 589 and 0.43 acre comprised in part of R.S. Dag Nos. 590 and 0.64 acre comprised in part of R.S. Dag No. 591 and also 0.14 acre comprised in part of R.S. Dag No. 594 all said four Dags under R.S. Khatian No. 228 and togetherwith 0.08 acre comprised in part of R.S. Dag No. 601 under R.S. Khatian No. 201, total Sali Land admeasuring 1.32 acre in Part of said five Dags all at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, morefully described in the Schedule thereunder unto and in favour of one Sri Narayan Chandra Chakraborty alias Narayan Krishna Chakraborty therein called as the Purchaser free from all encumbrances whatsoever; and after such purchase while in seized and possessed thereof, subsequently by a Deed of Conveyance dated 30.11.1972 duly registered at the Sub- Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 12, Pages 27 to 29, Being (Deed) No. 4791 for the year 1972, the said Sri Narayan Chandra Chakraborty being the owner thereof therein as the Vendor sold, conveyed and transferred free from all encumbrances, the entirety of his aforesaid purchased properties being All That piece or parcel of Sali Land total admeasuring 1.32 acre in Part of said five Dags all at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, morefully described in the Schedule thereunder unto and in favour of one Sri Ajit Kumar Mondal therein called as the Purchaser free from all encumbrances whatsoever.

D. After the aforesaid purchase by dint of the said Sale Deed, the said Ajit Kumar Mondal thus became seized and possessed of and or well and sufficiently entitle to the said piece or parcel of Sali Land total admeasuring 1.32 acre in Part of said five Dags all at

Continue.....

Mauza Sulanguri, District 24 Parganas and while in enjoyment thereof, the said Ajit Kumar Mondal sold, transferred and conveyed half portion thereof measuring 0.66 acre by a Deed of Conveyance dated 05.03.1975 duly registered at the Sub- Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 35, Pages 252 to 255, Being (Deed) No. 2098 for the year 1975, unto and in favour of one Sri Balai Chandra Naskar therein called as the Purchaser free from all encumbrances whatsoever; and subsequently on the same day the said Ajit Kumar Mondal sold, transferred and conveyed the remaining half portion thereof measuring 0.66 acre by another Deed of Conveyance duly registered at the Sub- Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 32, Pages 223 to 226, Being (Deed) No. 2100 for the year 1975, unto and in favour of one Sri Sudam Chandra Naskar therein called as the Purchaser free from all encumbrances whatsoever.

E. Subsequently by a Deed of Conveyance dated 06.04.1979 duly registered at the Sub- Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 50, Pages 114 to 118, Being (Deed) No. 2423 for the year 1979, the said Sri Balai Chandra Naskar and Sri Sudam Chandra Naskar being the owners thereof therein jointly called as the Vendors sold, conveyed and transferred free from all encumbrances, each of their half share measuring 0.66 acre so purchased by them severally by or dint of the aforesaid respective Sale Deeds in respect of the aforesaid properties being All That piece or parcel of Sali Land measuring 0.03 acre comprised in Part of R.S. Dag Nos. 589 and 0.43 acre comprised in part of R.S. Dag Nos. 590 and 0.64 acre comprised in part of R.S. Dag No. 591 and also 0.14 acre comprised in part of R.S. Dag No. 594 and togetherwith 0.08 acre comprised in part of R.S. Dag No. 601, total Sali Land admeasuring 1.32 acre in Part of said five Dags all at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, morefully described in the Schedule thereunder unto and in favour of one Sri Jadav Chandra Halder therein called as the Purchaser free from all encumbrances whatsoever.

F. Since after such purchase while in peaceful enjoyment thereof free from all encumbrances, by a Deed of Conveyance dated 14.12.1987 duly registered at the Office of the Additional District Sub- Registrar Bidhannagar Salt Lake City, and recorded in Book No. 1, Volume No. 148, Pages 385 to 392, Being (Deed) No. 7399 for the year 1987, the said Sri Jadav Chandra Halder being the owner thereof therein as the Vendor sold, conveyed and transferred free from all encumbrances, the entirety of his aforesaid purchased properties being All That piece or parcel of Sali Land total admeasuring 1.32 acre in Part of said five Dags under and Part of R.S. Khatian No. 228 and Kri-Khatian No. 380, 173 & T.R./67, all at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: North 24 Parganas, morefully described in the Schedule thereunder unto and in favour of his son Sri Narayan Chandra Halder therein called as the Purchaser free from all encumbrances whatsoever.

G. By another Deed of Conveyance dated 05.05.1973 duly registered at the Sub-Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 55, Pages 243 to 245, Being (Deed) No. 3383 for the year 1973, the said Sri Kartick Chandra Seal and said Sri Anil Chandra Seal being the owners thereof therein as the Vendors sold, conveyed and transferred free from all encumbrances, All That piece or parcel of Sali Land measuring about 0.58 acre comprised in part of R.S. Dag Nos. 580 and 0.03 acre another part of Sali Land comprised in part of R.S. Dag Nos. 588 and also 0.05 acre comprised in

Continue.....

part of R.S. Dag No. 596 total admeasuring 0.66 acre in Part of said three Dags all under R.S. Khatian No. 228, at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, morefully described in the Schedule thereunder unto and in favour of one Smt. Jaya Ghosh wife of Amal Kumar Ghosh therein called as the Purchaser free from all encumbrances whatsoever; and after such purchase while in seized and possessed thereof, subsequently by a Deed of Conveyance dated 28.08.1976 duly registered at the Sub- Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 107, Pages 24 to 27, Being (Deed) No. 5979 for the year 1976, the said Smt. Jaya Ghosh being the owner thereof therein as the Vendor sold, conveyed and transferred free from all encumbrances, the entirety of her aforesaid purchased properties being **All That piece or parcel of Sali Land measuring about 0.58 acre comprised in part of R.S. Dag Nos. 580 and 0.03 acre comprised in part of R.S. Dag Nos. 588 and also 0.05 acre comprised in part of R.S. Dag No. 596 total admeasuring 0.66 acre in Part of said three Dags all under R.S. Khatian No. 228, all at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, morefully described in the Schedule thereunder unto and in favour of one Sri Narayan Chandra Halder therein called as the Purchaser free from all encumbrances whatsoever.**

H. In the manners of aforesaid respective purchase by dint of the aforesaid two registered Deed of Conveyances Being Nos. 5979/1976 and 7399/1987, the said Narayan Chandra Halder thus became the owner of total 1.98 (0.66+1.32) acre of Sali Land all lying and situated at Mouza Sulanguri, Police Station: Rajarhat at present New Town, District: 24 Parganas now North 24 Parganas, and became seized and possessed thereof without being interrupted by any person whomsoever and or from any corner whatsoever and also free from all encumbrances whatsoever and; while in enjoyment thereof, by a Deed of Conveyance duly registered at the Office of the Additional District Sub- Registrar Bidhannagar Salt Lake City, and recorded in Book No. 1, Volume No. 46, Pages 277 to 296, Being (Deed) No. 00729 for the year 2006, the said Sri Narayan Chandra Halder being the owner thereof therein as the Vendor sold, conveyed and transferred free from all encumbrances, out of his aforesaid purchased properties a portion thereof being **All That piece or parcel of Sali Land measuring 02 Cottahs, 15 Chitaks comprised in Part of R.S. Dag No. 590 and 03 Cottahs comprised in Part of R.S. Dag No. 596 and 10 Chittaks comprised in Part of R.S. Dag No. 601 and 08 Cottahs, 07 Chittaks comprised in Part of R.S. Dag No. 580, total admeasuring 15 Cottahs in Part of said four Dags,** all at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, morefully described in the Schedule thereunder unto and in favour of one Sri Shekhar Bhowmik son of Late Sachindra Nath Bhowmik therein called as the Purchaser free from all encumbrances whatsoever.

I. Subsequently by a Deed of Conveyance duly registered at the Office of the District Sub- Registrar-II, North 24 Pargans and recorded in Book No. 1, Volume No. 4, Pages 7803 to 7817, Being (Deed) No. 02803 for the year 2008, the said Sri Narayan Chandra Halder being the owner thereof therein as the Vendor sold, conveyed and transferred free from all encumbrances, out of his remaining aforesaid purchased properties, a portion thereof being **All That piece or parcel of Sali Land measuring 08 Cottahs, 06 Chitaks comprised in Part of R.S. Dag No. 580 and 02 Cottahs, 01 Chittak comprised in Part of R.S. Dag No. 590, total admeasuring 10 Cottahs, 07 Chittaks in Part of said two Dags,** all at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: North 24 Parganas,

Continue.....

morefully described in the Schedule thereunder unto and in favour of one Sri Sumanta Dutta therein called as the Purchaser free from all encumbrances whatsoever and while thus in enjoyment thereof the name of the said Sumanta Dutta has been Mutated in L.R. Settlement Record under L.R. Khatian No. 1066 in respect of the said Sali Land measuring 10 Cottahs, 07 Chittaks comprised in Part of R.S. Dag Nos. 580 & 590 so purchased by him from the said Narayan Chandra Halder.

J. By another Deed of Conveyance dated 05.05.1973 duly registered at the Sub-Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 54, Pages 207 to 209, Being (Deed) No. 3383 for the year 1973, the said Sri Kartick Chandra Seal and said Sri Anil Chandra Seal being the owners thereof therein as the Vendors sold, conveyed and transferred free from all encumbrances, All That piece or parcel of Sali Land measuring about 0.61 acre comprised in part of R.S. Dag Nos. 580 and 0.05 acre another part of Sali Land comprised in part of R.S. Dag Nos. 596, total admeasuring 0.66 acre in Part of said two Dags both under R.S. Khatian No. 228, at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, morefully described in the Schedule thereunder unto and in favour of one Sri Jahar Lal Ghosh son of Late Jatindra Nath Ghosh therein called as the Purchaser free from all encumbrances whatsoever.

K. Since after the aforesaid purchase of the Sali Land from the said Kartick Chandra Seal and Anil Chandra Seal, the said Sri Jahar Lal Ghosh thus became seized and possessed of the aforesaid Sali Land total admeasuring 0.66 acre and while in enjoyment thereof, by a Deed of Conveyance dated 19.07.1976 duly registered at the Sub-Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 91, Pages 22 to 25, Being (Deed) No. 4933 for the year 1976, the said Sri Jahar Lal Ghosh being the owner thereof therein as the vendor sold, conveyed and transferred free from all encumbrances, All That piece or parcel of Sali Land measuring about 0.61 acre comprised in part of R.S. Dag Nos. 580 and 0.05 acre another part of Sali Land comprised in part of R.S. Dag Nos. 596, total admeasuring 0.66 acre in Part of said two Dags both under R.S. Khatian No. 228, at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, morefully described in the Schedule thereunder unto and in favour of one Sri Amulya Kumar Mistry son of Brajendra Nath Mistry free from all encumbrances whatsoever.

L. By a Deed of Conveyance duly registered at the Office of the A.D.S.R. Bidhannagar Salt Lake City and recorded in Book No. 1, Volume No. 44, Pages 104 to 117, Being (Deed) No. 00820 for the year 2001, the said Sri Amulya Kumar Mistry being the owner thereof therein as the vendor sold, conveyed and transferred his entire aforesaid purchased properties being **All That piece or parcel of Sali Land measuring about 0.61 acre comprised in part of R.S. Dag Nos. 580 and 0.05 acre another part of Sali Land comprised in part of R.S. Dag Nos. 596, total Sali Land admeasuring 0.66 acre** in Part of said two Dags both under R.S. Khatian No. 228, at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: North 24 Parganas, morefully described in the Schedule thereunder unto and in favour of Sri Shekhar Bhowmik and Smt. Tanim Bhowmik wife of said Shekhar Bhowmik free from all encumbrances whatsoever.

M. Subsequently by Registered Deed of Conveyance the said Sri Kartick Chandra Seal sold, conveyed and transferred free from all encumbrances out of his aforesaid properties, All That piece or parcel of Sali Land measuring about 0.51 acre comprised in part of R.S.

Continue.....

Dag Nos. 580 and 0.15 acre another part of Sali Land comprised in part of R.S. Dag Nos. 542, total admeasuring 0.66 acre in Part of said two Dags both under R.S. Khatian No. 228, at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, unto and in favour of Smt. Sunanda Chowdhury free from all encumbrances whatsoever.

N. Since after the aforesaid purchase the said Smt. Sunanda Chowdhury thus became seized and possessed of the aforesaid Sali Land total admeasuring 0.66 acre and while in enjoyment thereof, by a Deed of Conveyance dated 19.07.1976 duly registered at the Sub-Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 94, Pages 19 to 22, Being (Deed) No. 4932 for the year 1976, the said Smt. Sunanda Chowdhury being the owner thereof therein as the vendor sold, conveyed and transferred free from all encumbrances, All That piece or parcel of Sali Land measuring about 0.51 acre comprised in part of R.S. Dag Nos. 580 and 0.15 acre another part of Sali Land comprised in part of R.S. Dag Nos. 542, total admeasuring 0.66 acre in Part of said two Dags both under R.S. Khatian No. 228, at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, morefully described in the Schedule thereunder unto and in favour of one Sri Sushil Kumar Mistry free from all encumbrances whatsoever.

O. After aforesaid purchase by dint of the said Sale Deed Being (Deed) No. 4932 for the year 1976, the said Sri Sushil Kumar Mistry thus became seized and possessed of All That piece or parcel of Sali Land measuring about 0.51 acre comprised in part of R.S. Dag Nos. 580 and 0.15 acre another part of Sali Land comprised in part of R.S. Dag Nos. 542, total admeasuring 0.66 acre in Part of said two Dags both under R.S. Khatian No. 228, at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas and or well and sufficiently entitle thereto, and subsequently mutated his name in the Land Settlement Record as the absolute rayoti owner thereof under L.R. Khatian No. 506, paying rent or khajna to the State Government and; while seized and possessed thereof, by a Deed of Conveyance duly registered at the Office of the A.D.S.R. Bidhannagar Salt Lake City and recorded in Book No. 1, Volume No. 46, Pages 295 to 308, Being (Deed) No. 00859 for the year 2001, the said Sri Sushil Kumar Mistry being the owner thereof therein as the vendor sold, conveyed and transferred free from all encumbrances, out of his aforesaid properties **All That piece or parcel of Sali Land measuring about 2 (Two) Cottahs, be the same a little more or less comprised in part of R.S. Dag Nos. 542, under L.R. Khatian No. 506,** at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: North 24 Parganas, morefully described in the Schedule thereunder unto and in favour of said Sri Shekhar Bhowmik and Smt. Tanima Bhowmik free from all encumbrances whatsoever.

P. In the manners of aforesaid respective purchase by dint of the aforesaid three registered Deed of Conveyances Being Nos. 00820/2001 and 00859/2001 the said Shekhar Bhowmik and Tanima Bhowmik thus became the joint owners of total Sali Land admeasuring 02 Bighas, 02 Cottahs, a little more or less and beside that by dint of aforesaid Deed of Conveyance Being No. 00729/2006 the said Shekhar Bhowmik became independently the owner of a Sali Land measuring 15 Cottahs little more or less, all lying and situated at Mouza Sulanguri, Police Station: Rajarhat at present New Town, District: North 24 Parganas, and became seized and possessed thereof without being interrupted by any person whomsoever and or from any corner whatsoever and also free from all

Continue.....

encumbrances whatsoever; and each of their name have been Mutated and Recorded in L.R. Settlement Record under L.R. Khatian Nos. 1054 & 1053.

Q. Subsequently the said Shekhar Bhowmick, Tanima Bhowmik and Sumanta Dutta decided and declared to Sale of their aforesaid landed properties and in persuasion thereof, by a Deed of Conveyance dated 30.03.2011 duly registered at the Office of Additional District Sub- Registrar Bidhannagar Salt Lake City and recorded in Book No. 1, Volume No. 07, Pages 8342 to 8357, Being (Deed) No. 03888 for the year 2011, the said Shekhar Bhowmik and Tanima Bhowmik being the owners therein jointly called as the Vendors sold, conveyed and transferred free from all encumbrances out of their aforesaid landed properties recorded under L.R. Khatian Nos. 1053 & 1054 a Part of portion of Sali Land measuring 12 Cottahs, 14 Chittaks little more or less comprised in Part of R.S. Dag No. 580 and 02 Cottahs, 15 Chitaks little more or less comprised in part of R.S. Dag No. 590 and 05 Cottahs, 04 Chittaks little more or less comprised in part of R.S. Dag No. 596, **total Sali Land admeasuring 01 Bigha, 01 Cottah, 01 Chittak little more or less in Part of R.S. Dag Nos. 580, 590 & 596, all at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: North 24 Parganas, morefully described in the Schedule thereunder and also delineated in a map or plan annexed thereto unto and in favour of one Sri Sudipta Dey s/o Sri Nemai Chandra Dey therein called as the Purchaser free from all encumbrances whatsoever; and further by another Deed of Conveyance dated 29.07.2011 duly registered at the Office of Additional District Sub- Registrar Bidhannagar Salt Lake City and recorded in Book No. 1, Volume No. 16, Pages 3893 to 3907, Being (Deed) No. 08712 for the year 2011, the said Shekhar Bhowmick and Tanima Bhowmick being the owners therein jointly called as the Vendors sold, conveyed and transferred free from all encumbrances out of their aforesaid landed properties recorded under L.R. Khatian Nos. 1053 & 1054 a Part of portion of Sali Land measuring 16 Cottahs, little more or less comprised in Part of R.S. Dag No. 580, at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: North 24 Parganas, morefully described in the Schedule thereunder and also delineated in a map or plan annexed thereto unto and in favour of said Sri Sudipta Dey therein called as the Purchaser free from all encumbrances whatsoever; and subsequently on the same day by another Deed of Conveyance duly registered at the aforesaid Office and recorded in Book No. 1, Volume No. 16, Pages 2925 to 2939, Being (Deed) No. 08719 for the year 2011, the said Shekhar Bhowmick and Tanima Bhowmick being the owners therein jointly called as the Vendors sold, conveyed and transferred free from all encumbrances out of their aforesaid landed properties recorded under L.R. Khatian Nos. 1053 & 1054 a Part of portion of Sali Land measuring 02 Cottahs little more or less comprised in Part of R.S. Dag No. 542 and 13 Cottahs, 08 Chittaks little more or less comprised in Part of R.S. Dag No. 580, **total admeasuring 15 Cottahs, 08 Chittaks, all at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: North 24 Parganas, morefully described in the Schedule thereunder and also delineated in a map or plan annexed thereto unto and in favour of said Sri Sudipta Dey therein called as the Purchaser free from all encumbrances whatsoever;****

R. By a Deed of Conveyance dated 30.03.2011 duly registered at the Office of Additional District Sub- Registrar Bidhannagar Salt Lake City and recorded in Book No. 1, Volume No. 07, Pages 8635 to 8649, Being (Deed) No. 03903 for the year 2011, **the said Sumanta Dutta being the owner therein called as the Vendor** sold, conveyed and transferred free from all encumbrances out of his aforesaid landed properties recorded under L.R. Khatian No. 1066 a Part of portion of Sali Land measuring 08 Cottahs, 06 Chhittaks little

Continue.....

more or less comprised in Part of R.S. Dag No. 580 and 02 Cottahs, 01 Chitak little more or less comprised in part of R.S. Dag No. 590, **total Sali Land admeasuring 10 Cottahs, 07 Chittaks**, in Part of R.S. Dag Nos. 580 & 590 all at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: North 24 Parganas, morefully described in the Schedule thereunder and also delineated in a map or plan annexed thereto unto and **in favour of said Sri Sudipta Dey** therein called as the Purchaser free from all encumbrances whatsoever;

S. In the manners of aforesaid respective purchase by dint of the aforesaid four registered Deed of Conveyances Being Nos. 03888/2011, 08712/2011, 08719/2011 & 03903/2011, the said Sudipta Dey thus became the owner of Sali Land measuring 02 Bighas, 10 Cottahs, 12 Chittaks little more or less comprised in Part of R.S. Dag No. 580 and 05 Cottahs little more or less comprised in Part of R.S. Dag No. 590 and 05 Cottahs, 04 Chittaks little more or less comprised in Part of R.S. Dag No. 596 and 02 Cottahs little more or less comprised in Part of R.S. Dag No. 542, **total Sali Land admeasuring 03 Bighas, 03 Cottahs little more or less recorded under and Part of L.R. Khatian Nos. 1054, 1053 & 1066**, lying and situated at Mouza Sulanguri, Police Station: Rajarhat at present New Town, District: North 24 Parganas, and became seized and possessed thereof without being interrupted by any person whomsoever and or from any corner whatsoever and also free from all encumbrances whatsoever; and while seized and possessed thereof, the said Sudipta Dey sub-divided the same into some small demarcated plots under a Master Scheme Plan for the purpose of selling the plots to the prospective buyers intending to purchase the plot/s and subsequently sold out some of the plots to the several respective purchasers by way of several Registered Sale Deeds;

T. By a Deed of Conveyance dated 17.12.2013 duly registered at the office of the Addl. Dist. Sub-Registrar Rajarhat, New Town, North 24 Parganas, recorded in Book No. I, CD Volume No:20, Pages: from 14569 to 14589, Being No: 14287 for the year 2013, the said Sudipta Dey therein referred to as the Owner-Vendor at the valuable consideration mentioned therein sold transferred and conveyed All That a plot of land being **Plot No: 1A, under a Master Scheme Plan measuring 03 cotthas** a little more or less comprised in part of **R.S. Dag No. 580**, under R.S. Khatian No. **228** subsequently recorded under and part of L.R. Khatian **Nos. 1054, 1053 & 1066**, (at present recorded under **L.R. Kh. No. 1741**) with rights of ingress and egress through 14' feet wide and also 6' feet wide common passages provided in the said Scheme Plan at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: North 24 Parganas, unto and in favour of **M/s Sainath Appartment Pvt. Ltd.** the First Party in Sl. No.(1) herein free from all encumbrances whatsoever.

U. By another Deed of Conveyance dated 17.12.2013 duly registered at the office of the Addl. Dist. Sub-Registrar Rajarhat, New Town, North 24 Parganas, recorded in Book No. I, CD Volume No:20, Pages: from 13034 to 13056, Being No: 14241 for the year 2013, the said Sudipta Dey therein referred to as the Owner-Vendor at the valuable consideration mentioned therein sold transferred and conveyed All That a plot of land being **Plot No: 1B, under a Master Scheme Plan measuring 03 cotthas** a little more or less comprised in part of **R.S. Dag No. 580**, under R.S. Khatian No. **228** subsequently recorded under and part of L.R. Khatian **Nos. 1054, 1053 & 1066**, (at present recorded under **L.R. Kh. No. 1742**) with rights of ingress and egress through 14' feet wide and also 6' feet wide common passages provided in the said Scheme Plan at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: North 24 Parganas, unto and in favour of **M/s Sainath**

Continue.....

Appartment Pvt. Ltd. the First Party in Sl. No.(1) herein free from all encumbrances whatsoever.

V. By an Indenture of Sale dated 02.08.2013 registered at the Office of the Additional District Sub-Registrar Rajarhat, North 24 Parganas and recorded in Book No. 1, CD Volume No. 14, Pages 903 to 918, Being No. 09389 for the year 2013 the said Sudipta Dey therein as the Vendor at the valuable consideration mention therein sold, conveyed and transferred free from all encumbrances ALL THAT a Plot of Sali Land marked as **Plot No. 16, under the said Master Scheme Plan measuring an area of 03 (three) Cottahs** little more or less including share of common passage touching the said Plot comprised in part of R.S. Dag Nos. 580, with common easement rights on and over the Common Passages and all others rights and benefits in connection thereto, under and Part of R.S. Khatian No. 228, subsequently recorded under and part of L.R. Khatian Nos. 1054, 1053 & 1066, lying and situated at Mauza Sulangari, Police Station: New Town, District: North 24 Parganas morefully and particularly described in the Schedule written therein unto and in favour of **Mrs. Paramita Munshi** w/o Mr. Satyabrata Munshi therein referred to as the Purchaser.

W. By another Indenture of sale dated 27.11.2013 registered at the Office of the Additional District Sub-Registrar Rajarhat, North 24 Parganas and recorded in Book No. 1, CD Volume No. 19, Pages: 8678 to 8694, Being No. 13304 for the year 2013 the said Sudipta Dey therein as the Vendor at the valuable consideration mentioned therein sold, conveyed and transferred free from all encumbrances ALL THAT piece or parcel of "Sali" land being a plot under the said Master Scheme Plan marked as Plot No. 7B, measuring an area of 01 (one) Cottah little more or less including share of common passage touching the said Plot comprised in part of R.S. Dag Nos. 580, with common easement rights on and over the Common Passages and all others rights and benefits in connection thereto, under and Part of R.S. Khatian No. 228, subsequently recorded under and part of L.R. Khatian Nos. 1054, 1053 & 1066, situated at Mauza Sulanguri, J.L. No. 22, R.S. No. 196, Touzi No. 178, Police Station- Rajarhat now New Town P.S., District: 24 Parganas now North 24 Parganas morefully and particularly described in the Schedule written therein unto and in favour of said **Mrs. Paromita Munshi** therein referred to as the Purchaser.

X. Since then, by way of respective purchase by or through aforesaid two Deed of Conveyances the **said Paromita Munshi** thus became seized and possessed of the aforesaid two plots of land being Plot No:16 measuring an area of 03 (three) Cottahs little more or less and Plot No:7B measuring 01 **cottha** a little more or less and while in absolute enjoyment thereof, by a Deed of Conveyance dated 03.07.2014 duly registered at the office of the Addl. Dist. Sub-Registrar Rajarhat, New Town, North 24 Parganas, recorded in Book No. I, CD Volume No:12, Pages: from 2191 to 2212, Being No: 07435 for the year 2014, Smt. Paramita Munshi therein referred to as the Owner-Vendor at the valuable consideration mentioned therein sold transferred and conveyed out of her aforesaid two plots, All That a plot of land being **Plot No: 7B, under a Master Scheme Plan measuring 01 cottha** a little more or less comprised in part of **R.S. Dag No. 580**, under R.S. Khatian No. **228** subsequently recorded under and part of L.R. Khatian **Nos. 1054, 1053 & 1066**, (at present recorded under L.R. Khatian No. 1894) with rights of ingress and egress through 06' feet wide and common passages provided in the said Scheme Plan at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: North 24 Parganas, unto and in favour of **M/s Sainath Appartment Pvt. Ltd.** the First Party in Sl. No.(1) herein free from all encumbrances whatsoever.

Continue.....

Y. In the manners aforesaid by dint of the said three registered Deed of Conveyances, the First Party in Sl. No.(1) herein is the owner of said three Plots of Land being **Plot No: 1A, 1B & 7B all comprised in R.S. Dag No: 580, total admeasuring a land area about 07 Cottahs** a little more or less along with common easement right in all common passages in connection thereto, recorded under L.R. Khatian Nos: 1741,1742 & 1894 at mouza Sulanguri morefully and collectively described in Part-I of the Frist Schedule hereunder written and is fully seized and possessed of the same free from all encumbrances whatsoever without being interrupted by any person whomsoever and or from any corner whatsoever.

Z. By a Deed of Conveyance dated 20.12.2013 duly registered at the office of the Addl. Dist. Sub-Registrar Rajarhat, New Town, North 24 Parganas, recorded in Book No. I, CD Volume No:21, Pages: from 1858 to 1880, Being No: 14364 for the year 2013,the said Sudipta Dey therein referred to as the Owner-Vendor at the valuable consideration mentioned therein sold transferred and conveyed All That a plot of land being **Plot No: 02**, under a Master Scheme Plan measuring **03 cotthas** a little more or less comprised in part of **R.S. Dag No. 580**, under **R.S. Khatian No. 228** subsequently recorded under and part of L.R. Khatian Nos. 1054, 1053 & 1066, (at present recorded under **L.R. Kh. No. 1739**) with rights of ingress and egress through 6' feet wide common passages provided in the said Scheme Plan at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: North 24 Parganas, unto and in favour of **M/S Brijdhara Complex Pvt. Ltd.** the First Party in Sl. No.(2) herein free from all encumbrances whatsoever.

AA. By another Deed of Conveyance dated 30.01.2014 duly registered at the office of the Addl. Dist. Sub-Registrar Rajarhat, New Town, North 24 Parganas, recorded in Book No. I, CD Volume No:02, Pages: from 5222 to 5244, Being No: 00983 for the year 2014, the said Sudipta Dey therein referred to as the Owner-Vendor at the valuable consideration mentioned therein sold transferred and conveyed All That a plot of land being **Plot No: 06**, under a Master Scheme Plan measuring **03 cotthas** a little more or less out which **2 cotthas, 09 Chhittacks** comprised in part of **R.S. Dag No. 596 and 07 Chhittacks** comprised in part of **R.S. Dag No. 580** under R.S. Khatian No. **228** subsequently recorded under and part of L.R. Khatian Nos. 1054, 1053 & 1066, (at present recorded under L.R. Khatian No. 1747) with rights of ingress and egress through 06' feet wide and common passages provided in the said Scheme Plan at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: North 24 Parganas, unto and in favour of **M/S Brijdhara Complex Pvt. Ltd.** the First Party in Sl. No.(2) herein free from all encumbrances whatsoever.

BB. In the manners aforesaid by dint of the said two registered Deed of Conveyances the First Party in Sl. No.(2) herein is the owner of said two Plots of Land being **Plot No: 2, & 6, total admeasuring a land area about 06 Cottahs** a little more or less out which 03 Cottahs 07 Chhitaks a little more or less comprised in part of **R.S. Dag No: 580**, and 02 Cottahs 09 Chhitaks in part of **R.S. Dag No: 596**, along with common easement right in all common passages in connection thereto, all under R. S. Khatain No; 228 **at present recorded under L.R. Khatian Nos: 1739 & 1747** at mouza Sulanguri morefully and collectively described in Part -II of the Frist Schedule hereunder written and is fully seized and possessed of the same free from all encumbrances whatsoever without being interrupted by any person whomsoever and or from any corner whatsoever.

CC. By a Deed of Conveyance dated 20.12.2013 duly registered at the office of the Addl. Dist. Sub-Registrar Rajarhat, New Town, North 24 Parganas, recorded in Book No. I, CD

Continue.....

Volume No:21, Pages: from 2090 to 2112, Being No: 14370 for the year 2013, the said Sudipta Dey therein referred to as the Owner-Vendor at the valuable consideration mentioned therein sold transferred and conveyed All That a plot of land being **Plot No: 03**, under a Master Scheme Plan measuring **03 cotthas** a little more or less comprised in part of **R.S. Dag No. 580**, under R.S. Khatian No. **228** subsequently recorded under and part of L.R. Khatian **Nos. 1054, 1053 & 1066**, (at present recorded under **L.R. Kh. No. 1740**) with rights of ingress and egress through 6' feet wide common passages provided in the said Scheme Plan at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: North 24 Parganas, unto and in favour of **M/S. Ganeshdham Projects Pvt. Ltd.** the First Party in Sl. No.(3) herein free from all encumbrances whatsoever.

DD. By another Deed of Conveyance dated 30.01.2014 duly registered at the office of the Addl. Dist. Sub-Registrar Rajarhat, New Town, North 24 Parganas, recorded in Book No. I, CD Volume No:02, Pages: from 5268 to 5290, Being No: 00989 for the year 2014, the said Sudipta Dey therein referred to as the Owner-Vendor at the valuable consideration mentioned therein sold transferred and conveyed All That a plot of land being **Plot No: 7A**, under a Master Scheme Plan measuring **02 cotthas** a little more or less out which **01 cotthas, 04 Chhittacks** comprised in part of **R.S. Dag No. 596 and 12 Chhittacks** comprised in part of **R.S. Dag No. 580**, under R.S. Khatian No. **228** subsequently recorded under and part of L.R. Khatian **Nos. 1054, 1053 & 1066**, (at present recorded under **L.R. Kh. No. 1743**) with rights of ingress and egress through 6' feet wide common passages provided in the said Scheme Plan at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: North 24 Parganas, unto and in favour of **M/S. Ganeshdham Projects Pvt. Ltd.** the First Party in Sl. No.(3) herein free from all encumbrances whatsoever.

EE. In the manners aforesaid by dint of the said two registered Deed of Conveyances, the First Party in Sl. No.(3) herein is the owner of said two Plots of Land being **Plot No: 03, & 7A, total admeasuring a land area about 05 Cottahs** a little more or less out which **01 Cottahs 04 Chhitaks** a little more or less comprised in part of **R.S. Dag No: 596**, and **03 Cottahs 12 Chhitaks** in part of **R.S. Dag No: 580**, along with common easement right in all common passages in connection thereto, all under R. S. Khatain No; **228** at present recorded under **L.R. Khatian Nos: 1740 & 1743** at mouza Sulanguri morefully and collectively described in Part –III of the Frist Schedule hereunder written and is fully seized and possessed of the same free from all encumbrances whatsoever without being interrupted by any person whomsoever and or from any corner whatsoever.

FF. By a Deed of Conveyance dated 20.12.2013 duly registered at the office of the Addl. Dist. Sub-Registrar Rajarhat, New Town, North 24 Parganas, recorded in Book No. I, CD Volume No:21, Pages: from 1967 to 1989, Being No: 14368 for the year 2013, the said Sudipta Dey therein referred to as the Owner-Vendor at the valuable consideration mentioned therein sold transferred and conveyed All That a plot of land being **Plot No: 04**, under a Master Scheme Plan measuring **03 cotthas** a little more or less comprised in part of **R.S. Dag No. 580**, under **R.S. Khatian No. 228** subsequently recorded under and part of L.R. Khatian Nos. **1054, 1053 & 1066**, (at present recorded under **L.R. Kh. No. 1738**) with rights of ingress and egress through 6' feet wide common passages provided in the said Scheme Plan at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: North 24 Parganas, unto and in favour of **M/S. Genesis Plaza Pvt. Ltd.** the First Party in Sl. No.(4) herein free from all encumbrances whatsoever.

Continue.....

GG. By another Deed of Conveyance dated 30.01.2014 duly registered at the office of the Addl. Dist. Sub-Registrar Rajarhat, New Town, North 24 Parganas, recorded in Book No. I, CD Volume No:02, Pages: from 5245 to 5267, Being No: 00987 for the year 2014, the said Sudipta Dey therein referred to as the Owner-Vendor at the valuable consideration mentioned therein sold transferred and conveyed All That a plot of land being **Plot No: 05**, under a Master Scheme Plan measuring **03 cotthas** a little more or less out which 01 cottha, 04 Chhittacks comprised in part of **R.S. Dag No. 580 and** 01 cottha, 12 Chhittacks comprised in part of **R.S. Dag No. 596**, under R.S. Khatian No. **228** subsequently recorded under and part of L.R. Khatian Nos. 1054, 1053 & 1066, (at present recorded under **L.R. Kh. No. 1749 & 1856**) with rights of ingress and egress through 6' feet wide common passages provided in the said Scheme Plan at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: North 24 Parganas, unto and in favour of **M/S. Genesis Plaza Pvt. Ltd.** the First Party in Sl.No.(4) herein free from all encumbrances whatsoever.

HH. In the manners aforesaid by dint of the said two registered Deed of Conveyances the First Party in Sl. No.(4) herein is the owner of said two Plots of Land being **Plot No: 04, & 05, total admeasuring a land area about 06 Cottahs** a little more or less out which, 04 Cottahs 04 Chhitaks a little more or less comprised in part of **R.S. Dag No: 580**, and 01 Cottahs 12 Chhitaks in part of **R.S. Dag No: 596**, along with common easement right in all common passages in connection thereto, all under R. S. Khatain No; 228 **at present recorded under L.R. Khatian Nos: 1738, 1749 & 1856** at mouza Sulanguri morefully and collectively described in Part –IV of the Frist Schedule hereunder written and is fully seized and possessed of the same free from all encumbrances whatsoever without being interrupted by any person whomsoever and or from any corner whatsoever.

II. By a Deed of Conveyance dated 07.03.2014 duly registered at the office of the Addl. Dist. Sub-Registrar Rajarhat, New Town, North 24 Parganas, recorded in Book No. I, CD Volume No:4, Pages: from 10269 to 10291, Being No: 02618 for the year 2014, the said Sudipta Dey therein referred to as the Owner-Vendor at the valuable consideration mentioned therein sold transferred and conveyed All That a plot of land being **Plot No: 09**, under a Master Scheme Plan measuring **03 cotthas, 2 Chhittkas** a little more or less comprised in part of **R.S. Dag No. 590**,, under **R.S. Khatian No. 228** subsequently recorded under and part of L.R. Khatian Nos. 1054, 1053 & 1066 (at present recorded under **L.R. Kh. No. 1748**) with rights of ingress and egress through 6' feet and also 12' feet wide common passages provided in the said Scheme Plan at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: North 24 Parganas, unto and in favour of **M/S. Centerio Realtors Pvt. Ltd.** the First Party in Sl. No.(5) herein free from all encumbrances whatsoever.

JJ. By a Deed of Conveyance duly registered at the Sub-Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No.17, Pages: 27 to 30, Being (Deed) No. 0212 for the year 1973, the said Sri Kartick Chandra Seal and said Sri Anil Chandra Seal being the owners thereof therein as the Vendors sold, conveyed and transferred free from all encumbrances, All That piece or parcel of Sali Land measuring about 0.40 acre comprised in part of R.S. Dag Nos. 539 and 0.11 acre comprised in part of R.S. Dag Nos. 542 both under and Part of R.S. Khatian No. 228 togetherwith 0.24 acre comprised in part of R.S. Dag No. 541 and 0.08 acre comprised in part of R.S. Dag No. 540 both under and Part of R.S. Khatian No. 201, total Sali Land admeasuring 0.83 acre comprised in Part of said four Dags all at Mauza Sulanguri, Police Station: Rajarhat at

Continue.....

present P.S. New Town, District: 24 Parganas now North 24 Parganas, morefully described in the Schedule thereunder unto and in favour of one Sri Bhadreshwar Ghosh therein called as the Purchaser free from all encumbrances whatsoever; and after such purchase while in seized and possessed thereof, subsequently by a Deed of Conveyance dated 06.07.1976 duly registered at the Sub- Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 21, Pages: 46 to 48, Being (Deed) No. 7911 for the year 1976, the said Sri Bhadreshwar Ghosh being the owner thereof therein as the Vendor sold, conveyed and transferred free from all encumbrances, the entirety of his aforesaid purchased properties being All That piece or parcel of Sali Land total admeasuring 0.83 acre comprised in Part of said four Dags recorded under and Part of R.S. Khatian Nos. 228 & 201 all at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, morefully described in the Schedule thereunder unto and in favour of one Smt. Namita Bala Mondal wife of Sri Bhupati Krishna Mondal therein called as the Purchaser free from all encumbrances whatsoever.

KK. By another Deed of Conveyance dated 30.01.1974 duly registered at the Sub-Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 21, Pages: 46 to 48, Being (Deed) No. 538 for the year 1974, the said Sri Kartick Chandra Seal and said Sri Anil Chandra Seal being the owners thereof therein as the Vendors sold, conveyed and transferred free from all encumbrances, All That piece or parcel of Sali Land measuring about 0.24 acre comprised in R.S. Dag Nos. 597 and 0.24 acre another part of Sali Land comprised in part of R.S. Dag Nos. 598, total admeasuring 0.48 acre in Part of said two Dags both under R.S. Khatian No. 228, at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, morefully described in the Schedule thereunder unto and in favour of one Smt. Sunanda Chowdhury, Smt. Jaya Ghosh and Smt. Bela Ghosh all therein jointly called as the Purchasers free from all encumbrances whatsoever; and after such purchase while jointly seized and possessed thereof, by a Deed of Conveyance dated 06.12.1976 duly registered at the Sub- Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 137, Pages: 57 to 59, Being (Deed) No. 7911 for the year 1976, the said Smt. Sunanda Chowdhury, Smt. Jaya Ghosh and Smt. Bela Ghosh being the joint owners thereof therein as the Vendors jointly sold, conveyed and transferred free from all encumbrances, the entirety of their aforesaid purchased properties being All That piece or parcel of Sali Land measuring about 0.24 acre comprised in R.S. Dag Nos. 597 and 0.24 acre comprised in part of R.S. Dag Nos. 598 total admeasuring 0.48 acre comprised in Part of said two Dags both under R.S. Khatian No. 228, all at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, morefully described in the Schedule thereunder unto and in favour of one Sri Sukhendu Ghosh son of Tarapada Ghosh therein called as the Purchaser free from all encumbrances whatsoever.

LL. Since after the aforesaid purchased the Said Sukhendu Ghosh thus became seized and possessed of the aforesaid property being All That piece or parcel of Sali Land total admeasuring 0.48 acre comprised in R.S. Dag Nos. 597 & 598 both under R.S. Khatian No. 228, all at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, as the absolute owner thereof and; while in seized and possessed thereof, by a Deed of Conveyance dated 15.11.1977 duly registered at the Sub-Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 140, Pages: 103 to 105, Being (Deed) No. 6215 for the year 1977, the said Sri Sukhendu Ghosh

Continue.....

therein as the Vendor sold, conveyed and transferred free from all encumbrances, the entirety of his aforesaid purchased Sali Land total admeasuring 0.48 acre morefully described in the Schedule therein unto and in favour of Sri Bhupati Krishna Mondal the husband of aforesaid Namita Bala Mondal absolutely and forever.

MM. In the manners of aforesaid respective purchase by dint of the aforesaid two registered Deed of Conveyances Being Nos. 5491/1976 and 6215/1977, the said Smt. Namita Bala Mondal and her husband Sri Bhupati Krishna Mondal thus became the owners of total Sali Land measuring 0.99 acre comprised in Part of R.S. Dag Nos. 539, 542, 597 & 598 all under and Part of R.S. Khatian No. 228 togetherwith 0.32 acre comprised in Part of R.S. Dag Nos. 540 & 541 both under and Part of R.S. Khatian No. 201 total admeasuring 1.31(0.99+0.32) acre of Sali Land all lying and situated at Mouza Sulanguri, Police Station: Rajarhat at present New Town, District: 24 Parganas now North 24 Parganas, and became seized and possessed thereof without being interrupted by any person whomsoever and or from any corner whatsoever and also free from all encumbrances whatsoever and; during L.R. Survey Settlement the name of said Smt. Namita Bala Mondal duly recorded under L.R. Khatian No. 204 and the name of said Bhupati Krishan Mondal duly recorded under L.R. Khatian No. 327 in respect of the aforesaid properties so purchased by each of them in the manners aforesaid.

NN. The said Bhupati Krihsna Mondal died intestate survived by his said wife Namita Bala, four sons namely Tarani, Satyajit, Swapan and Amiya Mondal, four daughters namely Mrs. Uma Mondal, Gouri Mondal, Parbati Nag and Miss Pratima Mondal all as the joint legal successors of said Late Bhupati Krishna Mondal and all those who since after his expiry became jointly seized and possessed of all the assets and properties including of the said 0.48 (0.24+0.24) acre of Sali Land comprised in R.S. Dag Nos. 597 & 598, at Mouza Sulanguri, Police Station: Rajarhat at present New Town, District: 24 Parganas now North 24 Parganas, recorded under L.R. Khatian No. 327 so left by said Bhupati Krishna Mondal since deceased and; while in joint enjoyment thereof, by a Deed of Conveyance dated 03.07.1992 duly registered at the Office of the Additional District Sub- Registrar Bidhannagar Salt Lake City, and recorded in Book No. 1, Volume No. 153, Pages: 371 to 382, Being (Deed) No. 7011 for the year 1992, the said Smt. Namita Bala Mondal, Tarani Mondal, Satyajit Mondal, Swapan Mondal, Amiya Mondal, Mrs. Uma Mondal, Gouri Mondal, Parbati Nag and Miss Pratima Mondal all being the joint owners thereof therein called as the Vendors sold, conveyed and transferred free from all encumbrances, out of their aforesaid properties a demarcated portion thereof marked as Scheme Plan Plot No. 10 & 11 consisting of a piece or parcel of Sali Land measuring 03 Cottahs, 13 Chitaks, 18 Sq.ft. comprised in Part of R.S. as well L.R. Dag No. 539, 01 Cottah, 02 Chhitaks, 23 Sq.ft. comprised in Part of R.S. as well L.R. Dag No. 542 and 02 Cottahs, 07 Chittaks, 27 Sq.ft. comprised in Part of R.S. as well L.R. Dag No. 597 total admeasuring 07 Cottahs, 07 Chhittaks, 23 sq.ft. under and part of R.S. Khatian No. 228 corresponding to L.R. Khatian Nos. 204 & 327 and; also 03 Cottahs, 09 Chittaks, 22 Sq.ft. comprised in Part of R.S. as well L.R. Dag No. 541 under and part of R.S. Khatian No. 201 corresponding to L.R. Khatian No. 204, **total admeasuring 11 Cottahs, 01 Chhittak, a little more or less in Part of said four Dags including of 3' feet wide being the proportionate share of common passage, under and part of said L.R. Khatian Nos. 204 & 327**, all at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, morefully described in the Schedule thereunder and also delineated in map or plan showing the said plot nos. 10 & 11

Continue.....

bordered in Red colour and annexed thereto unto and in favour of one Sri Somnath Saha son of Late Subodh Kumar Saha and Smt Meena Saha wife of said Somnath Saha therein jointly called as the Purchasers free from all encumbrances whatsoever.

OO. Since after the aforesaid purchase by dint of said Deed of Conveyance dated 13.07.1992 Being No. 7011, the said Somnath Saha and Meena Saha thus became jointly seized and possessed of the said plot of land being Plot Nos. 10 & 11 total admeasuring 11 Cottahs, 01 Chhitak a little more or less with all rights of easements and quasi-easements on and over all the common passages and others rights and benefits in connection thereto as the joint owners thereof and during enjoyment of there said landed properties, a part or portion thereof measuring 01 Cottah, 02 Chhittaks, 23 Sq.ft. comprised in part of R.S. as well L.R. Dag No. 542 subsequently acquired by the Land Acquisition Collector by notification dated 12.12.1996 vide L.A. No. 7430, and; subsequently in consequence thereof, the said Somnath Saha and Meena Saha became entitled to and seized and possessed of the remaining portions measuring 09 Cottahs, 14 Chhittaks, 22 Sq.ft comprised in Part of R.S. as well L.R. Dag Nos. 539, 541 & 597, all at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, as the absolute joint owners thereof under the State Government.

PP. While in enjoyment of their aforesaid properties free from all encumbrances, by a Deed of Conveyance dated 08.08.2012 duly registered at the Office of the Additional District Sub- Registrar Bidhannagar Salt Lake City, and recorded in Book No.1, CD Volume No. 14, Pages: 12702 to 12716, Being (Deed) No. 10339 for the year 2012, the said Somnath Saha and Meena Saha being the joint owners thereof therein as the Vendors sold, conveyed and transferred free from all encumbrances, out of their aforesaid purchased properties a demarcated portion thereof being ALL THAT piece or parcel of "Sali" land marked as Plot No.11B, under the said scheme plan measuring area about 02 Cottahs, 07 Chhittaks, 27 Sq.ft. a little more or less including the share of 6' feet wide common passage touching the said Plot comprised in part of R.S. Dag No. 597, togetherwith common easement rights on and over all the Common Passages and all others rights and benefits in connection thereto, lying and situated at Mauza Sulanguri, J.L. No. 22, R.S. No. 196, under and Part of R.S. Khatian No. 228 and L.R. Khatian No. 327, Touzi No. 178, Police Station- Rajarhat now New Town P.S., District: North 24 Parganas morefully and particularly described in the Schedule written therein unto and in favour of Sri Prabir Ghosh s/o Late Bato Krishna Ghosh therein referred to as the Purchaser at the valuable consideration mentioned therein.

QQ. Since then by dint of aforesaid Deed of Conveyance dated 08.08.2012 the said Prabir Ghosh thus became seized and possessed of the aforesaid plot of land being **Plot No:11B measuring 02 cotthas, 07 Chhittaks, 27 Sq.ft.** a little more or less comprised in part of **R.S. Dag No. 597**, under **R.S. Khatian No. 228** subsequently recorded under and part of **L.R. Khatian No. 327**, at Mouza: Sulanguri, North 24 Parganas with right of common passages in connection to the said plot of land free from all encumbrances whatsoever; and while in absolute enjoyment there of, by a Deed of Conveyance dated 15.03.2014 duly registered at the office of the Addl. Dist. Sub-Registrar Rajarhat, New Town, North 24 Parganas, recorded in Book No. I, CD Volume No:6, Pages: from 123 to 140, Being No: 03492 for the year 2014, the said **Prabir Ghosh** therein referred to as the Owner-Vendor at the valuable consideration mentioned therein sold transferred and conveyed All That a plot of land being **Plot No: 11B**, under a Master Scheme Plan measuring **02 cotthas, 07 Chhittaks, 27 Sq.ft.** a little more or less comprised in part of **R.S. Dag No. 597**, under **R.S.**

Continue.....

Khatian No. 228 subsequently recorded under and part of **L.R. Khatian No. 327**, (at present recorded under **L.R. Kh. No.1785**) togetherwith common easement rights on and over all the Common Passages and all others rights and benefits in connection thereto at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: North 24 Parganas, unto and in favour of **M/S. Centerio Realtors Pvt. Ltd.** the First Party in Sl. No.(5) herein free from all encumbrances whatsoever.

RR. In the manners aforesaid by dint of the said two registered Deed of Conveyances, the First Party in Sl. No.(5) herein is the owner of said two Plots of Land being **Plot No: 09 & 11B, total admeasuring a land area about 05 Cottahs, 9 Chhitaks, 27 Sq.ft.** a little more or less out which, 03 Cottahs 02 Chhitaks a little more or less comprised in part of **R.S. Dag No: 590**, and 02 cotthas, 07 Chhittaks, 27 Sq.ft. a little more or less comprised in part of **R.S. Dag No. 597**, along with common easement right in all common passages in connection thereto, recorded under **R. S. Khatain No; 228** at present recorded under **L.R. Khatian Nos: 1748, 1785** at mouza Sulanguri morefully and collectively described in Part –V of the Frist Schedule hereunder written and is fully seized and possessed of the same free from all encumbrances whatsoever without being interrupted by any person whomsoever and or from any corner whatsoever.

SS. By a Deed of Conveyance dated 07.03.2014 duly registered at the office of the Addl. Dist. Sub-Registrar Rajarhat, New Town, North 24 Parganas, recorded in Book No. I, CD Volume No:4, Pages: from 10537 to 10559, Being No: 02619 for the year 2014, the said Sudipta Dey therein referred to as the Owner-Vendor at the valuable consideration mentioned therein sold transferred and conveyed All That a plot of land being **Plot No: 08**, under a Master Scheme Plan measuring **03 cotthas**, a little more or less comprised in part of **R.S. Dag No. 590**, under R.S. Khatian No. **228** subsequently recorded under and part of L.R. Khatian Nos. 1054, 1053 & 1066 (at present recorded under **L.R. Kh. No. 1746**) togetherwith common easement rights on and over all the Common Passages and all others rights and benefits in connection thereto at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: North 24 Parganas, unto and in favour of **M/S. Girikunj Projects Pvt. Ltd** the First Party in Sl. No.(6) herein free from all encumbrances whatsoever.

TT. By another Deed of Conveyance dated 08.08.2012 duly registered at the Office of the Additional District Sub- Registrar Bidhannagar Salt Lake City, and recorded in Book No.1, CD Volume No. 14, Pages: 12967 to 12981, Being (Deed) No. 10356 for the year 2012, the said Somnath Saha and Meena Saha being the joint owners thereof therein as the Vendors sold, conveyed and transferred free from all encumbrances, out of their aforesaid purchased properties a demarcated portion thereof being ALL THAT piece or parcel of "Sali" land marked as Plot No.10B, under the said scheme plan measuring area about 02 Cottahs, 07 Chhittaks, 24 Sq.ft. a little more or less, comprised in part of R.S. Dag No. 541, togetherwith common easement rights on and over all the Common Passages and all others rights and benefits in connection thereto lying and situated at Mauza Sulanguri, J.L. No. 22, R.S. No. 196, under and Part of R.S. Khatian No. 201 and L.R. Khatian No. 204, Touzi No. 178, Police Station- Rajarhat now New Town P.S., District: North 24 Parganas morefully and particularly described in the Schedule written therein unto and in favour of Mr. Sandip Khan s/o Sushanta Kahan therein referred to as the Purchaser at the valuable consideration mentioned therein.

Continue.....

UU. Since then by dint of aforesaid Deed of Conveyance dated 08.08.2012, the said Sandip Khan thus became seized and possessed of the aforesaid plot of land being Plot No:10B measuring **02 cotthas, 07 Chhittaks, 24 Sq.ft.** a little more or less comprised in part of **R.S. Dag No. 541**, under R.S. Khatian No. **201** subsequently recorded under and part of L.R. Khatian **No. 204, at Mouza: Sulanguri, North 24 Parganas with right of common passages in connection to the said plot of land free from all encumbrances whatsoever; and while in absolute enjoyment there of**, by a Deed of Conveyance dated 15.03.2014 duly registered at the office of the Addl. Dist. Sub-Registrar Rajarhat, New Town, North 24 Parganas, recorded in Book No. I, CD Volume No:6, Pages: from 5346 to 5363 Being No: 03739 for the year 2014, the **said Sandip Khan** therein referred to as the Owner-Vendor at the valuable consideration mentioned therein sold transferred and conveyed All That a plot of land being **Plot No: 10B**, under a Master Scheme Plan measuring **02 cotthas, 07 Chhittaks, 24 Sq.ft.** a little more or less comprised in part of **R.S. Dag No. 541**, under R.S. Khatian No. **201** at present recorded under **L.R. Kh. No. 1801** with rights of ingress and egress through 6' feet common passages provided in the said Scheme Plan at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: North 24 Parganas, unto and in favour of **M/S. Girikunj Projects Pvt. Ltd.** the First Party in Sl. No.(6) herein free from all encumbrances whatsoever.

VV. In the manners aforesaid by dint of the said two registered Deed of Conveyances, the First Party in Sl. No.(6) herein is the owner of said two Plots of Land being **Plot No: 08, & 10B, total admeasuring a land area about 05 Cottahs, 7 Chhitaks, 24 Sq.ft.** a little more or less out which, 03 Cottahs a little more or less comprised in part of **R.S. Dag No: 580**, and 02 cotthas, 07 Chhittaks, 24 Sq.ft. a little more or less comprised in part of **R.S. Dag No. 541**, along with common easement right in all common passages in connection thereto, under **R. S. Khatain No; 228 & 201** at present recorded under **L.R. Khatian Nos: 1746 & 1801**, at mouza Sulanguri morefully and collectively described in Part –VI of the Frist Schedule hereunder written and is fully seized and possessed of the same free from all encumbrances whatsoever without being interrupted by any person whomsoever and or from any corner whatsoever.

WW. By a Deed of Conveyance dated 08.08.2012 duly registered at the Office of the Additional District Sub- Registrar Bidhannagar Salt Lake City, and recorded in Book No.1, CD Volume No. 14, Pages: 12772 to 12786, Being (Deed) No. 10343 for the year 2012, the said Somnath Saha and Meena Saha being the joint owners thereof therein as the Vendors sold, conveyed and transferred free from all encumbrances, out of their aforesaid purchased properties a demarcated portion thereof being ALL THAT piece or parcel of "Sali" land marked as Plot Nos. 10C & 11D, under the said scheme plan measuring area about 01 Cottah, 02 Chhittaks, 24 Sq.ft. comprised in part of R.S. Dag No. 541 and 01 Cottah, 05 Chhitaks comprised in part of R.S. Dag No. 539, total admeasuring 02 Cottahs, 07 Chhitaks, 24 Sq.ft. a little more or less including the share of 9' feet wide common passage touching the said Plot Nos. 10C & 11D, togetherwith common easement rights on and over all the Common Passages and all others rights and benefits in connection thereto, lying and situated at Mauza Sulanguri, J.L. No. 22, R.S. No. 196, under and Part of R.S. Khatian No. 201 & 228 and L.R. Khatian No. 204, Touzi No. 178, Police Station- Rajarhat now New Town P.S., District: North 24 Parganas morefully and particularly described in the Schedule written therein unto and in favour of Smt. Archana Ghosh w/o Supriya Ghosh therein referred to as the Purchaser at the valuable consideration mentioned therein.

Continue.....

XX. Since then by dint of aforesaid Deed of Conveyance dated 08.08.2012, the said Archana Ghosh thus became seized and possessed of the aforesaid plot of land being Plot Nos. 10C & 11D free from all encumbrances whatsoever and while in absolute enjoyment thereof, by a Deed of Conveyance dated 15.03.2014 duly registered at the office of the Addl. Dist. Sub-Registrar Rajarhat, New Town, North 24 Parganas, recorded in Book No. I, CD Volume No:6, Pages: from 141 to 158, Being No: 03493 for the year 2014, the said Archana Ghosh therein referred to as the Owner-Vendor at the valuable consideration mentioned therein sold transferred and conveyed All That a plot of land being **Plot No: 10C & 11D**, under a Master Scheme Plan measuring **02 cotthas, 07 Chhittaks, 24 Sq.ft.** a little more or less out of which 01 cotthas, 02 Chhittaks, 24 Sq.ft. comprised in part of **R.S. Dag No. 541**, and 01 cotthas, 05 Chhittaks a little more or less comprised in part of **R.S. Dag No. 539**, under **R.S. Khatian No. 228 & 201** at present recorded under **L.R. Kh. No. 1800**, togetherwith common easement rights on and over all the Common Passages and all others rights and benefits in connection thereto at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: North 24 Parganas, unto and in favour of **M/S. Legacy Township Pvt. Ltd.** the First Party in Sl. No.(7) herein free from all encumbrances whatsoever.

YY. By a Deed of Conveyance dated 08.08.2012 duly registered at the Office of the Additional District Sub- Registrar Bidhannagar Salt Lake City, and recorded in Book No.1, CD Volume No. 14, Pages: 12738 to 12751, Being (Deed) No. 10341 for the year 2012, the said Somnath Saha and Meena Saha being the joint owners thereof therein as the Vendors sold, conveyed and transferred free from all encumbrances, out of their aforesaid purchased properties a demarcated portion thereof being ALL THAT piece or parcel of "Sali" land marked as Plot No.11C, under the said scheme plan measuring area about 02 Cottahs, 07 Chhittaks, 24 Sq.ft. a little more or less including the share of 9' feet wide common passage touching the said Plot comprised in part of R.S. Dag No. 539, togetherwith common easement rights on and over all the Common Passages and all others rights and benefits in connection thereto, lying and situated at Mauza Sulanguri, J.L. No. 22, R.S. No. 196, under and Part of R.S. Khatian No. 228 and L.R. Khatian No. 204, Touzi No. 178, Police Station-Rajarhat now New Town P.S., District: North 24 Parganas morefully and particularly described in the Schedule written therein unto and in favour of Sri Bablu Ghosh s/o Late Bato Krishna Ghosh therein referred to as the Purchaser at the valuable consideration mentioned therein.

ZZ. Since then by dint of aforesaid Deed of Conveyance dated 08.08.2012, the said Bablu Ghosh thus became seized and possessed of the aforesaid plot of land being Plot Nos. 11C free from all encumbrances whatsoever and while in absolute enjoyment thereof, by a Deed of Conveyance dated 15.03.2014 duly registered at the office of the Addl. Dist. Sub-Registrar Rajarhat, New Town, North 24 Parganas, recorded in Book No. I, CD Volume No:6, Pages: from 159 to 176, Being No: 03494 for the year 2014, the said Bablu Ghosh therein referred to as the Owner-Vendor at the valuable consideration mentioned therein sold transferred and conveyed All That a plot of land being **Plot No: 11C** under a Master Scheme Plan measuring **02 cotthas, 07 Chhittaks, 24 Sq.ft.** a little more or less comprised in part of **R.S. Dag No. 539**, under **R.S. Khatian No. 228** at present recorded under **L.R. Kh. No. 1794**, togetherwith common easement rights on and over all the Common Passages and all others rights and benefits in connection thereto at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: North 24 Parganas, unto and in favour of **M/S.**

Continue.....

Legacy Township Pvt. Ltd. the First Party in Sl. No.(7) herein free from all encumbrances whatsoever.

AAA. In the manners aforesaid by dint of the said two registered Deed of Conveyances the First Party in Sl. No.(7) herein is the owner of said three Plots of Land being **Plot No: 10C & 11D & 11C, total admeasuring a land area about 04 Cottahs, 15 Chhitaks, 03 Sq.ft.** a little more or less out of which 01 cotthas, 02 Chhittaks, 24 Sq.ft. a little more or less comprised in part of **R.S. Dag No. 541**, and 03 cotthas, 12 Chhittaks, 24 Sq.ft. a little more or less comprised in part of **R.S. Dag No. 539**, along with common easement right in all common passages in connection thereto, under R. S. Khatain No; 201 & 228 at present recorded under **L.R. Khatian Nos: 1800 & 1794**, at mouza Sulanguri morefully and collectively described in Part –VII of the Frist Schedule hereunder written and is fully seized and possessed of the same free from all encumbrances whatsoever without being interrupted by any person whomsoever and or from any corner whatsoever.

BBB. Since after the aforesaid purchase by virtue of the respective Deed of Conveyances the First Parties herein have thus become seized and possessed of each of their respective portions of land under the respective Schedule thereunder also respectively describe in Part-I to Part-VII of the First Schedule hereunder written and adjacent to each other and total admeasuring a land area about **40 cottahs, 09 sq. ft.** a little more or less out which 21 cottahs 07 chittaks a little more or less comprised in part of R.S. No: 580, 03 cottahs 02 chittaks a little more or less in part of R.S. Dag No: 590, 05 cottahs 09 chittaks a little more or less in part of R. S. Dag No: 596, 04 cottahs 15 chittaks, 06 sq.ft. a little more or less in part of R.S. Dag No: 597, 03 cottahs 12 chittaks, 24 sq.ft. a little more or less in part of R.S. Dag No: 539, 01 cottahs 02 chittaks, 24 sq.ft. a little more or less in part of R.S. Dag No: 541 togetherwith common easement rights on and over all the Common Passages and all others rights and benefits in connection thereto, under and part of R.S. Khatian No: 228 & 201 and are at present severally recorded under **L.R. Khatian Nos. 1741, 1742, 1894, 1739, 1747, 1740, 1743, 1738, 1749, 1856, 1748, 1785, 1746, 1801, 1800 & 1794**, lying and situated at **Mauza Sulanguri**, Police Station: Rajarhat at present New Town, District: North 24 Parganas morefully and collectively described in Part – VIII of the FIRST SCHEDULE hereunder written and hereinafter for the sake of brevity referred to as the '**Said Land/ Said Demised Land**' and the First Parties herein are jointly seized and possessed thereof and are well and sufficiently entitled thereto free from all charges, claims, demands, attachments, liens, lispenses, acquisitions, suits, injunctions and free from all sorts of encumbrances of whatsoever nature.

AND WHEREAS being desirous of development of the entire demised land under the First Schedule by way of construction of multi-storied buildings on and upon the said demised land hereunder the First Schedule consists with various numbers of self-contained residential flats, car parking spaces, shops and others by or through a reputed developer-builder well known to market having well expertisation of such work of development and construction of Housing Complex/Complex etc., by a **Development Agreement dated 07-04-2015**, the First Parties herein as the Landowners thereof appointed **M/S. ASTDURGA CONSTRUCTION PVT. LTD.** as the exclusive authorised Developer as well as the Agent of the First Parties and against the terms, conditions and stipulations mentioned therein thereby issued an exclusive license to the Developer to develop, construct and subsequently sell of the flats/car parking spaces/shops/units in the building or buildings so to be constructed by the Developer on and upon the Owners said land hereunder the First

Continue.....

Schedule save and except the "Owners' Allocations" as mentioned therein and the said Development Agreement is self-explanatory;

AND WHEREAS By virtue of the said 'Development Agreement', the Developer has after obtaining the physical possession of the entire said land under the First Schedule hereto written from the Land-Owners, prepared and obtained a Composite Building Sanction Plan from Rajarhat Panchayet Samity under the North 24 Parganas Zilla Parishad, vide **B.P. SL. No. 32/NZP** and commenced the construction works of multi-storied buildings on and upon the Owners' said demised land hereunder the First Schedule which is under progress.

AND WHEREAS since the aforesaid **Development Agreement dated 07-04-2015** was not registered and as such to meet up the present urge of the law and to make the work of development, construction and selling of Developer's Allocations by the Developer more valid and lawful and to avoid any litigation in future, a fresh Development Agreement have been further executed by and between all the Landowners and the said **M/S Astdurga Construction Private Limited** on 03.11.2015 and duly registered at the Office of the ADSR Rajarhat, North 24 Parganas, recorded in Book-1, CD Volume No:1523-2015, Pages:177173 to 177230, Being No.12025/2015 under almost same lawful terms and conditions contained in previous Development Agreement and the said registered Development Agreement is self-explanatory;

AND WHEREAS To meet up the true objects and intends of the said Development Agreement and to facilitate the Developer to fulfill the terms and conditions of the said Development Agreement and for proper implementation thereof by a Specific Power of Attorney duly registered on 27.11.2015. at the Office of the ADSR Rajarhat, North 24 Parganas, recorded in Book – I, CD Volume No: 1523-2015, Pages: 199666 to 199695, Being No. 12769/2015 all the Land Owners First Party herein therein referred to and called as the Principals appointed and empowered the said **Astdurga Construction Pvt. Ltd.** And **Mr. Sanjay Gupta** being the Director thereof therein referred and called as the 'Constituted Attorney' to do, execute and perform any or all necessary acts, deeds, matters and things in respect of the work of development and construction of the Housing Project on and upon the Owners' 'Said Land' under the First Schedule hereto and also of selling of the Developer Allocations under the said Development Agreement to the purchasers' intent to purchase the units / flats / car parking spaces / shops in the said Housing Project together with undivided, impartable proportionate share of the Land under the First Schedule hereto.

OWNERS/VENDORS REPRESENTATIONS:

1. **The Owners-Vendors herein are the joint owners and seized and possessed of or otherwise well and sufficiently entitled to the subject property morefully and particularly mentioned, described, explained, enumerated, provided at and under the FIRST SCHEDULE hereunder written and enjoying the right, title and interest thereof free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever and without any interference, obstruction and disturbance whatever by or from any person whomsoever and from any corner and manner whatever save and except the rights conferred upon the Developer and created by the Owners-Vendors herein by and way of and under the terms and conditions of the said Development Agreement and by which they have appointed the Developer herein as the only and exclusive**

Continue.....

Agent of the Owners to execute all the work of development and completion thereof in respect of the Owners' Said Land under the First Schedule hereto.

2. The Owners/Vendors as well as the Developer/ Confirming Party herein being seized and possessed of and entitled sufficiently to inter alia, the said Unit/Flat and also the said Car Parking Space being the subject matter of these presents more fully and particularly mentioned, described, explained, enumerated and provided at and under the SECOND SCHEDULE hereunder written and all the rights and appurtenances in connection therewith.

3. To the best of the Vendors' knowledge, the 'Said Property' hereunder sale and or any part thereof are not attached in any proceeding including certificate proceeding started by or at the instance of Income Tax, Wealth Tax or Gift Tax Authorities or Department or Departments or under the provisions of the Public Demand Recovery Act or otherwise and that no certificate have been filed in the office of the Certificate Officer under the provisions of the Public Demand Recovery Act and/or no steps have yet been taken in execution of any certificate at the instance of the Income Tax and/or Wealth Tax and/or estate duty authorities; and

4. No notice issued under the Public Demand Recovery Act have been served on the Vendors nor any such notice have been published; and

5. The Vendors have not yet received any notice of Requisition or Acquisition of the property described in the Schedule below; and

6. The land described in the Schedule below is the self-acquired property of the Vendors and the Vendors are not the benamdar of any one.

WHEREAS having been satisfied with the free and unencumbered title of the Owners/Vendors as well as the rights of the Developer herein as per documents produced before them and also being satisfied with the construction, erection, promotion, building and development of the subject housing project "**MEENA AURUM**" lying erected and/or situated and lying at and upon the said FIRST SCHEDULE landed property hereunder written, by an Agreement for Sale dated the purchaser's herein have agreed to purchase and the Owners/Vendors as well as the Developer herein have agreed to sell ALL THAT piece and parcel of the Unit/Flat No. on the Floor having Carpet Area measuring Sq.ft. and having Covered/Built-up area about, in **Block – '....'** Building thereof and described in the Part – I of the Second Schedule hereunder written together with the undivided impartable proportionate share and/or portion of land thereof together with the all common easement rights over the subject building and/also of the all common areas and common parts of the said Housing Complex having Total Super Built-up area of the said Flat admeasuring Sq.ft. little more or less at or for the price of ₹/- (**Rupees**) only together with **covered common Car Parking Space** measuring about an area a little more or less **135** Square Feet super built up thereof and described in the Part – II of the Second Schedule hereunder written for the price of ₹ ₹/- (**Rupees**) only aggregating a total price of ₹ ₹/- (**Rupees**) only free from all sorts of encumbrances, charges, liens, lispenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatsoever from any person whomsoever and from any corner and manner whatsoever. The **'Said Flat'** alongwith **'Said Car**

Continue.....

Parking Space described hereinabove and morefully described in the Second Schedule hereunder for individual use and enjoyment of the Purchaser/s alongwith said proportionate & undivided shares of common rights in all "Common Parts"/"Common Areas" in the "Said Building"/"Said Block" and also Common Parts and Common Areas in the Said Complex as described in the Third Schedule hereunder written Togetherwith said undivided and impartable proportionate rights, title and interest as an owner/s with other co-owners in the **'Said Land'** under the First Schedule hereto are collectively hereunder transfer to the Purchaser/s by the Vendors and the Developer and; hereinafter and hereinabove for the sake of brevity collectively referred to as to **"Said Property"**.

AND WHEREAS Subsequently in pursuance to the said agreement the Developer have progressed the construction works and the said Flat/Unit hereunder sell has been duly completed and the Purchasers upon due inspection of the said unit/flat are fully satisfied of the constructional work of the said unit/flat hereunder sale and in full satisfaction of the marketable title of the vendors so as also the rights and title of the developer relating to the same have agreed to acquire the **"Said Property"** by way of purchase and all the Parties herein upon due compliance of the terms and conditions of the said agreement and others thereof are executing and registering these presents amongst themselves.

III. NOW THIS DEED OF CONVEYANCE WITNESSETH THAT:

In pursuance of the said agreement and in consideration of the sum of ₹/- (**Rupees**) only paid by the Purchasers herein to the Owners/Vendors and the Developer herein the receipt whereof the Owners/Vendors as well as the Developer herein doth hereby as also by the receipt and memorandum of consideration hereunder written and/or given admit and acknowledge and of the form the payment of the same and every part thereof the Owners/Vendors herein forever release, discharge and acquit the Purchasers herein the undivided impartable proportionate share and the properties and rights and appurtenants thereto and the Owners/Vendors doth hereby grant, sell, convey, transfer, assign and assure unto the Purchasers herein ALL THAT piece and parcel of the **Unit/Flat no.** on the **Floor** having Carpet Area measuring Sq.ft. and Covered/Built-up area about, in **Block – '....'** Building together with the all common easement rights over the subject building and/also of the all common areas and common parts of the said Housing Complex having Total Super Built-up area of the said Flat admeasuring Sq.ft. little more or less together with a covered **Car Parking Space** measuring an area about a little more or less 135 Square Feet marked as **Car Sapce No.** within covered Common Car Parking Zone on the Ground Floor/Basement and severally described in Part – I and Part – II of the SECOND SCHEDULE hereunder together with the undivided impartible proportionate share in the Land contained in the FIRST SCHEDULE hereunder written together with common easement rights in the common areas more fully and particularly described under the THIRD SCHEDULE hereunder written in common with the co-owners and/or occupiers of the said Building and together with the right and properties appurtenant thereto which are all hereafter as well as herein before collectively called "the said share and the properties and rights appurtenants thereto" and the reversion or reversions, remainder or remainders and the rents, issues and profits of the said share and the properties and rights appurtenant thereto and other rights hereby conveyed and all the estate, right, title, interest, property, claim and demand whatsoever of the Owners/Vendors herein into or upon the said share and the properties and rights appurtenant thereto and all other benefits rights and properties therein comprised and

Continue.....

hereby granted sold, conveyed, transferred assigned and assured or expressed or intended so to be and every part or parts thereof respective or arising out there from and together further with all rights, liberties and appurtenances whatsoever to and unto the Purchasers herein free from all sorts of encumbrances, trusts, liens, lispenses and attachments whatsoever and together further with and subject to the stipulations and provision in connection with the beneficial common use and enjoyment of the premises including the undivided impartible proportionate share of the land by the Purchasers herein along with co-owners and occupiers thereof and in connection with the beneficial enjoyment of the Unit/ Flat and/or Apartment by the Purchasers herein exclusively AND TO HAVE AND TO HOLD the said Unit/Flat and the said share and the properties and rights and appurtenants thereto and all other benefits and rights hereby granted sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof respectively or arising out there from absolutely and forever but subject to the covenants contained hereto and as provided hereunder and also subject to the Purchasers paying and discharging all taxes impositions and other expenses relating to the premises proportionately and the said Unit/Flat and/or the said share and the properties and rights appurtenant thereto together with as well as the payments mentioned under the FOURTH SCHEDULE hereunder written and enjoyment of the easements or quasi-easements rights and others thereof. The Purchasers herein are fully satisfied with the specifications of the said Unit/Flat together with covered Car Parking Space as provided by the Owners/Vendors and the Developer herein.

THE OWNERS/VENDORS AS WELL AS THE DEVELOPER HEREIN DOTH HEREBY CONVENANT WITH THE PURCHASERS HEREIN AS FOLLOWS:

1. The interest which the Owners/Vendors herein do hereby profess to transfer, subsists and that the Owners/Vendors herein have the sole right full power and absolute authority to grant sell, convey, transfer, assign and assure unto the Purchasers herein the said unit/flat togetherwith the said undivided share of the land and the profits and rights appurtenant thereto together with the benefits, rights and properties hereby sold and conveyed.
2. It shall be lawful for the Purchasers herein from time to time and at all times hereafter to enter into and upon and to use hold and enjoy the said unit/flat/car parking space togetherwith the said undivided share of the land and the properties and rights appurtenant thereto and all benefits rights and properties hereby conveyed and every part thereof and to receive rents, issues and profits thereof without any interruption, disturbance thereof without any interruption, disturbance claim or demand whatsoever from or be the Owners/Vendors herein or any person or persons claiming through under or in trust for the Owners/Vendors herein unless otherwise expressly mentioned herein AND freed and declared from and against all manner of encumbrances, trusts, liens, lispenses, demands, claims, hindrances, debts, dues, acquisitions, requisitions and attachments whatsoever save only those as are expressly contained herein.
3. The Owners/Vendors herein shall from time to time and at all times hereafter upon every request and at the costs of the Purchasers herein make, do, acknowledge, exercise, execute and perfect all such further and/or other lawful and reasonable acts, deeds, matters and things whatsoever for further better or more perfectly assuring the said unit/flat togetherwith the said undivided share of the land and the properties and rights appurtenant thereto together with the benefits and properties hereby granted to the Purchasers herein and in the manner aforesaid.

Continue.....

4. The Owners/Vendors herein and the Association upon its formation shall unless prevented by fire or some other irresistible events from time to time and at all times hereafter upon reasonable request and the costs of the Purchasers herein produce or cause to be produced to the Purchasers herein or to their attorneys or agents or at any trial commission examination tribunal board or authority for inspection or otherwise as occasion shall require the original and/or certified copies of the original title deeds of the premises, as per the availability, whatsoever the case may be and also shall at the like request and costs of the Purchasers herein deliver to the Purchasers herein such attested or other copies or extracts there-from as the Purchasers herein may require and shall in the meantime keep the same safe un-obliterated and un-cancelled.

THE PURCHASERS HEREIN DOTH HEREBY COVENANT WITH THE OWNERS/VENDORS AS WELL AS THE DEVELOPER HEREIN AS FOLLOWS:

1. To observe fulfill and perform the covenant hereunder written and/or under the sale agreement save those thereof as have already been observed fulfilled and performed but including those described under the FOURTH SCHEDULE hereunder written and/or given and shall regularly and punctually pay and discharge all taxes and impositions on the said Unit/Flat wholly and the common areas proportionately and all other outgoings in connection with the said Unit/Flat wholly and the building and particularly the common areas proportionately including the common expenses.

2. The Purchasers herein have examined the PLAN under proper guidance and is acquainted with the Block and Complex that will be constructed on the said premises and the Purchasers have identified their requirement as stated in the Agreement and agrees that they shall neither have nor shall claim any right over any portion of the Block/Complex/Premises save and except the Flat/Unit and Apartment and the properties appurtenant thereto.

3. The Purchasers admit and accept that the Owners/Vendors/Developer herein and/or its employees and/or agents and/or contractors shall be entitled to use and utilize the Block Common Portions and the Complex Common Portions for movement of building materials and for other purposes as may become necessary for completing the Construction of the Complex and/or extension thereof and the Purchasers shall not raise any objection in any manner whatsoever with regard thereto.

4. The Purchasers consents to appointment of the Maintenance Company/Holding Company by the Vendor/Developer herein and from the date of possession of the said Flat/Unit and/or Apartment the Purchasers agrees and covenants:

a) **To Co-Operate** with the other Co-Purchaser/s and the Owners/Vendors/ Developer/ Holding Company in the Management and Maintenance of the Block/ Complex.

b) **TO OBSERVE** the rules framed from time to time by the Vendors/Developer herein and/or the Holding Company and upon formation by the Association or Co-operative Society or Private Limited Company for quite and peaceful enjoyment of the Complex as a decent place for living.

c) **TO ALLOW** the Owners/Vendors herein with or without workmen to enter into the said Unit/Flat and/or Apartment for the purpose of maintenance and repairs.

- d) **TO PAY** and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for and/or in respect of the said building including those mentioned in the FOURTH SCHEDULE hereunder written proportionately for the building and/or common parts/areas and wholly for the said FLAT AND/OR UNIT and/or to make deposit on account thereof in the manner mentioned hereunder to or with the Owners/Vendors herein and upon the formation of the association or Co-operative Society or Private Limited Company.
- e) **TO DEPOSIT** the amounts reasonably required with the Developer herein and upon the formation with the association or co-operative society or private limited company as the said case may be towards the liability for the rates and taxes and other outgoings.
- f) **TO PAY** charges for electricity in or relating to the said Flat/Unit and/or Apartment wholly and proportionately relating to the COMMON PORTIONS.
- g) **TO PAY** maintenance charges, both Fixed and Variable Charges, regularly as indicated in the FOURTH SCHEDULE below, on the basis of the bills as raised by the Developer/ Maintenance Company/Holding Organization, as the case may be, without claiming any deduction or abatement in any manner or on any account, from the date of possession. The Purchasers further accepts and confirms that on default of payment of maintenance charges by the Purchasers, the Developer herein shall have the right to disconnect the water connection to the said Flat/Unit and/or Apartment.
- h) **NOT TO** sub-divide the said Flat/Unit and/or Apartment and/or the parking space or any portion thereof.
- i) **NOT TO** do any act, deed or thing or obstruct the construction or completion of the said building in any manner whatsoever and notwithstanding any temporary construction in the Purchasers' enjoyment of the said Flat/Unit and/or Apartment.
- j) **NOT TO** throw dirt, rubbish or other refuse or permits the same to be thrown or accumulated in the said building and/or compound or any portion of the building.
- k) **NOT TO** store or bring and allow to be stored and brought in the said Unit and/or Apartment any goods or hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of the building, any fittings or fixtures thereof including windows, floors etc. in any manner.
- l) **NOT TO** hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- m) **NOT TO** fix or install air conditions in the said Flat and/or Apartment save and except at the places which have been specified in the said Flat and/or Apartment for such installation and not within the any other places including the external walls of the other Flats and or units.
- n) **NOT TO** do or cause anything to be done in or around the said Flat/Unit and/or Apartment which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said Flat/Unit and/or Apartment or adjacent to the said Flat/Unit and/or Apartment or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.

Continue.....

- o) **NOT TO** damage or demolish or cause to be damaged or demolished the said Flat/Unit and/or Apartment or any part thereof or the fittings and fixtures affixed thereto.
- p) **NOT TO** close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences, of external doors and windows of the said Flat/Unit and/or Apartment which in the opinion of the Vendors/Developer herein differs from the colour scheme of the building or deviation or which in the opinion of the Vendors/Developer herein may affect the elevation in respect of the exterior walls of the said building.
- q) **NOT TO** installs grills the designs of which have not been suggested or approved by the Architect.
- r) **NOT TO** do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Flat/Unit and/or Apartment or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- s) **NOT TO** raise any objection whatsoever to the Developer's dealing with all the unsold and open areas including of common car parking spaces both in covered and opened parking zone enmarked by the Developer within the Complex in the manner as deemed fit and proper by the Vendors/ Developer herein.
- t) **NOT TO** make in the said Flat/Unit and/or Apartment any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the Developer herein and/or any concerned authority.
- u) The Purchasers shall not fix or install any disc-antenna/ window antenna on the roof/terrace or any place here and there in the said building excepting within the balcony of his/her/their own flat or apartment and in alternative the Purchasers shall be entitled to avail of the conceal cable lines facilities through stair-cases provided by the Vendors/ Developer herein to the Purchasers and also the other owners of the units in the said premises at their cost.
- v) **NOT TO** use the said Flat/Unit and/or Apartment or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Marriage House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting place or for any commercial or industrial activities whatsoever and similarly shall not keep in the car parking space, if allotted, anything other than private motor car and/or motor cycle in the two wheeler parking spaces and shall not raise or put up any kutcha or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the parking space.
- w) **NOT TO** claim any right whatsoever over and in respect of the COMMON PARTS AND PORTIONS in other Block/s and/or COMMON PARTS AND PORTIONS in the Complex.

Continue.....

- x) **NOT TO** use the allocated car / two wheeler parking spaces or permit the same to be used for any other purpose whatsoever other than parking of its own car/two wheeler.
- y) **NOT TO** park car on the pathway or open spaces of the building or at any other place except the space allotted to it and shall use the pathways as would be directed by the Owners/Vendors herein.
- z) **TO ABIDE** by such building rules and regulations as may be made applicable by the Owners/Vendors herein before the formation of the Holding Organization and after the holding organization is incorporated to comply with and/or adhere to the building rules and regulations of such holding organization.
- aa) **NOT TO** claim partition of its undivided right, title and interest in the land attributable to the said Flat/Unit and/or Apartment.
- bb) **NOT TO** place any signboard, hoarding, signage on the outer and/or inner wall except a reasonably sized nameplate outside the main door to the Flat/Unit and/or Apartment.
- cc) The said Car Parking **Space** hereunder transfer is exclusively in relation to the purchase of the Said **Flat No.**, in the said Building, and as such the Purchasers shall not be entitled to sale out the Said Car Parking Space independently departing the same from the Said Flat to any outsider although shall be entitled to said Parking Space collectively with the Said Flat to any outsider and also shall be entitled to re-sale said car parking space independently to any co-owner of any other flat within the said Housing Complex at his sole discretion.

5. Till formation of the Holding Company, subject to all Flat/Unit and/ or Apartment buyers paying the Common Expenses/Maintenance Charges, the Owners/Vendors herein shall manage and maintain the Block Common Portions and the Complex Common Portions.

6. The Purchasers acknowledge at or before executing these presents that the Developer herein have made known to the Purchasers herein that the Developer herein shall be entitled to acquire any other piece or parcel of land adjoining or contiguous to the said land under the First Schedule hereto (hereinafter referred to and called as the additional area) and shall be entitled to provide all the facilities and/or utilities existing hereto (excluding the common facilities provided within the said building) to the residents and or owners/occupiers of any new building and/or buildings which may be or shall be constructed and/or promoted on the said additional area including any access and/or for the purpose of ingress in and egress from and/or through the common passages, paths and or roads area provided hereto to the such new building and/or buildings which shall be or may be constructed and/or built and/or promoted on the additional area including drainage, sewerage, transformer, generator, cable ducts, water lines and such other facilities and/or amenities and/or utilizes which are to be provided within the said Housing Complex.

PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1. The said Unit in terms hereof shall be considered completed and tenantable upon the execution of these presents and vacant possession thereof will be duly handed over by the Developer herein by issuance of letter/certificate of possession in favour of the Purchaser/s.

2. The Purchaser/s herein neither have nor shall claim from the Developer herein or any co-owner thereof any right title or interest in any other part or portion of the land and building SAVE AND EXCEPT the said share and the properties and rights appurtenant thereto and the said Unit and the undivided impartable proportionate share and the benefits rights and properties sold and conveyed.
3. The right of the Purchasers herein shall remain restricted to the said Flat and/or Unit only and the properties appurtenant thereto and the Purchasers shall have no right nor shall claim any right over and in respect of any other Flat/Unit and/or the roof and/or open spaces and/or Common Parts and Portions of other Block/s and the Owners/Vendors herein shall have the exclusive right to deal with the same.
4. In as much as there are cluster of buildings to form part of the said Residential Complex, the Purchasers acknowledges that it is necessary that a particular agency should be appointed as the Holding Organization and for the aforesaid purpose it has been agreed by and between the parties hereto that the Developer herein shall appoint a Company for undertaking maintenance of the common parts and portions and for rendition of common services and the Purchasers agrees to abide by the Rules and Regulations framed by the said Holding Organization. The Building and the premises shall initially be managed and maintained by the Maintenance Agency.
5. The Owners-Vendors and the Developer herein in participation of all the co-owners including the purchaser/s herein shall take steps for formation of the Association. Any association, syndicate, committee, body or society formed by the Unit/Flat/Car Parking Owners and occupiers without the participation of the Owners/ Vendors and the Developer herein shall not be entitled to be recognized by the Owners-Vendors and the Developer herein and shall not have any right to represent the Unit/Flat/Car Parking owner/s and occupier/s to raise any issue relating to the Building/s or the premises. The maintenance of the Building/s shall be made over or handed over to the Association by the Developer or its nominated/ appointed Maintenance Agency and upon such making over the Association shall be responsible for the maintenance of the Building/s and the premises.
6. The employees of the Maintenance Agency of the common purposes such as Watchmen, Security Staff, Caretaker, Liftmen, Sweepers etc. shall be employed and/or absorbed in the employment of the Association with continuity of service on the same terms and conditions of employment subsisting with the Maintenance Agency and the Purchaser/s herein hereby consents to the same and shall not be entitled to raise any objection thereto.
 - a. The Purchaser/s herein shall from the date of possession use and enjoy the said Unit/s/Flat/s/Car Parking Space/s and Other/s in the manner not inconsistent with his/her/their rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Unit/s/Flat/s/Car Parking Space/s and Other/s and/or any of Owners-Vendors and the Developer herein Party herein.
 - b. All costs, charges and Expenses relating to the formation and functioning of the Association shall be borne and paid by all Unit/Flat/Car Parking Owner and occupiers of the Buildings including the Purchaser/s herein.
7. The Rules and Regulations of the Association shall not be inconsistent and/or contrary to the provisions or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect.

Continue.....

8. The obligations and covenants of the Purchaser/s herein in respect of the user, maintenance and enjoyment of the said Unit/Flat/Car Parking Space, the common portions, the Building/s, and the premises including payment of maintenance charges, electricity charges, municipal and other taxes and other outgoings are more fully and particularly mentioned, described, enumerated, provided, given and specified in the EIGHTH SCHEDULE of the said Agreement for Sale and all others stipulated hereto written and all the same shall be binding on the Purchaser/s herein.

9. The Purchasers agrees to regularly and punctually make payment of the proportionate share of municipal rates and taxes until such time the said Flat/Unit and/or Apartment is mutated in the name of the Purchasers including the maintenance charges and/or service charges payable to the Developer/said Maintenance Company and/or Holding Organization.

10. The Purchasers further acknowledge that timely payment of the said maintenance charges is a must in as much as non-payment thereof is likely to adversely affect the other Flat/Unit and/or Apartment owners and/or cause disruption in the common services to be provided by the Developer/Maintenance Company and/or Holding Organization to other Flat/Unit and/or Apartment owners and as such the Purchasers herein have agreed to regularly and punctually make payment of the said maintenance charges and in the event of any default of the Purchasers in making payment of the maintenance and /or service charges and if such default continues for a period of two months then and in that event without prejudice to any other right which the Developer herein and/or Holding Organization/Owners' Association for the time being in force may have, the Developer herein and/or Holding Organization/Owners' Association shall be entitled to and the Purchasers hereby consent to the Developer herein and/or Holding Organization/Owners' Association whichever is whenever applicable:

- i) Disconnecting the supply of electricity (incase individual meter is not installed);
- ii) Disconnecting the supply of water;
- iii) Preventing the use of lifts by the Purchasers and/or its visitors;
- iv) Withdraw all the common services to be provided by Developer / such Maintenance Company/Syndicate until such time all amounts lying in arrears are paid together with interest at the rate of 12% per annum;

11. The Purchasers agrees not to become a member of any other Syndicate/ Maintenance Company/Holding Organization and to avail of the common services to be rendered only by such Maintenance Company/Syndicate appointed by the Developer and or the Owners Association for the time being in force and through none else.

12. Time for payment and due performance and observance of the terms and conditions herein contained shall always remain as the essence of the contract.

13. The right of the Purchasers shall remain restricted to the said Flat/Unit and/or Apartment and the Properties Appurtenant thereto and in no event the Purchasers shall be entitled and hereby agrees not to claim any right in respect of the other parts or portions of the said building and the said Premises.

14. The name of the COMPLEX shall be "**MEENA AURUM**" and will not be changed.

15. The Developer herein shall be entitled to all future vertical/lateral expansion of the said BLOCK by way of additional construction or otherwise and the Purchasers have agreed not to raise any objection in any manner whatsoever or howsoever.

16. The Developer herein shall have exclusive right over unsold Flats, Car parking Space and others units in there are any within the Premises, which are not specifically allotted.

17. The Developer/Confirming Party herein has launched a Club within the Said Housing Complex consisting of a Community Hall measuring an area about 700 Sq. Ft. more or less Super Built-up area and a Multi-Gym Centre measuring an area of 500 Sq. Ft. more or less Super Built-up area and the said Club is oriented by Multi-Gym with Indoor Games such as Carom, Table-Tennis etc. as may be provided by the Developer/ Confirming Party herein as it shall deem fit and proper according to its periphery. The Developer/ Confirming Party herein and/or upon formation of the Association and/or the Maintenance Company shall be the sole authority regarding the formulations of the rules, regulations thereof, numbers of membership and the allotment of membership of the said Club and the use and occupation of the said Community Hall, Gymnasium and Games and the Developer/Confirming Party herein and/or upon formation of the Association and/or the Maintenance Company the same also shall be entitled to increase or reduce the annual fees which has been at present fixed at the rate of Rs. 3000/-(Rupees Three Thousand) only per annum per member and further shall be decided and made under the sole authority of the Developer/Confirming Party herein and/or upon formation by the Maintenance Company and/or the Association for the Complex thereof. The Purchasers herein have already obtained membership in the 'Said Club' upon payment of requisites one time registration fees thereof and agreed to abide by all the rules, regulations as also as for payment of annual fees and others development charges etc. as shall be payable time to time to keep up the membership thereof.

18. The hoarding of **MEENA AURUM** may be erected in any of the **BLOCK** inside Complex.

THE FIRST SCHEDULE PART – I ABOVE REFERRED TO:

(The Portion of Land Owned By M/s Sainath Apartment Pvt. Ltd.- The Owner In Sl. No. (1) of The First Party Herein)

All That Three plots of land bearing **Plot No. 1A, 1B & 7B** under a Master Scheme Plan **Total admeasuring 07 Cottahs** be the same a little more or less comprised in part of R.S. **Dag No. 580**, under R.S. Khatian **No. 228** under **L.R. Khatian Nos: 1741,1742 & 1894**, along with common easement right in all common passages in connection thereto and provided in the said Scheme Plan, at **Mouza: Sulanguri**, J.L. No. 22, R.S. No. 196, Touji No. 178, Police Station: Rajarhat at present P.S: New Town, under Jyangra-Hatiara Gram Panchayet-II, within the ambit of B.L. & L.R.O. Rajarhat, Sub-Registry Office: Addl. Dist. Sub-Registrar Rajarhat, New Town, District : North 24 Parganas.

PART – II:

(The Land Owned by M/S Brijdhara Complex Pvt. Ltd - The Owner In Sl. No. (2) of The First Party Herein)

All That two Plots of land bearing **Plot Nos. 2, & 6, total admeasuring a land area about 06 Cottahs** a little more or less out which **03 Cottahs 07 Chhitaks** a little more or less comprised in part of **R.S. Dag No: 580**, and **02 Cottahs 09 Chhitaks** in part of **R.S. Dag**

Continue.....

No: 596, under **R.S. Khatian No. 228** at present recorded under **L.R. Khatian Nos: 1739 & 1747** along with common easement right in all common passages in connection thereto and provided in the said Scheme Plan at **Mouza: Sulanguri**, J.L. No. 22, R.S. No. 196, Touji No. 178, Police Station: Rajarhat at present P.S. New Town, under Jyangra-Hatiara Gram Panchayet-II, within the ambit of B.L. & L.R.O. Rajarhat, Sub-Registry Office: Addl. Dist. Sub-Registrar Rajarhat, New Town, District : North 24 Parganas.

PART – III:

(The Land Owned by **M/s. Ganeshdham Projects Pvt. Ltd** - The Owner In Sl. No. (3) of
The First Party Herein)

All That two Plots of land bearing plot Nos. **Plot No: 03 & 7A**, total admeasuring a land area about **05 Cottahs** a little more or less out which **01 Cottahs 04 Chhitaks** a little more or less comprised in part of **R.S. Dag No: 596**, and **03 Cottahs 12 Chhitaks** in part of **R.S. Dag No: 580**, under **R. S. Khatain No; 228** at present recorded under **L.R. Khatian Nos: 1740 & 1743** along with common easement right in all common passages in connection thereto and provided in the said Scheme Plan at **Mouza: Sulanguri**, J.L. No. 22, R.S. No. 196, Touji No. 178, Police Station: Rajarhat at present P.S. New Town, under Jyangra-Hatiara Gram Panchayet-II, within the ambit of B.L. & L.R.O. Rajarhat, Sub-Registry Office: Addl. Dist. Sub-Registrar Rajarhat, New Town, District: North 24 Parganas.

PART – IV:

(The Land Owned by **M/S. Genesis Plaza Pvt. Ltd.** - The Owner In Sl. No. (4) of The First
Party Herein)

All That two plots of land bearing **Plot Nos. 04 & 05**, total admeasuring a land area about **06 Cottahs** a little more or less out which, **04 Cottahs 04 Chhitaks** a little more or less comprised in part of **R.S. Dag No: 580**, and **01 Cottahs 12 Chhitaks** in part of **R.S. Dag No:596**, along with common easement right in all common passages in connection thereto and provided in the said Scheme Plan, all under **R. S. Khatain No; 228** at present recorded under **L.R. Khatian Nos: 1738 1749 & 1856** at **Mouza: Sulanguri**, J.L. No. 22, R.S. No. 196, Touji No. 178, Police Station: Rajarhat at present P.S. New Town, under Jyangra-Hatiara Gram Panchayet-II, within the ambit of B.L. & L.R.O. Rajarhat, Sub-Registry Office: Addl. Dist. Sub-Registrar Rajarhat, New Town, District: North 24 Parganas.

PART – V:

(The Land Owned by **M/S. Centerio Realtors Pvt. Ltd** - The Owner In Sl. No. (5) of The
First Party Herein)

All That two plots of land bearing **Plot Nos. 09, & 11B** total admeasuring a land area about **05 Cottahs, 9 Chhitaks, 27 Sq.ft.** a little more or less out which, **03 Cottahs, 02 Chhitaks** a little more or less comprised in part of **R.S. Dag No: 590**, and **02 cotthas, 07 Chhittaks, 27 Sq.ft.** a little more or less comprised in part of **R.S. Dag No. 597**, along with common easement right in all common passages in connection thereto and provided in the said Scheme Plan under **R. S. Khatain No: 228** at present recorded under L.R. Khatian Nos: 1748, 1785 at **Mouza: Sulanguri**, J.L. No. 22, R.S. No. 196, Touji No. 178, Police Station: Rajarhat at present P.S. New Town, under Jyangra-Hatiara Gram Panchayet-II, within the ambit of B.L. & L.R.O. Rajarhat, Sub-Registry Office: Addl. Dist. Sub-Registrar Rajarhat, New Town, District: North 24 Parganas.

Continue.....

PART – VI:

(The Land Owned by **M/S. Girikunj Projects Pvt. Ltd** - The Owner In Sl. No. (6) First Party Herein)

All That two plots of land bearing Plot Nos: **08 & 10B**, total admeasuring a land area about **05 Cottahs, 7 Chhitaks, 24 Sq.ft.** a little more or less out which, **03 Cottahs** a little more or less comprised in part of **R.S. Dag No: 580**, and **02 cotthas, 07 Chhittaks, 24 Sq.ft.** a little more or less comprised in part of **R.S. Dag No. 541**, along with common easement right in all common passages in connection thereto and provided in the said Scheme Plan at **Mouza: Sulanguri**, under **R. S. Khatain No; 228 & 201** at present recorded under **L.R. Khatian Nos: 1746 & 1801**, J.L. No. 22, R.S. No. 196, Touji No. 178, Police Station: Rajarhat at present P.S. New Town, under Jyangra-Hatiara Gram Panchayet–II, within the ambit of B.L. & L.R.O. Rajarhat, Sub-Registry Office: Addl. Dist. Sub-Registrar Rajarhat, New Town, District: North 24 Parganas.

PART – VII:

(The Land Owned by **M/S. Legacy Township Pvt. Ltd** - The Owner In Sl. No. (7) of The First Party Herein)

All That three Plots of land bearing **Plot Nos: 10C & 11D & 11C**, total admeasuring a land area about **04 Cottahs, 15 Chhitaks, 03 Sq.ft.** a little more or less out of which **01 cotthas, 02 Chhittaks, 24 Sq.ft.** a little more or less comprised in part of **R.S. Dag No. 541**, and **03 cotthas, 12 Chhittaks, 24 Sq.ft.** a little more or less comprised in part of **R.S. Dag No. 539**, along with common easement right in all common passages in connection thereto, all under **R. S. Khatain No: 201 & 228** at present recorded under **L.R. Khatian Nos: 1800 & 1794** at **Mouza: Sulanguri**, J.L. No. 22, R.S. No. 196, Touji No. 178, Police Station: Rajarhat at present P.S. New Town, under Jyangra-Hatiara Gram Panchayet–II, within the ambit of B.L. & L.R.O. Rajarhat, Sub-Registry Office: Addl. Dist. Sub-Registrar Rajarhat, New Town, District: North 24 Parganas.

PART – VIII:

(THE TOTAL SAID DEMISED LAND/ AMALGAMATED LAND JOINTLY OWNED BY THE FIRST PARTIES HEREIN)

ALL THAT PIECE OR PARCEL OF AN ‘AMALGAMATED PROPERTY’ consisting of the Plots of Land respectively described in Part –I to Part -VII above total admeasuring a net land area about **40 cottahs 09 sq. ft.** a little more or less out which **21 cottahs 07 chittaks** a little more or less comprised in part of **R.S. No: 580**, **03 cottahs 02 chittaks** a little more or less in part of **R.S. Dag No: 590**, **05 cottahs 09 chittaks** a little more or less in part of **R. S. Dag No: 596**, **02 cottahs 07 chittaks, 27 sq.ft.** a little more or less in part of **R.S. Dag No: 597**, **03 cottahs, 12 chittaks, 24 sq.ft.** a little more or less in part of **R.S. Dag No: 539**, **03 cottahs 10 chittaks, 03 sq.ft.** a little more or less in part of **R.S. Dag No: 541** and all under **R.S. Khatian No: 228 & 201**, and are at present severally recorded under **L.R. Khatian Nos. 1741, 1742, 1894, 1739, 1747, 1740, 1743, 1738, 1749, 1856, 1748, 1785, 1746, 1801, 1800 & 1794** togetherwith rights of ingress and egress through 14’ feet wide common passage in western portion and 12’ feet wide common passages in eastern portion of the Amalgamated Land and all the right & benefits in connection thereto, lying and situates at **Mouza: Sulanguri, J.L. No. 22**, R.S. No. 196, Touji No.178, Police Station: Rajarhat at present P.S. New Town, under Jyangra-Hatiara Gram Panchayet– II, within the

Continue.....

ambit of B.L. & L.R.O. Rajarhat, Sub-Registry Office: Addl. Dist. Sub-Registrar Rajarhat, New Town, District: North 24 Parganas.

THE SECOND SCHEDULE ABOVE REFERRED TO:

PART-I

'SAID UNIT/FLAT'

ALL THAT a self-contained Residential Flat being **Flat No.** on the **..... floor** in the **Block – '.....'** Building measuring a **Carpet Area** without Balcony of **.....Sq. Ft.**, Covered/Built-up area about **..... sq. ft.** and salable or super built up area (as defined above) of **..... sq. ft. a little** more or less consisting of **3 (three)** Bed Rooms, 1 (one) Living-cum-Dining space, 1 (One) Kitchen, 2 (two) Toilet/s, 1 (one) Verandah with tiles floor fully finished in habitable condition togetherwith undivided proportionate share of land under the First Schedule hereinabove and common easement rights in specified common areas and facilities described in the Third Schedule hereunder and in the said Building and also in the said Housing Complex named **"MEENA AURUM"**.

PART II

SAID CAR PARKING SPACE

ALL THAT Car Parking Space bearing **Parking Space No.** measuring a **super built up area 135 Sq.ft.** little more or less for right to park one small size motor car hereunder sale unto and in favour of the Purchaser/s for use and enjoyment in common manners within Covered Common Car Parking Zone on the Ground floor of the Block **.....** Building within the said Housing Complex namely **"MEENA AURUM"**.

THE THIRD SCHEDULE ABOVE REFERRED TO
(COMMON PORTIONS)

1. The land measuring **40 cottahs 09 sq. ft** a little more or less on which the buildings known and named as **"MEENA AURUM"** and all easements and quasi-easement rights and appurtenances belonging thereto save and except the portion of the open space enmarked and reserved by the Developer herein for providing open car parking spaces to such purchaser/s intending to purchase the same.
- 2) Foundation beams, vertical and supports main wall, common walls, boundary walls, main entrance/gates of the said project at the said premises.
- 3) Main gate of the said premises and common passages from main road to the Complex and leading to the staircase of the ground floor of the said Building for ingress and egress.
- 4) Installation of common services namely, electricity, water pipes, sewerage, rain water pipes.
- 5) Water pump with motor and pump house.
- 6) Limited rights of the ultimate roof for the purpose of; smooth water supply from overhead reservoir to the flats/units, smooth outlet of rain water, etc. and also for repairing and maintenance purpose only for the smooth enjoyment of all the units by all the co-owners/co-occupiers of the building.

Continue.....

- 7) Drainage, Septic Tank on the Ground floor including all external sewage pipes and water pipes for the use of all owners of the building.
- 8) 24 hours supply of water from overhead tank to the respective flats.
- 9) Common Staircases lift, landing, lobbies etc.
- 10) Lighting in the common spaces, passages, staircases, lift, including fixtures and fittings.
- 11) Common electric meter boxes within electric cabin/room.
- 12) Transformer for the Complex including the space for the transformer.
- 13) Open space surrounding the said building at the said premises (save and except the portions of open spaces en-marked and reserved by the Developers and or its respective nominee/s for open space car parking).
- 14) Club with multi-gym facilities and Community Hall subject to obtaining membership upon payment for the purpose thereof as agreed hereto.
- 15) Common toilets in the Ground Floor.
- 16) Security Guard Room/Outpost.
- 17) All other part of the said building and the premises necessary for its existence maintenance and safety for normally in common use of the Purchasers with the Landowners/Vendors herein and the Developer herein and other co-owners of the respective Unit/Flat save and except other portions, exclusively under the Developer herein or its nominees and also save and except the provisions and reservations made in favour of the Developer herein and stated in the Purchasers' covenants portion hereinabove.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)

- 1) All expenses for the maintenance, operating, replacing, repairing, renovating and repainting of the common portions and areas in the building including the outer walls and boundary walls of the building.
- 2) All the expenses for running and operating all machinery equipments and installations comprised in the common portion including the cost of repairing replacing and renovating the same.
- 3) Costs and charges of establishment for maintenance and running the administration of the said building.
- 4) All charges and deposits for supply of common utilities to the co-owners in common.
- 5) Municipal/Panchayet tax, water tax and other rates and other duties and outgoings whatsoever if any applicable and payable in respect of common portion, common areas of the premises and the building.
- 6) Cost of formation and operation of the service organization including the office expenses incurred for maintaining the office thereof.
- 7) Electricity charges for the electrical energy consumed for the operation of the equipment and installation of the common service and lighting the common portions including system lose for providing electricity to each Unit/Flat.

Continue.....

- 8) All litigations expenses incurred for the common purposes and relating to the common uses and enjoyments of the common portions.
- 9) Creation of funds for replacements, renovations and/or periodical expenses.
- 10) All expenses referred to above shall be born and paid proportionately in common by the co-owners.
- 11) The common maintenance cost per month at the existing rate of Rs. 2.50/- (Rupee Two & paise Fifty) only per Square Feet of the each individual Unit/Flat from the date of possession which is increasable and or variable time to time as shall be determined by the Developer and subsequently by the Owners' Association or Managing Company/Syndicate as the case shall be.
- 12) Until separate meter is installed for the subject unit hereunder sell, the Purchaser herein shall cause to pay the unit consumed by him/her/it/them at an average rate from the main service meter to be calculated and assessed by the Developer/Confirming Party herein and/or the Maintenance-In-Charge of (subject to availability) the premises and the such assessment shall be conclusive final and binding on the Purchaser herein.
- 13) Actual amount of Security Deposit so shall be charged by the West Bengal Electricity Board and/or other Authority concerned for the time being in force on account of individual meter in the name of the purchaser for the subject unit hereunder sell.

MANAGEMENT AND MAINTENANCE OF THE COMMON PORTIONS:

- 1) The co-owners of the Units/Flats shall form an Association and/or Maintenance Company for the common purpose including taking over all obligations with regard to management control and operation of all common portions of the said building under West Bengal Ownership Apartment Act, 1972. Upon the Purchasers fulfilling their obligations and covenants under and upon its formations of the Association and/or the Maintenance Company shall manage maintain and control the common portions and do all acts deeds and things as may be necessary and/or expedient for the common purposes and the Purchasers shall co-operate with the Landowners/Vendors herein and the Developer/Confirming Party herein till the Association and/or Maintenance Company may frame rules regulations and laws time to time for maintaining quiet and peaceful enjoyment of the said building.
- 2) Upon formation of the Association and/or the Maintenance Company, the Landowners/Vendors herein and the Developer/Confirming Party herein shall transfer all its rights and obligations as also the residue then remaining of the deposits made by the Purchasers or otherwise after adjusting the remaining due and payable by the Purchasers and the amounts so transferred henceforth be so held by the Association and/or the Maintenance Company under the account of Purchasers for the purpose of such deposit.
- 3) The Association and/or the Maintenance Company upon its formation and the co-owners shall however remain liable to indemnify and keep indemnified the Landowners/Vendors herein and the Developer/Confirming Party herein for all liabilities due to not fulfillment of its respective obligations by the co-owners and/or the Association and/or the Maintenance Company.

IN WITNESSES WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day, month and year first above written.

SIGNED AND DELIVERED BY THE LANDOWNERS/VENDORS
AT KOLKATA IN THE PRESENCE OF:
WITNESSES:

1.

2.

OWNERS/VENDORS

SIGNED AND DELIVERED BY THE PURCHASERS
AT KOLKATA IN THE PRESENCE OF:
WITNESSES:

1.

2.

PURCHASER

SIGNED AND DELIVERED BY THE DEVELOPER/CONFIRMING
PARTY AT KOLKATA IN THE PRESENCE OF:
WITNESSES:

1.

2.

Drafted by:

DEVELOPER/CONFIRMING PARTY

Continue.....

RECEIPT

RECEIVED a sum of ₹/- (**Rupees**) **only** as and by way of full and final agreed consideration for the property hereunder sale as per the memo below:-

MEMORANDUM OF CONSIDERATION

Ch. No.	Date	M/Receipt No.	A/c Head	Amount (₹)	GST (₹)
Grand Total ₹ .					

(RupeesOnly)

WITNESSES:

1.

OWNERS/VENDORS

2.

DEVELOPER/CONFIRMING PARTY

Continue.....