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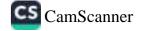
1. Smt. RAMA PRASAD (the OWNER) wife of late Dip Narayan Prasad, by nationality Indian, by faith Hindu, by occupation Housewife, having PAN: BTCPP0716L, Aadhaar: 7891 3628 8619, resident of Narkel Bagan, Ramkrishna Nagar, PO: Laskarpur, PS: Narendrapur (previously Sonarpur), South 24 Paraganas, Kolkata 700153, presently residing at: Ramchandrapur North, Opposite Ekta Sangha, PO & PS: Narendrapur, South 24 Parganas, Kolkata 700103, AND (2) M/s SUNNIVA REALTY, (the DEVELOPERS), a sole-proprietorship firm, having registered office at 19, Pollock Street, Second floor, PO: Kolkata GPO, PS: Hare Street, Kolkata 700001, PAN: AIAPP0385P, its proprietor SURYANSH PUGALIA, son of Sri Rajendra Kumar Pugalia, resident of 40 Rupchand Mukherjee Lane, PO & PS: Bhowanipore, Kolkata 700025, PAN: AIAPP0385P and Aadhaar No: 3135 0438 6917, by Nationality Indian, by faith- Hindu, hereafter referred to as the "VENDORS" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs legal representatives executors administrators and assigns) of the FIRST PARTY.

		AND	
Sri	, sor	n of	, having PAN:
, Aadhar Ca	ard No:	_, AND Smt	, wife of
	, having PAN:	, Aadhar Card	No:, both by
Nationality Indian, by fa	ith- Hindu, by occup	ation – No.1 - service a	nd No. 2 - service, both at
present residing at			, hereinafter
referred to as "PURCH	ASER" (which expre	ssion shall unless rep	ugnant to the context or
meaning thereof mean	and include their no	minee, or successors-i	n interest, administrators
and assigns) of the OTE	IER PART.		

The OWNER and the DEVELOPER, are hereinafter individually referred to as such or as Party and collectively as VENDORS. ALSO, the above expressions of the Vendors shall, unless excluded by or repugnant to context, be deemed to mean and include their legal heirs, successor-in-office, executors, administrators, legal representatives, and assigns. The Owner and Developer entered into a Joint Venture/Development Agreement for the development and construction of the project - SUNNIVA LEGACY.

WHEREAS one Bhagirat Purakait, son of Sayambar Purakait, while enjoying and possessing the all that Sali land measuring about 19 satak (decimal) situated at PS. & ADSR Sonarpur, Pargana Magura, Mouza Ramchandrapur, Khatian No. Hal 146, Halka 655, 918 & 100, Hal Dag No. 678, Halka Dag No 769, had transferred the above said land unto and in favour of one Subhra Banerjee and Jayanta Banerjee by virtue of a registered Deed of Sale, which was registered at the office of the ADSR Sonarpur, South 24 Parganas and recorded as Book No. 19, Pages 26 to 27, Being No. 1225, for the year 1996.

AND WHEREAS one Atul Chandra was enjoying all that piece and parcel of land measuring about 10 satak (decimal) more or less, lying and situated at Mouza Ramchandrapur, Lt. No. 5, Pargana Magura, Hal Khatian No. 143, Hal Dag No. 679, Halka Dag No. 770, under PS. & ADSR Sonarpur, District: South 24 Parganas.



AND WHEREAS while seized and possessed of the above 10 satak (decimal) of said land, Atul Chandra Biswas died intestate leaving behind his wife Smt. Anandamoyee Biswas, two sons namely Satya Kinkar Biswas and Amar Chandra Biswas and two daughters namely Bimala Kayal and Nirmala Naskar as his only legal heirs and successors.

AND WHEREAS while seized and possessed of the undivided 1/5" share of the above said land of Late Atul Chandra Biswas, his son Amar Chandra died intestate as bachelor and as per Hindu law of inheritance his mother Anandamoyee Biswas being the only legal heir and successor became the owner of the 1/5° share (i.e. 02 decimal land) of the above said land owned by late Amar Chandra Biswas and thus Anandamoyee Biswas became the owner of 04 satak (decimal), which includes her own share of land measuring about 02 decimal land being one of the legal heirs of Late Atul Chandra Biswas) of land, out of 10 satak (decimal) land of Late Atul Chandra Biswas as mentioned hereinabove.

AND WHEREAS thereafter Anandamoyee Biswas wife of Late Atul Chandra Biswas, by virtue of a Deed of Gift dated 25th November 1987, registered at the office of the ADSR Sonarpur and recorded as Book No. 1, Vol. No. 68, Pages from 282 to 288, being No. 5201 for the year 1987, gifted/transferred/conveyed, 04 satak (decimal) of land owned by her as mentioned hereinabove unto and in favour of her elder son Satya Kinkar Biswas.

AND WHEREAS by virtue of another Deed of Gift dated 25th November 1987, registered at the office of the ADSR Sonarpur and recorded as Book No. 1, Vol. No. 68, Pages from 289 to 295, being no. 5202 for the year 1987, Smt. Nirmala Naskar, wife of Jiban Krishna Naskar, daughter of Late Atul Chandra Biswas gifted/ transferred/ conveyed the undivided 1/5th share i.e., 02 satak (decimal) land out of the above said 10 satak (decimals), unto in favour of her elder brother Satya Kinkar Biswas.

AND WHEREAS by virtue of another Dead of Gift dated 25th November 1987, registered at the office of the ADSR Sonarpur and recorded as Book No. 1, Vol. No. 68, Pages from 296 to 302, being no. 5203 for the year 1987, Smt. Bimala Kayal, wife of Haru Kayal, daughter of Late Atul Chandra Buswas gifted/transferred/conveyed her undivided 1/5th share i.e., 02 satak (decimal) land out of the above said 10 satak (decimals), unto in favour of her elder brother Satya Kinkar Biswas.

AND WHEREAS by virtue of the above said 3 (three) number of gift deeds together with his own share, Satya Kinkar Biswas became the absolute owner of All That piece and parcel of land measuring about 10 satak (decimal) more or less, lying and situated Mouza Ramchandrapur, J.L. No. 58, Pargana Magura, Hal Khatian No. 143, Hal Dag No. 679, Halka Dag No. 770, under PS. & ADSR Sonarpur, District. South 24 Parganas.

AND WHEREAS thereafter above said Subhra Banerjee and Jayanta Banerjee, joint owners of land area measuring about 01 Cottahs 10 Chittacks 30 Sq.ft. comprising at Mouza Ramchandrapur. J.L. No. 58, Hal Dag No. 678, AND Satya Kinkar Biswas, owner of land area 03 Cottahs more or less, comprising at Mouza Ramchandrapur, J.L. No. 58, Hal Dag No. 679, P.S. & ADSR Sonarpur, District South 24 Parganas, TOGETHER sold/conveyed/transferred, all that piece of parcel of land measuring about 04 Cottahs 10 Chittacks 30 Sq.ft. be the same or little more or less situated at Mouza.



Ramchandrapur, J.L. No. 58, Hal Dag No 678 and Hal Dag No. 679 unto and in favour of Angahu Ashis Moitra by virtue of a Deed of Sale dated 11th November 1997, which was transferred at the office of the ADSR Sonarpur and recorded as Book No. 1, Vol. No. , Pages from 116 to 124, being No. 8513 for the year 1997.

WHEREAS while seized and possessed of the above said 04 Cottahs 10 Chittacks 30 Sq.ft. be the same or little more or less, Angshu Ashis Moitra mutated his name at the office of BL & LRO Sonarpur in respect of the above said land under his ownership.

AND WHEREAS while seized possessed and enjoying the above said land measuring out 94 Cottahs 10 Chittacks 30 Sq.ft. be the same or little more or less, by virtue of a Deed of Conveyance which was registered at the office of the ADSR Sonarpur and recorded as Book No. 1, Vol. No. 9, Pages from 369 to 378, being no. 444 for the year 2006. Angshu Ashis Moitra, sold/conveyed/transferred the above-said land measuring about 04 Cottahs 10 Chittacks 30 Sq.ft. be the same or little more or less, unto and in favour of Tapan Kumar Bhunia, son of Late Radhanath Bhunia.

AND WHEREAS while seized, possessed, and enjoying the above said land measuring about 04 Cottahs 10 Chittacks 30 Sq.ft. be the same or little more or less, by virtue of a Deed of Conveyance dated 16. November 2011, which was registered at the office of DSR - IV, South 24 Parganas office of the ADSR Sonarpur and recorded as Book No. 1, Vol. No. 27, Pages from 3715 to 3733, being No. 08191 for the year 2011, Tapan Kumar Bhunia, son of Late Radhanath Bhunia, through his constituted attorney Sri Umesh Kumar by virtue of a General Power of Attorney Registered at the office of the ARA-III, recorded as Book No. IV, CD Vol. No. 9, Pages from 6987 to 6996, being No. 06268 for the year 2011, sold/conveyed/ transferred the above said land measuring about 04 Cottahs 10 Chittacks 30 Sq.ft be the same or little more or less, unto and in favour of Astral Buildcon Pvt. Ltd.

AND WHEREAS after purchasing the above said land measuring about 04 Cottahs 10 Chittacks 30 sq.ft. be the same or little more or less Astral Buildcon Pvt. Ltd. mutated its name in the Record of Rights at BL & LRO, Sonarpur and allotted L.R. Khatian No. 2398, in respect of the above said land measuring about 04 Cottahs 10 Chittacks 30 sq.ft. be the same or little more or less situated at Mouza Ramchandrapur, J.L no 58, LR. Dag No. 769 and 770, within the jurisdiction of Sub registry office Sonarpur, P.O. Narendrapur, P.S. earlier Sonarpur now Narendrapur, within the limits of 1 no. Bonhooghly Gram Panchayat, District: South 24 Parganas hereinafter referred to as the Said Land No.1'.

AND WHEREAS further one Bhagirat Purakait, son of Sayambar Purakait while owning, enjoying and possessing, all that Sali land measuring about 19 satak (decimal) located at PS. & ADSR Sonarpur. Pargana Magura, Mouza Ramchandrapur, Khatian No. Hal 146, Halka 655, 918 & 100, Hal Dag No. 678, Halka Dag No. 769, transferred the above said land unto and in favour of one Subhra Banerjee and Jayanta Banerjee, by virtue of a registered Deed of Sale, registered at the office of the ADSR Sonarpur, South 24 Parganas, recorded as Book No. 1, Vol. No. 19, Pages from 26 to 27, Being No. 1225 for the year 1996.



AND WHEREAS one Atul Chandra Biswas was enjoying All That piece and parcel of land measuring about 10 satak (decimal) more or less, lying and situated at Mouza Ramchandrapur, J.L. No. 58, Pargana Magura, Hal Khatian No. 143, Hal Dag No. 679, Halka Dag No. 770, under PS. & ADSR Sonarpur, District: South 24 Parganas.

AND WHEREAS while seized and possessed of the above said 10 satak (decimal) and, Atul Chandra Biswas died intestate leaving behind his wife Smt. Anandamoyee Biswas, two sons namely Satya Kinkar Biswas and Amar Chandra Biswas and two daughters namely Bimala Kayal and Nirmala Naskar as his only legal heirs and successors.

AND WHEREAS while seized and possessed of the undivided 1/5th share of the above said land of Late Atul Chandra Biswas, his son Amar Chandra Biswas died intestate as bachelor and as per Hindu law of inheritance his mother Anandamoyee Biswas being the only legal heir and successor became the owner of the 1/5th share (i.e. 02 decimal land) of the above said land owned by late Amar Chandra Biswas and thus Anandamoyee Biswas became the owner of 04 satak or decimal (which includes her own share of land measuring about 02 decimal land being one of the legal heirs of Atul Chandra Biswas of land out of 10 satak (decimal) land of Late Atul Chandra Biswas as mentioned hereinabove.

WHEREAS thereafter Anandamoyee Biswas by virtue of a Deed of Gift dated 25th November 1987, registered at the office of the ADSR Sonarpur and recorded as Book No. 1, Vol. No. 68, Pages from 282 to 288, being No. 5201 for the year 1987 gifted/ transferred/ conveyed, 04 satak (decimal) land owned by Anandamoyee Biswas, unto and in favour of her elder son Satya Kinkar Biswas.

AND WHEREAS by virtue of another Deed of Gift dated 25th November 1987, registered at the office of the ADSR Sonarpur and recorded as Book No. 1, Vol. No. 68, Pages from 289 to 295, being no. 5202 for the year 1987, Smt. Nirmala Naskar wife of Sri Jiban Krishna Naskar, gifted/transferred/conveyed her undivided 1/5th share i.e., 02 satak (decimal) land out of the above said 10 satak (decimal) land unto and in favour of her elder brother Satya Kinkar Biswas.

AND WHEREAS by virtue of another Deed of Gift dated 25th November 1987, registered at the office of the ADSR Sonarpur and recorded as Book No. 1, Vol. No. 68, Pages from 196 to 302, being no. 5203 for the year 1987, Smt. Bimala Kayal wife of Haru Kayal, daughter of Atul Chandra Biswas gifted/transferred/conveyed her undivided 1/5th share i.e., 02 satak (decimal) land out of the above said 10 satak (decimal) land unto and in favour of her elder brother Satya Kinkar Biswas.

AND WHEREAS by virtue of the above said 3 (three) number of gift deeds together with his own share, Satya Kinkar Biswas became the absolute owner of All That piece and parcel of land measuring about 10 satak (Decimal) more or less, lying and situated Mouza Ramchandrapur, J.L. No. 58, Pargana Magura, Hal Khatian No. 143, Hal Dag No. 679, Halka Dag No. 770 under PS. & ADSR Sonarpur, District: South 24 Parganas.

AND WHEREAS thereafter said Subhra Banerjee and Jayanta Banerjee and Satya Kinkar Biswas collectively sold/conveyed/transferred plot no. A10, having total land area of 04 Cottahs 11 Chittacks



30 Sq.ft. more or less comprising at Mouza Ramchandrapur, J.L. No. 58, Hal Dag No. 678and 679, onto and in favour of one Chandi Das Sanyal, son of Srish Chandra Sanyal, by virtue of a Deed of Sale dated 11th November 1997 registered at the office of the ADSR Sonarpur, South 24 Parganas and recorded as Book No.1, Vol. No. 136, Pages from 107 to 114, being No. 8512 for the year 1997.

AND WHEREAS after purchasing the above said land measuring about 04 Cottahs 11 Chittacks 30 Sq.ft. be the same or little, more or less, Chandi Das Sanyal mutated his name at the office of BL & LRO Sonarpur and paying khajna/taxes regularly in respect of the above said land measuring about 04 Cottahs 11 Chittacks 30 Sq.ft. be the same or little, more or less, owned by him.

AND WHEREAS while seized and possessed of the above said land measuring about 04 Cottahs 11 Chittacks 30 Sq.ft. be the same or little more or less, Chandi Das Sanyal being desirous to sell the above land, appointed his wife Smt. Swati Sanyal, resident of 170 Sarat Ghosh Garden Road, PS: Kasba, Kolkata 700031, as his lawful attorney by executing a General Power of Attorney, registered at the office of the DSR Alipore and recorded as Book No. IV, Vol. No.1, Pages from 638 to 649, being No. 00059 for the year 2005.

AND WHEREAS by virtue of the above said General Power of Attorney, Chandi Das Sanyal, represented by his constituted attorney Smt. Swati Sanyal sold/ transferred/ conveyed the above said land measuring about 04 Cottahs 11 Chittacks 30 Sq.ft be the same or little more or less together with all easement rights and benefits of existing common passage adjacent to above said land, unto and in favour of Smt. Alpana Bhunia, wife of Tapan Kumar Bhunia, by executing the said Deed of Conveyance, registered at the office of ADSR Sonarpur and recorded in Book No.1, Vol. No.132, Pages 151 to 160, Being No. 6893 for the year 2005.

AND WHEREAS while seized and possessed of the above said land measuring about 04 Cottahs 11 Chittacks 30 Sq.ft be the same or little more or less, Alpana Bhunia being desirous to sell the above said land appointed Sri Raghabendra Prasad, son of Dip Narayan Prasad, resident of Ramkrishna Nagar, p.S. Sonarpur, Kolkata - 700153, as her lawful attorney by executing a General Power of Attorney which was registered at the office of the DSR Alipore and recorded as Book No. IV, CD Vol. No. 9, Pages from 6997 to 7006, being No. 06269 for the year 2011.

AND WHEREAS by virtue of a Deed of Conveyance dated 16th November 2011, registered at the office of DSR - IV, South 24 Parganas and recorded as Book No. 1, CD Vol. No. 27, Pages from 2642 to 2660, being No. 08192 for the year 2011, Smt. Alpana Bhunia through her Constituted Attorney, Sri Raghabendra Prasad, sold/ conveyed/ transferred the above said land measuring about 04 Cottahs 11 Chittacks 30 Sq.ft. be the same or little more or less, unto and in favour of Astral Buildcon Pvt. Ltd.

AND WHEREAS by virtue of the above said Deed of Conveyance dated 16th November, 2011, Astral Buildcon Pvt. Ltd. become the absolute owner of land measuring about 01 Cottahs 11 Chittacks 30 Sq.ft, more or less situated at Mouza Ramchandrapur, Parganas Magura, J.L. No. 58, Touzi No. 110, R.S No. 196, Hal Khatian No. 146, Halka Khatian No. 655, 918, 100, Hal Dag No 678, (Halka or L.R. Dag No. 769) within the jurisdiction of PS. & Sub Registry Office Sonarpur, PO: Narendrapur, within



the limits of 1 no Bonhooghly Gram Panchayat, District: South 24 Parganas AND ANOTHER piece of land measuring about 03 cottahs, more or less situated at Mouza Ramchandrapur, Pargana Magura, J.L. No. 58, Touzi No. 110, RS No. 196, Hal Khatian No. 143, Halka Khatian No. 655, 918, 100, Hal Dag No. 679 (Halka or L.R. Dag No. 770), within the jurisdiction of P.S. & Sub Registry Office Sonarpur, P.O. Narendrapur, within the limits of 1 no. Bonhooghly Gram Panchayat, District South 24 Parganas, which total land area of 04 Cottahs 11 Chittacks 30 Sq.ft., be the same or little more or less.

AND WHEREAS after purchasing the above said land measuring about 04 Cottahs 11 Chittacks 30 Sq.ft. be the same or little more or less Astral Buildcon Pvt. Ltd., mutated its name, in the Record of Rights at BL & LRO Sonarpur and was allotted LR. Khatian No. 2598, in respect of the above said land measuring about 04 Cottahs 11 Chittacks 30 Sq.ft., be the same or little more or less situated at Mouza Ramchandrapur, J.L.No.58, L.R. Dag No. 769 and 770, within the jurisdiction of Sub Registry Office Sonarpur, PO: Narendrapur, PS: Narendrapur (previously Sonarpur), within the limits of 1 no. Bonhooghly Gram Panchayat, District South 24 Parganas (hereinafter referred to as 'Said Land No. 2)

AND WHEREAS the Astral Buildcon Pvt. Ltd., is in well seized and possessed of the 'Said Land No. 1', measuring about 04 Cottahs 10 Chittacks 30 Sq.ft. and 'Said Land No. 2' measuring about 04 Cottahs 11 Chittacks 30 Sq.ft., which in total is; 09 Cottahs 06 Chittacks 15 Sq.ft. more or less lying and situated at Mouza Ramchandrapur, J.L. no 58, LR, Khatian No. 2398, L.R. Dag No. 769 and 770, within the jurisdiction of Sub Registry Office Sonarpur, P.O. Narendrapur, P.S. earlier Sonarpur now Narendrapur, within the limits of 1 no. Bonhooghly Gram Panchayat, District: South 24 Parganas, which is morefully described hereinafter in the schedule hereunder.

AND WHEREAS while seized and possessed the above Said Premises, Astral Buildcon Pvt. Ltd., herein due to urgent need of money decided to sell, ALL THAT piece and parcel of land measuring about 09 Cottahs 06 Chittacks 15 Sq.ft be the same or little more or less lying and situated at Mouza Ramchandrapur, J.L. no 58. L.R. Khatian No. 2398. L.R. Dae No. 769 and 770. within the jurisdiction of Sub Registry office Sonarpur, PO. Narendrapur, PS: Narendrapur (previously Sonarpur), within the limits of 1 no. Bonhooghly Gram Panchayat, District: South 24 Parganas, which is morefully described hereinafter in the schedule hereunder.

AND WHEREAS Smt. Rama Prasad, the Owner herein, having come to know of such announcement offered a consolidated value of the 'Said Premises' having land area measuring about 09 Cottahs 06 Chittacks 15 Sq.ft. be the same or little more or less lying and situated at Mouza Ramchandrapur, J.L. No 58, L.R. Khatian No. 2398, L.R. Dag No. 769 and 770, within the jurisdiction of Sub Registry Office Sonarpur, PO. Narendrapur, PS: Narendrapur (previously Sonarpur), within the limits of 1 no Bonhooghly Gram Panchayat, District: South 24 Parganas, for a Consideration amount of Rs. 22,00,000/- (Rupees Twenty-Two Lakhs only) in lump sum and Astral Buildcon Pvt. Ltd., the Vendor therein, accepted the offer, for an out and out sale of the 'Said Premises' at a total consideration of Rs. 22,00,000/- (Rupees Twenty-Two Lakhs only) by way of the Deed of Conveyance dated 27th August 2021, registered in Book No. 1, Vol. No. 1604-2021, Pages from 230368 to 230402, Being No. 160406138 for the year 2021.



AND WHEREAS, at all material times, one Panchanan Biswas son of Late Ramani Mohan Biswas, resident of Ramchandrapur, PS. Sonarpur acquired some ancestral properties which includes land comprised in Touri No. 110, Pargana Magura, Mouza Ramchandrapur, J.L. No. 58, R.S. Dag No. 680 and R.S. Khatian No. 96, PS. Sonarpur, within the jurisdiction of 1 no. Bonhooghly Gram Panchayat, and the said Panchanan Biswas transferred land area measuring, more or less, 20 satak to one Srikanta Naskar, by one registered Deed of Sale which was registered and recorded in Book No. 1, Vol. No. 28, Pages from 246 to 247, being No. 2525 for the year 1957 and registered at the Sub Registry Office, Baruipur.

AND WHEREAS while the said Srikanta Naskar was enjoying the said land, along with some other properties by way of purchase by different sale deeds from the then Vendors therein, the said Srikanta Naskar died intestate leaving behind his four sons namely; Sunil Kumar Naskar, Sankar Kumar Naskar, Ram Naskar, Bhim Naskar, two daughters namely; Minu Naskar, Minati Mondal and his wife namely Dhirbala Naskar, who collectively inherited the property left by said Srikanta Naskar.

AND WHEREAS Smt Dhirbala Naskar, wife of Srikanta Naskar along with Minu Naskar and Minati Mandal i.e., the two daughters of Srikanta Naskar transferred / conveyed their shares acquired by them as the legal heir and successors of Srikanta Naskar unto and in favour of Sunil Kumar Naskar, Sankar Kumar Naskar, Ram Naskar, and Bhim Naskar, by executing a registered Deed dated 20th December 1993, which was registered at the Sub Registry Office, Sonarpur and recorded as being No. 8584 for the year 1993.

AND WHEREAS while the said four brothers namely Sunil Kumar Naskar, Sankar Kumar Naskar, Ram Naskar, Bhim Naskar i.e. the four sons of Late Srikanata Naskar collectively enjoying the land property measuring about 20 satak (decimal) situated at Mouza Ramchandrapur, J.L. No. 58, R.S. Dag No. 680 and RS Khatian No. 96, PS. Sonarpur, within the jurisdiction of 1 no. Bonhooghly Gram Panchayat, transferred the above said land measuring about 20 satak (decimal) along with their other land in R.S. Dag No. 681 at the same Mouza unto and in favour of – Impred India Pvt. Ltd., being represented by its director, Sri Jayanta Banerjee, son of Late Bhutnath Banerjee, by one registered Deed of Sale dated 18th February 2000, which was registered at the office of the Sub Registrar, Sonarpur and recorded as Book No. 1, Vol. No. 24, Pages from 40 to 46, being No. 1376 for the year 2000.

AND WHEREAS after purchasing the above said land measuring about 20 satak (decimal), IMPRED India Pvt. Ltd., applied for mutation of its name, at the office of BL & LRO, Sonarpur vide mutation memo no. 1683/1/06 and thereafter mutation certificated dated 03.01.2008 was issued in favour of Impred India Pvt. Ltd., in respect of the above said 20 satak (decimal) land by the office of BL & LRO, Sonarpur.

AND WHEREAS by virtue of a Deed of Sale dated 20th April 2009, above said - Impred India Pvt. Ltd. being represented by its Director- Sri Jayanta Banerjee, son of Late Bhutnath Banerjee, sold/transferred/conveyed the above said land measuring about 20 satak (decimal) more or less, unto and if favour of Sri Subrata Banerjee, son of Lakshmi Narayan Banerjee and Smt. Sampa Banerjee, wife of Sri Subrata Banerjee, both resident of 36 & 37, East Santoshpur Cooperative Housing Society, PS.



Purba Jadavpur, Kolkata 700099, and the said Deed of Sale was registered at the office of the ADSR Sonarpur and recorded as Book No.1, CD Vol. No.12, Pages from 1540 to 1553, being no. 04051 for the year 2009.

AND WHEREAS after purchase the above said land measuring about 20 satak (decimal), Sri Subrata Banerjee and Smt. Sampa Banerjee mutated their names in the Record of Rights in respect of the above said land in the office of the BL & LRO, Sonarpur.

AND WHEREAS while they seized, possessed, and enjoyed the above said land measuring about 20 satak (decimal), Sri Subrata Banerjee and Smt. Sampa Banerjee sold/transferred/conveyed the above said land measuring about 20 satak (decimal) more or less, unto and in favour of Sri Mahendra Prasad, son of Dip Narayan Prasad, by virtue of a Deed of Sale dated 22nd March 2010, registered at the office of the DSR-IV, Alipore, South 24 Parganas and recorded as Book No. 1, CD Vol. No. 8. Pages from 3475 to 3490, being No. 02222 for the year 2010.

AND WHEREAS while seized, possessed, and enjoying the above said land measuring about 20 satak (decimal). Sri Mahendra Prasad sold/ transferred/ conveyed the above said land measuring about 20 satak (decimal) more or less, unto and in favour of Astral Buildcon Pvt. Ltd., by executing a Deed of Conveyance dated 25th day of March, 2010 which was registered at the office of the Additional Registrar of Assurances (ARA-1) and recorded as Book No. I, CD Vol. No 8, Pages from 1836 to 1855, being No. 02986 for the year 2010.

AND WHEREAS after purchasing the above said land measuring about 20 satak (decimal), Astral Buildcon Pvt. Ltd., mutated its name in the LR. Record of Rights at the office of the BL & LRO Sonarpur and allotted L.R. Khatian No. 2398 in respect of the above said land measuring about 20 satak (decimal) and thus Astral Buildcon Pvt. Ltd., become the absolute owner of ALL THAT piece and parcel of Said land Measuring about 20 satak (decimal) which is equivalent to 12 Cottahs more or less, situated at Mouza Ramchandrapur. J.L.No. 58, RS Dag No. 680, LR Dag No. 771, LR Khatian No. 2398, under PS Narendrapur (previously Sonarpur), within the jurisdiction of 1 no. Bonhooghly Gram Panchayat, District - South 24 Parganas, morefully and particularly described hereinafter, as the Said Premises in the schedule hereunder. Astral Buildcon Pvt. Ltd. is well seized, possessed, and sufficiently entitled the 'Said Premises'.

AND WHEREAS while seized and possessed the above Said Premises, Astral Buildcon Pvt. Ltd., due to urgent need of money decided to sell, ALL THAT piece—and parcel of Sali land measuring about 20 satak (decimal), equivalent to 12 Cottahs, more or less, situated at Mouza Ramchandrapur, J.L.No. 58, R.S. Dag No. 680, L.R. Dag No. 771, L.R. Khatian No. 2398, under PS: Narendrapur (previously Sonarpur), within the jurisdiction of 1 no. Bonhooghly Gram Panchayat, District South 24 Parganas

AND WHEREAS the purchaser therein Smt. Rama Prasad, i.e., the Owner (as mentioned herein) having come to know of such announcement offered a consolidated value of the Said Premises, having land area measuring about 20 satak (decimal) equivalent to 12 Cottahs, more or less, situated at Mouza Ramchandrapur, J.L. No. 58, R.S. Dag No. 680, LR Dag No. 771, LR. Khatian No. 2398, under PS:



Narendrapur (previously Sonarpur), within the jurisdiction of 1 no. Bonhooghly Gram Panchayat, District South 24 Parganas (hereinbefore and hereinafter referred to as the Said Premises), for a Consideration amount of Rs. 25,00,000/- (Rupees Twenty-Five Lakhs) only in lump sum and the Astral Buildcon Pvt. Ltd., has accepted the offer of the vendors for an out and out sale of the Said Premises at a total consideration of Rs. 25,00,000/- (Rupees Twenty-Five Lakhs only) by way of the Deed of Conveyance dated 27th August 2021, Registered in Book No.1, Vol. No. 1604-2021, Pages from 230403 to 230431, Being No: 160406079 for the year 2021.

AND WHEREAS, thus Smt. Rama Prasad, referred to as the Owner herein, by virtue of the two Deeds of Conveyance, registered in the year 2021, being nos: 160406079 and 160406138, became the absolute and lawful owner of 36 satak (decimal) or 21 cottahs 06 chittacks 15 sq.ft. (1431.16 sq.mtrs.) of the 'Said Land', situated at Mouza: Ramchandrapur, J.L. No. 58, comprised within R.S. Dag Nos. 679, 680 and L.R. Dag Nos. 769, 770, 771, within L.R. Khatian No. 3863, ALSO having Holding No. 8085 Ramchandrapur (Pubali Garden), under PO: Narendrapur and PS: Narendrapur (previously Sonarpur), South 24 Parganas, Kolkata 700103, within the jurisdiction limits of 1 no. Bonhooghly Gram Panchayat, District: South 24 Parganas, presently being assessed by the panchayat as holding no: 8085, Ramchandrapur (Pubali Garden) South 24 Parganas, Kolkata 700103, morefully described in the First Schedule, written hereunder

AND WHEREAS, the Owner approached the Developer- M/s SUNNIVA REALTY (a Proprietorship firm), having Sri Suryansh Pugalia (as the sole-proprietor), with PAN: AIAPP0385P and Aadhaar: 3135 0438 6917, having its registered office at 19 Pollock Street, 2nd Floor, Room No: 2/20, Kolkata 700001, to develop and construct, units/apartments over the total area of 21 Cottahs 06 Chittacks 15 Sq.ft., or 36 satak (decimals) purchased under the two deeds of conveyance being no. 160406079 for the year 2021 and another being no. 160406138 for the year 2021(also being the "Said Premises") and registered a 'Joint Venture / Development Agreement', being no. 160312741, in Book No. 1, Vol. No. 1603-2021, Pages 408736 to 408784, for the year 2021, AS WELL AS, a 'Development Power of Attorney (after Registered Development Agreement)' being no. 160312763, in Book No. 1, Vol. No. 1603-2021, Pages 408715 to 408735, for the year 2021, both at the office of DSR – III, South 24 Parganas.

AND WHEREAS the developer has obtained the approval for construction of project on the Said Premises, with the sanctioned Building Plan No: 795 / 925 / KMDA (upto G + IV, height 14.90 mt.) dated: 8th June 2023, comprising of flats/ apartments within one single building, along with car parking spaces, etc, as approved by the relevant building departments of Zilla Parishad (South 24 Parganas). Sonarpur Development Block, Sonarpur Panchayat Samiti, and No 1 Bonhooghly Gram Panchayat).

AND WHEREAS the Developer within its rights, named the project SUNNIVA LEGACY, and thereafte
made appropriate application under WB RERA, for the requisite registration (no.
AND WHEREAS, the Vendors of SUNNIVA LEGACY, want to sell and transfer to the intendin Purchasers, the 'Said Flat' No on the floor, having Carpet Area Sq.ft., (with Built-up
Area of Sq.ft. and Super Built-Up Area: Sq.ft) AND Covered/Open Car Parking space



AND WHEREAS at or before execution of these presents the Purchasers has made enquiries and inspect of various documents, records, papers, certificates drawing, plans etc. and on the basis of that has fully satisfied themselves, with regard to the 'Said Premises' and/or 'Said Flat', as to;

- i. The title of the Vendors.
- ii. The rights, title, and interests of the Developer;
- iii. The quality and workmanship of construction, of the new building and the Said Flat;
- iv. The specifications with which the new building is constructed;
- v. The total Built-Up and Super Built-Up Area, to comprise in the Said Flat;
- vi. The car parking space;
- vii. The various facilities and amenities available in the new building;
- viii. The obligation of the Purchasers to make payment, in respect of the Said Flat and Properties Appurtenant Thereto, on account of Consideration, Extra & Development Charges (EDC), and the proportionate share of Maintenance & Deposits, other Charges etc., as applicable and payable;

AND HAS AGREED not to raise any objections and not to disputes the same on any ground, whatsoever or howsoever.

And on the terms and conditions, which have been agreed between the parties hereto are recorded herein below:

NOW THIS DEED WITNESSETH as follows:

That in consideration of a sum of Rs, as detailed in the Fourth Schedule,
written hereunder, paid by the Purchasers to the Vendor, in phases, at or before the execution
hereof (the receipt whereof the Vendor doth hereby admit and acknowledge to have been received,
and of and from the payment of the same and every part hereof doth hereby acquit release
exonerate and discharge the Purchaser and also the Said Flat and the Properties Appurtenant
Thereto, hereby intended to be sold and transferred), the Vendors do hereby sell, transfer, convey,
assure and assign, unto and in favour of the Purchasers herein ALL THAT the flat no on
the floor of the newly constructed building - SUNNIVA LEGACY, having Carpet Area
Sq.ft., (with Built-up Area of Sq.ft. and Super Built-Up Area: Sq.ft) TOGETHER WITH
Covered/Open Car Parking, at the space allotted, measuring about 135 Sq.ft., be the same
a little more or less, hereinafter referred to as the 'Said Flat', morefully described in the Third
Schedule written hereunder, being a part of the Residential Portion situated at premises/holding
no: 8085 Ramchandrapur, (Pubali Garden) South 24 Parganas, Kolkata 700103, morefully
described in the Second Schedule written hereunder, AND TOGETHER WITH the undivided
impartible proportionate share in the land comprised within the said Residential Portion,
attributable to the Said Flat (hereinafter referred to as the said Undivided Share), the Said Flat
- "TOTAL NEW TOTAL CONTINUES TO THE CONTINUES
and the said Undivided Share are hereinafter collectively referred to as the Said Flat and the
Properties Appurtenant Thereto, morefully described in the Third Schedule, written hereunder



AND TOGETHER WITH the undivided proportionate share or right in the Common Areas, Facilities and the General Common Elements, attributable to the Said Flat, morefully described in the Fifth Schedule, written hereunder, with right to use the same, in common with other coowners/co-purchasers, AND ALSO the right to use the common entrances, staircases, other common parts and portions, in common with the occupants of the new building, TO HAVE AND TO HOLD the Said Flat and the Properties Appurtenant Thereto, absolutely and forever, free from all encumbrances, charges, liens, attachments, lis pendens and trusts, whatsoever or howsoever, AND TOGETHER WITH the right to use the common areas installations and facilities, including the infrastructure facility at the utility common room, roof-top seating, etc in common with the Vendors, Developer, other co-purchasers and lawful occupants of the new buildings, BUT EXCEPTING AND RESERVING such rights, easements, quasi-easements, privileges, reserved for the Vendors/ Developer/ Association of co-Purchasers, morefully described in the Sixth Schedule, written hereunder, AND TOGETHER WITH all easements or quasi easements and other stipulations and provisions as provided for in connection with the beneficial use and enjoyment of the Said Flat And The Properties Appurtenant Thereto, morefully described in the Seventh Schedule, written hereunder, TO HAVE AND HOLD the Said Flat And The Properties Appurtenant Thereto, hereby sold, transferred and conveyed and every part or parts thereof unto and to the use of the Purchaser, SUBJECT TO the Purchaser's covenants and obligations and agreements hereunder contained and on the part of the Purchaser to be observed fulfilled and performed (including the restrictions, rules and obligations contained in the Eighth Schedule written hereunder) AND ALSO SUBJECT to the Purchaser paying and discharging all municipal and other rates taxes and impositions on the Said Flat And The Properties Appurtenant Thereto, wholly, as well as the common expenses (including those mentioned in the Ninth Schedule hereunder written) proportionately and all other outgoings in connection with the Said Flat And The Properties Appurtenant Thereto, on and from the _____ (date).

II. AND THE VENDORS DO HEREBY COVENANT WITH THE PURCHASER as follows:

- a. THAT notwithstanding any act deed matter or thing, whatsoever, by the Vendors, done or executed or knowingly suffered to the contrary the Vendors are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the Said Flat and the Properties Appurtenant Thereto, hereby granted sold conveyed transferred assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.
- b. THAT notwithstanding any act deed or thing whatsoever done as aforesaid the Vendors now have good right full power and absolute authority to grant convey transfer sell and assign all and singular the Said Flat and the Properties Appurtenant Thereto, hereby sold conveyed transferred or expressed so to be unto and to the use of the Purchaser in the manner as aforesaid.
- c. THAT the Said Flat and the Properties Appurtenant Thereto, hereby sold granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments lease lis-pendens or trust, made or suffered by the Vendors or any person or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the Vendors.



- d. THAT the Purchaser shall and may, at all times hereafter peacefully and quietly, but subject nevertheless to the provisions herein contained, hold possess and enjoy the Said Flat and the Properties Appurtenant Thereto, and receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Vendors and/or the Developer or any person or persons having or lawfully or equitably claiming as aforesaid.
- e. AND FURTHER THAT the Vendors and all persons having or lawfully or equitably claiming any estate or interest in the Said Flat and the Properties Appurtenant Thereto, or any part thereof through under or in trust for the Vendors shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts, deeds, matters and things, whatsoever for further better and more perfectly assuring the Said Flat and the Properties Appurtenant Thereto, hereby granted sold conveyed and transferred unto and to the Purchaser in the manner aforesaid as shall or may be reasonably required.
- f. THAT the Vendors have not at any time done or executed or knowingly suffered or been partly to any act deed or thing whereby and hereunder the Said Flat and the Properties Appurtenant Thereto, hereby granted transferred and conveyed or expressed so to be or any part thereof can or may be impeached encumbered or affected in title or otherwise.
- g. THAT the Vendors do hereby further covenant with the Purchaser that unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser to produce or cause to be produced to the Purchaser or their attorney/agent at or before any trial examination or commission for inspection or otherwise as occasion shall require the title deeds, referred to above in connection with the Said Premises, as are or shall be available with the Vendors and also shall at the request and costs of the Purchaser deliver to the Purchaser such attested or other true copies or extracts there from as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the same obliterated and unchanged.

III. AND THE PURCHASER DOTH HEREBY COVENANT WITH THE VENDOR AS FOLLOWS:

The Purchaser shall to the end and intent that the obligations and covenants hereinafter contained shall at all the time thereafter run with the ownership and possession of the Said Flat and the Properties Appurtenant Thereto hereby conveyed hereby covenant with the Vendors as follows:

- a. That the Purchaser and all other persons deriving title under his/ her shall and will at all-time hereafter shall observe the restrictions set-forth in the Eighth Schedule, written hereunder.
- b. The Purchaser has examined the construction of the new building and the said flat (including the area comprised therein), the facilities and amenities provided for use of the Purchaser and has fully satisfied himself/herself with regard thereto and shall not raise any question or objection or make any claim or demand whatsoever against the Vendors/the Developer, with regard thereto.
- c. The Purchaser binds himself/herself to pay regularly and punctually the following amounts and outgoings:
 - i. Municipal rates and taxes, water tax and other tax assessed on the Said Flat and the Properties Appurtenant Thereto, directly to the relevant authority/ Municipality/ Panchayat, Provided That so long as the said flat/ unit is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Developer proportionate share of such rates and taxes.



- and such proportionate share being the proportion in which the super built-up area of the said flat/unit may bear to the total of super built up area of all the flats in the new building.
- ii. All other impositions levies, cess, taxes, surcharge and outgoings whether existing or as may be imposed at any time in future on the Said Flat and the Properties Appurtenant Thereto, or on the Said Premises, and whether demanded from the Purchaser or the Developer or the Vendors, and the same shall be paid by the Purchaser, wholly in case the same relates to the said flat/unit and proportionately, in case the same relates to the Said Premises and/or the new building, to the concerned authorities directly or through the Developer or the Association, as the case be.
- iii. Charges for using, enjoying and/or availing the facility of the utility common room, roof-top seating, etc at a portion in the new building at the Residential Portion and/or any other utility or facility, in common with the Vendors, the Developer and co-Purchasers/occupiers of other flats, subject to such rules and regulations as shall be formulated by the Developer and/or the Association and payable to the Association or the other authorities as may be decided and/or determined by the Association.
- iv. Maintenance charges and proportionate share of common expenses (including those mentioned in the Ninth Schedule hereunder written) payable to the Association at such rate as may be decided and/or determined by the Association,
- v. All penalty interest costs charges and expenses arising out of any delay default or negligence in payment of all or any of the aforesaid rates taxes imposition and/or outgoing proportionately or wholly as the case may be.
- d. The liability of the Purchaser for payment of all or any amounts specified in clauses III c. (i to v) hereinabove, shall be with effect from ______ (date) and the Purchaser shall remain liable to indemnify and keep indemnified the Developer and the Vendors for all liabilities due to non-fulfilment by the Purchaser of the obligations contained herein.
- e. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall in case the same be monthly payments, shall be made to the Developer within seven days of each and every month of which the same becomes due and otherwise within seven days of the Developer or the Association, leaving its bill (including communicating through post, notices, email, etc) for the same at the said flat/unit of the Purchaser PROVIDED THAT any amount payable by the Purchaser directly to any authority shall always be paid by the Purchaser within the stipulated due date in respect thereof and the Purchaser shall keep the Developer and the Vendors indemnified against all losses damages costs claims demands action and proceedings that may arise due to non-payment or delay in payment thereof.
- f. The Purchaser shall within 3 (three) months from the date hereof apply for and obtain separate assessment of the Said Flat from the relevant concerned authority/ Municipality/ Panchayat, and in case so required, the Vendors and the Developer shall sign necessary papers. In case the Purchaser fails to have such separation effected, then the Vendors and/or the Developer and/or the Association shall be at liberty to have the same effected at the costs and expenses of and as the constituted attorney of the Purchaser.
- g. The Purchaser shall permit the Association and its surveyors or agents with or without workmen and others at all reasonable times, upon 24 hours prior notice, except in case of emergency, to enter into and upon the said flat and every part thereof for the purpose of repairing reinstating



rebuilding cleaning lighting and keeping in order and good condition the sewers drains pipes cables water courses gutters wires structures or other conveniences belonging to or serving or used for the building and also for the purpose of laying down reinstating repairing and testing drainage, water pipes and electric wires and cables and for similar purposes and also to view and examine the state and condition of the said flat and the Purchaser shall at his/her own costs and expenses make good all defects leakages and want of repairs within seven days from the date of receiving notice in writing from the Developer and/or the Association.

- h. The Purchaser shall keep the said flat/ unit and partition walls, sewers, drains, pipes, cables, wires, entrance, and main entrance, exclusively serving the said flat/ unit, in good and substantial repair and condition, so as to support shelter and protect the parts of the building.
- i. More specifically and in particular, and without prejudice to the generality to the foregoing, the Purchaser doth hereby covenant that the Purchaser shall not make any form of alteration in the beams and columns passing through the said flat or the Common Areas Installations and facilities, for the purpose of making changing or repairing the concealed wiring and piping or otherwise whatsoever or howsoever and shall indemnity and keep the Developer and the Vendors saved harmless and indemnified in respect thereof.
- j. The Purchaser shall not cause or make obstruction or interference with the free ingress to and egress from the said new building or the Residential Portion of the Said Premises of the Developer and persons entitled to such ingress and egress and duly authorized by the Developer in that behalf.
- k. The Purchaser shall use and/or permit the said flat/ unit to be used for residential purposes only and for no other purpose whatsoever:
- 1. The Purchaser shall not make any additions or alterations to the said flat (including internal partition walls etc.) nor to the building nor shall change or alter or permit the alteration the outside colour scheme of the exposed walls or any external walls or the elevation or facade of the said building or the said flat and also not to decorate or paint or clad the exterior of the said flat/unit otherwise than in the manner as be agreed to by the Developer/Association in writing or in the manner as near as may be in which the same was previously decorated or painted by the Developer/Association nor to commit or permit to be committed any alteration or changes in pipes conduits cables and other fixtures and fittings serving the building.
- m. The Purchaser shall maintain at his/her own costs, the said flat/unit in the same good condition state and order, and abide by all laws, bye-laws, rules, regulations and restrictions of the government, the relevant authorities, municipality/panchayat, etc (including those relating to building, electricity, water, drainage, waste management, fire-safety, etc) and/or any statutory authority, local body with regards to the user and maintenance of the Said Flat and the Properties Appurtenant Thereto, as well as the Common Installation and amenities, at the said Residential Portion and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnity and keep the Vendors, Developer and the Association saved harmless and indemnified from and against all losses, damages, costs, claims, demands, actions and proceedings that the Vendors, Developer and/or the Association may suffer/incur, due to any non-compliance, non-performance, default or negligence on the part of the Purchaser.
- n. The Purchaser shall fully co-operate with the Association in the management and maintenance of the Residential Portion of the Said Premises and in particular the Common Areas and Installations.



o. The Purchaser shall observe and perform all rules regulations and restrictions from time to time made in force by the Developer and/or the Association for the user management of the Residential Portion of the said premises and in particular the Common Areas Installations and facilities.

IV. AND IT IS -HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

- a. That the undivided share in the land comprised in the Residential Portion of the Said Premises hereby sold and transferred and attributable to the Said Flat shall always remain indivisible and impartible.
- b. The right of the Purchaser shall remain restricted to the said flat/unit and right to the Covered/Open Car Parking Space allotted hereby and the undivided impartible and proportionate share or interest in the common parts and portions forming part of the Developer's Allocation and the Purchaser shall have no right and agree not to claim any right whatsoever or howsoever over and in respect of other parts and portions of the new building and the Residential Portion and/or the Said Premises.
- c. The new building at the Residential Portion shall always and forever be known as SUNNIVA LEGACY. Any modification or change, will be permitted, with the prior written consent of the Developer.
- d. At or before entering into these presents the Purchaser has made himself aware that the new building is a residential building and the Purchaser agrees to maintain the decency of the said new building and shall not do any act deed or thing nor permit any act deed or thing to be done which is likely to adversely affect the decency of the said new building.
- e. Separate electricity connection and meter to be arranged for the said flat, in the name of the Purchasers, and they shall be responsible and liable for it. The purchasers shall bear all costs and charges for such connection, and also agree to make payment of the electricity charges, regularly and punctually for the Said Flat, directly to the electricity company.
- f. The Developer and/or the Vendors will have the exclusive and unfettered right to exploit the open spaces of the said new building including any other open parts and portions of the Said Premises, vertically or horizontally and the Purchaser hereby consents to the same.
- g. The roof of the new building shall form part of the common parts and portions and none of the parties shall be entitled to claim any exclusive right over and in respect thereof.
- h. Both parties also agree to abide by the terms and conditions set in the Allotment Letter and the Agreement to Sell (ATS) executed by and between themselves, for the relevant 'said flat'.

V. AND the Purchaser doth hereby further agree and covenant with the Vendors and the Developer and each one of them respectively as follows:

a. The Developer and, upon taking over the maintenance and management of the new building by the Association, the Association alone shall be entitled and the Purchaser hereby authorise the Developer and the Association, to frame such rules and regulations as the Developer / Association shall think fit and proper AND the Purchaser hereby further commits himself/herself to become a member of the said Association AND TO abide by the rules and regulations as may be framed from time to time.



- b. The maintenance charges shall be paid by the Purchaser regularly and punctually and in the event of any default on the part of the Purchaser in making payment of such maintenance charges the Purchaser shall be liable to pay interest at the rate of 2 (two) per cent per month PROVIDED HOWEVER if the said default continue for a period of more than 30 days from the date of next payment becoming due then and in that event the Developer and/or the Association as the case may be shall be entitled to:
 - claim interest at the rate of 2% per month on all the outstanding amounts;
 - to demand and directly realise, any rent or other amount becoming payable to the Purchaser, by any tenant or licensee or other occupant in respect of the said flat;
 - iii. discontinue supply of water to the said flat;
 - iv. disconnect the use of common services; and
 - v. withhold and stop all other utilities and facilities to the Purchaser and his guests, lessees, tenants, licensees, and all else and/or the said flat and that such services shall not be restored until all the amounts together with interest, be fully paid.

AND ALSO IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO that in the event of there being any breach of any of the terms and conditions herein contained and on the part of the Purchaser to be paid, performed and observed and/or as regards determination of any right and/or hability and for remedying any breach of any of the terms and conditions herein contained and on the part of the Purchaser to be paid, performed and observed then and in that event all disputes and differences between the parties hereto, from the date of execution hereinabove, of this 'Deed of Conveyance', shall be referred to arbitration and the same will be deemed to be a reference within the meaning of the Arbitration and Conciliation Act 1996 or any other statutory modifications or enactment thereto for the time being in force. It is confirmed that such arbitration shall be at Kolkata, with English being the acceptable language of arbitration.

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LIST OF SCHEDULES

The FIRST SCHEDULE above referred to - 'The SAID PREMISES'

ALL THAT the piece or parcel of land containing as to develop and construct flats/units, on a total area of 21 Cottahs 06 Chittacks 15 Sq.ft., OR 36 satak (decimals) be the same or little more or less, lying and situated at Mouza: Ramchandrapur, J.L. No. 58, comprised within R.S. Dag Nos. 679, 680 and L.R. Dag Nos. 769, 770, 771, within L.R. Khatian No. 3863, and having Holding No 8085 Ramchandrapur (Pubali Garden), under PO: Narendrapur and PS: Narendrapur (previously Sonarpur), South 24 Parganas, Kolkata 700103, West Bengal within the jurisdiction limits of 1 no. Bonhooghly Gram Panchayat, District: South 24 Parganas, being butted and bound in the following manner;

On the NORTH side : 16 feet wide Road,

On the WEST side : 16 feet wide Road,

On the SOUTH side : Land of RS Dag No: 681,

On the EAST side : Land of RS Dag No: 690, 691.

The same is as shown and delineated in plan annexed hereto as Annexure-I.

The SECOND SCHEDULE above referred to - 'The Residential Portion'

ALL THAT the divided and demarcated eastern and remaining portion of the municipal holding 8085, Ramchandrapur (Pubali Garden) South 24 Parganas, Kolkata 700103, containing an area of 21 Cottahs 06 Chittacks 15 Sq.ft. or about 1431.16 Sq.Mtr. be the same a little, more or less, butted and bound in the manner as mentioned in the First Schedule.

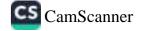
The THIRD SCHEDULE above referred to - 'The SAID FLAT'

and the Properties Appurtenant Thereto,

ALL THAT the Flat No on the Floor of the building, measuring Carpet Area Sq.ft.,
having Built-up Area of Sq.ft. and Super Built-Up Area: Sq.ft., be the same a little more or
less, comprising of a living/dining room with a balcony, one kitchen, bedrooms, two toilets
including proportionate share or interest in common areas in the new building, attributable to the
'Said Flat'/unit, at the building - SUNNIVA LEGACY (as delineated on the map or plan annexed hereto
being Annexure-II, shown in colour thereon), being a part of the Residential Portion, within the
Said Premises, described hereinabove, within the Second and First Schedule, respectively, TOGETHER
WITH the right to park one motor car at the designated space, being Covered/Open Car Parking No.
measuring about 135 Sq.ft. (inclusive of the proportionate share in the driveway), more or less,
at a portion within the said Residential Portion, (as delineated on the map or plan annexed hereto
being Annexure-I, shown in colour) thereon AND TOGETHER WITH the undivided proportionate
share or right in the General Common Elements, the Common Areas and Facilities attributable to the
'Said Flat' AND TOGETHER the undivided and impartible proportionate share in the land comprised
in the 'Said Premises' or the 'Residential Portion', attributable to the 'Said Flat', forming part of the
Developer's/Owner's Allocation.

The Flat No: ____ is bound by;

On the NORTH side : Flat No _ /Open to Sky/Lobby/Staircase,
On the EAST side : Flat No _ /Open to Sky/Lobby/Staircase,



On the SOUTH side: Flat No __/Open to Sky/Lobby/Staircase,
On the WEST side: Flat No __/Open to Sky/Lobby/Staircase,

The FOURTH SCHEDULE above referred to - 'Total CONSIDERATION Amount'

The Total Considera	ition amount of	Rs		paid,	by the Pur	chasers	to the	Vendors,
comprise of the follo	wing, against th	e sale and	transfer o	f within	mentioned,	Said Fla	t No.	and
Covered/Open Car	Parking space,	together v	with all it	s rights,	mentioned	in the	Third	Schedule
hereinabove.								

The Total Consideration amount paid, are as per details mentioned hereinbelow;

S1.	Amount (in Rs)	Chq/DD/NEFT/RTGS	Date	Bank & Branch
1				
2				
3				
4				
5				
6				
7				

Total : Rs.	
(Rupees	only

The FIFTH SCHEDULE above referred to -

The COMMON AREAS/FACILITIES and GENERAL COMMON ELEMENTS

- The entrance and exit gates of the Residential Portion.
- 2. The paths, passages, and driveways in the Residential Portion, other than those reserved by the Developer and/or the Vendors for their own use for any purpose and those meant or earmarked or intended to be reserved for parking of motor cars or other vehicles or marked by the Developer and/or the Vendors for exclusive use of any other purchasers/co-owner.
- 3. The entrance lobby on the ground floor;
- 4. The roof/terraces, parapet walls, rooms and spaces on the stair covers of the building;
- The staircases within the building along with their full and half landings with stair-covers on the ultimate roof.
- The multi-purpose utility (common) room on the ground floor.
- Security Room, Common Toilets, with its fittings & fixtures including electrical wiring switches
 and points, etc and fixtures, for use by security guards, durwans, drivers, maintenance staff, etc.
- Boundary walls of the Residential Portion including outer side of the walls of the building and main gates.
- Tube-well water pump, overhead tanks, underground water reservoirs, water pipes and all other common plumbing installations, etc.



- 10. Transformer/Main Line (if necessary and installed by the Developer), electrical wiring meters and fittings & fixtures for lighting the lobby, staircase, roof, driveways and other common areas and spaces required therefore (excluding those that are installed or designated/demarcated for a particular flat/unit).
- Windows/doors/grills and other fittings of the common area of the building.
- Generator/power backup system and its room, installations, allied accessories.
- Lifts and its installations and accessories and the spaces required therefore.
- The foundation, columns, beam support of the building within the Said Premises / the Residential Portion.
- 15. Drains, sewers, and pipelines from the building to the municipal duct or pit.
- Water sewerage and drainage connection pipes from the flats to drains and sewers, that common to the building.
- 17. Such other common parts, areas, equipment & installations, fixture & fittings, covered and open spaces, within or about the Residential Portion of the Said Premises and/or the building, at the said portion as are necessary for passage to or use and occupancy of the flats as are necessary.
- 18. General Common Elements shall mean and refers to the general installations and facilities in the Said Premises and expressed or intended by the Developer for use and enjoyment by the occupants of Residential Portion in common with each other, such as sewerage pipe and systems, tube-well, water pump-motor-installations (along with the room therefore) and water inlet point, transformer (if any), all water reservoirs, as mentioned hereafter, but shall not include any area installation or facility reserved exclusively for the Residential Portion.

It is clarified that the Common Areas & Facilities and the General Common Elements, SHALL NOT INCLUDE the parking spaces, other open/covered spaces which the Developer and/or the Vendors, may use for themselves or permit to be used for the purpose of parking cars, two wheelers, other vehicles, and/or for other purposes, and the Developer/Vendors shall in their absolute respective rights to deal therewith and/or transfer the same without any objection or interference from the Purchaser or any person claiming through her, to which the Purchaser hereby consents.

The SIXTH SCHEDULE above referred to - 'Easements & Quasi-Easements'

The under mentioned rights easements and quasi easements privileges and appurtenances shall be reserved for the Developer and/or Association of the Co-Purchasers in the new building;

- The right in common with the Purchaser and/or other person or persons entitled to the other part
 or parts of the new building as aforesaid for the ownership and use of common part or parts of the
 new building including its installations staircases open spaces in ground floor covered paces
 electrical installations and other passages.
- 2. The right of passage in common with the purchaser and other person or persons as aforesaid of electricity water and soil from and to any part (other than the said flat/unit) or the other part or parts of the new building through pipes, drains, wires, conduits lying or being under through or over the said flat/unit so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the new building for all purposes whatsoever.



- 3. The right of protection for other portion or portions of the new building by all parts of the said flat/unit as far as they now protect the same or as may otherwise become vested in the Purchaser by means of structural alterations to the said flat/unit or otherwise in any manner to lessen or diminish the support at present enjoyed by other part of the new building.
- 4. The right by the Developer and/or the Vendors and/or occupier or occupiers of other part or parts of the new building for the purpose of ingress and egress to and from such other part or parts of the new building, the front entrances staircases, electrical installation open and covered space and other common passages or paths of the new building.
- 5. The right of the Developer/Vendors/Association or its authorised agents with or without workmen and necessary materials to enter from time to time upon the said flat/unit for the purpose of repairing so far as may be necessary such pipes, drains wires and conduct underground/ overhead reservoir, fire-fighting equipment as aforesaid PROVIDED ALWAYS the Developer and other person or persons shall give to the purchaser twenty four hours prior notice in writing of their intention of such entry as aforesaid.

The SEVENTH SCHEDULE above referred to -

'Easements or Quasi-Easements and provisions of the Purchasers, for beneficial use of the Said Flat and the Properties Appurtenant Thereto'

- The Purchaser shall be entitled to all rights privileges vertical and lateral supports easements, quasi easements and appurtenances whatsoever belonging to or in any way appertaining to said flat/unit or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING unto the Developer and/or the Vendors the rights easements, quasi-easements privileges and appurtenances hereinbefore, more particularly set forth in the Seventh Schedule hereto.
- 2. The right of access and passage in common with the Developer and/or the co-owners/purchasers and occupiers of the building, at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, tube-well, lifts and electrical installations and all other common areas installations and facilities in the new building and the Said Premises.
- 3. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the said flat/unit with or without vehicles over and along the drive-ways and pathways only of the building comprised in the Residential Portion of the Said Premises PROVIDED ALWAYS and it is hereby declared that nothing contained herein shall permit the Purchaser or any person deriving title under the Purchaser or the servants, agents, employees, guests and invitees of the Purchaser, to obstruct in anyway by vehicles, deposit of materials, rubbish or otherwise, the free passage of or other person or persons including the Developers/Vendors/Association/Co-Purchasers, along such drive way and pathways as aforesaid.
- The right of support shelter and protection of the said flat/unit by or from all parts of the New Building so far, they now support shelter or protect the same.
- The right of passage in common as aforesaid electricity, water and soil from and to, the said flat/unit through pipes, drains, wires and conduits lying or being in under through or over, the



- new building and the Said Premises, so far as may be reasonably necessary for the beneficial occupation of the said flat/unit and for all purposes whatsoever.
- 6. The right with or without workmen and necessary materials for the Purchaser to enter from time to time upon the other parts of the new building for the purpose of repairing so far as may be necessary the pipes, drain, wires and conduits, aforesaid and for the purpose of rebuilding, repairing repainting or cleaning any parts of the said flat/unit in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving 24 (twenty-four) hours' previous notice in writing of its intention so to enter to the Vendors and occupiers of the other units and portions of the building.

The EIGHTH SCHEDULE above referred to - 'Restrictions & House Rules'

As from the date of possession of the said flat/unit, the Purchaser agrees and covenants;

- To co-operate with the other Purchasers/Owners and in the management and maintenance of the said new building. And to always maintain peace and harmony.
- To observe the rules framed from time to time, by the Developers and the Association. For the Association, the decisions & matters of the common purpose to be resolved either unanimously, if not by majority of votes by the Owners/Purchasers, where every flat/unit shall have one equal vote.
- 3. The Purchaser shall use the Said Flat/unit or permit the same or use for the purpose, to be used for residential purposes and for no other purposes whatsoever, which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Vendors and occupiers of the neighbouring premises.
- To allow the Developer and/or the Association with or without workmen to enter into the said flat/unit for the purpose of maintenance and repairs.
- 5. To pay and bear the common expenses and other outgoings and expenses since the date of possession and the rates and taxes for the said flat/unit and proportionately for the new building/Said Premises and/or common parts/areas and wholly for said flat/unit and/or to make deposits on account thereof in the manner mentioned hereunder to the Association. Such amount shall be deemed to be due and payable on and from the date of possession whether physical possession of the said flat/unit has been taken or not by the Purchaser. The said amounts shall be paid by the Purchaser without raising any objection thereto regularly and punctually within 7 days to the Developer and, upon taking over management by the Association, to such Association,
- 6. To deposit the amounts reasonably required with the Developer and, upon taking over management by the Association, to such Association towards the liability for rates and taxes and other outgoings as defined in the Sale Agreement.
- To pay charges for electricity in or relating to the said flat/unit wholly and proportionately relating to the common parts.
- To carry out proper pest control treatment, in the Said Flat at their own cost, so as not to cause
 any harm in the building (including the common portions or another flat/area)
- To ensure that there is no leakage or seepage of water from any of the taps and/or bathrooms fittings which may cause inconvenience to any owner/ occupier of another flat in the building and in the event of any leakage or seepage of water to forthwith carry out repairs at their cost.



- 10. To remain fully responsible for any pets which may be kept by the Said Flat/ unit owners and to ensure that the same are kept on leash.
- Not to subdivide the Said Flat/unit and/or the Parking space, or any portion thereof, other than
 as allotted.
- 12. Not to do anything or prevent the Developer and/or the Vendors from making further or additional constructions and notwithstanding any temporary disruption in the Purchaser's enjoyment of the said flat/unit.
- 13. Not to do anything which has the effect of affecting the structural stability of the new building, and at all times maintain/remain responsible for the same.
- 14. Not to throw dirt, rubbish or other refuses or permit the same to be thrown or accumulated in the said Flat or in the compound or any portion of the said new building.
- 15. Not to store or bring and allow to be stored in the said flat/unit any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc. in any manner.
- 16. 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 constructions of the building or any part thereof.
- 17. Not to install any grills, shades, awnings, guards, ventilators (in any part of the said flat), other than the design and in places, as approved by the Developer. The Grills for air-conditioner units for the flats may be put, only at places designated by the Developer. The Purchaser shall not change such placements or do anything which alters the elevation of the building.
- 18. Not to fix or install air-conditioners in the said flat/unit save and except at the places which have been specified in the said flat/unit for such installation.
- 19 Not to install any sign, notice or advertisement, which is inscribed or exposed on or at a window or other part of the building, except such as approved by the Developer, nor shall anything be projected out of any window of the building, without similar approval.
- Not to do or cause anything to be done in or around the said flat/unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said flat/unit or adjacent to the said flat/unit or any open passages or amenities available or in any manner interfere with the use and rights and enjoyment thereof for common use.
- 21 Not to damage or demolish or cause to be damaged or demolished the said flat/unit or any part thereof or the fittings and fixtures affixed thereto.
- 22 Not to close or permit the closing of balconies or verandahs or lounges 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 balconies, verandahs, or any external walls or the fences of external doors and windows (including grills) of the Said Flat and the Properties Appurtenant Thereto, which in the opinion of the Developer differs from the colour scheme of the building or may affect the elevation in respect of the exterior walls of the building. More specifically, for the said flat, the Purchasers shall not put grills for windows or balcony on the exterior (outer) side. All such installations to be done, only from the interior (inner) side of the said flat.
- 23 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 or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.



- 24. Not to make in the said flat/unit any structural addition and/or alterations such as beams, columns, partition walls, etc or improvements of permanent nature except with the prior approval in writing of the Developer and with the sanction of the relevant concerned authority/Municipality/Panchayat/Zilla Parishad, as and when required.
- 25. Not to fix or install any type of antenna, on the roof or terrace or window or walls of the said building, other than at the designated places as decided by the Developer.
- 26. Not to slaughter or permit to be slaughtered, any living animals within the said flat or the building, on any religious occasion, nor do any act deed or thing which may hurt the sentiments of other owners/occupiers of the new building.
- 27. Not use the said flat/unit or permit the same for usage for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, amusement, or Entertainment Centre, Eating or Catering Place, Dispensary, or a Meeting Place or for industrial activities whatsoever.
- 28. Not to keep in the parking place anything other than private motor car or motor cycle and shall not raise or put up any kutcha or pucca constructions, grills wall or enclosure thereon or part thereof and shall keep it always open as allotted. Also, not to permit any person to reside in the car parking space, in any manner whatsoever.
- 29. Not to use or permit to be used the allocated car parking space for any other purpose whatsoever other than parking of its own car/cars.
- 30. Not to park car on the pathway or open spaces of the new building or at any other place except at the space allotted, and shall use the pathways as would be decided by the Developer.
- 31. The access to the ultimate roof (in common with others) shall be permissible BUT not to use the common areas and installations including the roof of the said building for holding any cultural/social/functional program or for resting of any staff etc, or for any objectionable/undesirable usage and purposes, which may cause nuisance and annoyance or obscenity.
- 32. To abide by such building rules and regulations as may be made applicable by the Developer and, after taking over management by the Association to comply with and/or adhere to the building rules and regulations of such Association.
- 33. The Purchaser shall pay regularly and punctually within 7th day of every month, in advance and month by month the common expenses is described in the Ninth Schedule hereunder written at such rate as may be decided, determined, and apportioned by the Developer to be payable from the date of possession to the Developer and upon transfer of management of the building to the Association such payments are required to be made to such Association without any abatement or demand.
- 34. The proportionate rate payable by the Purchaser for the common expenses shall be decided by the Developer from time to time and the Purchaser shall be liable to pay all such expenses wholly if it relates to the Purchaser's flat only and proportionately for the building/Said Premises, as a whole. The statement of account of the apportionment of the charges as prepared by the Developer shall be conclusive and final. The Purchaser shall not be entitled to dispute or question the same. In the event of the transfer of the management and administration of the said building to the Association, the employees of the Developer such as watchmen, security staff, liftmen, etc. shall be employed and/or absorbed in the employment of such Association with continuity of service and on the same



- terms and conditions of employment with the Developer and the Purchaser shall not be entitled to raise any objection thereto and hereby consents to the same.
- 35. To pay to Association such amounts for a specific purpose as may be demanded by an authority.
- 36 So long as each flat in the Said Premises shall not be separately mutated and assessed the Purchaser shall pay the proportionate share of all rates and taxes assessed on the whole premises, such proportion is to be determined by the Developer, on the basis of the area of the said flat in the new building.
- 37. If the Purchaser falls to pay the aforesaid expenses or part thereof within time as aforesaid, the Purchaser shall be liable to pay interest at the rate of 2% per month and further that such amount remains unpaid for sixty days, the Developer or the Association shall be at liberty to disconnect and/or suspend all common services attached to the Purchaser's flat such as water supply, use of lifts, etc. till such dues with interest are paid and shall also be liable to pay the common expenses for such suspension period as well as reconnection charges.
- 38. The Developer reserves the right to allow and grant, exclusive and perpetual usage rights, of a designated space, without the transfer of ownership thereof, which is not a part of any exclusive area allotted specifically to another allottee and the Purchaser/Allottee hereby consents to the same, unequivocally.
- 39 The right of the Purchaser shall remain restricted to the Said Flat and the Properties Appurtenant thereto.
- 40. The Purchaser shall not have any right or claim in respect of the other portions of the said building or the Said Premises.
- 41. The right of the Purchaser shall remain restricted to the Said Flat and the Properties Appurtenant Thereto, and in no event the Purchaser shall have any right over and in respect of the various parts and portions of the said new building and/or the other building including the open spaces IT BEING EXPRESSLY AGREED BY AND BETWEEN THE PARTIES HERETO that the Developer and/or Vendors will have the exclusive and perpetual right to use the said open spaces in the said Residential Portion and the new building in perpetuity and shall be entitled to use the said open spaces and/or terrace for the purpose of display of hoardings either by neon signs or otherwise and shall be entitled to put up satellite installations and other installations and the Purchaser hereby consents to the same and agrees not to raise any objection whatsoever or howsoever.

The NINTH SCHEDULE above referred to - 'Common Expenses'

- 1. All costs of maintenance, operation, repairs, replacement, servicing, cleaning, white-washing & painting, including reconstruction, decorating or redecorating of all any common areas parts, it fixtures and fittings, electrical wiring and equipment, within under or upon the building for enjoyment, used in common by the occupiers of the building and all such parts of the property as are usually or ought to be.
- 2. The salaries, wages, remuneration, and other expenses, incurred or payable to any person employed for common purposes including security men, electrician, and maintenance personal for utility room, seating areas & lounges, common paths, driveways, plumber, administrative staff, accountant, clerks, gardeners, sweepers, liftmen etc. and also paying for such workers as may be necessary in connection with the upkeep of the property.



- 3. Maintaining and operating the Lift & its installations.
- Expenses for cleaning, repairing, or replacing any gadgets, equipment, plants, machinery, generator etc. installed in the new building at the Residential Portion of the Said Premises.
- Insurance premium paid to insurance company for insuring the new building, plants machinery, equipment, lifts etc., against any risk from time to time.
- Expenses for supply of common utilities like electricity and water charges payable to any concerned authorities and payment of all charges incidental thereto.
- Payment of all rates, taxes, charges, and outgoings whatsoever (whether central, state, or local)
 assessed charged or imposed upon or payable in respect of the building or any part thereof, save
 those that would be separately assessed and or incurred in respect of any flat.
- 8. All costs and expenses incurred for abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not, attributable/the liability of any individual flat and/or its occupier.
- 9. Operational and maintenance costs of CC TV systems and its installations.
- 10. Generally managing and administering, the development and protecting the amenities in the building and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the flats.
- 11. Employing qualified accountants for the purpose of maintaining and/or auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
- 12. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders ad bye laws made thereunder relating to the building, excepting those which are the responsibility of the Vendors or the occupiers of any flats.
- The purchase, provision, maintenance, renewal, insurance, etc of equipment or any service as the Developer/Association, may from time to time consider necessary or reasonable to provide.
- 14 Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
- 15. Maintenance fund, Sinking fund and other contributions, etc.
- 16. To provide a reserve fund for items of expenditure referred to in this Schedule to be or expected to be incurred at any time, as shall be estimated by the Association (whose decision shall be final).
- All such other expenses and outgoings as are deemed necessary or essential by the Developer and/or the Association.

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ment
natures on the day, month and year,
Signature of the FIRST Party,
Signature of the OTHER Party,

