

CONVEYANCE

1. Date: _____
2. Place: Kolkata
3. Parties:

- 3.1 **Eden Realty Ventures Private Limited (ERVPL) [PAN AAACL9697H]**, a company governed by the Companies Act, 2013, having its registered office at Municipal Premises No. 7, Jawahar Lal Nehru Road, Kolkata-700013, Post Office Dharamtalla, Police Station New Market, District Kolkata, West Bengal
- 3.2 **Shivshakti Vincom Private Limited [PAN AALCS3744F]**, a company governed by the Companies Act, 2013, having its registered office at 1A, Raja Subodh Mullick Square, 4th Floor, Kolkata-700013, Post Office Dharamtalla, Police Station New Market, District Kolkata, West Bengal
- 3.3 **Saral Construction Advisory Private Limited [PAN AAPCS8569L]**, a company governed by the Companies Act, 2013, having its registered office at 24, Hemanta Basu Sarani, Mangalam-A, 3rd Floor Room No. 309, Kolkata-700001, Post Office GPO, Police Station- Hare Street, District Kolkata, West Bengal
- 3.4 **Bhagwati Vinimay Private Limited [PAN AADCB2854M]**, a company governed the Companies Act, 2013, having its registered office at Godrej Genesis, Plot No-XI, Block-EP & GP, Unit No-1603, 16th Floor, Sector-V, Salt Lake City, Kolkata-700091, Post Office Saltlake, Bidhan Nagar CK Market, Police Station Electronic Complex, District North 24 Parganas, West Bengal
- 3.5 **Century Commosale Private Limited [PAN AA ECC6690H]**, a Company governed by The Companies Act, 2013, having its registered office at 24, hemanta basu sarani, mangalam-A, 3rd floor room no. 309, Kolkata, P.S.Hare Street, P.OGPO Kolkata- 700001
- 3.6 **Sudama Commodeal Private Limited [PAN AAQCS1698M]**, a Company governed by The Companies Act, 2013, having its registered office at Maruti Building, Flat No. 5E, 12 Dr. U.N. Brahmachari Street, Kolkata - 700017, Post Office Park Street, Police Station Park Street

- 3.7 **Vishwakarma Marcom Private Limited [PAN AADCV7425J]**, a Company governed by The Companies Act, 2013, having its registered office at Maruti Building, Flat No. 5E, 12 Dr. U.N. Brahmachari Street, Kolkata - 700017, Post Office Park Street, Police Station Park Street
- 3.8 **Sunidhi Realty Private Limited [PAN AAPCS4837F]**, a Company governed by The Companies Act, 2013, having its registered office at Godrej Genesis, Plot No-XI, Block-EP & GP, Unit No-1603, 16th Floor, Sector-V, Salt Lake City, P.S-Electronic Complex, P.O.-Saltlake, Bidhan Nagar CK Market, North 24 Parganas, Saltlake, West Bengal- 700091
- 3.9 **Jansampark Vintrade Private Limited [PAN AAC CJ5997L]**, a Company governed by The Companies Act, 2013, having its registered office at 4A, Pollock Street, Swaika Centre, 1st Floor, Room No. 108, Radha Bazar, Kolkata, Kolkata, West Bengal, India, 700001
- 3.10 **Sai Dealmark Private Limited [PAN AAOCS9489C]**, a Company governed by The Companies Act, 2013, having its registered office at Godrej Genesis, Plot No-XI, Block-EP & GP, Unit No-1603, 16th Floor, Sector-V, Salt Lake City, P.S-Electronic Complex, P.O.-Saltlake, Bidhan Nagar CK Market, North 24 Parganas, Saltlake, West Bengal- 700091
- 3.11 **Trance Dealcom Private Limited [PAN AADCT8586G]**, a Company governed by The Companies Act, 2013, having its registered office at 1A, Raja Subodh Mullick Square, 4th Floor, Kolkata - 700013, Post Office Dharamtala, Police Station New Market.
- 3.12 **Trance Tradelink Private Limited [PAN AADCT8585F]**, a Company governed by The Companies Act, 2013, having its registered office at 1A, Raja Subodh Mullick Square, 4th Floor, Kolkata - 700013, Post Office Dharamtala, Police Station New Market.
- 3.13 **Supersoft Vincom Private Limited [PAN AAQCS1710A]**, a Company governed by The Companies Act, 2013, having its

registered office at Maruti Building, Flat No. 5E, 12 Dr. U.N. Brahmachari Street, Kolkata - 700017, Post Office Park Street, Police Station Park Street.

- 3.14 **Sunidhi Complex Private Limited [PAN AAPCS0193Q]**, a Company governed by The Companies Act, 2013, having its registered office at Godrej Genesis, Plot No-XI, Block-EP & GP, Unit No-1603, 16th Floor, Sector-V, Salt Lake City, P.S-Electronic Complex, P.O.-Saltlake, Bidhan Nagar CK Market, North 24 Parganas, Saltlake, West Bengal- 700091.
- 3.15 **Utsav Developers Private Limited [PAN AAACU8575D]**, a Company governed by the Companies Act, 2013, having its registered office at Ideal Plaza, North Block, N 410, 11/1, Sarat Bose Road, Kolkata - 700020, Police Station - Bhawanipore, Post Office - Elgin Road,
- 3.16 **Edencity Properties Private Limited [PAN AACCE0989R]**, a Company governed by the Companies Act, 2013, having its registered office at Ideal Plaza, North Block, N 410, 11/1, Sarat Bose Road, Kolkata - 700020, Police Station - Bhawanipore, Post Office - Elgin Road,
- 3.17 **Vivek Bulb Industries Private Limited [PAN AABCV2809E]**, a Company governed by the Companies Act, 2013, having its registered office at Municipal Premises No. 54, Canal Circular Road, Kolkata - 700054, Police Station - Phoolbagan, Post Office - Kankurgachi,
- 3.18 **Mechano International Private Limited [PAN AACCM1530G]**, a Company governed by the Companies Act, 2013, having its registered office at Municipal Premises No. 54, Canal Circular Road, Kolkata - 700054, Police Station - Phoolbagan, Post Office - Kankurgachi,
- 3.19 **Sunidhi Estates Private Limited [PAN AAMCS0537R]**, a Company governed by The Companies Act, 2013, having its registered office at Godrej Genesis, Plot No-XI, Block-EP & GP, Unit No-1603, 16th Floor, Sector-V, Salt Lake City, P.S-Electronic Complex, P.O.-Saltlake, Bidhan Nagar CK Market,

North 24 Parganas, Saltlake, West Bengal- 700091, represented by its Director Shri Varun Goenka, son of Shri Ashok Kumar Goenka, by faith Hindu, by nationality Indian, by occupation Business residing at 120 Bangur Avenue, Block-C, Post Office Bangur Avenue, Police Station Lake Town, Kolkata -700055,

All represented by constituted attorney M/s Sunidhi Estates Private Limited (SEPL) [PAN AAMCS0537R] a Company governed by The Companies Act, 2013 having its registered office at Godrej Genesis, Plot No-XI, Block-EP & GP, Unit No-1603, 16th Floor, Sector-V, Salt Lake City, P.S-Electronic Complex, P.O.-Saltlake, Bidhan Nagar CK Market, North 24 Parganas, Saltlake, Kolkata- 700091 being represented by its Director **SHRI VARUN GOENKA**, S/o Shri Ashok Kumar Goenka, aged about 41 years, by Faith Hindu, Nationality- Indian, occupation- Business, residing at 120, Bangur Avenue, Block - C, Kolkata - 700055, Post Office Bangur Avenue, Police Station Lake Town (PAN AIRPG0413G) (AADHAR 443402342250)

(collectively **Owners/Confirming Parties**, includes successors-in-interest)

AND

3.20 **Sunidhi Estates Private Limited [PAN AAMCS0537R]**, a Company governed by The Companies Act, 2013, having its registered office at Godrej Genesis, Plot No-XI, Block-EP & GP, Unit No-1603, 16th Floor, Sector-V, Salt Lake City, P.S-Electronic Complex, P.O.-Saltlake, Bidhan Nagar CK , North 24 Parganas, Saltlake, Kolkata- 700091 , represented by its Director **SHRI VARUN GOENKA [PAN AIRPG0413G / AADHAR 443402342250]**, S/o Shri Ashok Kumar Goenka, aged about 41 years, by Faith Hindu, Nationality- Indian, occupation- Business, residing at 120, Bangur Avenue, Block -

C, Kolkata - 700055, Post Office Bangur Avenue, Police Station Lake Town.

(Vendor/Developer, includes successors-in-interest)

AND

3.21 _____ [PAN _____ / Aadhar Card No. _____], _____ of _____, by faith _____, by nationality _____, by occupation _____, residing at _____, Pin _____, Post Office _____, Police Station _____, District _____, _____

(Buyer, include/s his/her heirs, executors, administrators, successors-in- interest and permitted assigns)

Owners, Vendor/Developer, and Buyer are hereinafter individually referred to as such or as **Party** and collectively as **Parties**.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance

4.1 **Said Apartment:** Residential Apartment No. _____, on the _____ floor, having carpet area of _____ square feet, more or less, along with the balcony area having carpet area admeasuring _____ (____) square feet, more or less, along with exclusive open terrace area (without construction right) having carpet area admeasuring _____ (____) square feet, more or less, aggregating to super built up area admeasuring _____ (____) square feet, more or less, described in **Part I** of the **3rd Schedule** below and delineated on the **Plan** annexed hereto and bordered in color **Red** thereon (**Said Apartment**), constructed as a High-rise complex building comprised of 2 (two) residential towers

/buildings in a phase (Phase-II) and named as “**Z Residences**” (**Phase II Real Estate Project**), lying and situate at land measuring 10 (ten) *Bigha*, 15(fifteen) *Cottah*, 9 (nine) *Chittak*, 11 (eleven) sq. ft., more or less, comprised in Municipal Premises No. 47, Canal Circular Road (previously 53A, 53B, 54A, 67/1C and 67) Canal Circular Road, Police Station Phoolbagan, Post Office Kankurgachi, Kolkata-700054 now amalgamated and renumbered, being the part of Larger Premises being Premises No. 47 Canal Circular Road, within the limits of the Kolkata Municipal Corporation (**KMC**), Sub-Registration District Sealdah, District South 24 Parganas and described in **Part II** of the 2nd **Schedule** below (**Second Phase Land**).

- 4.3 **Said Parking Space:** The right to park in the parking space/s described in **Part II** of the 3rd **Schedule** below (**Said Parking Space**), if any.
- 4.4 **Share In Common Areas:** Undivided, impartible, proportionate and variable share in the common areas of the Real Estate Project (**Share In Common Areas**), the said common areas of the Real Estate Project being described in **Part I and Part II** of 4th **Schedule** below (**Common Areas**). It is clarified that (1) the Vendor/Developer shall have the perpetual and absolute right to modify the Common Areas and (2) the Common Areas shall be available in common to all the Allottees of the Apartments in the Second Phase Land (collectively **Complex Co-Owners**).
- 4.5 **Said Apartment And Appurtenances:** The subject matter of this Conveyance are 4.1, 4.2, 4.3 and 4.4 above, being the Said Apartment, Said Parking Space and the Share In Common Areas, respectively which are collectively described in **Part III** of the 3rd **Schedule** below (collectively **Said Apartment And Appurtenances**) which shall not in any manner create any implied right over the Villa/Bungalow zone mentioned in the Sanctioned Plans..

5. Background

- 5.1 **Absolute Ownership:** The Owners have represented to the Buyers that by virtue of the events and in the circumstances mentioned in the **8th Schedule** below (**Devolution Of Title**), the Owners and Developer are the joint owners of the Larger Property morefully described under the **First Schedule**, free from all encumbrances.
- 5.2 **Development Agreement of First Phase Land:** The Owner Nos. 3.1 to 3.15 appointed Sunidhi Estates Private Limited, being the Owner No. 3.19 as the Developer for carrying out Development Programme upon the First Phase Land, on the terms and conditions recorded in the registered Development Agreement dated 14th March, 2013, registered in the Office of the District Sub Registrar III, Alipore in Book No. I, Volume No. 7, Page from 2921 to 2944, being Deed No. 03157, for the year 2013 (**First Development Agreement**).
- 5.3 **Development Agreement of Second Phase Land:** The Owner Nos. 3.15 to 3.18 appointed Sunidhi Estates Private Limited, being the Owner No. 3.19 as the Developer for carrying out Development Programme upon the **Second Phase Land** (defined in **Part II** of the **2nd Schedule** below) with the consent/confirmation of the Owner Nos. 3.1 to 3.14, on the terms and conditions recorded in the registered (1) Development Agreement dated 1st June, 2022, made between the Owners therein and the Vendor/Developer, registered in the Office of the District Sub Registrar II, Alipore, South 24 Parganas in Book No. I, Volume No. 1602-2022, Pages from 268356 to 268440, being Deed No. 07169 for the year 2022 and (2) Supplementary Development Agreement dated 9th February, 2023, registered at the Office of the District Sub-Registrar III, Alipore, South 24 Parganas, in Book No. I, Volume No. 1603-2023, Pages from 83121 to 83179, being Deed No. 2714 for the year 2023 (collectively **Second Development Agreement**).

- 5.4 First Phase Land of the Larger Property:** - The First Phase Land is comprised of land measuring 7 (seven) *bigah* 3 (three) *cottah*, 11 (eleven) *chittak*, 22 (twenty-two) square feet, more or less, comprised in Municipal Premises No. 47 (previously 51A, 53, 80 and 47), Canal Circular Road, Police Station Phoolbagan, Kolkata - 700054, within KMC, Sub-Registration District Sealdah, District South 24 Parganas delineated in the Plan annexed hereto and marked as Annexure “1” and bordered in colour Red thereon.
- 5.5 Phase I - Real Estate Project:** The First Phase Land has been earmarked within the Larger Property for the purpose of building a G+33 storied building comprised in Phase I - Real Estate Project. Phase-I is registered as a ‘real estate project’ with the West Bengal Housing Industry Regulatory Authority now West Bengal Real Estate Regulatory Authority (“Authority”), under the provisions of the Act, Rules and Regulations and other rules, regulations, circulars and rulings issued thereunder from time to time, having registration No. HIRA/P/KOL/2018/000268.
- 5.6 Sanction of Plans of First Phase Land:** The Vendor/Developer has obtained a building plan being no. 2017030061 dated 15th December, 2017 (First Sanctioned Plan) further extended on _____ duly sanctioned by the KMC for construction of Phase I - Real Estate Project.
- 5.7 Commencement and Completion of the Phase I - Real Estate Project:** The KMC had granted the commencement certificate to develop Phase I - Real Estate Project *vide* approval dated 15.02.2018 and the Completion Certificate No. _____ was issued on _____.
- 5.8 Allocation Agreement For Phase- I:** Pursuant to the First Development Agreement and the Sanctioned Plan, an MOU dated 16th September, 2010 was entered and executed by and

between the Owners therein with the Vendor/Developer herein for the terms and conditions mentioned thereat and in furtherance an Allocation Agreement dated 9th February, 2018, had been executed between Owner No. 3.1 to 3.16 and the Developer, being Owner No. 3.19, for granting allocation as per the terms and condition mentioned therein (**Allocation Agreement For Phase-I**).

5.9 **Phase II - Real Estate Project:** The Second Phase Land has been earmarked within the Larger Property for the purpose of building 2 (two) residential towers, car parking spaces and several villas/bungalows comprised in Phase II - Real Estate Project. Phase-II is registered as a ‘real estate project’ with the West Bengal Real Estate Regulatory Authority (“Authority”), under the provisions of the Act, Rules and Regulations and other rules, regulations, circulars and rulings issued thereunder from time to time, having registration No. _____.

5.10 **Commencement of the Phase- II Real Estate Project:** The KMC had granted the commencement certificate to develop Phase II - Real Estate Project *vide* approval dated. _____

5.11 **Sanctioned Plan of Second Phase Land:** The Vendor/Developer has obtained a building plan being no. _____ dated _____ (Second Sanctioned Plan) duly sanctioned by the KMC for construction of the Second Phase Land, which shall include all further sanctioned extensions, modifications, integrations, revalidations and revisions made thereto, if any, from time to time by the KMC and other authorities.

5.12 **Allocation Agreement for Phase- II:** Pursuant to the Second Development Agreement and the Sanctioned Plan, an Allocation Agreement dated _____, had been executed between Owner No. _____ to _____ and the Developer, being Owner No. 3.19, for granting allocation as

per the terms and condition mentioned therein (**Allocation Agreement For Phase-II**)

- 5.13 **Said Agreement:** The Parties entered into an agreement for sale dated _____, registered at the Office of _____, in Book No. I, C.D. Volume No. _____, Pages from _____ to _____, being Deed No. _____ for the year _____ (**Said Agreement**) made between the Original Owner (being the Owner No. ___) of the Said Flat And Appurtenances in the terms of the Allocation Agreement and the Buyer herein for sale of the Said Apartment And Appurtenances, on the terms and conditions contained therein.
- 5.14 **Conveyance to Buyer:** In furtherance of the above, the Vendor/Developer is completing the Conveyance of the Said Apartment And Appurtenances in favour of the Buyer, by these presents, on the terms and conditions contained herein.
- 5.15 **Acceptance of Conditions:** The Buyer confirms that the Buyer has accepted and agreed that the following shall be the conditions to this Conveyance:
- 5.16 **Understanding of Scheme by Buyer:** The Parties have agreed to the following understanding being an integral part of this Conveyance:
- (i) **Phase II - Real Estate Project:** The Second Phase Land has been earmarked within the Larger Property for the purpose of building 2 (two) residential towers and several villas/bungalows comprised in Phase II- Real Estate Project which includes the subject matter of this Conveyance being the Said Apartment And Appurtenances.
 - (ii) **Scheme of Development:** The Larger Property consists of a residential project comprising of multi-storeyed apartment buildings, Villas/Bungalows and car parking spaces. The development of the Larger Property *inter alia* is comprised of (1) Phase I - Real Estate Project being a G+33 storied building

upon the First Phase Land and (2) Phase II - Real Estate Project being 2 (two) residential towers and several villas/bungalows, developed and/or constructed on the Second Phase Land. The development of and selling of Phase I - Real Estate Project and Phase II - Real Estate Project (**Real Estate Project**) shall be carried out by the Developer in terms of the Development Agreements as per aforementioned clauses 5.2 and 5.3.

- (iii) **Common Areas & Common Amenities:** The Common Areas and the Common Amenities in Phase II - Real Estate Project shall be usable by the Buyer of Phase II as listed in Part I & Part II of the 4th and 5th **Schedule** hereunder written. However, it is clarified that the The Real Estate Project i.e. Phase I and Phase II, the Buyers of Phase I and other Buyer(s) of Phase II shall use and enjoy the common areas of the Real Estate Project as provided by the Developer.
- (iv) **No Objection by Buyer:**
 - (a) The Developer shall be entitled to utilize the Maximum FAR (Floor Area Ratio) or any part thereof, subject to the necessary permission/sanction being granted by the KMC and all other concerned authorities, and construct additional buildings/structures on any part of the remaining portion of the Larger Property upon the Second Phase Land.
 - (b) For the purpose aforesaid, the Developer will be entitled from time to time to vary, amend and/or alter the building plans in respect of the both Phase I - Real Estate Project and Phase II - Real Estate Project without however, adversely affecting the Said Apartment agreed to be sold hereunder, and to carry out construction work accordingly.
 - (c) The Buyer hereby irrevocably agrees and give his/her/their/its express consent to the Developer for carrying out amendments, alternations, modifications, and/or variations in the building plans of both Phase I - Real Estate Project and the Phase II - Real Estate Project for the aforesaid purpose and to put up

construction accordingly, so long as the total area of the Said Apartment and the specifications, amenities, fixtures and fittings thereof are not reduced.

- (d) This consent shall be considered to be the Buyer's consent contemplated under the relevant provisions of the Act, Rules and Regulations (b)
- (e) the Buyer shall not raise any objection or cause any hindrance in the said development/construction by the Developer whether on the grounds of noise or air pollution, inconvenience, annoyance or otherwise or on the ground that light and air and/or ventilation to the Said Apartment or any other part of the Larger Property being affected by such construction
- (f) the Buyer hereby agrees to give all facilities and co-operation as the Vendor/Developer may require from time to time, both prior to and after taking possession of the Said Apartment, so as to enable the Developer to complete the development smoothly and in the manner determined by the Developer.
- (g) It is expressly agreed by the Parties that the Developer will be entitled to sell and transfer on ownership basis or otherwise and for its own benefit the additional apartments/structures that may be constructed by the Developer as aforesaid.
- (h) The Buyer confirms that the Buyer has signed a letter dated _____, u/s 14 of the West Bengal Real Estate Regulatory Authority Act, 2023 for the purpose of this No Objection.
- (i) The Buyer confirms that the Buyer has taken written approval of the Developer for finalisation/change in the lay out plan of the Said Apartment without disturbing the structural aspect of the Said Apartment.

5.17 Satisfaction of Buyer: The undertaking of the Buyer to the Developer that the Buyer is acquainted with, fully aware of and is thoroughly satisfied about the title of the Parties, right and entitlement of the Developer in the Larger Property, the

sanctioned plans, all background papers, the right of the Owners and the Developer to grant this Conveyance, the scheme of development described under clause 5.11.1(ii) and the extent of the rights being granted in favour of the Buyer and the negative covenants mentioned herein this Conveyance and the Buyer hereby accepts the same and shall not raise any objection with regard thereto.

5.18 Rights Confined to Said Apartment And Appurtenances: The undertaking of the Buyer to the Developer and the Owners that the right, title and interest of the Buyer is confined only to the Said Apartment And Appurtenances and the Developer is entitled to deal with and dispose off all other Areas of the Real Estate Project to third parties at the sole discretion of the Developer, which the Buyer hereby accepts and to which the Buyer, under no circumstances, shall be entitled to raise any objection.

6 Transfer

6.1 Hereby Made: The Vendor/Developer and the Owners hereby sell, convey and transfer to and unto the Buyer, absolutely and forever, free from all encumbrances of any and every nature whatsoever, the Said Apartment And Appurtenances, described in **Part III** of the **3rd Schedule** below, being:

6.2 Said Apartment: Said Apartment i.e. Residential Apartment No. _____, on the ____ floor, having carpet area of _____ square feet, more or less, along with the balcony area having carpet area admeasuring _____ (____) square feet, more or less, along with exclusive open terrace (without construction right) area having carpet area admeasuring _____ (____) square feet, more or less, corresponding to built-up area _____ (_____) square feet aggregating to super built up area admeasuring ____ (_____) square feet, more or less, described in **Part I** of the **3rd Schedule** below and delineated on the **Plan** annexed hereto and bordered in color **Red** thereon, constructed in the High-rise complex building comprised of G +

_____ (Ground + _____) floors and named as “**Z Residences**” (**Phase II Real Estate Project**), lying and situate at land measuring 10 (ten) *Bigha*, 15(fifteen) *Cottah*, 9 (nine) *Chittak*, 11 (eleven) sq. ft., more or less, comprised in Municipal Premises No. 53A, 53B, 54A, 67/1C and 67, Canal Circular Road, Police Station Phoolbagan, Kolkata - 700054 now amalgamated and renumbered, being the part of Larger Premises being Premises No. 47 Canal Circular Road, Police Station Phoolbagan, Post Office Kankurgachi within the limits of the KMC, Sub-Registration District Sealdah, District South 24 Parganas and described in **Part I** of the **2nd Schedule** below.

- 6.3 **Said Parking Space:** Said Parking Space i.e. the right to park in the parking space/s described in **Part II** of the **3rd Schedule** below, if any.
- 6.4 **Share In Common Areas:** Share In Common Areas i.e. undivided, impartible, proportionate and variable share in the common areas of the Real Estate Project, the said common areas of the Real Estate Project being described in **Part I** and **Part II** of the **4th Schedule** below.

7. Consideration and Payment

- 7.1 **Consideration:** The aforesaid conveyance of the Said Apartment And Appurtenances is being made by the Parties in consideration of a sum of Rs. _____/- (Rupees _____), further togetherwith GST and other extra charges, as per the terms of Agreement for Sale, paid in full by the Buyer to the Vendor/Developer, receipt of which the Vendor/Developer hereby and by the Memo and Receipt of Consideration by Vendor/Developer below, admits and acknowledges.

8. Terms of Transfer

- 8.1 **Title, Sanctioned Plans and Construction:** The Buyer has examined or caused to be examined the following and the Buyer is

fully satisfied about the same and shall not be entitled to and covenant not to raise any requisition, query, clarification or objection regarding the same and also further waive the right, if any, to do so:

- i. The right, title, interest and authority of the Owners and the Vendor/Developer in respect of the Second Phase Land, and the Said Apartment And Appurtenances;
- ii. The sanctioned plans sanctioned by the KMC
- iii. The construction and completion of Phase II - Real Estate Project, the Common Areas, the Said Apartment and the Said Parking Space including the quality, specifications, materials, workmanship and structural stability thereof.

8.2 Measurement: The Buyer has measured the area of the Said Apartment and is satisfied regarding the same and agrees and covenants not to ask for any details or question the computation of area or make any claims in respect thereof.

8.3 Salient Terms: The transfer of the Said Apartment and Appurtenances being effected by this Conveyance is:

8.3.1 Conveyance: sale within the meaning of the Transfer of Property Act, 1882.

8.3.2 Absolute: absolute, irreversible and in perpetuity.

8.3.3 Free from Encumbrances: the Second Phase Land being free from all encumbrances of any and every nature whatsoever including but not limited to *lis pendens*, attachments, liens, charges, mortgages, trusts, *debentures*, reversionary rights, residuary rights, claims and statutory prohibitions.

8.3.4 Benefit of Common Areas: subject to the terms and conditions of this Conveyance, together with proportionate

ownership, benefit of user and enjoyment of the Common Areas described in Part I and Part II of the 4th Schedule below, in common with the other co-owners of the **Phase I - Real Estate Project and Phase II - Real Estate Project**, including the Parties.

8.4 **Subject to:** The sale of the Said Apartment and Appurtenances being effected by this Conveyance is subject to:

8.4.1 **Payment of Rates & Taxes:** the Buyer regularly and punctually paying costs, expenses, deposits and charges for Municipal Tax, surcharge, levies, cess, etc. (collectively **Rates & Taxes**), as be assessed for the Said Apartment And Appurtenances on proportionate basis.

8.4.2 **Payment of Monthly Subscription, User Charge for Said Club:** the Buyer regularly and punctually paying the monthly subscription of the Said Club and user charge for use of facilities at the recreational club, as determined by the Vendor/Developer and/or the Association from time to time.

8.4.3 **Payment of Maintenance Charge:** the Buyer regularly and punctually paying proportionate share (**Maintenance Charge**) in the common expenses for maintenance and upkeep of the Common Areas, indicatively described in 6th Schedule below (collectively **Common Expenses/Maintenance Charge**) and such other charges not mentioned herein under as may be charged and/or levied by the Vendor/Developer and/or Association to be formed.

8.4.4 **Observance of Covenants:** the Buyer observing, performing and accepting the stipulations, regulations and covenants (collectively **Covenants**), described in the 7th Schedule below.

8.4.5 **Indemnification by Buyer:** indemnification by the Buyer, for faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Buyer hereunder. The Buyer agrees to keep

indemnified the Vendor/Developer and/or their successors-in-interest, of, from and against any losses, damages, costs, charges and expenses which may be suffered by the Vendor/Developer and/or their successors-in-interest by reason of any default of the Buyer.

9. Possession

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

10. Outgoings

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

11. Holding Possession

11.1 Buyer Entitled: The Vendor/Developer hereby covenants that the Buyer shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Apartment And Appurtenances and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Buyer, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendor/Developer or any

person lawfully or equitably claiming any right or estate therein from, under or in trust from the Vendor/Developer.

12. Further Acts

12.1 Parties to do: The Parties hereby covenant that the Parties or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Buyer and/or successors-in-interest of the Buyer, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Buyer to the Said Apartment And Appurtenances.

12.2 Vendor/Developer to do: The Vendor/Developer hereby covenants that the Vendor/Developer or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Buyer and/or successors-in-interest of the Buyer, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Buyer to the Said Apartment And Appurtenances.

13. Defect Liability:

13.1 The Vendor/Developer shall rectify all reasonable construction related defects for the structure of the Said Apartment, if any, brought to the notice of the Vendor/Developer, at its own cost and effort, within 5 (five) calendar year from the date of handover of possession of the Said Apartment or issuance completion certificate, by the Competent Authority, whichever is earlier. Be it noted that the scope of such liability shall be subject to the potential hindrance to the sanctioned and constructed structure around the Said Apartment due to the fit out and lay out construction carried out by the Buyer.

13.2 It is clarified that the Vendor/Developer shall not be liable for any such defects if the same have been caused by reason of

the default and/or negligence of the Buyer and/or any other buyers in the Real Estate Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Buyer and/or any other buyer/person in the Real Estate Project and/or the Second Phase Land. The Buyer is/are aware that the Phase II Real Estate Project is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Phase II Real Estate Project at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Vendor's/Developer's obligation to rectify any defect(s) as mentioned in this Clause and the Buyer and/or the association of buyers shall have no claim(s) of whatsoever nature against the Vendor/Developer in this regard.

13.3 It is clarified that the above said responsibility of the Vendor/Developer shall not cover defects, damage, or malfunction resulting from (a) misuse (b) unauthorised modifications or repairs and (c) fit out/interior works done/caused by the Buyer or his/her/their/its nominee/agent within the Said Apartment subject to the permission for fit out through fit out letter dated _____ (c) cases of force majeure (d) failure to maintain the amenities/equipments (e) accident and (f) negligent use.

14. General

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

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

15. Interpretation

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

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

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

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

1st Schedule (Larger Property)

Land measuring 17 (seventeen) *bigah* 19 (nineteen) *cottah*, 4 (four) *chittak*, 32 (thirty two) square feet, more or less, comprised in Municipal Premises No. 47, Canal Circular Road, Police Station Phoolbagan, Kolkata - 700054, within KMC, Sub-Registration District Sealdah, District South 24 Parganas bordered in colour **Red** thereon and butted and bounded as follows:

On the North	:	East Coast Guard Residential Enclave
On the East	:	By Eastern Metropolitan Bypass Road
On the South	:	Partly by Canal Circular Road, Premises No. 58 & 51B Canal Circular Road
On the West	:	By Premises No. 67/1E, 67/1B & 57 Canal Circular Road

**2nd Schedule
(Part I)**

(First Phase Land)

Land measuring 7 (seven) *bigah* 3(three) *cottah*, 11 (eleven) *chittak*, 22 (twenty two) square feet, more or less, comprised in Municipal Premises No. 47 (previously 53, 51A, 80, 47), Canal Circular Road, Police Station Phoolbagan, Kolkata - 700054, within KMC, Sub-Registration District Sealdah, District South 24 Parganas delineated in the Plan annexed hereto and marked as **Annexure “1”** and bordered in colour **Blue** thereon.:

(Part II)

(Second Phase Land)

Land measuring 10 (ten) *Bigha*, 15(fifteen) *Cottah*, 9 (nine) *Chittak*, 11 (eleven) square feet, more or less, comprised in Municipal Premises No. 47 (previously 53A,53B, 67, 67/1C), Canal Circular Road, Police Station Phoolbagan, Kolkata - 700054, within KMC, Sub-Registration District Sealdah, District South 24 Parganas delineated in the Plan annexed hereto and marked as **Annexure “1”** and bordered in colour **Green** thereon and butted and bounded as follows:

**3rd Schedule
(Part I)
(Said Apartment)**

Residential Apartment No. _____, on the ____ floor, having carpet area admeasuring _____ (_____) square feet, more or less, along with the balcony area having carpet area admeasuring _____ (_____) square feet, more or less, and the exclusive open terrace area (without construction right) having carpet area admeasuring _____ (_____) square feet, more or less, corresponding to built-up area _____ (_____) square feet more or less, aggregating to super built up area admeasuring ____ (_____) square feet, more or less, in the **Phase II - Real Estate Project** named **Z Residences**, delineated on the **Plan** annexed hereto which has been bordered in colour **RED** thereon.

(Part II)

(Parking Space)

The right to park ____ (____) medium sized car in the _____ covered car parking space admeasuring 135 (one hundred and thirty five) square feet, on the multilevel/mechanical within the **Phase II - Real Estate Project**.

(Part III)

**(Said Apartment and Appurtenances)
[Subject Matter of this Conveyance]**

- i. The Said Apartment, being the flat described in **Part I** of the **3rd Schedule** above, along with land share beneath the **Phase II Real Estate Project**.
- ii. Said Parking Space i.e. the right to park in the parking space/s described in **Part II** of the **3rd Schedule** above, if any.

- iii. The Share In Common Areas, being undivided, impartible, proportionate and variable share and/or interest in the Common Areas described in the 4th Schedule below, as is attributable to the Said Apartment.

4th Schedule

Part I

(Common Areas situated across all buildings of Phase II - Real Estate Project)

- Entrance Lobby at the ground level
- Lift machine room(s) and lift well(s)
- Water supply pipeline in the (save those inside any Apartment)
- Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other Common Areas
- Intercom Network
- KMC water line
- Lift(s) and allied machineries
- Service rooms
- Common roof (demarcated for Complex Co-Owners)
- Shafts
- Garbage chutes
- Rain water harvesting tank
- Driveways , walkways
Landscaped areas (demarcated for Complex Co-Owners)
- Lobbies on all floors and staircase(s)
- Water reservoirs/tanks
- Electricity meter(s) for common installations and space for their installation
- Network of Cable TV/DTH
- Fire fighting system
- External walls
- Fire Refuge Platform
- Electrical & PHE ducts
- Manholes and pits
- Waste treatment plant
- Transformer and DG sets
- Drainage and sewage pipeline and STP
- Water-features, if any

Part II

1. Club
2. Driveways
3. fire tender paths
4. walkways
5. landscaped green areas
6. Central drainage & sewage pipeline and central water supply pipeline

5th Schedule

Part I

(Phase I Amenties)

- Said Club
- Crystal Swimming pool with wooden deck
- Private Mini Theatre
- Poolside lounge
- Mini Golf Section
- Aroma Garden
- Indoor games (Table Tennis, Billiards)
- Banquet with Bar lounge
- Uber Modern gymnasium
- SPA with Steam Sauna
- Open yoga lawn & Acupressure section
- Kids Activity room.

Part II

(Phase II Amenties)

6th Schedule

(Common Expenses)

1. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities including club, community hall etc

2. **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Phase II - Real Estate Project, the road network, STP etc.
3. **Association:** Establishment and all other capital and operational expenses of the Association.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas as described in 4th **Schedule** herein in respect of the Phase II - Real Estate Project [including the exterior or interior (but not inside any Apartment) walls] and the road network, STP etc.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas, including lifts, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas and the road network.
7. **Rates and Taxes:** Municipal Tax, Land Revenue Surcharge, Water Tax and other levies for the Phase I - Real Estate Project save those separately assessed on the Allottee.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.
9. **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipments and personnel, if any.

**7th Schedule
(Covenants)**

The Buyer covenants with the Developer (which expression includes the body of apartment owners of the Real Estate Project under the West Bengal Apartment Ownership Act, 1972 (“**Association**”), wherever applicable) and admits and accepts that:

1. **Satisfaction of Buyer:** The Buyer is acquainted with, fully aware of and is thoroughly satisfied about the title, right and entitlement of the Developer, the sanctioned plans, all the background papers, the right of the Parties to enter into the Said Agreement, the scheme of development described in the Said Agreement and the extent of the rights being granted in favour of the Buyer and the negative covenants mentioned in the Said Agreement and the Buyer hereby accepts the same and shall not raise any objection with regard thereto.
2. **Buyer Aware of and Satisfied with Common Areas and Specifications:** The Buyer, upon full satisfaction and with complete knowledge of the Common Areas and Specifications and all other ancillary matters, is entering into this Conveyance. The Buyer has examined and is acquainted with the Phase I - Real Estate Project and/or Phase II - Real Estate Project and/or Larger property and has agreed that the Buyer shall neither have nor shall claim any right over any portion of Phase I - Real Estate Project and/or Phase II - Real Estate Project and/or Larger property **save and except** the Said Apartment And Appurtenances. Be it noted that Buyers and/or occupiers of all buildings of the Phase I - Real Estate Project and/or Phase II - Real Estate Project and/or Larger property shall always have access to every common facility situated in all buildings of the Phase I - Real Estate Project and/or Phase II - Real Estate Project and/or Larger property.
3. **Facility Manager:** The Developer shall hand over management and upkeep of all Common Areas to a professional facility management organization (**Facility Manager**). In this regard, it is

clarified that (1) the Facility Manager shall operate, manage and render specified day to day services with regard to the common areas of the Phase I - Real Estate Project and/or Phase II - Real Estate Project and/or Larger property (2) the Facility Manager shall levy and collect the common expenses/maintenance charges (3) the Buyer shall be bound to pay the common expenses/maintenance charges to the Facility Manager (4) the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Buyer and it shall be deemed that the Facility Manager is rendering the services to the Buyer for commercial considerations (5) the Facility Manager shall merely be the service provider for rendition of services with regard to the common Areas and no superior rights with regard to the common Areas shall vest in the Facility Manager and (6) the Facility Manager may be replaced by consent of 80% (eighty percent) or more of the allottees of the Phase I - Real Estate Project and/or Phase II - Real Estate Project and/or Larger property.

4. **Buyer to Mutate and Pay Rates & Taxes:** The Buyer shall (1) pay the KMC Tax, surcharge, levies, cess etc. (collectively “**Rates & Taxes**”)(proportionately for the Phase I - Real Estate Project and/or Phase II - Real Estate Project and/or Larger property and wholly for the Said Apartment And Appurtenances and until the Said Apartment And Appurtenances is separately mutated and assessed in favour of the Buyer, on the basis of the bills to be raised by the/Developer/the Association (upon formation), such bills being conclusive proof of the liability of the Buyer in respect thereof **and** (2) have mutation completed at the earliest. The Buyer further admits and accepts that the Buyer shall not claim any deduction or abatement in the bills of the Developer/the Facility Manager or the Association (upon formation).

5. **Buyer to Pay Common Expenses/Maintenance Charges:** The Buyer shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Vendor/Developer /the Facility Manager/the Association (upon formation), such bills being conclusive proof of the liability of the Buyer in respect thereof.

The Buyer further admits and accepts that (1) the Buyer shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges and (2) the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Developer /the Facility Manager/the Association (upon formation).

6. **Buyer to Pay Interest for Delay and/or Default:** The Buyer shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Developer/the Facility Manager/the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Buyer shall pay interest as per RERA, for the period of delay, computed from the date the payment became due till the date of payment, to the Promoter/Developer/the Facility Manager/the Association (upon formation), as the case may be. The Buyer also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Buyer and the Buyer shall be disallowed from using the Common Areas Of the Real Estate Project/Phase I - Real Estate Project and/or Phase II - Real Estate Project and/or Larger property Included Amenities.
7. **Developer's Charge/Lien:** The Developer shall have first charge and/or lien over the Said Apartment And Appurtenances for all amounts due and payable by the Buyer to the Developer **provided however** if the Said Apartment And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Promoter/Developer shall stand extinguished on the financial institution upon clearing all dues of the Promoter/Developer.
8. **No Obstruction by Buyer to Further Construction:** Subject to compliance with Section 14 of the Act, the Developer shall be entitled to make other constructions on the Phase I - Real Estate Project and/or First Phase Land and Phase II - Real Estate Project and/or Second Phase Land and/or Larger property and the Buyer shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Buyer due to and

arising out of the said construction/developmental activity. The Buyer also admits and accepts that the Developer and/or employees and/or agents and/or contractors of the Developer shall be entitled to use and utilize the Common Areas for movement of building materials and for other purposes and the Buyer shall not raise any objection in any manner whatsoever with regard thereto.

9. **Variable Share In Common Areas:** The Buyer fully comprehends and accepts that (1) the Share In Common Areas is a notional proportion that the Said Apartment bears to the currently proposed area of the Real Estate Project (2) if the area of the Said Real Estate Project is recomputed by the Developer, then the Share In Common Areas shall vary accordingly and proportionately and the Buyer shall not question any variation (including diminution) therein (3) the Buyer shall not demand any refund of the Total Price paid by the Buyer on the ground of or by reason of any variation of the Share In Common Areas due to extension of the project and (4) the Share In Common Areas are not divisible and partible and the Buyer shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Developer, in its absolute discretion.

10. **Buyer to Participate in Formation of Association:** The Buyer admits and accepts that the Buyer and other intending allottees/buyers/owners of apartments/apartments/other developments comprised in the Phase I - Real Estate Project and/or Phase II - Real Estate Project and/or Larger property shall form the Association and the Buyer shall become a member thereof. The Buyer shall bear and pay the proportionate expenses of the Association (including but not limited to the association formation expenses) and shall acquire and hold membership with voting rights and in this regard the Buyer shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association, the Facility Manager shall look after the maintenance of the Common Areas. Each Apartment owner will be entitled to cast a vote irrespective of his/her/its size of Apartment.

11. Obligations of Buyer: The Buyer shall:

11.1 Co-operate in Management and Maintenance: co-operate in the management and maintenance of the Phase I - Real Estate Project and/or Phase II - Real Estate Project and/or Larger property, by the Vendor /Developer /the Facility Manager/the Association (upon formation).

11.2 Observing Rules: observe the rules framed from time to time by the Promoter/Developer /the Facility Manager/the Association (upon formation) for the beneficial common enjoyment of the Phase I - Real Estate Project and/or Phase II - Real Estate Project and/or Larger property.

11.3 Paying Electricity Charges: pay for electricity and other utilities consumed in or relating to the Said Apartment And Appurtenances and the Common Areas from the possession date.

11.4 Meter and Cabling: be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Vendor /Developer or to the other Apartment owners. The main electric meter shall be installed only at the common meter space in the Phase II - Real Estate Project. The Buyer shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Phase -II, the Second Phase Land, and outside walls of the Said Phase - II **save** in the manner indicated by the Vendor /Developer /the Facility Manager/the Association (upon formation). The Vendor /Developer shall endeavor to provide T.V. cable line or DTH connection with cabling but set top boxes shall have to be purchased by the Buyer.

- 11.5 Residential Use:** The Said Apartment is for residential purpose only. Under no circumstances shall the Buyer uses or allows the Said Apartment to be used for commercial, industrial or other non-residential purposes. The Vendor /Developer shall also not use or allow the Said Apartment to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- 11.6 No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Apartment and the Phase I building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Apartment. In the event the Buyer makes any alterations/changes, the Buyer shall compensate the Vendor /Developer /the Association (upon formation) (as the case may be) as estimated by the Vendor /Developer/the Association (upon formation) for restoring it to its original state.
- 11.7 No Structural Alteration and Prohibited Installations:** The Buyer shall not install any dish-antenna on the balcony and/or windows of the Phase II building/Said Apartment and/or on any external part of the Phase II building and/or the roof thereof. The Buyer shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. The Buyer shall install pipelines and ledge only at such places, as be specified and prescribed by the Promoter. Grills may only be installed by the Buyer on the inner side of the doors and windows of the Said Apartment. The Buyer shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Promoter, it being clearly understood by the Buyer that no out-door units of split air-conditioners will be installed on the external walls of the Said Apartment/Phase II building and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Buyer shall install the out-door unit of the same either

inside the Buyer's own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place. The Buyer shall also not install any collapsible gate on the main door/entrance of the Said Apartment. The Buyer accepts that the aforesaid covenants regarding grills, air-conditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Phase II - Real Estate Project, which is beneficial to all. Save and except as permitted by the Promoter/Developer/the Facility Manager/the Association (upon formation) in writing, not alter, modify or in any manner change the structure or any civil construction in the Said Apartment And Appurtenances or the Common Areas. Further, the Buyer shall not make any additional construction to cover the balcony of the Said Apartment.

11.8 No Sub-Division: not sub-divide the Said Apartment And Appurtenances and the Common Areas, under any circumstances.

11.9 No Changing Name: not change/alter/modify the names of the Phase I - Real Estate Project and/or Phase II - Real Estate Project and/or Larger property from that mentioned in this Conveyance.

11.10 Trade Mark Restriction: not to use the name/mark '*Z Residences*' in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever **save and except** for the purpose of address of the Phase I - Real Estate Project and/or Phase II - Real Estate Project and/or Larger property and if the Buyer does so, the Buyer shall be liable to pay damages to the Vendor /Developer and shall further be liable for prosecution for use of the mark.

11.11 No Nuisance and Disturbance: not use the Said Apartment or the Common Areas or the Said Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to

other occupants of the Phase I - Real Estate Project and/or Phase II - Real Estate Project and/or Larger property and/or the neighbouring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.

- 11.12 **No Storage:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.
- 11.13 **No Obstruction to Developer /Facility Manager/Association:** not to obstruct the Developer /the Facility Manager/the Association (upon formation) in their acts relating to the Common Areas and not to obstruct the Vendor /Developer in constructing on other Areas of the Phase I - Real Estate Project and/or Phase II - Real Estate Project and the Larger Property and selling or granting rights to any person on any part of the Phase I - Real Estate Project and/or Phase II - Real Estate Project (excepting the Said Apartment and the Said Parking Space, if any) and/or the Larger Property.
- 11.14 **No Obstruction of Common Areas:** not to obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Apartment and the Said Parking Space, if any.
- 11.15 **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Vendor /Developer/the Facility Manager/the Association (upon formation) for the use of the Common Areas.
- 11.16 **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas **save** at the places indicated therefor.

- 11.17 **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Apartment, the Said Parking Space, if any or the Common Areas.
- 11.18 **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Apartment and the Said Parking Space, if any.
- 11.19 **No Signage:** not to put up or affix any sign board, name plate or other things or other similar articles in the Common Areas or outside walls of the Phase I - Real Estate Project and/or Phase II - Real Estate Project and/or the Larger Property **save** at the place or places provided. **Provided that** this shall not prevent the Buyer from displaying a standardized name plate outside the main door of the Apartment.
- 11.20 **No Floor Damage:** not to keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment **save** usual home appliances.
- 11.21 **No Installing Generator:** not to install or keep or run any generator in the Said Apartment and the Said Parking Space, if any.
- 11.22 **No Use of Machinery:** not to install or operate any machinery or equipment except home appliances.
- 11.23 **No Misuse of Water:** not to misuse or permit to be misused the water supply to the Said Apartment.
- 11.24 **No Damage/Encroachment of Common Areas:** not to damage/encroach the Common Areas in any manner and if such damage is caused by the Buyer and/or family members, invitees or servants of the Buyer, the Buyer shall compensate for the same.

- 11.25 **No Hanging Clothes:** not to hang or cause to be hung clothes from the exterior Areas of the Said Apartment.
- 11.26 **Fire Safety and Air Conditioning Equipment:** not to object to any fire safe equipment including fire sprinklers and Air Conditioning equipment being installed inside the Said Apartment and/or the Common Areas, as per statutory requirements. The Buyer hereby understands and accepts that as per the present statutory requirements/fire norms, the fire extinguisher pipe line/fire sprinklers cannot be concealed within any wall and/or ceiling of the Said Apartment and consequently all fire extinguisher pipe line/fire sprinklers installed in the Said Apartment shall always remain exposed and the Buyer shall not raise any objection in any manner whatsoever with regard thereto and further the Buyer hereby confirms that the Buyer shall not violate any terms of the statutory requirements/fire norms.
- 11.27 **Notification Regarding Letting/Transfer:** If the Buyer lets out or sells the Said Apartment And Appurtenances, the Buyer shall immediately notify the Facility Manager/the Association (upon formation) of the tenant's/allottees address and telephone number.
- 11.28 **No Objection to Construction:** Notwithstanding anything contained in this Conveyance, the Buyer has accepted the scheme of the Developer to construct/develop the Phase I - Real Estate Project and/or Phase II - Real Estate Project and/or the Larger Property in phases and to construct on other Areas of the Second Phase Land/proposed adjoining land and hence the Buyer has no objection to the continuance of construction in the other Areas of the Second Phase Land/the proposed adjoining land/the Phase I - Real Estate Project and/or Phase II - Real Estate Project and/or Larger property, even after the date of possession notice. The Buyer shall not raise any objection to any inconvenience that may be suffered by the Buyer due to and arising out of the said construction/developmental activity.

11.29 No Right in Other Areas: Save and except as expressly mentioned in this Conveyance, the Buyer shall not have any right in the other Areas of the Phase I - Real Estate Project and/or Phase II - Real Estate Project and/or Larger property and the Buyer shall not raise any dispute or make any claim with regard to the Developer either constructing or not constructing on the said other Areas of the Phase I - Real Estate Project and/or Phase II - Real Estate Project and/or Larger property and/or Second Phase Land/the proposed adjoining land/the Phase II - Real Estate Project.

11.30 Sinage and Hoardings: The Developer shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Vendor /Developer is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Vendor /Developer may in its sole discretion deem fit on the Phase I - Real Estate Project and/or Phase II - Real Estate Project and/or Larger property and on the façade, terrace, compound wall or other part of the buildings as may be developed from time to time. The Vendor /Developer shall also be entitled to place, select, and decide hoarding/board sites. All electricity charges on account of the aforesaid installation of the Promoter's hoarding/boards/neon signs etc. shall form part of the common area electricity bills/costs and shall be paid by the Allottees, proportionately.

12. Said Club:

12.1The Vendor /Developer has decided to provide several amenities and facilities in a social and recreational club(s) in all phases within the Phase I - Real Estate Project and/or Phase II - Real Estate Project and/or Larger property (**Said Club**), intended for use and enjoyment of all buyers of thereat. It is clarified that the decision of the Vendor /Developer as to what amenities and facilities shall be included in the Said Club shall be final and binding on the Buyer.

12.2 Membership Obligation of Buyer: Membership of the Said Club being compulsory for all allottees/buyers of the Phase I - Real Estate Project and/or Phase II - Real Estate Project and/or Larger property, the Buyer (which expression, in the context of the Said Club, means only 1 (one) person if the number of allottee/s/buyer/s under this Conveyance is more than 1 (one), as be nominated *inter se* among the allottee/s/buyer/s) agrees to become a member of the Said Club, on the preliminary terms and conditions recorded in this Conveyance. The Buyer understands and accepts that (1) detailed terms and conditions of membership and rules and regulations governing use of the Said Club and its facilities will be formulated by the Club Manager (defined below) in due course and circulated to members before the Said Club is made operational (2) all members (including the Buyer) will be required to abide by these terms and conditions and rules and regulations and (3) the acceptance by the Buyer of the club scheme shall be a condition precedent to completion of sale of the Said Apartment And Appurtenances in terms of this Conveyance.

12.3 Membership Scheme of Said Club: The Buyer understands and accepts that (1) membership of the Said Club shall be open only to the allottees/buyers of the Said Property/Phase I - Real Estate Project and/or Phase II - Real Estate Project and/or Larger property (2) each Apartment/apartment is entitled to 1 (one) membership, irrespective of the number of owners of such Apartment (3) the membership is open only to individuals (i.e. no corporate membership) and if the Buyer is a body corporate, it will be required to nominate 1 (one) occupier of the Said Apartment, who, for all purposes, shall be treated as the member of the Said Club (4) the Said Club can be used by the member and his/her immediate family i.e. spouse and dependent children above 21 (twenty one) years subject to a maximum of 4 (four) dependents (5) members may, subject to the reservation of rights of admission and club rules, bring in guests on payment of guest fees (6) in the event

of sale/transfer of the Said Apartment, the membership will stand terminated and the Buyer shall be granted a new membership at the then applicable terms and as per the rules and regulations of the Said Club then in force **and (7)** if an Buyer lets out his/her Apartment, he/she may request a temporary suspension of his/her usage right of the Said Club and permission for usage of the Said Club by the tenant under his/her membership; if such permission is granted, the tenant may use the Said Club only during the tenure of the tenancy subject to payment of all charges as would have been payable by the Buyer.

12.4 Facilities of Said Club: Notwithstanding anything contained in this Conveyance, the Buyer understands and accepts that the Vendor /Developer shall have the sole rights and discretions in planning the details and facilities of the Said Club (including the absolute right to modify/alter the present sanction plans pertaining to the Said Club) and the same may also be varied at the sole discretion of the Developer.

12.5 Commencement of Operation of Said Club: The Developer reasonably expects that the Said Club shall be made operational after the entirety of **Phase I** of the Phase I - Real Estate Project and/or Phase II - Real Estate Project and/or Larger property is completed and made ready. The Buyer understands and accepts that the Completion Date of the Said Apartment has no connection and correlation with the Said Club becoming operational and the Buyer shall not raise any claim or objection in this regard.

12.6 Club Manager: The Buyer understands and accepts that the Said Club (at the sole discretion of the Vendor /Developer) shall be managed and operated professionally through a club operation and management agency (**Club Manager**), to be exclusively engaged by the Promoter/Developer, at its sole discretion. Notwithstanding formation of the Association, the Club Manager shall at all times continue to look after the maintenance and running of the Said Club. The Buyer further

understands and accepts that the Club Manager can only be changed and/or replaced at the sole discretion of the Vendor /Developer and the buyers of the Phase I - Real Estate Project and/or Phase II - Real Estate Project and/or Larger property shall have no right to replace the Club Manager.

12.7 Membership Fee, Security Deposit and Monthly Subscription:

The Buyer understands and accepts that (1) the Buyer does not have to pay any membership fee for membership of the Said Club as the Total Price includes the membership fee but future Buyers of the Buyer may have to pay separate amounts towards membership fee (2) the Buyer may have to pay a one-time interest free security deposit for use of credit facilities at the Said Club and (3) the Buyer will have to pay a fixed monthly subscription for membership of the Said Club, irrespective of whether the Buyer resides at the Said Apartment, which shall be determined at the time of opening of the Said Club, at the sole discretion of the Vendor /Developer and this shall be in addition to the Common Expenses/Maintenance Charges.

12.8 User Charge: The Buyer understands and accepts that (1) some facilities of the Said Club will be available for use free of charge by members while other facilities will be on a pay by use basis and (2) the rate, schedule etc. will be determined at the time of the opening of the Said Club, at the sole discretion of the Club Manager.

8th Schedule

(Devolution of Title)

A. Ownership of First Phase Land:

1. Premises No. 51A

- a. **Ownership of Santosh Kumar Bose:** By virtue of a Deed of Conveyance dated 10th February, 1940 registered in Book No. I, Volume No. 24, Pages from 50 to 56, being Deed No. 32 for the year 1940, one Santosh Kumar Bose was the sole and absolute owner of the land admeasuring 3 (three) *bigha* 6 (six) *cottah* 0 (zero) *chittack* and 25 (twenty five) square feet, more or less, forming entirety of Municipal Premises No. 51A, Canal Circular Road, Kolkata - 700054 (**Santosh Kumar's Property**).
- b. **Demise of Santosh Kumar Bose:** The said Santosh Kumar Bose, a hindu male governed by the *Dayabhaga* School of Hindu Law, died intestate leaving behind surviving his widow namely, Tarubala Bose and his mother Prabhabati Bose as his legal heiress who became jointly entitled to Santosh Kumar's Property, each having undivided 1/2nd (one half) share in Santosh Kumar's Property.
- c. **Gift by Tarubala Bose:** By a Deed of Gift dated 29th July, 1959 registered in the Office of the Sub-Registrar, Sealdah and recorded in Book No. I, Volume No. 36, Pages from 245 to 248, being Deed No. 1775 for the year 1959 (**Said Gift Deed**), the said Tarubala Bose gifted a piece and parcel of land admeasuring 5 (five) *cottah* out of her undivided 1/2nd (one half) share in Santosh Kumar's Property, in favour of one Radharani Chakraborty.
- d. **Demise of Radharani Chakraborty:** The said Radharani Chakraborty, a hindu female governed by the *Dayabhaga* School of Hindu Law, died intestate on 3rd January, 1961, leaving behind surviving her 3 (three) sons namely, (1) Chittaranjan Chakraborty, (2) Satyaranjan Chakraborty and (3) Kajal Chakraborty (collectively, **Chittaranjan & Ors.**) as her legal heirs who became entitled to her property being the land admeasuring 5 (five) *cottah* contained in Municipal Premises No. 51A, Canal Circular Road, Kolkata - 700054.

- e. **Sale by Chittaranjan & Ors.:** By a Deed of Conveyance dated 26th June, 1972 registered in the Office of the Sub-Registrar, Sealdah and recorded in Book No. I, Volume No. 23, Pages from 291 to 296, being Deed No. 910 for the year 1972, the said Chittaranjan & Ors. sold, transferred and conveyed their property being the land admeasuring 5 (five) *cottah* in Municipal Premises No. 51A, Canal Circular Road, Kolkata - 700054 to (1) Satyacharan Mondal, (2) Shripati Charan Mondal, (3) Balaram Mondal, (4) Nemai Chandra Mondal and as all partners/co-owners of West Bengal Rubber Works.
- f. **Sale by Tarubala Bose:** By a Deed of Conveyance dated 30th January, 1971 registered in the Office of the Sub-Registrar, Sealdah and recorded in Book No. I, Volume No. 5, Pages from 244 to 249, being Deed No. 186 for the year 1971, the said Tarubala Bose and her adopted daughter namely, Amala Bose, sold, transferred and conveyed the balance portion of her undivided 1/2nd (one half) share in Santosh Kumar's Property to (1) Satyacharan Mondal, (2) Shripati Charan Mondal, (3) Balaram Mondal and (4) Nemai Chandra Mondal.
- g. **Ownership of Satyacharan Mondal & Ors.:** In the above mentioned manner, the said (1) Satyacharan Mondal, (2) Shripati Charan Mondal, (3) Balaram Mondal, (4) Nemai Chandra Mondal, all partners/co-owners of West Bengal Rubber Works, became joint owners of the undivided 1/2nd (one half) share in Santosh Kumar's Property being the land admeasuring 1 (one) bigha 9 (nine) *cottah* 12 (twelve) *chittack* 35 (thirty five) square feet in Municipal Premises No. 51A, Canal Circular Road, Kolkata - 700054.
- h. **Dissolution of West Bengal Rubber Works:** The said business in name of West Bengal Rubber Works was dissolved by the mutual consent of all the partners/co-owners and/or their legal heirs and all the assets of the said business was mutually distributed amongst the partners/co-owners, each having undivided 1/4th (one fourth) share in of the

undivided 1/2nd (one half) share in Santosh Kumar's Property being the land admeasuring 1 (one) bigha 9 (nine) cottah 12 (twelve) chittack 35 (thirty five) square feet in Municipal Premises No. 51A, Canal Circular Road, Kolkata - 700054.

- i. **Demise of Satyacharan Mondal:** On or about 02.01.1980, the said Satyacharan Mondal, a hindu male governed by the *Dayabhaga* School of Hindu Law, died intestate leaving behind surviving his widow namely, Sarala Mondal and his 6 (six) sons namely 1) Niranjan Mondal, (2) Monoranjan Mondal, (3) Arun Kumar Mondal, (4) Uday Kumar Mondal, (5) Tapan Kumar Mondal, (6) Swapan Kumar Mondal and 5 (five) daughters namely (1) Bimala Dhawa, (2) Pramila Roy, (3) Gita Roy, (4) Niva Halder, (5) Sikha Chandra as his only legal heirs and heiress who thus, jointly became the owner of 1/4th (one fourth) share of Satyacharan Mondal in Santosh Kumar's Property, each having undivided 1/48th (one forty-eighth) share in Santosh Kumar's Property.
- j. **Demise of Shripati Charan Mondal:** On or about 30.01.1990, the said Shripati Charan Mondal, a hindu male governed by the *Dayabhaga* School of Hindu Law, died intestate leaving behind surviving his widow namely, Sabita Mondal alias Sabita Rani Mondal and his 4 (four) sons namely (1) Anjan Mondal, (2) Deepak Mondal, (3) Tapas Mondal, (4) Tarun Mondal, and 2 (two) daughters namely (1) Bharati Halder and (2) Arati Bera as his only legal heirs and heiress who thus, jointly became the owner of 1/4th (one fourth) share of Shripati Charan Mondal in Santosh Kumar's Property, each having undivided 1/28th (one twenty-eighth) share in Santosh Kumar's Property.
- k. **Demise of Balaram Mondal:** On or about 13.06.1978, the said Balaram Mondal, a hindu male governed by the *Dayabhaga* School of Hindu Law, died intestate leaving behind surviving his widow namely, Anita Mondal and his 2 (two) sons namely (1) Debabrata Mondal, (2) Subrata Mondal, and 2 (two) daughters namely (1) Sanghamitra Dinda

and (2) Papri Bose as his only legal heirs and heiress who thus, jointly became the owner of $1/4^{\text{th}}$ (one fourth) share of Balamondal in Santosh Kumar's Property, each having undivided $1/20^{\text{th}}$ (one twenty) share in Santosh Kumar's Property.

- l. **Demise of Anita Mondal:** On or about 12.07.1986, the said Anita Mondal, a hindu female governed by the *Dayabhaga* School of Hindu Law, died intestate leaving behind surviving her 2 (two) sons namely (1) Debabrata Mondal, (2) Subrata Mondal, and 2 (two) daughters namely (1) Sanghamitra Dinda and (2) Papri Bose as her only legal heirs and heiress who thus, jointly became the owner of $1/20^{\text{th}}$ (one twentieth) share of Anita Mondal in Santosh Kumar's Property, each having undivided $1/80^{\text{th}}$ (one eighty) share in Santosh Kumar's Property.
- m. **Demise of Manoranjan Mondal:** On or about 07.01.2002, the said Manoranjan Mondal, a hindu male governed by the *Dayabhaga* School of Hindu Law, died intestate leaving behind surviving his widow namely, Sandhya Mondal and only daughter namely Nilanjana Mondal as his only legal heiress who thus, jointly became the owner of $1/48^{\text{th}}$ (one forty eighth) share of Balamondal in Santosh Kumar's Property, each having undivided $1/96^{\text{th}}$ (one ninety sixth) share in Santosh Kumar's Property.
- n. **Ownership of Mondal Family:** In the above mentioned circumstances the said (1) Nema Chandra Mondal (2) Sarala Mondal (3) Niranjana Mondal, (4) Arun Kumar Mondal, (5) Uday Kumar Mondal, (6) Tapan Kumar Mondal, (7) Swapna Kumar Mondal (8) Bimala Dhawa, (9) Pramila Roy, (10) Gita Roy, (11) Niva Halder, (12) Sikha Chandra, Sabita Mondal alias Sabita Rani Mondal (13) Anjan Mondal, (14) Deepak Mondal, (15) Tapas Mondal, (16) Tarun Mondal, (17) Bharati Halder and (18) Arati Bera, (19) Debabrata Mondal (20) Subrata Mondal, (21) Sanghamitra Dinda, (22) Papri Bose (23) Sandhya Mondal, (24) Nilanjana Mondal became

joint owners of the undivided 1/2nd (one half) share in Santosh Kumar's Property being the land admeasuring 1 (one) bigha 9 (nine) cottah 12 (twelve) chittack 35 (thirty five) square feet in Municipal Premises No. 51A, Canal Circular Road, Kolkata - 700054.

- o. **First Sale to UDPL & Anr.:** By virtue of a Deed of Conveyance dated 14th November, 2006, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, Volume No. 1, at Pages 1 to 33, being Deed No. 912 for the year 2007, the Owners of the First Part sold, transferred and conveyed the undivided 1/4th (one fourth) portion from their undivided 1/2nd (one half) share in Santosh Kumar's Property i.e. the land admeasuring 7 (seven) cottah 7 (seven) chittack 9 (nine) square feet in Municipal Premises No. 51A, Canal Circular Road, Kolkata - 700054, to Utsav Management Services Private Limited (presently Utsav Developers Private Limited) and Prabhakar Singh, who became the joint owners, each having undivided 1/2nd (one half) share in the conveyed property.

- p. **Second Sale to Laxmi & Anr.:** By virtue of a Deed of Conveyance dated 14th November, 2006, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, Volume No. 1, at Pages 1 to 32, being Deed No. 916 for the year 2007, the Owners of the First Part sold, transferred and conveyed the undivided 1/4th (one fourth) portion from their undivided 1/2nd (one half) share in Santosh Kumar's Property i.e. the land admeasuring 7 (seven) cottah 7 (seven) chittack 9 (nine) square feet in Municipal Premises No. 51A, Canal Circular Road, Kolkata - 700054, to Laxmi Realtors Private Limited (now known as Eden Reality Ventures Private Limited) and Ashok Mishra, who became the joint owners, each having undivided 1/2nd (one half) share in the conveyed property.

- q. **Third Sale to Niranjana Rai & Anr.:** By virtue of a Deed of Conveyance dated 14th November, 2006, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, Volume No. 1, at Pages 1 to 32, being Deed No. 894 for the year 2007, the Owners of the First Part sold, transferred and conveyed the undivided 1/4th (one fourth) portion from their undivided 1/2nd (one half) share in Santosh Kumar's Property i.e. the land admeasuring 7 (seven) cottah 7 (seven) chittack 9 (nine) square feet in Municipal Premises No. 51A, Canal Circular Road, Kolkata - 700054, to Niranjana Rai and Ritesh Kumar Rai, who became the joint owners, each having undivided 1/2nd (one half) share in the conveyed property.
- r. **Fourth Sale to Silpi Saha & Anr.:** By virtue of a Deed of Conveyance dated 14th November, 2006, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, Volume No. 1, at Pages 1 to 32, being Deed No. 875 for the year 2007, the Owners of the First Part sold, transferred and conveyed the undivided 1/4th (one fourth) portion from their undivided 1/2nd (one half) share in Santosh Kumar's Property i.e. the land admeasuring 7 (seven) cottah 7 (seven) chittack 9 (nine) square feet in Municipal Premises No. 51A, Canal Circular Road, Kolkata - 700054, to Silpi Saha and Akshay Parashar, who became the joint owners, each having undivided 1/2nd (one half) share in the conveyed property.
- s. **Ownership of Prabhavati Bose:** After the demise of Late Santosh Kumar Bose, his mother Prabhavati Bose became the owner of undivided 1/2 (one half) share of Santosh Kumar's Property.
- t. **Sale by Prabhavati Bose:** By a Deed of Conveyance dated 12th July, 1963, registered in the Office of the Sub-Registrar, Sealdah and recorded in Book No. I, Volume No. 43, Pages from 13 to 19, being Deed No. 1685 for the year 1963, the

said Prabhavati Bose sold, transferred and conveyed her undivided 1/2nd (one half) share in Santosh Kumar's Property to (1) Shripati Charan Mondal, (2) Balaram Mondal and (3) Nemai Chandra Mondal.

- u. **Legal heirs of Mondal Family:** The said (1) Shripati Charan Mondal and (2) Balaram Mondal, died intestate leaving behind surviving their legal heirs and heiresses namely, (1) Sabita Mondal *alias* Sabita Rani Mondal, (2) Anjan Mondal, (3) Deepak Mondal, (4) Tapas Mondal, (5) Tarun Mondal, (6) Bharati Halder and (7) Arati Bera (collectively Legal heirs of Shripati Charan Mondal) and (1) Anita Mondal, (2) Debabrata Mondal, (3) Subrata Mondal, (4) Sanghamitra Dinda and (5) Papri Bose, (collectively **Legal heirs of Balaram Mondal**). The Legal heirs of Shripati Charan Mondal, the Legal heirs of Balaram Mondal and Nemai Chandra Mondal became joint owners of the balance portion of Santosh Kumar's Property being the undivided 1/2nd (one half) share in Santosh Kumar's Property.
- v. **First sale to UDPL & Ors.:** By virtue of a Deed of Conveyance dated 14th November, 2006, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, Volume No. 1, at Pages 1 to 28, being Deed No. 857 for the year 2007, the Owners therein sold, transferred and conveyed an undivided 1/4th (one fourth) portion from their undivided 1/2nd (one half) share in Santosh Kumar's Property i.e. the land admeasuring 7 (seven) cottah 7 (seven) chittack 9 (nine) square feet in Municipal Premises No. 51A, Canal Circular Road, Kolkata - 700054, to Utsav Management Services Private Limited (presently Utsav Developers Private Limited) (**UDPL**), Sailesh Sukla and Pankaj Kumar, who became the joint owners, each having undivided 1/3rd (one third) share in the conveyed property.
- w. **Second sale to Arvind Das & Anr.:** By virtue of a Deed of Conveyance dated 14th November, 2006, registered in the Office of the Additional Registrar of Assurances-I, Kolkata,

recorded in Book No. I, Volume No. 1, at Pages 1 to 28, being Deed No. 872 for the year 2007, the Owners therein sold, transferred and conveyed an undivided 1/4th (one fourth) portion from their undivided 1/2nd (one half) share in Santosh Kumar's Property i.e. the land admeasuring 7 (seven) cottah 7 (seven) chittack 9 (nine) square feet in Municipal Premises No. 51A, Canal Circular Road, Kolkata - 700054, to Arvind Das and Binay Kumar Singh, who became the joint owners, each having undivided 1/2 (one half) share in the conveyed property.

- x. **Third sale to Laxmi & Anr.:** By virtue of a Deed of Conveyance dated 14th November, 2006, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, Volume No. 1, at Pages 1 to 27, being Deed No. 854 for the year 2007, the Owners therein sold, transferred and conveyed an undivided 1/4th (one fourth) portion from their undivided 1/2nd (one half) share in Santosh Kumar's Property i.e. the land admeasuring 7 (seven) cottah 7 (seven) chittack 9 (nine) square feet in Municipal Premises No. 51A, Canal Circular Road, Kolkata - 700054, to Laxmi Realtors Private Limited (now known as Eden Reality Ventures Private Limited) and Niranjan Rai, who became the joint owners, each having undivided ½ (one half) share in the conveyed property.
- y. **Fourth Sale to Silpi Saha & Anr.:** By virtue of a Deed of Conveyance dated 14th November, 2006, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, Volume No. 1, at Pages 1 to 27, being Deed No. 852 for the year 2007, the Owners therein sold, transferred and conveyed an undivided 1/4th (one fourth) portion from their undivided 1/2nd (one half) share in Santosh Kumar's Property i.e. the land admeasuring 7 (seven) cottah 7 (seven) chittack 9 (nine) square feet in Municipal Premises No. 51A, Canal Circular Road, Kolkata - 700054, to Silpi Saha and Prabhakar Singh, who became the joint owners,

each having undivided $\frac{1}{2}$ (one half) share in the conveyed property.

- z. **Ownership of Santosh Kumar's Property:** In the above manner, Utsav Management Services Private Limited (presently Utsav Developers Private Limited), Sailesh Sukla, Pankaj Kumar, Silpi Saha, Prabhakar Singh, Laxmi Realtors Private Limited (now known as Eden Reality Ventures Private Limited), Niranjana Rai, Arvind Das, Binay Kumar Singh, Akshay Parashar, Ashok Mishra and Ritesh Kumar Rai became the joint and absolute owners of the entirety of Santosh Kumar's Property.

2. Premises No. 47

- a. **Ownership of Nani Gopal & Ors.:** Nani Gopal Dhar, Gosto Behari Dhar, Lal Behari Dhar, Sajal Behari Dhar, Bipin Behari Dhar, Prasadhoni Dasi, Bijon Behari Dhar and Sarba Sundari Dhar were the joint and absolute owner of the land admeasuring 2 (two) *bigha* 17 (seventeen) *cottah* 2 (two) *chittack*, more or less, forming entirety of Municipal Premises No. 47, Canal Circular Road, Kolkata - 700054 (**Nani Gopal & Ors.' Property**)
- b. **Title Suit:** Nani Gopal Dhar against Gosto Behari Dhar & Ors. filed a partition suit bearing T.S. No. 3413 of 1954, in the Hon'ble High Court of Calcutta. The Court ordered that **Nani Gopal & Ors.' Property** will be sold off through the receiver appointed by the High Court.
- c. **Ownership of Santu Shaw:** Pursuant to the above partition suit and by an Order dated 13th March, 1956, passed by Hon'ble High Court, Nani Gopal & Ors. sold their respective shares in the said Premises No. 47 to Santu Shaw by a Deed of Conveyance dated 18th February, 1957, registered in the Office of Sub-Registrar, Sealdah, recorded in Book No. I, Pages 191 to 198, being Deed No. 415 for the year 1957.

- d. **Demise of Santu Shaw:** On or about 16th November, 1981, Santu Shaw, a hindu male governed by the *Mitakshara* School of Hindu Law, died intestate leaving behind him, his wife Saraswati Shaw and 5 (five) sons namely Jagannath Shaw, Bhola Nath Shaw, Kishori Mohan Shaw, Dulal Shaw and Gopal Shaw and 3 (three) daughters Dhanumati Gupta, Manju Majumder, Gauri Shaw.
- e. **Demise of Jagannath Shaw:** On or about 26th January, 1996, Jagannath Shaw a hindu male governed by the *Mitakshara* School of Hindu Law, died intestate leaving behind him, his wife Santi Rani Shaw and 2 (two) sons namely Narayan Shaw and Shankar Shaw and only daughter Gita Rani Shaw.
- f. **Demise of Saraswati Shaw:** On or about 7th December, 1998, Saraswati Shaw a hindu female governed by the *Mitakshara* School of Hindu Law, died intestate leaving behind her children namely Bhola Nath Shaw, Kishori Mohan Shaw, Dulal Shaw and Gopal Shaw, Dhanumati Gupta, Manju Majumder, Gauri Shaw, Narayan Shaw and Shankar Shaw, Gita Rani Shaw.
- g. **Sale by Bhola Nath:** By an Indenture of Sale dated 30th August, 2004, registered in the Office of the Additional District Sub-Registrar, Sealdah, recorded in Book No. I, Volume No. 29, at Pages 280 to 291, being Deed No. 654 for the year 2007, Bhola Nath Shaw sold and transferred his undivided 1/8th share in Santu's Property to Laxmi Realtors Private Limited (now known as Eden Reality Ventures Private Limited).
- h. **Sale by Kishori:** By a Deed of Conveyance dated 20th October, 2006, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, Volume No. 1, at Pages 1 to 30, being Deed No. 834 for the year 2007, Kishori mohan Shaw sold and transferred his undivided 1/8th share in Santu's Property to Laxmi Realtors Private Limited

(now known as Eden Reality Ventures Private Limited), Utsav Management Services Private Limited (presently Utsav Developers Private Limited), Niranjana Rai, Silpi Saha, Ashok Mishra, Arvind Das, Prabhakar Singh, Ritesh Kumar Rai, Akshay Parashar, Binay Kumar Singh, Sailesh Sukla, Pankaj Kumar.

- i. **Sale by Dulal Shaw & Ors.:** By a Deed of Conveyance dated 24th November, 2004, registered in the Office of the Additional District Sub-Registrar, Sealdah, recorded in Book No. I, Volume No. 29, at Pages 292 to 315, being Deed No. 655 for the year 2007, Dulal Shaw, Shankar Shaw, Narayan Shaw, Shanti Shaw, Geeta Rani Shaw, Gopal Shaw, Dhanomuni Shaw, Manju Majumdar, Gauri Rani Shaw sold and transferred their respective share in Santu's Property to Laxmi Realtors Private Limited (now known as Eden Reality Ventures Private Limited).

3. Premises No. 80

- a. **Ownership of Satya Charan Nag:** Satya Charan Nag was the sole and absolute owner of the Municipal Premises No. 80, Canal Circular Road, Kolkata - 700054 (**Nag's Property**).
- b. **Demise of Satya Charan Nag:** Satya Charan Nag, a hindu male governed by the *Dayabhaga* School of Hindu Law, died intestate leaving behind him, his wife Nanda Rani Nag as his only legal heiress.
- c. **Sale by Nanda Rani Nag:** By virtue of Deed of Conveyance dated 28th April, 1973 registered in the Office of the Sub-Registrar, Sealdah, recorded in Book No. I, Volume No. 27, Pages from 164 to 167, being Deed No. 741 for the year 1973, Nanda Rani Nag sold the entirety of Nag's Property to Santu Shaw.

- d. **Demise of Santu Shaw:** On or about 16th November, 1981, Santu Shaw, a hindu male governed by the *Mitakshara* School of Hindu Law, died intestate leaving behind him, his wife Saraswati Shaw and 5 (five) sons namely Jagannath Shaw, Bhola Nath Shaw, Kishori Mohan Shaw, Dulal Shaw and Gopal Shaw and 3 (three) daughters Dhanumati Gupta, Manju Majumder, Gauri Shaw.
- e. **Demise of Jagannath Shaw:** On or about 26th January, 1996, Jagannath Shaw a hindu male governed by the *Mitakshara* School of Hindu Law, died intestate leaving behind him, his wife Santi Rani Shaw and 2 (two) sons namely Narayan Shaw and Shankar Shaw and only daughter Gita Rani Shaw.
- f. **Demise of Saraswati Shaw:** On or about 7th December, 1998, Saraswati Shaw a hindu female governed by the *Mitakshara* School of Hindu Law, died intestate leaving behind her children namely Bhola Nath Shaw, Kishori Mohan Shaw, Dulal Shaw and Gopal Shaw, Dhanumati Gupta, Manju Majumder, Gauri Shaw, Narayan Shaw and Shankar Shaw, Gita Rani Shaw.
- g. **Sale by Bhola Nath:** By an Indenture of Sale dated 30th August, 2004, registered in the Office of the Additional District Sub-Registrar, Sealdah, recorded in Book No. I, Volume No. 29, at Pages 280 to 291, being Deed No. 654 for the year 2007, Bhola Nath Shaw sold and transferred his undivided 1/8th share in Nag's Property to Laxmi Realtors Private Limited (now known as Eden Reality Ventures Private Limited).
- h. **Sale by Kishori:** By a Deed of Conveyance dated 20th October, 2006, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, Volume No. 1, at Pages 1 to 30, being Deed No. 834 for the year 2007, Kishori mohan Shaw sold and transferred his undivided 1/8th share in Nag's Property to Laxmi Realtors Private Limited (now known as Eden Reality Ventures Private Limited), Utsav

Management Services Private Limited (presently Utsav Developers Private Limited), Niranjana Rai, Silpi Saha, Ashok Mishra, Arvind Das, Prabhakar Singh, Ritesh Kumar Rai, Akshay Parashar, Binay Kumar Singh, Sailesh Sukla, Pankaj Kumar.

- i. **Sale by Dulal Shaw & Ors.:** By a Deed of Conveyance dated 24th November, 2004, registered in the Office of the Additional District Sub-Registrar, Sealdah, recorded in Book No. I, Volume No. 29, at Pages 292 to 315, being Deed No. 655 for the year 2007, Dulal Shaw, Shankar Shaw, Narayan Shaw, Shanti Shaw, Geeta Rani Shaw, Gopal Shaw, Dhanomuni Shaw, Manju Majumdar, Gauri Rani Shaw sold and transferred their respective share in Santu's Property to Laxmi Realtors Private Limited (now known as Eden Reality Ventures Private Limited).

4. Premises No. 53

- a. **Ownership of Kalipada Mondal:** By Deed of Conveyance dated 20th June, 1941, registered in the Office of the Sub-Registrar, Sealdah, recorded in Book No. I, Volume No. 34, Pages from 62 to 68, being deed no. 1356 for the year 1941, one Kalipada Mondal became sole and absolute owner of land admeasuring 4 (four) bigha 5 (five) *cottah* 2 (two) *chittack* and 30 (thirty) square feet, more or less in Municipal Premises No. 53, Canal Circular Road, Kolkata - 700054 (**Kalipada's Property**).
- b. **Demise of Kalipada Mondal:** The said Kalipada Mondal, a hindu male governed by the *Dayabhaga* School of Hindu Law, died intestate on 10th December, 1970, leaving behind surviving his widow namely, Pannamoyee Mondal, his 5 (five) sons namely, (1) Satya Charan Mondal, (2) Bhupati Charan Mondal, (3) Sripati Charan Mondal, (4) Balaram Mondal, (5) Nemai Chandra Mondal and his 4 (four) daughters namely, (1) Sailbala Mondal, (2) Radharani Sarkar, (3) Jogmaya

Mondal and (4) Leena Maity as his legal heirs and heiresses who became jointly entitled to Kalipada's Property.

- c. **Demise of Bhupati Charan Mondal:** The said Bhupati Charan Mondal, a hindu male governed by the *Dayabhaga* School of Hindu Law, died intestate on 23rd January, 1971, leaving behind surviving his legal heirs namely, (1) Monmona Rani Mondal, (2) Partha Sarathi Mondal, (3) Sujit Kumar Mondal, (4) Sanjay Kumar Mondal, (5) Goutam Kumar Mondal, (6) Karunamoyee Dolui and (7) Kaberi Kar (collectively **Partha Sarathi Mondal & Ors.**) who became jointly entitled to his undivided 1/9th (one ninth) share in Kalipada's Property.
- d. **Demise of Pannamoyee Mondal:** The said Pannamoyee Mondal, a hindu female governed by the *Dayabhaga* School of Hindu Law, died intestate on 17th November, 1972, leaving behind surviving her 5 (five) sons namely, (1) Satya Charan Mondal, (2) Bhupati Charan Mondal, (3) Sripati Charan Mondal, (4) Balaram Mondal, (5) Nemai Chandra Mondal and his 4 (four) daughters namely, (1) Sailbala Mondal, (2) Radharani Sarkar, (3) Jogmaya Mondal and (4) Leena Maity as his legal heirs and heiresses (collectively **Satya Charan & Ors.**) who became jointly entitled to her undivided share in Kalipada's Property.
- e. **Demise of Satya Charan Mondal:** The said Satya Charan Mondal, a hindu male governed by the *Dayabhaga* School of Hindu Law, died intestate on 2nd January, 1980, leaving behind surviving his widow namely, Sarala Mondal and his 6 (six) sons namely, (1) Niranjana Mondal, (2) Monoranjan Mondal, (3) Arun Kumar Mondal, (4) Uday Kumar Mondal, (5) Tapan Kumar Mondal, (6) Swapan Kumar Mondal and his 5 (five) daughters namely, (1) Bimala Dhawa, (2) Pramila Roy, (3) Gita Roy, (4) Niva Halder and (5) Sikha Chandra as his legal heirs who became jointly entitled to his undivided 1/9th (one ninth) share in Kalipada's Property.

- f. **Demise of Sarala Mondal:** The said Sarala Mondal, a hindu female governed by the *Dayabhaga* School of Hindu Law, died intestate on 7th May, 1998, leaving behind surviving her legal heirs namely, (1) Niranjana Mondal, (2) Monoranjan Mondal, (3) Arun Kumar Mondal, (4) Uday Kumar Mondal, (5) Tapan Kumar Mondal, (6) Swapan Kumar Mondal, (7) Bimala Dhawa, (8) Pramila Roy, (9) Gita Roy, (10) Niva Halder and (11) Sikha Chandra (collectively **Niranjana & Ors.**) who became jointly entitled to her undivided 1/12th (one twelfth) share out of the undivided 1/9th (one ninth) share in Kalipada's Property.
- g. **Demise of Shripati Charan Mondal:** The said Shripati Charan Mondal, a hindu male governed by the *Dayabhaga* School of Hindu Law, died intestate on 30th January, 1990, leaving behind surviving his legal heirs namely, (1) Sabita Mondal *alias* Sabita Rani Mondal, (2) Anjan Mondal, (3) Deepak Mondal, (4) Tapas Mondal, (5) Tarun Mondal, (6) Bharati Halder and (7) Arati Bera (collectively **Anjan Mondal & Ors.**), who became jointly entitled to his undivided 1/9th (one ninth) share in Kalipada's Property.
- h. **Demise of Balaram Mondal:** The said Balaram Mondal, a hindu male governed by the *Dayabhaga* School of Hindu Law, died intestate on 13th June, 1978, leaving behind surviving his legal heirs namely, (1) Anita Mondal, (2) Debabrata Mondal, (3) Subrata Mondal, (4) Sanghamitra Dinda, (5) Papri Bose, who became jointly entitled to his undivided 1/9th (one ninth) share in Kalipada's Property.
- i. **Demise of Anita Mondal:** The said Anita Mondal, a hindu female governed by the *Dayabhaga* School of Hindu Law, died intestate on 12th July, 1986, leaving behind surviving her legal heirs namely, (1) Debabrata Mondal, (2) Subrata Mondal, (3) Sanghamitra Dinda and (4) Papri Bose (collectively **Debabrata & Ors.**), who became jointly entitled to her undivided 1/5th (one fifth) share out of the undivided 1/9th (one ninth) share in Kalipada's Property.

- j. **Partition Suit:** In the year 1999, Niranjana & Ors. filed a Partition Suit in the Court of Civil Judge, Senior Division at Sealdah being Title Suit No. 84 of 1999 (Niranjana Mondal & Ors. v. Nemai Chandra Mondal & Ors.) (**Said Partition Suit**) against the remaining Co-owners being (1) Nemai Chandra Mondal, (2) Monmona Rani Mondal, (3) Partha Sarathi Mondal, (4) Sujit Kumar Mondal, (5) Sanjay Kumar Mondal, (6) Goutam Kumar Mondal, (7) Karunamoyee Dolui, (8) Kaberi Kar, (9) Sabita Mondal *alias* Sabita Rani Mondal, (10) Anjan Mondal, (11) Deepak Mondal, (12) Tapas Mondal, (13) Tarun Mondal, (14) Bharati Halder, (15) Arati Bera, (16) Debabrata Mondal, (17) Subrata Mondal, (18) Sanghamitra Dinda, (19) Papri Bose, (20) Sailbala Mondal, (21) Radharani Sarkar, (22) Jogmaya Mondal and (23) Leena Maity for the partition of Kalipada's Property amongst them by metes and bounds in accordance with their respective shares.
- k. **Compromise Petition:** The Said Partition Suit was decreed on 30th April, 2001 on the basis of a Compromise Petition dated 18th January, 2001 (**Said Compromise Petition**) whereby and where under the Parties to the Said Partition Suit were exclusively allotted their respective shares in Kalipada's Property. As per the Said Compromise Petition, Premises Nos. 53 and 67, Canal Circular Road, Kolkata-700054 out of Kalipada's Property was divided by way of demarcation and allotted to the Parties to the Said Partition Suit in the following manner:
- (1) Premises No. 53, Canal Circular Road, Kolkata-700054:**

Z Residency-Phase II

PLOT No. 2	Land admeasuring 7 (seven) <i>cottah</i> 13 (thirteen) <i>chittack</i> and 35 (thirty five) square feet, more or less	(1) Niranjan Mondal (2) Monoranjan Mondal (3) Arun Kumar Mondal (4) Uday Kumar Mondal (5) Tapan Kumar Mondal (6) Swapan Kumar Mondal (7) Bimala Dhawa (8) Pramila Roy (9) Gita Roy (10) Niva Halder (11) Sikha Chandra
PLOT No. 9	Land admeasuring 7 (seven) <i>cottah</i> 12 (twelve) <i>chittack</i> and 38 (thirty eight) square feet, more or less	Nemai Chandra Mondal
PLOT No. '1'	Land admeasuring 7 (seven) <i>cottah</i> 14 (fourteen) <i>chittack</i> , more or less	(1) Monmona Rani Mondal (2) Partha Sarathi Mondal (3) Sujit Kumar Mondal (4) Sanjay Kumar Mondal (5) Goutam Kumar Mondal (6) Karunamoyee Dolui (7) Kaberi Kar

Z Residency-Phase II

PLOT No. '8'	Land admeasuring 7 (seven) <i>cottah</i> 12 (twelve) <i>chittack</i> and 17 (seventeen) square feet, more or less	(1) Sabita Mondal <i>alias</i> Sabita Rani Mondal (2) Anjan Mondal (3) Deepak Mondal (4) Tapas Mondal (5) Tarun Mondal (6) Bharati Halder (7) Arati Bera
PLOT No. '7'	Land admeasuring 7 (seven) <i>cottah</i> 12 (twelve) <i>chittack</i> and 10 (ten) square feet, more or less	(1) Debabrata Mondal (2) Subrata Mondal (3) Sanghamitra Dinda (4) Papri Bose
PLOT No. '3'	Land admeasuring 10 (ten) <i>cottah</i> 5 (eleven) <i>chittack</i> and 17 (seventeen) square feet, more or less	Sailabala Mondal
PLOT No. '6'	Land admeasuring 1 (one) <i>cottah</i> 5 (five) <i>chittack</i> and 7 (seven) square feet, more or less	Radharani Sarkar
PLOT No. '5'	Land admeasuring 10 (ten) <i>cottah</i> 6 (six) <i>chittack</i> and 6 (six) square feet, more or less	Jogmaya Mondal
PLOT No. '4'	Land admeasuring 10 (ten) <i>cottah</i> 5 (five) <i>chittack</i> and 30 (thirty) square feet, more or less	Leena Maity

(2) Premises No. 67, Canal Circular Road, Kolkata-700054:

PLOT No. A	Land admeasuring 2 (two) <i>cottah</i> 11 (eleven) <i>chittack</i> and 24 (twenty four) square feet, more or less.	<ul style="list-style-type: none"> (1) Niranjn Mondal (2) Monoranjan Mondal (3) Arun Kumar Mondal (4) Uday Kumar Mondal (5) Tapan Kumar Mondal (6) Swapan Kumar Mondal (7) Bimala Dhawa (8) Pramila Roy (9) Gita Roy (10) Niva Halder (11) Sikha Chandra
PLOT No. B	Land admeasuring 16 (sixteen) <i>cottah</i> and 25 (twenty five) square feet, more or less	<p>Undivided 1/4th (one fourth) share was allocated to:</p> <ul style="list-style-type: none"> (1) Niranjn Mondal (2) Monoranjan Mondal (3) Arun Kumar Mondal (4) Uday Kumar Mondal (5) Tapan Kumar Mondal (6) Swapan Kumar Mondal

		<p>(7) Bimala Dhawa (8) Pramila Roy (9) Gita Roy (10) Niva Halder (11) Sikha Chandra</p>
		<p>Undivided 1/4th (one fourth) share was allocated to:</p> <p>Nemai Chandra Mondal</p>
		<p>Undivided 1/4th (one fourth) share was allocated to:</p> <p>(1) Sabita Mondal <i>alias</i> Sabita Rani Mondal (2) Anjan Mondal (3) Deepak Mondal (4) Tapas Mondal (5) Tarun Mondal (6) Bharati Halder (7) Arati Bera</p>
		<p>Undivided 1/4th (one fourth) share was allocated to:</p> <p>(1) Debabrata Mondal (2) Subrata Mondal (3) Sanghamitra Dinda</p>

		(4) Papri Bose
PLOT No. 'D' & '3'	Land admeasuring 3 (three) <i>cottah</i> 1 (one) <i>chittack</i> and 17 (seventeen) square feet, more or less	(1) Monmona Rani Mondal (2) Partha Sarathi Mondal (3) Sujit Kumar Mondal (4) Sanjay Kumar Mondal (5) Goutam Kumar Mondal (6) Karunamoyee Dolui (7) Kaberi Kar
PLOT No. '6'	Land admeasuring 9 (nine) <i>cottah</i> 3 (three) <i>chittack</i> and 5 (five) square feet, more or less	Radharani Sarkar

- l. **First Sale by Anjan Kumar Mondal & Ors. :** By a Deed of Conveyance dated 14th November, 2006, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, Volume No. 1, at Pages 1 to 26, being Deed No. 841 for the year 2007, Anjan Kumar Mondal, Dipak Kumar Mondal, Sabita Rani Mondal and Bharti Halder sold to Utsav Management Services Private Limited (presently Utsav Developers Private Limited), Silpi Saha, Ashok Mishra, Ritesh Kumar Rai, Binay Kumar Singh and Pankaj Kumar, 4/7th Portion, equivalent to 4 (four) *cottah* 7 (seven) *chittack* 9 (nine) square feet Being Plot No. 8 part of Premises 53.

- m. **Second Sale by Tapas Kumar Mondal & Ors. :** By a Deed of Conveyance dated 14th November, 2006, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, Volume No. 1, at Pages 1 to 26,

being Deed No. 840 for the year 2007, Tapas Kumar Mondal, Tarun Kumar Mondal, and Aarti Bera sold to Laxmi Realtors Private Limited (now known as Eden Reality Ventures Private Limited), Niranjana Rai, Arvind Das, Prabhakar Singh, Akshya Parashar, Sailesh Sukla, 3/7th Portion, equivalent to 3 (three) cottah 5 (five) chittacks 8 (eight) square feet, Being Plot No. 8 part of Premises 53.

- n. **Third Sale by Subrata Mondal & Anr. :** By a Deed of Conveyance dated 14th November, 2006, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, being Deed No. 846 for the year 2007, Subrata Mondal and Papri Bose sold to Laxmi Realtors Private Limited (now known as Eden Reality Ventures Private Limited), Niranjana Rai, Arvind Das, Prabhakar Singh, Akshya Parashar, Sailesh Sukla, 1/2 Portion, equivalent to 3 (three) cottah 14 (fourteen) chittacks 5 (five) square feet, Being Plot No. 2 part of Premises 53.
- o. **Fourth Sale by Debabrata Mondal & Anr. :** By a Deed of Conveyance dated 14th November, 2006, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, Volume No. 1, at Pages 1 to 23, being Deed No. 848 for the year 2007, Debabrata Mondal and Sanghamitra Dinda sold to Utsav Management Services Private Limited (presently Utsav Developers Private Limited), Silpi Saha, Ashok Mishra, Ritesh Kumar Rai, Binay Kumar Singh and Pankaj Kumar, 1/2 Portion, equivalent to 3 (three) cottah 14 (fourteen) chittacks 5 (five) square feet, Being Plot No. 7 part of Premises 53.
- p. **Fifth Sale by Nemai Chandra Mondal:** By a Deed of Conveyance dated 14th November, 2006, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, Volume No. 1, at Pages 1 to 24, being Deed No. 838 for the year 2007, Nemai Chandra Mondal sold to Utsav Management Services Private Limited (presently Utsav Developers Private Limited), Silpi Saha,

Ashok Mishra, Ritesh Kumar Rai, Binay Kumar Singh and Pankaj Kumar, 1/2 Portion, equivalent to 3 (three) cottah 14 (fourteen) chittacks 19 (Nineteen) square feet, Being Plot No. 9 part of Premises 53.

- q. **Sixth Sale by Nemai Chandra Mondal:** By a Deed of Conveyance dated 14th November, 2006, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, Volume No. 1, at Pages 1 to 24, being Deed No. 836 for the year 2007, Nemai Chandra Mondal sold to Laxmi Realtors Private Limited (now known as Eden Reality Ventures Private Limited), Niranjana Rai, Arvind Das, Prabhakar Singh, Akshya Parashar, Sailesh Sukla, 1/2 Portion, equivalent to 3 (three) cottah 14 (fourteen) chittacks 19 (nineteen) square feet, Being Plot No. 9 part of Premises 53.
- B. **Sale of Undivided Portion of First Phase Land:** By virtue of a Deed of Conveyance dated 13th October, 2010, registered in Book No. I, Volume No. 8, Pages from 3461 to 3479, being Deed No. 03760 for the year 2010, at the Office of the A.D.S.R. Sealdah, (1) Eden Realty Ventures Private Limited (2) Sailesh Sukla, (3) Pankaj Kumar, (4) Silpi Saha, (5) Prabhakar Singh, (6) Niranjana Rai, (7) Arvind Das, (8) Binay Kumar Singh, (9) Akshay Parashar, (10) Ashok Mishra, (11) Ritesh Kumar Rai and (12) Utsav Developers Private Limited, sold, transferred and conveyed an undivided 1% (one percent) share of the First Phase Land in favour of Sunidhi Estates Private Limited.
- c. **Arbitration Agreement:** Due to the disputes arisen in respect of the First Phase Land, the Owners of First Phase Land entered into an Arbitration Agreement dated 14th December, 2010 under which they agreed to refer the said disputes to the Learned Sole Arbitrator, Mr. Tanoy Chakraborty, Advocate. As per the said Arbitration Agreement, the Owner No. 15 has referred the said disputes to the Arbitration of the Learned Sole Arbitrator. The Learned Sole Arbitrator passed an Arbitral Award dated 23rd

September, 2011 (**Said Arbitral Award**) which was registered on 19th January, 2012, in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, CD Volume No. 2, at Pages 5692 to 5723, being No. 00718, for the year 2012. In lieu of the Said Arbitral Award, the Utsav Developers Private Limited retained its right, title and interest and relinquished all its right, title and interest over the portion of land admeasuring 2465.698 (two thousand four hundred and sixty five point six nine eight) square feet in Premises Nos. 47, 53 & 80, Canal Circular Road, Kolkata - 700054 and for the said relinquishment, received the equal portion of land equivalent to the relinquished land in Premises Nos. 51A, Canal Circular Road, Kolkata - 700054. As per the Said Arbitral Award, Utsav Developers Private Limited ceased to have any right over Premises Nos. 47, 53 & 80, Canal Circular Road, Kolkata - 700054 and became owner of land measuring 6890.998 (six thousand eight hundred and ninety point nine nine eight) square feet, more or less, equivalent to measuring 9 (nine) *cottah* 9 (nine) *chittack* and 8 (eight) square feet, more or less in Premises Nos. 51A, Canal Circular Road, Kolkata - 700054.

- D. **Ownership of Shivshakti Vincom Private Limited & Ors.:** By virtue of (i) a Deed of Conveyance dated 19th January, 2012, registered in the Office of the District Sub-Registrar-III, South 24 Parganas, Alipore, recorded in Book No. I, CD Volume No. 2, at Pages 605 to 633, being Deed No. 00463 for the year 2012, (ii) Deed of Conveyance dated 19th January, 2012, registered in the Office of the District Sub-Registrar-III, South 24 Parganas, Alipore, recorded in Book No. I, CD Volume No. 2, at Pages 714 to 741, being Deed No. 00468 for the year 2012, (iii) Deed of Conveyance dated 19th January, 2012, registered in the Office of the District Sub-Registrar-III, South 24 Parganas, Alipore, recorded in Book No. I, CD Volume No. 2, at Pages 1405 to 1431, being Deed No. 00469 for the year 2012 and (iv) Deed of Conveyance dated 19th January, 2012, registered in the Office of the District Sub-Registrar-III, South 24 Parganas, Alipore, recorded in Book No. I, CD Volume No. 2, at Pages 634 to 659,

being Deed No. 00470 for the year 2012, (1) Binay Kumar Singh (2) Ritesh Kumar Rai (3) Akshay Parashar (4) Pankaj Kumar (5) Silpi Saha (6) Niranjana Rai (7) Prabhakar Singh (8) Arvind Das (9) Sailesh Sukla and (10) Ashok Mishra had sold, transferred and conveyed their portion in the First Phase Land to (1) Shivshakti Vincom Private Limited (2) Saral Construction Advisory Private Limited (3) Bhagwati Vinimay Private Limited (4) Century Commosale Private Limited (5) Sudama Commodial Private Limited (6) Vishwakarma Marcom Private Limited (7) Sunidhi Realty Private Limited (8) Jansampark Vintrade Private Limited (9) Sai Dealmark Private Limited (10) Trance Dealcom Private Limited (11) Trance Tradelink Private Limited (12) Supersoft Vincom Private Limited and (13) Sunidhi Complex Private Limited, who became joint owners of the said First Phase Land.

E. Deed of Exchange: By a Deed of Exchange dated 11th November, 2013, registered at the Office of the D.S.R. III, Alipore, in Book No. I, CD Volume No. 21, at Pages 3496 to 3513, being Deed No. 10592 for the year 2013 (**Said Deed of Exchange**), The Owner Nos. 3.1 to 3.14 and Owner No. 3.15, mutually exchanged its ownership the land measuring 9 (nine) *cottah* 9 (nine) *chittack* and 8 (eight) square feet, more or less, in Municipal Premises No. 51A, Canal Circular Road, Kolkata - 700054 along with a portion of First Phase Land, being the land admeasuring 7 (seven) *cottah* 14 (fourteen) *chittack*, more or less, which was upon by separation and mutation was numbered as Premises No. 53B, Canal Circular Road, Kolkata - 700 054 (**Separated Premises**). Therefore, after the said Deed of Exchange, Utsav Developers Private Limited became the exclusive owner of the Separated Premises and ceased to have any right, title and interest over the First Phase Land.

F. Amalgamation & Mutation of First Phase Land: The Developer and Owners got the First Phase Land amalgamated and demarcated into a one premises, being land measuring 7 (seven) *bigha* 3 (three) *cottah* 11 (eleven) *chittacks* 22 (twenty two) square feet., more or less, comprised in Municipal Premises No. 47 (previously 47,80,53 and 51A), Canal Circular Road, Police

Station Phoolbagan, Kolkata - 700054, within the KMC, Sub-Registration District Sealdah, District South 24 Parganas, in the records of the KMC. The names of the Developer and Owners have been duly mutated in respect of the First Phase Land in the records of the KMC.

- G. Settlement:** In terms of the Order and Decree passed on 19th November, 2013, by the Hon'ble High Court at Calcutta in Civil Suit No. 374 of 2013 (Eden Realty Ventures Private Limited v. Sachchidanand Rai & Ors.) and further Settlement dated 9th February, 2016, it was agreed that Eden Realty Ventures Private Limited shall allocate the Flat, Parking Spaces and other transferrable spaces to Edencity Properties Private Limited out of its own allocation on the terms and conditions therein.

H. Ownership of Second Phase Land:

1. Premises No. 54A (formerly Premises 54)

- a. **Ownership of Chunibash Porey & Anr.:** Chunibash Porey and Raj Krishna Porey was the recorded owner and possessor of ALL THAT piece and parcel of land measuring about 6 (six) bigha, 18 (eighteen) cottah, 11 (eleven) chittack, together with structure erection building thereon being Holding Nos. 32 and 50, Sub Division VII, Division III, Dihi Surah, Mouza Kochnan, Police Station Beliaghata, Sub-Registry Office Sealdah, District South 24-Parganas previously 24-Parganas (Chunibash Porey & Anr. Land).
- b. **Sale to Sewakram Rooiya & Ors.:** By an Indenture dated 4th May, 1908 registered at the office of Sub-Registrar Sealdah, in Book No. I, Volume No. 21, Pages from 38 to 43, being Deed No. 1379 for the year 1908, Chunibash Porey and Raj Krishna Porey sold, conveyed and transferred Chunibash Porey and Anr.'s Land to Sewakram Rooiya, Bhoodurmali Rooiya and Chaturbhuj Rooiya, free from encumbrances.

- c. **Renumbering of Chunibash Porey and Anr.'s Land:** The Chunibash Porey and Anr.'s Land was known and numbered as Municipal Premises No. 54, Canal Circular Road, Kolkata 700054, in the records of Kolkata Municipal Corporation (previously Corporation of Calcutta).
- d. **First Oral Partition:** By an oral partition and by way of family arrangement made between Sewakram Rooiya, (2) Bhoodurmal Rooiya and (3) Chaturbhuj Rooiya, the said Bhoodurmal Rooiya was exclusively allocated the Chunibash Porey and Anr.'s Land in exclusion of other co-owners namely, said Sewakram Rooiya and Chaturbhuj Rooiya.
- e. **Ownership of Bhoodurmal Rooiya:** In the above-mentioned circumstances, Bhoodurmal Rooiya became the sole and exclusive owner of the Chunibash Porey and Anr.'s Land (**Bhoodurmal's Land**).
- f. **Demise of Bhoodurmal Rooiya:** The said Bhoodurmal Rooiya died intestate in the year 1923 (before the Hindu Succession Act, 1956 came into force) leaving behind him his 2 (two) sons namely Gouri Shankar Rooiya alias Gouri Shankar Ruia and Narayan Prasad Rooiya alias Narayan Prasad Ruia, who became the joint owners of the Bhoodurmal's Land.
- g. **Second Oral Partition:** By an Oral Partition and by way of Family Arrangement made between the Gouri Shankar Rooiya alias Gouri Shankar Ruia and Narayan Prasad Rooiya alias Narayan Prasad Ruia while seized and possessed of and/or otherwise well and sufficiently entitled to the Bhoodurmal's Land, whereby and whereunder the said Narayan Prasad Ruia was exclusively allotted the Bhoodurmal's Land in exclusion of other co-owner namely Gouri Shankar Ruia.
- h. **Ownership of Narayan Prasad Ruia:** Pursuant to abovementioned partition, Narayan Prasad Ruia became the sole and the absolute owner of the Bhoodurmal's Land and

he exercised all acts of ownership in respect of Bhoodurmāl's Land in exclusion of other co-owners.

- i. **Sale to Vinod Kumar Jaiswal & Anr.:** By a Deed of Conveyance dated 30th May, 1984 registered in the Office of District Registrar, Alipore, District South 24 Parganas, in Book No. 1, Volume No. 38, Pages from 442 to 420, being Deed No. 7156 for the year 1984, Narayan Prasad Ruia sold, transferred, conveyed and assigned a demarcated portion of the Bhoodurmāl's Land measuring about 5 (five) Cottahs, 3 (three) Chittacks, to (1) Vinod Kumar Jaiswal, (2) Pramod Kumar Jaiswal and (3) Sri Subodh Kumar Jaiswal, free from all encumbrances.
- j. **Creation of HUF:** Narayan Prasad Ruia created a Hindu Undivided Family (HUF) and brought the remaining land, being 6 (six) Bigha, 13 (thirteen) Cottahs, 8 (eight) Chittacks under the purview of M/s. Narayan Prasad Ruia HUF, wherein Narayan Prasad Ruia, acted as the Karta of the said M/s. Narayan Prasad Ruia HUF.
- k. **Demise of Narayan Prasad Ruia:** On 29th July, 1984 Narayan Prasad Ruia, a Hindu, governed by the Dayabhaga School of Hindu Law, died intestate leaving behind him surviving his wife namely Smt. Bisakha Devi (since deceased), 3 (three) sons namely (1) Surendra Kumar Ruia (who predeceased in the year 1965) (2) Mahendra Kumar Ruia and (3) Mahesh Kumar Ruia (since deceased) who became the Co - Parcener in the HUF, 4 (four) daughters namely, (1) Smt. Kusum Devi Agarwal (since deceased), (2) Smt. Prem Lata Nathani (since deceased), (3) Smt. Aruna Ruia (since deceased) and (4) Smt. Sudha Dalmia as his only legal heirs and successors.
- l. **Ownership of Vivek Bulb Industries Private Limited:** After the demise of Mahendra Kumar Ruia, acting as the Karta of M/s. Narayan Prasad Ruia HUF, as the Vendor by a registered Deed of Conveyance dated 30th March, 1992 registered in the office of District Sub-Registrar, Alipore,

South 24 Parganas, recorded in Book No. Volume No. 104, being Deed No. 05729 for the year 1992, sold, transferred, conveyed and assigned the Said Premises to Vivek Bulb Industries Private Limited (the Vendor herein) and the said transaction was confirmed and ratified by the said coparcener Mr. Mahesh Kumar Ruia (deceased) of the said M/s. Narayan Prasad Ruia, HUF, by (i) Smt. Bisakha Devi Ruia, (ii) Smt. Kusum Devi Agarwal (since deceased), (iii) Smt. Prem Lata Nathani (since deceased), (iv) Smt. Aruna Ruia (since deceased) and (v) Smt. Sudha Dalmia through Smt. Sudha Dalmia for self and as the Constituted Attorney of Smt. Kusum Devi Agarwal, Premlata Nathani and Smt. Aruna Ruia, as the Confirming Parties to confirm and affirm the sale of the Said Premises, on behalf of said M/s. Narayan Prasad Ruia, HUF.

- m. **Mutation:** Vivek Bulb Industries Private Limited (the Vendor herein) got his name mutated in the records of the Assessment-Collection Department of the Kolkata Municipal Corporation with respect to the Said Premises vide Assessee No. 110310100640 and duly paid municipal taxes thereof and is utilizing the Said Premises for its use since then.
- n. The said Narayan Prasad Ruia who sold a demarcated about 5 (five) Cottahs , 3 (three) Chittacks, portion and thereafter his son Mahendra Kumar Ruia, who sold the entire residuary portion of the said Premises No. 54, Canal Circular Road, Calcutta through his HUF to the present Vendor had got the said property by under a compromise Decree dated 17th January, 1947 purported to have been passed in respect of a Partition Suit No. 702 of 1943 at Calcutta High Court filed by the said Narayan Prasad Ruia against his immediate co-sharers of Bhuddarmal Ruia branch but upon going through the case records of the said Partition Suit No. 702 of 1943 it is found that particularly the Premises No. 54, Canal Circular Road, Calcutta is not mentioned in the Schedule of properties which were the jointly held by the descendants of Bhuddarmal Ruia branch and which were subject matter of partition by metes

and bounds. The absence of mention of the Premises No. 54, Canal Circular Road, Calcutta as the subject matter of partition in the said Suit No. 702 of 1943 leads one to the conclusion that the Said Premises was absolutely allotted to the said Narayan Prasad Ruia, since deceased being son of the said Bhuddarmal Ruia ever before the filing of the said partition suit by the entire of the then Ruia family who could have were the co-owners of the joint properties of the larger Ruia family and for confirming the said issue all the present surviving descendants of the larger Ruia family are joining herein as the Confirming Parties so that a good, undisputed and clear title is passed on to the Purchasers herein.

- o. It is also recorded that 3 (three) ancestors of the larger Ruia family namely Sevakram Ruia, Bhuddarmal Ruia and Chaturbhuj Ruia all sons of Late Jugal Kishore Ruia had by a registered Deed of Conveyance being Deed No. 1378 of 1908 purchased the entire of Said Premises, i.e. Premises No. 54, Canal Circular Road, therein shown having a land area of 7 (seven) Bighas, 2 (two) Cotthas, more or less, and now the Confirming Parties herein particularly the elder Constituents of the Confirming Parties after carefully having gone through their internal and old family records have confirmed that by the common consensus of the then Constituents of the larger Ruia family had allotted the said Premises No. 54, Canal Circular Road, Calcutta exclusively and individually to said Narayan Prasad Ruia son of Bhuddarmal Ruia on or before 1942, particularly due to the elder brother of Narayan Prasad Ruia namely Gouri Shankar Ruia having died in the year 1937 and thus several other joint properties as are listed under the Schedule appended to the Plaint filed in the said Partition Suit No. 702 of 1943 were segregated and exclusively allotted to the heirs of Late Bhuddarmal Ruia collectively by an oral Family Partition which also took place on or before 1942 and the said Narayan Prasad Ruia then being the eldest member out of the descendants of Late Bhuddarmal Ruia insisted that Premises No. 54, Canal Circular Road, Calcutta should not form part of the joint allotment of the said Bhuddarmal Ruia

Branch but must be allotted to Narayan Prasad Ruia in his individual capacity so that he could work upon it immediately without waiting for a formal partition decree through a Partition Suit which would take some time and therefore he was exclusively and was separately allotted the said Premises No. 54, Canal Circular Road, Calcutta.

- p. The Confirming Parties being the present surviving Descendants of the Larger Ruia Family who could have claimed any stake upon the said Premises No. 54, Canal Circular Road, Calcutta have joined these presents in order to confirm the devolution of title in favour of the Vendor herein on the basis of above recorded averments and otherwise, especially the Said First Oral Partition and the Second First Oral Partition also by declaring their consents as having no right, title or interest over or in respect of the said Premises No. 54, Canal Circular Road, Calcutta of any part thereof of any manner or nature whatsoever. It is also hereby recorded that the hierarchy of the Confirming Parties is set out under the 3rd Schedule hereunder written to the end and intent that want of any registered instrument declaring the absolute title of the said Vendor therein namely Mahendra Kumar Ruia as the Karta of the HUF along with coparceners and other legal heirs of Narayan Prasad Ruia who sold the said premises to the Vendor herein could be legally taken care of and the title of the Vendor herein is established once and for all.
- q. **Sale by Vivek Bulb:** By a deed of Conveyance dated 27th September, 2022 registered at the Office of the District Sub-Registrar-III, South 24 Parganas, Alipore, in Book No. I, Volume No.1603-2023, Pages from 74616 to 74661, being Deed No. 160302384 for the year 2023, VBIPL, sold, conveyed and transferred the land admeasuring 1 (one) Cottah more or less, comprised in Municipal Premises No. 54, Canal Circular Road, Police Station Phoolbagan, Kolkata-700054, within the limits of the KMC, Sub-Registration District Sealdah, District South 24 Parganas to the said (1) Eden Realty Ventures Private Limited (2) Shivshakti Vincom

Private Limited (3) Saral Construction Advisory Private Limited (4) Bhagwati Vinimay Private Limited (5) Century Commosale Private Limited (6) Sudama Commodeal Private Limited (7) Vishwakarma Marcom Private Limited (8) Sunidhi Realty Private Limited (9) Jansampark Vintrade Private Limited (10) Sai Dealmark Private Limited (11) Trance Dealcom Private Limited (12) Trance Tradelink Private Limited (13) Supersoft Vincom Private Limited (14) Sunidhi Complex Private Limited, (15) Utsav Developers Private Limited (16) Edencity Properties Private Limited and (17) Mechano International Private Limited and the Sunidhi Estates Private Limited.

2. Premises No. 53B

- a. **Ownership of UDPL:** By virtue of the Said Deed of Exchange, UDPL, became the sole and absolute owner of the Separated Premises being land admeasuring 7 (seven) *cottah* 14 (fourteen) *chittack*, more or less, in Municipal Premises No. 53B, Canal Circular Road, Kolkata - 700054 (**UDPL's Property**).
- b. **Sale by UDPL to Eden:** By virtue of a Deed of Conveyance dated 15th February, 2016, registered in the Office of the District Sub-Registrar III, South 24 Parganas, recorded in Book No. I, Volume No. 1603-2016, Pages from 24258 to 24285, being Deed No. 0739 for the year 2016, UDPL, sold, transferred and conveyed undivided 1% (one percent) share of UDPL's Property in Municipal Premises No. 53B, Canal Circular Road, Police Station Phoolbagan, Kolkata - 700054, within the limits of the KMC, Sub-Registration District Sealdah, District South 24 Parganas to Edencity Properties Private Limited.
- c. **Sale by UDPL & Anr.:** By a deed of Conveyance dated 9th February, 2023 registered at the Office of the District Sub-Registrar-III, South 24 Parganas, Alipore, in Book No. I, Volume No. 1603-2023, Pages from 83332 to 83362, being

Deed No. 160302722 for the year 2023, the said UDPL and Edencity Properties Private Limited, sold, conveyed and transferred the land admeasuring 1 (one) *Cottah* more or less, comprised in Municipal Premises No. 53B, Canal Circular Road, Police Station Phoolbagan, Kolkata- 700054, within the limits of the KMC, Sub-Registration District Sealdah, District South 24 Parganas to (1) Vivek Bulb Industries Private Limited, (2) Eden Realty Ventures Private Limited (3) Shivshakti Vincom Private Limited (4) Saral Construction Advisory Private Limited (5) Bhagwati Vinimay Private Limited (6) Century Commosale Private Limited (6) Sudama Commodeal Private Limited (7) Vishwakarma Marcom Private Limited (8) Sunidhi Realty Private Limited (9) Jansampark Vintrade Private Limited (10) Sai Dealmark Private Limited (11) Trance Dealcom Private Limited (12) Trance Tradelink Private Limited (13) Supersoft Vincom Private Limited, (14) Mechano International Private Limited (15) Sunidhi Complex Private Limited (16) Mechano International Private Limited and (17) Sunidhi Estates Private Limited.

3. Premises No. 53A (formerly Premises No. 53)

- a. **Ownership of Sailabala:** By virtue of the Said Partition Suit and the Said Compromise Petition, Sailabala Mondal, became an absolute owner of the land admeasuring 10 (ten) *cottah* 5 (five) *chittack* 17 (seventeen) square feet, more or less, together with structures erected thereon, in Municipal Premises No. 53(now renumbered as 53A), Canal Circular Road, Kolkata - 700054 (**Sailabala's Property**).

- b. **First Sale to Mechano International:** By a deed of conveyance dated 24th October, 2002, registered in the Office of the Additional Registrar of Assurances I, Kolkata, recorded in Book No. I, Volume No. I, Pages from 1 to 9, being deed no. 01512 for the year 2003, the said Sailbala Mondal had sold,

transferred and conveyed Sailbala's Property to Mechano International Private Limited.

- c. **Ownership of Leena:** By virtue of the Said Partition Suit and the Said Compromise Petition, Leena Maity, became an absolute owner of the land admeasuring 10 (ten) *cottah* 5 (five) *chittack* 30 (thirty) square feet, more or less, together with structures erected thereon, in Municipal Premises No. 53 (now renumbered as 53A), Canal Circular Road, Kolkata - 700054 (**Leena's Property**).
- d. **Second Sale to Mechano International:** By a deed of conveyance dated 24th October, 2002, registered in the Office of the Additional Registrar of Assurances I, Kolkata, recorded in Book No. I, Volume No. I, Pages from 1 to 9, being deed no. 01503 for the year 2003, the said Leena Maity had sold, transferred and conveyed Leena's Property to Mechano International Private Limited.
- e. **Ownership of Jogmaya Mondal:** By virtue of the Said Partition Suit and the Said Compromise Petition, the said Jogmaya Mondal became the owner of the land admeasuring 10 (ten) *cottah* 6 (six) *chittack* and 6 (six) square feet, more or less, together with structures erected thereon, comprised in Municipal Premises No. 53 (now renumbered as 53A), Canal Circular Road, Police Station Phoolbagan, Kolkata - 700054, within the limits of the KMC, Sub-Registration District Sealdah, District South 24 Parganas (**Jogmaya's Property**).
- f. **Third Sale to Mechano International:** By a deed of conveyance dated 24th October, 2002, registered in the Office of the Additional Registrar of Assurances I, Kolkata, recorded in Book No. I, Volume No. I, Pages from 1 to 9, being Deed No. 01507 for the year 2003, the said Jogmaya Mondal had sold, transferred and conveyed Jogmaya's Property to Mechano International Private Limited.

- g. Ownership of Radharani Sarkar:** By virtue of the Said Partition Suit and the Said Compromise Petition, the said Radharani Sarkar became the an absolute owner of Plot No. 6 being land admeasuring 1 (one) *cottah* 5 (five) *chittack* and 7 (seven) square feet, more or less, together with structures erected thereon, comprised in Municipal Premises No. 53 (now renumbered as 53A), Canal Circular Road, Kolkata - 700054, within the limits of the KMC, Sub-Registration District Sealdah, District South 24 Parganas (**Radharani's First Property**).
- h. Fourth Sale to Mechano International:** By a deed of conveyance dated 24th October, 2002, registered in the Office of the Additional Registrar of Assurances I, Kolkata, recorded in Book No. I, Volume No. I, Pages from 1 to 10, being deed no. 01505 for the year 2003, the said Radharani Sarkar had sold, transferred and conveyed Radharani's First Property to Mechano International Private Limited.
- i. Ownership of Niranjan Mondal & Ors:** By virtue of the Said Partition Suit and the Said Compromise Petition, Niranjan Mondal, Uday Kumar Mondal, Tapan Kumar Mondal, Swapan Kumar Mondal, Bimla Dhawa, Pramila Roy, Gita Roy, Niva Halder, Sikha Chanda, Nilanjana Mondal and Sandhya Mondal (**Niranjan Mondal & Ors.**) became the joint owners of Plot No. 2 being the land admeasuring 7 (seven) *cottah* 13 (thirteen) *chittack* and 35 (thirty five) square feet, more or less, together with structures erected thereon, comprised in Municipal Premises No. 53 (now renumbered as 53A), Canal Circular Road, Police Station Phoolbagan, Kolkata - 700054, within the limits of the KMC, Sub-Registration District Sealdah, District South 24 Parganas (**Niranjan and Ors.' Property**).
- j. Fifth Sale to Mechano International:** By a deed of conveyance dated 21st November, 2002, registered in the Office of the Additional Registrar of Assurances I, Kolkata, recorded in Book No. I, Volume No. I, Pages from 1 to 13, being deed

no. 11212 for the year 2005, the said Niranjana Mondal & Ors. sold, transferred and conveyed Niranjana and Ors.' Property to Mechano International Private Limited.

- k. Sale by Mechano International:** By a deed of Conveyance dated 9th February, 2023, registered at the Office of the District Sub-Registrar-III, South 24 Parganas, Alipore, in Book No. I, Volume No.1603-2023, Pages from 83363 to 83392, being Deed No. 160302721 for the year 2023, Mechano International Private Limited sold, conveyed and transferred (i) land admeasuring 1 (one) *Cottah* more or less, comprised in Municipal Premises No. 53A (formerly Premises No. 53), Canal Circular Road, Police Station Phoolbagan, Kolkata- 700054, within the limits of the KMC, Sub-Registration District Sealdah, District South 24 Parganas to the said (1) Eden Realty Ventures Private Limited (2) Shivshakti Vincom Private Limited (3) Saral Construction Advisory Private Limited (4) Bhagwati Vinimay Private Limited (5) Century Commosale Private Limited (6) Sudama Commodial Private Limited (7) Vishwakarma Marcom Private Limited (8) Sunidhi Realty Private Limited (9) Jansampark Vintrade Private Limited (10) Sai Dealmark Private Limited (11) Trance Dealcom Private Limited (12) Trance Tradelink Private Limited (13) Supersoft Vincom Private Limited (14) Sunidhi Complex Private Limited and (15) Utsav Developers Private Limited (16) Edencity Properties Private Limited and (17) Vivek Bulb Industries Private Limited and (18) Sunidhi Estates Private Limited.

4. Premises No. 67/1C (formerly Premises No. 67)

- a. Ownership of Radharani Sarkar:** By virtue of the Said Partition Suit and the Said Compromise Petition, the said Radharani Sarkar became the an absolute owner of Plot No. 6 being land admeasuring 9 (nine) *cottah* 3 (three) *chittack* and 5 (five) square feet, more or less, together with structures erected thereon, comprised in Municipal Premises No. 67, Canal Circular Road, Kolkata - 700054, within the limits of

the KMC, Sub-Registration District Sealdah, District South 24 Parganas (**Radharani's Second Property**).

- b. **Sale to Mechano International:** By a deed of conveyance dated 24th October, 2002, registered in the Office of the Additional Registrar of Assurances I, Kolkata, recorded in Book No. I, Volume No. I, Pages from 1 to 10, being Deed No. 01505 for the year 2003, the said Radharani Sarkar had sold, transferred and conveyed Radharani's Second Property to Mechano International Private Limited.

- c. **Sale by Mechano International:** By a deed of Conveyance dated 9th February, 2023 registered at the Office of the District Sub-Registrar-III, South 24 Parganas, Alipore, in Book No. I, Volume No. 1603-2023, Pages from 83091 to 83120, being Deed No. 160302715 for the year 2023, respectively, Mechano International Private Limited sold, conveyed and transferred, land admeasuring 0.50 (zero point five zero) *Cottah* more or less, comprised in Municipal Premises No. 67/1C, Canal Circular Road, Police Station Phoolbagan, Kolkata- 700054, within the limits of the KMC, Sub-Registration District Sealdah, District South 24 Parganas, respectively; to the said (1) Eden Realty Ventures Private Limited (2) Shivshakti Vincom Private Limited (3) Saral Construction Advisory Private Limited (4) Bhagwati Vinimay Private Limited (5) Century Commosale Private Limited (6) Sudama Commodeal Private Limited (7) Vishwakarma Marcom Private Limited (8) Sunidhi Realty Private Limited (9) Jansampark Vintrade Private Limited (10) Sai Dealmark Private Limited (11) Trance Dealcom Private Limited (12) Trance Tradelink Private Limited (13) Supersoft Vincom Private Limited (14) Sunidhi Complex Private Limited and (15) Utsav Developers Private Limited, (16) Edencity Properties Private Limited and (17) Vivek Bulb Industries Private Limited and (18) Sunidhi Estates Private Limited.

5. Premises No. 67

- a. **Ownership of Niranjan Mondal & Ors.:** By virtue of the Said Partition Suit and the Said Compromise Petition, the said (1) Niranjan Mondal, Sandhya Mondal, Arun Mondal, Uday Mondal, Tapan Mondal, Swapan Mondal, Debashish Dhawa, Pramila Roy, Gita roy, Niva Halder, Sikha Chanda, Shobhna Mondal, Enakshi Guru, Bani Mondal, Surajit Mondal, Sananda Mondal, Tapas Mondal, Tarun Kumar Mondal, Kamala Mondal, Ashok Kumar Halder, Arpan Mondal, Argha Halder, Aarti Bera, Debabrata Mondal, Subrata Mondal (collectively **Niranjan Mondal & Ors.**), became joint owners of Plot No. B being land admeasuring 16 (sixteen) *cottah* and 25 (twenty five) square feet, more or less, in Municipal Premises No. 67, Canal Circular Road, Police Station Phoolbagan, Kolkata- 700054.
- b. **Sale to Mechano International & Ors.:** By a deed of Conveyance dated 27th September, 2022, registered at the Office of the District Sub-Registrar III, Alipore, South 24 Parganas, in Book No. I, Volume No. 1603-2022, Pages from 602126 to 602203, being Deed No. 18490 for the year 2022, Niranjana Mondal & Ors. sold, transferred and conveyed the land admeasuring 13 (thirteen) *cottah*, more or less [out of 16 (sixteen) *cottah* and 25 (twenty five) square feet, more or less] in Municipal Premises No. 67, Canal Circular Road, Police Station Phoolbagan, Kolkata- 700054, to the (1) Eden Realty Ventures Private Limited (2) Shivshakti Vincom Private Limited (3) Saral Construction Advisory Private Limited (4) Bhagwati Vinimay Private Limited (5) Century Commosale Private Limited (6) Sudama Commodeal Private Limited (7) Vishwakarma Marcom Private Limited (8) Sunidhi Realty Private Limited (9) Jansampark Vintrade Private Limited (10) Sai Dealmark Private Limited (11) Trance Dealcom Private Limited (12) Trance Tradelink Private Limited (13) Supersoft Vincom Private Limited (14) Sunidhi Complex Private Limited and (15) Utsav Developers Private Limited (17) Vivek Bulb Industries Private Limited (18) Mechano International Private Limited and (19) Edencity Properties Private Limited.

6. Premises No. 47

- a. **Ownership of Eden Realty & Ors.:** By (1) Deed of Conveyance dated 24th November, 2004, registered in the Office of the Additional District Sub-Registrar, Sealdah, recorded in Book No. I, Volume No. 29, at Pages 292 to 315, being Deed No. 655 for the year 2007; (2) Deed of Conveyance dated 30th August, 2004, registered in the Office of the Additional District Sub-Registrar, Sealdah, recorded in Book No. I, Volume No. 29, at Pages 280 to 291, being Deed No. 654 for the year 2007 (3) Deed of Conveyance dated 20th October, 2006, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, Volume No. 1, at Pages 1 to 30, being Deed No. 834 for the year 2007 (4) Deed of Conveyance dated 13th October, 2010, registered in Book No. I, Volume No. 8, Pages from 3461 to 3479, being Deed No. 03760 for the year 2010, at the Office of the A.D.S.R. Sealdah and (5) Deed of Conveyance dated 19th January, 2012, registered in the Office of the District Sub-Registrar-III, South 24 Parganas, Alipore, recorded in Book No. I, CD Volume No. 2, at Pages 1405 to 1431, being Deed No. 00469 for the year 2012, (1) Eden Realty Ventures Private Limited (2) Shivshakti Vincom Private Limited (3) Saral Construction Advisory Private Limited (4) Bhagwati Vinimay Private Limited (5) Century Commosale Private Limited (6) Sudama Commodial Private Limited (7) Vishwakarma Marcom Private Limited (8) Sunidhi Realty Private Limited (9) Jansampark Vintrade Private Limited (10) Sai Dealmark Private Limited (11) Trance Dealcom Private Limited (12) Trance Tradelink Private Limited (13) Supersoft Vincom Private Limited and (14) Sunidhi Complex Private Limited and (15) Sunidhi Estates Private Limited became the joint owners of Municipal Premises No. 47, Canal Circular Road, Police Station Phoolbagan, Kolkata- 700054.
- b. **Sale to Vivek Bulb & Ors.:** By a deed of Conveyance dated 9th February, 2023 registered at the Office of the the District Sub-Registrar-III, South 24 Parganas, Alipore, in Book No. I,

Volume No. 1603-2023, Pages from 83418 to 83450, being Deed No. 160302723 for the year 2023, (1) Eden Realty Ventures Private Limited (2) Shivshakti Vincom Private Limited (3) Saral Construction Advisory Private Limited (4) Bhagwati Vinimay Private Limited (5) Century Commosale Private Limited (6) Sudama Commodeal Private Limited (7) Vishwakarma Marcom Private Limited (8) Sunidhi Realty Private Limited (9) Jansampark Vintrade Private Limited (10) Sai Dealmark Private Limited (11) Trance Dealcom Private Limited (12) Trance Tradelink Private Limited (13) Supersoft Vincom Private Limited and (14) Sunidhi Complex Private Limited And the Owner/Developer sold, conveyed and transferred the land admeasuring 1 (one) *Cottah* more or less, comprised in Municipal Premises No. 47, Canal Circular Road, Police Station Phoolbagan, Kolkata- 700054, within the limits of the KMC, Sub-Registration District Sealdah, District South 24 Parganas to Vivek Bulb Industries Private Limited, Mechano International Private Limited, UDPL and Edencity Properties Private Limited.

- I. **Amalgamation & Mutation of Larger Property:** The First Phase Land and the Second Phase Land amalgamated and demarcated into one premises, being land measuring 17 *bigha* 19 *cottah* 4 *chittak* 32 square feet, [as per physical measurement 17 *bigha* 13 *cottah* 7 *chittak* 22 square feet] more or less, comprised in Municipal Premises No. 47, Canal Circular Road, Police Station Phoolbagan, Kolkata - 700054, within the KMC, Sub-Registration District Sealdah, District South 24 Parganas, in the records of the KMC. The names of the Owners have been duly mutated in respect of the Larger Property in the records of the KMC.
- J. **Ownership of Larger Property:** In the above manner, (1) Eden Realty Ventures Private Limited (2) Shivshakti Vincom Private Limited (3) Saral Construction Advisory Private Limited (4) Bhagwati Vinimay Private Limited (5) Century Commosale Private Limited (6) Sudama Commodeal Private Limited (7) Vishwakarma Marcom Private Limited (8) Sunidhi Realty Private Limited (9) Jansampark Vintrade Private Limited (10) Sai

Dealmark Private Limited (11) Trance Dealcom Private Limited (12) Trance Tradelink Private Limited (13) Supersoft Vincom Private Limited (14) Sunidhi Complex Private Limited (15) Utsav Developers Private Limited (16) Sunidhi Estates Private Limited (17) Mechano International Private Limited (18) Vivek Bulb Industries Private Limited (19) Edencity Properties Private Limited (collectively **Owners of Larger Property**) became the joint owners of the First Phase Land and the Second Phase Land, which collectively formed the Larger Property being (a) First Phase Land i.e. land measuring 7 (seven) *bigah* 3 (three) *cottah*, 11 (eleven) *chittak*, 22 (twenty two) square feet, more or less, (b) the Second Phase Land i.e. land measuring 10 (ten) *bigah* 15 (fifteen) *cottah*, 9 (nine) *chittak*, 10 (ten) square feet more or less, aggregating to Larger Property i.e. land measuring 17 (seventeen) *bigah* 19 (nineteen) *cottah*, 4 (four) *chittak*, 32 (thirty two) square feet, comprised in 47, Canal Circular Road, Police Station Phoolbagan, Kolkata - 700054, within the limits of the KMC, Sub-Registration District Sealdah, District South 24 Parganas.

Further, under the First Phase Development Agreement, it was also agreed and recorded that the demarcation/division of the Larger Property into the First Phase Land and the Second Phase Land/First Phase Land was only notional and only being done to facilitate the construction and completion of the Larger Project into 2 (two) separate phases as hereinbefore recited and that notwithstanding the aforesaid demarcation/division of the Larger Property, upon the completion of the Larger Project, the transferees of both the First Phase Land/ and the Second Phase Land would, as members of the Association, have undivided, impartible, proportionate and variable share in all common areas (including the land of the Larger Property) comprised in the entirety of the Larger Property/Larger Project.

Z Residency-Phase II

16. Execution and Delivery

16.1 **In Witness Whereof** the Parties have executed and delivered this Conveyance on the date mentioned above.

Sunidhi Estates Private Limited

represented by their _____

[Vendor/Developer]

represented by their _____

[Owners/Confirming Party]

[Buyer]

Drafted by:

Advocate

Witnesses:

Signature _____

Signature _____

----- Name_____	----- Name_____
----- Father's Name	----- Father's Name
----- Address_____	----- Address_____
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Memo of Consideration

Received from the within named Buyer the within mentioned sum of Rs. _____/-(Rupees _____) towards full and final payment of the Consideration for the Said Apartment And Appurtenances described in **2nd Schedule** above.

represented by their _____

[]

Witnesses:

Signature_____ Signature_____

Name : Name :

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