

DEED OF CONVEYANCE

1. Date :

2. Place : Kolkata

3. Parties :

3.1 USHA CHAKRABORTY [PAN. AOTPC3350C], [AADHAAR NO. 658245890696] [DOB : 19.03.1975] [MOBILE NO. 9007732725], wife of Late Tapas Chakraborty, daughter in law of Late Jiban Kumar Chakraborty, by faith - Hindu, by occupation - House wife, by nationality - Indian, residing at F/F-7/1, Hatiara Road, P.O. Jyangra, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal.

3.1.1 SOUMI CHAKRABORTY [PAN. CQDPC1209A], [AADHAAR NO. 686925256902] [DOB : 30.12.2003] [MOBILE NO. 7439466202], daughter of Late Tapas Chakraborty, grand daughter of Late Jiban Kumar Chakraborty, by faith - Hindu, by occupation - Student, by nationality - Indian, residing at F/F-7/1, Hatiara Road, P.O. Jyangra, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal.

3.1.2 RAKHI BHATTACHARYA [PAN. BZTPB3881P], [AADHAAR NO. 258137296936] [DOB : 05.01.1971] [MOBILE NO. 8601201687], wife of Tara Nath Bhattacharya, daughter of Late Jiban Kumar Chakraborty, by faith - Hindu, by occupation - House wife, by nationality - Indian, residing at D-32/153, Devnathpura, Bangalitola, P.O. Bangalitola, P.S. Dashashwmech, District - Varanasi, Pin - 221001, Uttar Pradesh.

3.1.3 MADHABI SAHA [PAN. DVOPS7522H], [AADHAAR NO. 824973117903] [DOB : 02.01.1976] [MOBILE NO. 9330795665], wife of Goutam Saha, daughter of Late Jiban Kumar Chakraborty, by faith - Hindu, by occupation - House wife, by nationality - Indian, residing at 6, Khalisha Kota Pally, Birati, P.O. Birati, P.S. Dum Dum, Kolkata - 700051, District North 24 Parganas, West Bengal.

3.1.4 PRADIP SINHA [PAN. AJZPS8554M], [AADHAAR NO. 588138161669], [D.O.B. : 06.02.1968] & [MOBILE NO. 9804716610], son of Late Balaram Sinha & Late Saraswati Sinha, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at F/F-7, Hatiara Road, Rajarhat Gopalpur (M), P.O. Jyangra, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal.

3.1.5 PURNIMA CHAKRABORTY [PAN. AXMPC5552A], [AADHAAR NO. 716273436831], [D.O.B. : 01.01.1969] & [MOBILE NO. 9830622770], wife of Ratan Chakraborty, daughter of Late Balaram Sinha & Late Saraswati Sinha, by faith - Hindu, by occupation - House wife, by nationality - Indian, residing at 41, Yogipara Road, South Dum Dum (M), P.O. Dum Dum, P.S. Dum Dum, Kolkata - 700028, District North 24 Parganas, West Bengal.

Contd.....2

- 5.1.6 **TUNU KAHAR [PAN. DZFPK0760Q], [AADHAAR NO. 791536638965], [D.O.B. : 01.01.1969] & [MOBILE NO. 8442902801]**, wife of Mohan Ram Kahar, daughter of Late Balaram Sinha & Late Saraswati Sinha, by faith - Hindu, by occupation - House wife, by nationality - Indian, residing at 14/16, Sujan Bagan, Kathgola More, Chinchurah(p) P.O. Chinchurah & P.S. Chinshurah, District - Hooghly, Pin - 712101, West Bengal.
- 5.1.7 **RITA SINHA [PAN. CTSPS8398Q], [AADHAAR NO. 319745237202], [D.O.B. : 14.04.1965] & [MOBILE NO. 8017189457]**, wife of Late Rajkumar Sinha, daughter in law of Late Balaram Sinha & Late Saraswati Sinha, by faith - Hindu, by occupation - House wife, by nationality - Indian, residing at F/F-7, Hatiara Road, Rajarhat Gopalpur (M), P.O. Jyangra, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal.
- 5.1.8 **VICKY SINHA [PAN. CCCPS9605R], [AADHAAR NO. 822793430641], [D.O.B. : 10.07.1990] & [MOBILE NO. 9804472189]**, son of Late Raj Kumar Sinha, grand son of Late Balaram Sinha & Late Saraswati Sinha, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at F/F-7, Hatiara Road, Rajarhat Gopalpur (M), P.O. Jyangra, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal.
- 5.1.9 **TUMPA BHOWMICK [PAN. BATPB2748C], [AADHAAR NO. 351337348298], [D.O.B. : 15.06.1983] & [MOBILE NO. 9883103593]**, daughter of Late Raju Sinha @ Late Raj Kumar Sinha, grand daughter of Late Balaram Sinha & Late Saraswati Sinha, by faith - Hindu, by occupation - House wife, by nationality - Indian, residing at 7/8, Netai Nagar Green Park, Mukundapur, P.O. Mukundapur, P.S. Purba Jadavpur, Kolkata - 700099, District South 24 Parganas, West Bengal.
- 5.1.10 **PAMPA SINHA [PAN. CTSPS8456D], [AADHAAR NO. 721629424533], [D.O.B. : 30.06.1987] & [MOBILE NO. 8240709150]**, daughter of Late Raj Kumar Sinha, grand daughter of Late Balaram Sinha & Late Saraswati Sinha, by faith - Hindu, by occupation - House hold work, by nationality - Indian, residing at F/F-7, Hatiara Road, Rajarhat Gopalpur (M), P.O. Jyangra, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal.
- 5.1.11 **MAYA SINHA [PAN. IFTPS6619H], [AADHAAR NO. 878925369880], [D.O.B. : 15.04.1972] & [MOBILE NO. 9748450853]**, wife of Late Ashok Sinha, daughter in law of Late Balaram Sinha & Late Saraswati Sinha, by faith - Hindu, by occupation - House wife, by nationality - Indian, residing at F/F-7, Hatiara Road, Rajarhat Gopalpur

(M), P.O. Jyangra, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal.

- 5.1.12 **SONU SAHA** [PAN. CZFPS9153L], [AADHAAR NO. 646150408933], [D.O.B. : 02.06.1989] & [MOBILE NO. 9830594599], wife of Partha Saha, daughter of Late Ashok Kumar Sinha @ Late Ashok Sinha, grand daughter of Late Balaram Sinha & Late Saraswati Sinha, by faith - Hindu, by occupation - House wife, by nationality - Indian, residing at Binodini Avenue, Hatiara, Rajarhat Gopalpur (M), P.O. Hatiara & P.S. Eco Park, Kolkata - 700157, District North 24 Parganas, West Bengal.
- 5.1.13 **SAMPA SINHA** [PAN. LCSPS3692B], [AADHAAR NO. 305897438078], [D.O.B. : 15.02.1993] & [MOBILE NO. 8910071626], daughter of Late Ashoke Sinha, grand daughter of Late Balaram Sinha & Late Saraswati Sinha, by faith - Hindu, by occupation - House hold work, by nationality - Indian, residing at F/F-7, Hatiara Road, Rajarhat Gopalpur (M), P.O. Jyangra, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal.
- 5.1.14 **SOMNATH SINHA** [PAN. LCSPS3695G], [AADHAAR NO. 550026528718], [D.O.B. : 08.05.1995] & [MOBILE NO. 8697569133], son of Late Ashoke Sinha, grand son of Late Balaram Sinha & Late Saraswati Sinha, by faith - Hindu, by occupation - Service, by nationality - Indian, residing at F/F-7, Hatiara Road, Rajarhat Gopalpur (M), P.O. Jyangra, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal.
- 5.1.15 **TAPAS CHOWDHURY** [PAN. BZKPC2903A], [AADHAAR NO. 891802851883], [D.O.B. : 22.05.1980] & [MOBILE NO. 9748343546], son of Late Shanti Chowdhury & Late Gita Rani Chowdhury, grand son of Late Balaram Sinha & Late Saraswati Sinha, by faith - Hindu, by occupation - Service, by nationality - Indian, residing at 58/5A/H/20, B.T. Road, Cossipore, Cossipore H.O, P.O. Sarbomongola, P.S. Cossipore, Kolkata - 700002, District North 24 Parganas, West Bengal.
- 5.1.16 **RINA SINGH** [PAN. LCSPS3619A], [AADHAAR NO. 630089683903], [D.O.B. : 02.11.1975] & [MOBILE NO. 8240880264], wife of Tej Kumar Singh, daughter of Late Santi Chowdhury & Late Gita Rani Chowdhury, grand daughter of Late Balaram Sinha & Late Saraswati Sinha, by faith - Hindu, by occupation - House wife, by nationality - Indian, residing at Mohiari Chandibagan, P.O. Andul, P.S. Domjur, District - Howrah, Pin - 711302, West Bengal.
- 5.1.17 **RUNU CHOWDHURY** [PAN. AQFPC7961H], [AADHAAR NO. 254128839446], [D.O.B. : 01.01.1974] [MOBILE NO. 9163525045], wife of Saraj Thakur, daughter of Late

Shanti Chowdhury & Late Gita Rani Chowdhury, grand Late Balaram Sinha & Late Saraswati Sinha, by faith - Hindu, by occupation - House wife, by nationality - Indian, residing at 58/5A, B.T. Road, Cossipore, P.O. Sarbomongola, P.S. Cossipore, Kolkata - 700002, District North 24 Parganas, West Bengal.

- 5.1.18 **SUKLA SAHA [PAN. BREPS7555J], [AADHAAR NO. 317047513899] [DOB : 21.03.1970] [MOBILE NO. 9830228570]**, wife of Late Prevat Saha, daughter of Late Satya Ranjan Saha & Late Kanan Saha, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at AC-12/7, Deshbandhu Nagar, P.O. Jyangra, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal.
- 5.1.19 **SUMAN SAHA [PAN. BLBPS1423G], [AADHAAR NO. 660739036508] [DOB : 25.12.1971] [MOBILE NO. 9831589148]**, son of Late Satya Ranjan Saha & Late Kanan Saha, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at FE-2/7, Vidyasagar Pally, P.O. Jyangra, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal.
- 5.1.20 **SUSMITA SAHA [PAN. BURPS5295K], [AADHAAR NO. 934583067617] [DOB : 30.12.1975] [MOBILE NO. 9230841666]**, daughter of Late Satya Ranjan Saha & Late Kanan Saha, by faith - Hindu, by occupation - Self Employed, by nationality - Indian, residing at FE-2/7, Vidyasagar Pally, P.O. Jyangra, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal.
- 5.1.21 **USHA CHAKRABORTY [PAN. AOTPC3350C], [AADHAAR NO. 658245890696] [DOB : 19.03.1975] [MOBILE NO. 9007732725]**, wife of Late Tapas Chakraborty, daughter in law of Late Jiban Kumar Chakraborty, by faith - Hindu, by occupation - House wife, by nationality - Indian, residing at F/F-7/1, Hatiara Road, P.O. Jyangra, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal, for self and as natural guardian of
- 5.1.22 **SAYAN CHAKRABORTY [MINOR] [AADHAAR NO. 872854100982] [DOB : 14.01.2015]**, son of Late Tapas Chakraborty, grand son of Late Jiban Kumar Chakraborty, by faith - Hindu, by occupation - Student, by nationality - Indian, residing at F/F-7/1, Hatiara Road, P.O. Jyangra, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal.
- 5.1.123 **SOUMI CHAKRABORTY [PAN. CQDPC1209A], [AADHAAR NO. 686925256902] [DOB : 30.12.2003] [MOBILE NO. 7439466202]**, daughter of Late Tapas Chakraborty, grand daughter of Late Jiban Kumar Chakraborty, by faith - Hindu, by occupation -

Student, by nationality - Indian, residing at F/P-7/1, do hereby solemnly affirm and declare as follows :

The Landowners (3.1 to 3.1.23) herein, jointly represented by their constituted attorney, **ANIKET CONSTRUCTIONS [PAN. AIWPB8626P]**, a Proprietorship Concern, having its office at Indrani Apartment, 2nd Floor, Dr. B.C. Roy Sarani, Jyangra, Uttarayan, P.O. Deshbandhu Nagar, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal, represented by its Proprietor namely **AVIJIT BOSE [PAN. AIWPB8626P], [AADHAAR NO. 592357298154], [D.O.B. : 10.07.1981] & [MOBILE NO. 9836770322]**, son of Sital Bose, by faith - Hindu, by occupation - Business, by nationality - Indian, presently residing at Flat No. 3G, 3rd Floor, Ganapati Garden, Block-B, Hatiara Road, P.O. Jyangra, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal, Developer herein, as their constituted attorney, by executing the several Registered Development Power of Attorney After Registered Development Agreements. The said Registered Development Power of Attorney After Registered Development Agreements were registered on (1) 16.03.2023, registered in the office of the A.R.A.II, Kolkata and recorded in Book No. 1, Volume No. 1902-2023, Pages 116614 to 116632, being Deed No. 190203541 for the year 2023, (2) (1) 16.10.2023, registered in the office of the A.D.S.R. Rajarhat, New Town and recorded in Book No. 1, Volume No. 1523-2023, Pages 545318 to 545345, being Deed No. 152316050 for the year 2023 & (3) 02.05.2024, registered in the office of the A.D.S.R. Rajarhat, New Town and recorded in Book No. 1, Volume No. 1523-2024, Pages 279212 to 279228, being Deed No. 152307144 for the year 2024.

Hereinafter jointly called and referred to as the **"LANDOWNERS/VENDORS"** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representatives and assigns) of the **FIRST PART**.

AND

3.2 **[PAN :], [AADHAAR NO.], [D.O.B. :] & [MOBILE NO.]**, son/daughte/wife of, by faith -, by occupation -, by nationality - Indian, residing at P.O., P.S., District -, Pin - State -

Hereinafter called and referred to as the **"PURCHASER"** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include

his heirs, executors, administrators, representatives and assigns) of the **SECOND PART.**

AND

3.3

ANIKET CONSTRUCTIONS [PAN. ACKFA0809K] & [DATE OF INCORPORATION 26.05.2025], a Partnership Firm, having its office at Flat No. 3G, 3rd Floor, Ganapati Garden, Block-B, Hatiara Road, P.O. Jyangra, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal, represented by its project partners, (1) **ANIKET CONSTRUCTIONS [PAN. AIWPB8626P] & [DATE OF INCORPORATION]**, a Proprietorship Concern, having its office at Indrani Apartment, 2nd Floor, Dr. B.C. Roy Sarani, Jyangra, Uttarayan, P.O. Deshbandhu Nagar, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, represented by its proprietor, **AVIJIT BOSE [PAN. AIWPB8626P], [AADHAAR NO. 592357298154] [D.O.B. : 10.07.1981] [MOBILE NO. 9836770322]**, son of Sital Bose, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Flat No. 3G, 3rd Floor, Ganapati Garden, Block-B, Hatiara Road, P.O. Jyangra, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal & (2) **AR CONSTRUCTION [PAN : ACJFA4551H], [DATE OF INCORPORATION/FORMATION : 02.04.2025]**, a Partnership Firm, having its Office address at Ganapati Garden, Block-B, Hatiara Road, P.O. Jyangra, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal, represented by its partners namely (1) **RAKESH DAS [PAN. AGVPD4828Q], [AADHAAR NO. 655725755033], [D.O.B. : 03.10.1984] [MOBILE NO. 9831249040]**, son of Late Lakshmi Narayan Das, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at C/o. Rakesh Print House, Aswini Nagar, Kathpoll, Purbasa, Amarabati, P.O. Aswini Nagar, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal, & (2) **ALOK KUMAR SAHU [PAN. CCDPS1282B], [AADHAAR NO. 508866883928], [D.O.B. : 08.12.1986] [MOBILE NO. 9836878470]**, son of Narayan Sahu, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Shree Krishna Apartment, F/F-12/9, Vidya Sagar Pally, P.O. Deshbandhu Nagar, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal.

Hereinafter jointly called and referred to as the **"DEVELOPERS/CONFIRMING PARTIES"** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its/his/thier heirs, executors, administrators, representative, and assigns) of the **THIRD PART**

Landowners/Vendors, Purchaser and the Developers/Confirming Parties collectively Parties and individually Party.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS :-

4. **Subject Matter of Conveyance :**

4.1 **Transfer of Said Flat & Appurtenances :**

ANIKET CONSTRUCTIONS

Avijit Bose
Partner

- 4.1.1 **Said Flat/Said Property :** ALL THAT piece and parcel of one independent and complete residential flat, being Flat No. '.....', on the Floor, Side, in 'Block-', measuring (.....) Square Feet be the same a little more or less of super built up area corresponding to (.....) Square Feet be the same a little more or less of carpet area, lying and situated in the building/complex namely "PINE GARDEN", morefully described in the Second Schedule hereunder written, lying and situate on the plot of land, which is morefully described in the First Schedule hereinafter written, together with undivided proportionate share of land, common areas, common amenities and common facilities of the said flat, lying in the said building/complex [SOLD PROPERTY/SAID PROPERTY].

5. **BACKGROUND, REPRESENTATIONS AND COVENANTS :**

- 5.1 **Representations Regarding Title :** The Landowners/Vendors and the Developer/Confirming Party have made the following representation to the Purchaser regarding title.

5.1.1.1 **CHAIN AND TITLE REGARDING ABSOLUTE JOINT OWNERSHIP OF (1) USHA CHAKRABORTY, (2) SAYAN CHAKRABORTY [MINOR], (3) SOUMI CHAKRABORTY, (4) RAKHI BHATTACHARYA & (5) MADHABI SAHA (OWNERS/FIRST PARTIES HEREIN) IN RESPECT OF FIRST SCHEDULE PROPERTY AS IS FOLLOWS, AND EXECUTION OF REGISTERED DEVELOPMENT AGREEMENT & POWER OF ATTORNEY :**

- 4.1.1 **Absolute Ownership of Pulin Chandra Das :** One Pulin Chandra Das was the absolute owner of ALL THAT piece and parcel of land measuring 12 (Twelve) Cottahs 1 (One) Chittack 19 (Nineteen) sq.ft. more or less, comprised in C.S. Dag Nos. 1494, 1493 & 1492 corresponding to R.S. Dag Nos. 1542, 1541 & 1540, under C.S. Khatian Nos. 416, 199 & 69, R.S. Khatian Nos. 410, 158 & 1023, lying and situate at Mouza - Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, by way of four separate Registered Deeds of Conveyance. (1) First of which was purchased from one Bholanath Dey, son of Late Jogendra Nath Dey, which was registered 12.07.1960, registered in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. 1, Volume No. 89, being Deed No. 6036 for the year 1960. (2) Second of which was purchased from one Durgabala Dasi, which was registered 12.07.1960, registered in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. 1, being Deed No. 6037 for the year 1960. (3) Third of which was purchased from one Atul Chandra Naskar, son of Late Parikshit Naskar, which was registered 12.07.1960, registered in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. 1, Volume No. 77, Pages 190 to 192, being Deed No. 6039 for the year 1960 & (4) Fourth of which was purchased from one Mohan Lai Naskar & Others, which was registered 26.04.1963, registered in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. 1, being Deed No. 3544 for the year 1963 respectively.

- 4.1.2 **Demise of Pulin Chandra Das** : While in absolute possession and absolute ownership over the aforesaid property, the said Pulin Chandra Das died intestate, leaving behind his wife namely Molina Das, two sons namely (1) Babu Das & (2) Robin Das, and also one daughter namely Purnima Biswas, wife of Madhu Biswas, as his heirs and successors in interest in respect of the aforesaid land, left by the said Pulin Chandra Das, since deceased.
- 4.1.3 **Absolute Joint Ownership of (1) Molina Das, (2) Babu Das, (3) Robin Das & (4) Purnima Biswas** : Thus on the basis of the aforementioned facts and circumstances and on the basis of inheritance received from their deceased husband and deceased father, Pulin Chandra Das, the said (1) Molina Das, (2) Babu Das, (3) Robin Das & (4) Purnima Biswas, became the absolute joint owners of the aforesaid property, i.e. ALL THAT piece and parcel of land measuring 12 (Twelve) Cottahs 1 (One) Chittack 19 (Nineteen) sq.ft. more or less, comprised in C.S. Dag Nos. 1494, 1493 & 1492 corresponding to R.S. Dag Nos. 1542, 1541 & 1540, under C.S. Khatian Nos. 416, 199 & 69, R.S. Khatian Nos. 410, 158 & 1023, lying and situate at Mouza - Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas.
- 4.1.4 **Joint Sale by the said (1) Molina Das, (2) Babu Das, (3) Robin Das & (4) Purnima Biswas to one Jiban Kumar Chakraborty** : The said said (1) Molina Das, (2) Babu Das, (3) Robin Das & (4) Purnima Biswas, out of their aforesaid joint possession/joint ownership, sold, transferred and conveyed ALL THAT piece and parcel of land measuring :

<u>C.S. Dag</u>	<u>R.S. Dag</u>	<u>C.S. Khatian</u>	<u>R.S. Khatian</u>	<u>Sold Property/Land Area</u>
<u>No.</u>	<u>No.</u>	<u>No.</u>	<u>No.</u>	<u>K - CH - SFT.</u>
1493	1541	199	158	04 - 05 - 00
1492	1540	69	1023	01 - 03 - 00
1494	1542	416	410	00 - 08 - 00
				<u>05 - 00 - 00</u>

In total land measuring 6 (Six) Cottahs more or less equivalent to 10 (Ten) Decimals more or less, comprised in C.S. Dag Nos. 1493, 1492 & 1494, corresponding to R.S. Dag Nos. 1541, 1540 & 1542, under C.S. Khatian Nos. 199, 69 & 416, R.S. Khatian Nos. 158, 1023 & 410, lying and situate at Mouza - Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, to one Jiban Kumar Chakraborty, son of Late Jadunath Chakraborty, by

Contd.....9

the strength of a Registered Deed of Conveyance, which was registered on 07.02.1979, registered in the office of the Additional District Registrar, Barasat, 24 Parganas, and recorded in Book No. 1, Volume No. 10, Pages 198 to 204, being Deed No. 312 for the year 1979.

- 4.1.5 **Absolute Ownership of Jiban Kumar Chakraborty under Deed No. 312 for the year 1979 :** Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 312 for the year 1979, the said Jiban Kumar Chakraborty, became the absolute owner of the aforesaid property, i.e. ALL THAT piece and parcel of land measuring :

<u>C.S. Dag</u>	<u>R.S. Dag</u>	<u>C.S. Khatian</u>	<u>R.S. Khatian</u>	<u>Absolute Ownership/Land Area</u>
<u>No.</u>	<u>No.</u>	<u>No.</u>	<u>No.</u>	<u>K - CH - SFT.</u>
1493	1541	199	158	04 - 05 - 00
1492	1540	69	1023	01 - 03 - 00
1494	1542	416	410	00 - 08 - 00
				06 - 00 - 00

In total land measuring 6 (Six) Cottahs more or less equivalent to land measuring 10 (Ten) Decimals more or less, comprised in C.S. Dag Nos. 1493, 1492 & 1494, corresponding to R.S. Dag Nos. 1541, 1540 & 1542, under C.S. Khatian Nos. 199, 69 & 416, R.S. Khatian Nos. 158, 1023 & 410, lying and situate at Mouza - Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas.

- 4.1.6 **Record by Jiban Kumar Chakraborty :** After having absolute possession and absolute ownership over the aforesaid property, the said Jiban Kumar Chakraborty duly recorded and mutated his name in the record of the concerned Rajarhat Gopalpur Municipality, having Holding No. Block-A, 79/N, in Ward No. 28, having Premises No. F/F-7/1, Jyangra, Hatiara Road, P.O. Jyangra, P.S. Baguiati (formerly Rajarhat), Kolkata - 700059.

It is also to be noted here that after formation of Bidhannagar Municipal Corporation (formerly Rajarhat Gopalpur Municipality), the said Jiban Kumar Chakraborty also duly recorded and mutated his name in the record of the concerned Bidhannagar Municipal Corporation, having Holding No. 79/N, Block-A, Jyangra, in Ward No. 19, having Assessee No. 20033120277, having Premises No. F/F-7/1, Hatiara Road, Jyangra, P.O. Jyangra, P.S. Baguiati (formerly Rajarhat), Kolkata - 700059, in the District North 24 Parganas.

4.1.7 **Demise of Jiban Kumar Chakraborty** : While in absolute possession and absolute ownership over the aforesaid property, the said Jiban Kumar Chakraborty died intestate on 07.05.2016, leaving behind his son namely Tapas Chakraborty, and also two daughters namely (1) Rakhi Bhattacharya, wife of Tara Nath Bhattacharya & (2) Madhabi Saha, wife of Goutam Saha, as his heirs and successors in interest in respect of the aforesaid land, left by the said Jiban Kumar Chakraborty, since deceased, and each having possessed undivided 1/3rd share in the aforesaid property, i.e. in the estate of the said Jiban Kumar Chakraborty, since deceased. It is to be mentioned here that the wife of the said Jiban Kumar Chakraborty namely Usha Chakraborty, who predeceased him on 22.07.2008.

4.1.8 **Absolute Joint Ownership of (1) Tapas Chakraborty, (2) Rakhi Bhattacharya & (3) Madhabi Saha** : Thus on the basis of the aforementioned facts and circumstances and on the basis of inheritance received from their deceased father, Jiban Kumar Chakraborty, the said (1) Tapas Chakraborty, (2) Rakhi Bhattacharya & (3) Madhabi Saha, became the absolute joint owners of the aforesaid property, i.e. ALL THAT piece and parcel of land measuring :

<u>C.S. Dag</u>	<u>R.S. Dag</u>	<u>C.S. Khatian</u>	<u>R.S. Khatian</u>	<u>Absolute Joint Ownership</u>
<u>No.</u>	<u>No.</u>	<u>No.</u>	<u>No.</u>	<u>K - CH - SFT.</u>
1493	1541	199	158	04 - 05 - 00
1492	1540	69	1023	01 - 03 - 00
1494	1542	416	410	00 - 08 - 00
				06 - 00 - 00

In total land measuring 6 (Six) Cottahs more or less equivalent to land measuring 10 (Ten) Decimals more or less, comprised in C.S. Dag Nos. 1493, 1492 & 1494, corresponding to R.S. Dag Nos. 1541, 1540 & 1542, under C.S. Khatian Nos. 199, 69 & 416, R.S. Khatian Nos. 158, 1023 & 410, lying and situate at Mouza - Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. Rajarhat now Baguiati, within the local limit of formerly Rajarhat Gopalpur Municipality, having Holding No. Block-A, 79/N, in Ward No. 28, presently within the local limit of Bidhannagar Municipal Corporation, having Holding No. 79/N, Block-A, Jyangra, in Ward No. 19, having Assessee No. 20033120277, having Premises No. F/F-7/1, Hatiara Road, P.O. Jyangra, Kolkata - 700059, in the District North 24 Parganas, and each having possessed undivided 1/3rd share in the aforesaid property.

4.1.9 **Demise of Tapas Chakraborty** : The said Tapas Chakraborty, son of Late Jiban Kumar Chakraborty died intestate on 11.10.2020, leaving behind his wife namely Usha

Contd.....II

Chakraborty, one minor son, Sayan Chakraborty and only daughter namely Soumi Chakraborty, as his heirs and successors in interest in respect of his undivided 1/3rd share in the aforesaid property, left by the said Tapas Chakraborty, since deceased, in the estate of the said Jiban Kumar Chakraborty, since deceased, and each having possessed undivided 1/9th share in the aforesaid property, in the estate of Jiban Kumar Chakraborty, since deceased.

- 4.1.10 **Absolute Undivided & Individual Ownership of (1) Usha Chakraborty, (1A) Sayan Chakraborty (Minor) & (1B) Soumi Chakraborty, (2) Rakhi Bhattacharya & (3) Madhabi Saha in the Estate of Jiban Kumar Chakraborty, since deceased :** The absolute undivided and individual ownership of the said (1) Usha Chakraborty, (1A) Sayan Chakraborty (Minor) & (1B) Soumi Chakraborty, (2) Rakhi Bhattacharya & (3) Madhabi Saha in the aforesaid total plot of land measuring 6 (Six) Cottahs more or less i.e. in the estate of Jiban Kumar Chakraborty, since deceased, as under :

<u>Name of the Owner</u>	<u>Undivided Share</u>	<u>Undivided Ownership</u>
		<u>K</u> - <u>CH</u> - <u>SFL</u>
Usha Chakraborty	1/9th	00 - 10 - 30
Sayan Chakraborty	1/9th	00 - 10 - 30
Soumi Chakraborty	1/9th	00 - 10 - 30
Rakhi Bhattacharya	1/3rd	02 - 00 - 00
Madhabi Saha	1/3rd	02 - 00 - 00
		06 - 00 - 00

The said total plot of land measuring **6 (Six) Cottahs be the same a little more or less**, comprised in C.S. Dag Nos. 1493, 1492 & 1494, corresponding to **R.S. Dag Nos. 1541, 1540 & 1542**, under C.S. Khatian Nos. 199, 69 & 416, **R.S. Khatian Nos. 158, 1023 & 410**, lying and situate at **Mouza - Jyangra**, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. Baguiati (formerly Rajarhat), A.D.S.R.O. Rajarhat, New Town, within the local limit of formerly Rajarhat Gopalpur Municipality, having Holding No. Block-A, 79/N, in Ward No. 28, presently within the local limit of Bidhannagar Municipal Corporation, having Holding No. 79/N, Block-A, Jyangra, in Ward No. 19, having Assessee No. 20033120277, having Premises No. F/F-7/1, Hatiara Road, Jyangra, P.O. Jyangra, Kolkata - 700059, in the District North 24 Parganas, in the State of West Bengal.

- 4.1.11 **Registration of Registered Development Agreement & Registered Development Power of Attorney :** It is to be stated here that the said (1) Usha Chakraborty, (2) Soumi Chakraborty along with their aforesaid co-owners, (1) Rakhi Bhattacharya &

(2) Madhabi Saha have jointly entered into a Registered Development Agreement with one Aniket Constructions, Developer herein. The said Development Agreement was registered on 16.03.2023, registered in the office of the Additional Registrar of Assurances-II, Kolkata, recorded in Book No. I, Volume No. 1902-2023, Page from 116542 to 116575, being Deed No. 190203532 for the year 2023.

On the basis of the said Registered Development Agreement, the said (1) Usha Chakraborty, (2) Soumi Chakraborty along with their aforesaid co-owners, (1) Rakhi Bhattacharya & (2) Madhabi Saha jointly executed a Registered Development Power of Attorney After Registered Development Agreement, wherein the said owners jointly appointed and nominated the said Avijit Bose, Proprietor of Aniket Constructions, Developer herein. The said Development Power of Attorney was registered on 16.03.2023, registered in the office of the Additional Registrar of Assurances-II, Kolkata, recorded in Book No. I, Volume No. 1902-2023, Page from 116614 to 116632, being Deed No. 190203541 for the year 2023.

It is further to be noted here that a typing error had occurred during typing the said registered documents, and the name of the said Sayan Chakraborty, being minor son of Late Tapas Chakraborty was not included in the those two registered documents.

For correction of the said errors/mistakes, the said Usha Chakraborty for self and as natural guardian of her minor son, Sayan Chakraborty and the said Soumi Chakraborty freshly executed a Registered Development Agreement in respect of their share/ownership i.e. land measuring 2 (Two) Cottahs more or less out of the total land measuring 6 (Six) Cottahs more or less, with the present Developer, Aniket Constructions. The said fresh Registered Development Agreement was registered on 04.12.2023, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2023, Page from 599708 to 599742, being Deed No. 152317738 for the year 2023.

- 4.2 **CHAIN AND TITLE REGARDING ABSOLUTE JOINT OWNERSHIP OF (1) PRADIP SINHA, (2) PURNIMA CHAKRABORTY, (3) TUNU KAHAR, (4) RITA SINHA, (5) VICKY SINHA, (6) TUMPA BHOWMICK, (7) PAMPA SINHA, (8) MAYA SINHA, (9) SONU SAHA, (10) SAMPA SINHA, (11) SOMNATH SINHA, (12) TAPAS CHOWDHURY, (13) RINA SINGH & (14) RUNU CHOWDHURY (OWNERS/SECOND PARTIES HEREIN) IN RESPECT OF SECOND SCHEDULE PROPERTY AS IS FOLLOWS, AND EXECUTION OF REGISTERED DEVELOPMENT AGREEMENT & POWER OF ATTORNEY AFTER REGISTERED DEVELOPMENT AGREEMENT :**

Contd.....13

- 4.2.1 **Absolute Ownership of Makhan Lal Naskar :** One Makhan Lal Naskar was the absolute owner of ALL THAT piece and parcel of land measuring 74 (Seventy Four) Decimals more or less, comprised in C.S. Dag No. 1494, corresponding to R.S. Dag No. 1542, under C.S. Khatian No. 416, R.S. Khatian No. 410, lying and situated at Mouza - Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. Rajarhat, in the the then District 24 Parganas, by receiving the same from the then Zamindar, Bhairav Bagui, by the strength of a Mourarashi Mokerari Patta, in the year 1936.
- 4.2.2 **Demise of Makhan Lal Naskar :** While in absolute possession and absolute ownership over the aforesaid property, the said Makhan Lal Naskar died intestate, leaving behind his wife namely Sukhi Bala Naskar, five sons namely (1) Mohan Lal Naskar, (2) Kalipada Naskar, (3) Nishikanta Naskar, (4) Paritosh Naskar & (5) Madan Naskar and only daughter namely Laxmi Bala Dasi, as his heirs and successors in interest in respect of his aforesaid property, left by the said Makhan Lal Naskar, since deceased.
- 4.2.3 **Joint Sale by the said (1) Sukhi Bala Naskar, (2) Mohan Lal Naskar, (3) Kalipada Naskar, (4) Nishikanta Naskar, (5) Paritosh Naskar, (6) Madan Naskar & (7) Laxmi Bala Dasi to one Pulin Chandra Das :** The said (1) Sukhi Bala Naskar, (2) Mohan Lal Naskar, (3) Kalipada Naskar, (4) Nishikanta Naskar, (5) Paritosh Naskar, (6) Madan Naskar & (7) Laxmi Bala Dasi, jointly sold, transferred and conveyed a plot of land measuring 2 (Two) Cottahs 2 (Two) Chittacks 19 (Nineteen) sq.ft. more or less out of their aforesaid total plot of land, comprised in C.S. Dag No. 1494, corresponding to R.S. Dag No. 1542, under C.S. Khatian No. 416, R.S. Khatian No. 410, lying and situated at Mouza - Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. Rajarhat, in the the then District 24 Parganas, to one Pulin Chandra Das, son of Late Sashi Bhushan Das, by the strength of a Registered Deed of Conveyance, which was registered on 26.04.1963, registered in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, Volume No. 59, Pages 78 to 81, being Deed No. 3544 for the year 1963.
- 4.2.4 **Demise of Pulin Chandra Das :** While in absolute possession and absolute ownership over the aforesaid purchased property, the said Pulin Chandra Das died intestate, leaving behind his wife namely Malina Bala Das, three sons namely (1) Babu Das, (2) Rabi Das & (3) Bhutho Das and four daughters namely (1) Khuku Das, (2) Kanan Patra, wife of Banmali Patra (3) Mangala Sardar, wife of Indrajit Sardar & (4) Purnima Biswas, wife of Late Madhu Biswas, as his legal heirs and successors in interest in respect of his aforesaid property left by the said Pulin Chandra Das deceased.

4.2.5 **Joint Sale by the said (1) Malina Bala Das, (2) Babu Das, (3) Rabi Das, (4) Bhutho Das, (5) Khuku Das, (6) Kanan Patra, (7) Mangala Sardar & (8) Purnima Biswas to one Balram Sinha @ Balaram Sinha @ Balaram Singh :** The said (1) Malina Bala Das, (2) Babu Das, (3) Rabi Das, (4) Bhutho Das, (5) Khuku Das, (6) Kanan Patra, (7) Mangala Sardar & (8) Purnima Biswas jointly sold, transferred, conveyed their aforesaid physical plot of land measuring 2 (Two) Cottahs 2 (Two) Chittacks 0 (Zero) sq.ft. more or less, comprised in C.S. Dag No. 1494, R.S. Dag No. 1542, under C.S. Khatian No. 416, R.S. Khatian No. 410, lying and situated at Mouza - Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, to one Balram Sinha @ Balaram Sinha @ Balaram Singh, son of Late Chaiti Sinha @ Late Chaiti Singh, by strength of Registered Deed of Conveyance, which was registered on 11.10.1985, registered in office A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, Volume No. 140F, Pages 427 to 438, being Deed No. 7447 for the year 1985.

4.2.6 **Municipal Record :** After absolute possession and absolute ownership the said Balram Sinha @ Balaram Sinha @ Balaram Singh, duly recorded and mutated his name in the record of concerned Rajarhat Gopalpur Municipality, having Holding No. RGM-15/445, in Ward No. 15, being Premises No. F/F-7, Hatiara Road, Calcutta - 700059 (now Kolkata - 700059).

4.2.7 **Demise of Balram Sinha :** The said Balram Sinha @ Balaram Sinha @ Balaram Singh died intestate on 24.06.1996, leaving behind his wife namely Saraswati Sinha, four sons namely (1) Raj Kumar Sinha, (2) Dilip Sinha @ Dilip Kumar Sinha, (3) Ashok Sinha & (4) Pradip Sinha, and four daughters namely (1) Gita Rani Chowdhury, (2) Purnima Chakraborty, (3) Tunu Kahar & (4) Jharna Sinha, as his heirs and successors in interest in respect of the aforementioned property left by the said Balram Sinha @ Balaram Sinha @ Balaram Singh, since deceased.

4.2.8 **Absolute Joint Ownership of the said (1) Saraswati Sinha, (2) Raj Kumar Sinha, (3) Dilip Sinha @ Dilip Kumar Sinha, (4) Ashok Sinha, (5) Pradip Sinha, (6) Gita Rani Chowdhury, (7) Purnima Chakraborty, (8) Tunu Kahar & (9) Jharna Sinha :** Thus according to aforementioned facts and circumstances and by way of inheritance received from their deceased husband and their deceased father, Balram Sinha @ Balaram Sinha @ Balaram Singh, the said (1) Saraswati Sinha, (2) Raj Kumar Sinha, (3) Dilip Sinha @ Dilip Kumar Sinha, (4) Ashok Sinha, (5) Pradip Sinha, (6) Gita Rani Chowdhury, (7) Purnima Chakraborty, (8) Tunu Kahar & (9) Jharna Sinha, became the absolute joint owners of the aforesaid property, i.e. ALL THAT piece and parcel of plot of land measuring 2 (Two) Cottahs 2 (Two) Chittacks 0 (Zero) sq.ft. more or less,

comprised in C.S. Dag No. 1494, R.S. Dag No. 1542, under C.S. Khatian No. 416, R.S. Khatian No. 410, lying and situated at Mouza - Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Gopalpur Municipality, having Holding No. RGM-15/445, in Ward No. 15, being Premises No. F/F-7, Hatiara Road, Kolkata - 700059, in the District North 24 Parganas, and each having possessed undivided 1/9th share in the aforesaid property, i.e. in the estate of the said Balram Sinha @ Balaram Sinha @ Balaram Singh, since deceased.

- 4.2.9 **L.R. Records :** The said (1) Saraswati Sinha, (2) Raj Kumar Sinha, (3) Dilip Sinha @ Dilip Kumar Sinha, (4) Ashok Sinha, (5) Pradip Sinha, (6) Gita Rani Chowdhury, (7) Purnima Chakraborty, (8) Tunu Kahar & (9) Jharna Sinha, duly recorded their names in the record of the L.R. Settlement, in respect of the aforesaid property, in following manners :

<u>Name of the Owner</u>	<u>R.S. Dag No.</u>	<u>L.R. Dag No.</u>	<u>L. R. Khatian No.</u>	<u>Nature of land</u>
Saraswati Sinha	1542	4001	4026	Bastu
Raj Kumar Sinha	1542	4001	4028	Bastu
Dilip Sinha @ Dilip Kr Sinha	1542	4001	4029	Bastu
Ashok Sinha	1542	4001	4030	Bastu
Pradip Sinha	1542	4001	4033/1	Bastu
Gita Rani Chowdhury	1542	4001	4027	Bastu
Purnima Chakraborty	1542	4001	4031	Bastu
Tunu Kahar	1542	4001	4032	Bastu
Jharna Sinha	1542	4001	4033	Bastu

- 4.2.10 **Demise of Dilip Sinha @ Dilip Kumar Sinha :** The said Dilip Sinha @ Dilip Kumar Sinha, son of Late Balram Sinha @ Balaram Sinha @ Balaram Singh, died intestate

Contd.....16

on 29.10.2005, leaving behind his wife namely Ila Sinha, and his mother, the said Saraswati Sinha, as his heir and successor in interest in respect of his undivided 1/9th share in the aforesaid property, left by the said Dilip Sinha @ Dilip Kumar Sinha, since deceased, and each having possessed undivided 1/18th share in the share of the said Dilip Sinha @ Dilip Kumar Sinha, since deceased.

- 4.2.11 **Undivided Share After Demise of Dilip Sinha @ Dilip Kumar Sinha in the aforesaid property :** After demise of the said Dilip Sinha @ Dilip Kumar Sinha, the undivided share/ownership of the said (1) Saraswati Sinha, (2) Raj Kumar Sinha, (3) Ila Sinha, (4) Ashok Sinha, (5) Pradip Sinha, (6) Gita Rani Chowdhury, (7) Purnima Chakraborty, (8) Tunu Kahar & (9) Jharna Sinha, in the aforesaid plot of Bastu land measuring 2 (Two) Cottahs 2 (Two) Chittacks 0 (Zero) sq.ft. more or less, as under :

<u>Name of the Owner</u>	<u>Own Share Received from deceased, Balaram Sinha</u>	<u>Share (1/9) Received from deceased, Dilip Sinha</u>	<u>Total Share</u>
Saraswati Sinha	1/9th	1/18th	1/6th
Raj Kumar Sinha	1/9th	Nil	1/9th
Ila Sinha	Nil	1/18th	1/18th
Ashok Sinha	1/9th	Nil	1/9th
Pradip Sinha	1/9th	Nil	1/9th
Gita Rani Chowdhury	1/9th	Nil	1/9th
Purnima Chakraborty	1/9th	Nil	1/9th
Tunu Kahar	1/9th	Nil	1/9th
Jharna Sinha	1/9th	Nil	1/9th

- 4.2.12 **Demise of Raj Kumar Sinha :** The said Raj Kumar Sinha, son of Late Balram Sinha @ Balaram Sinha @ Balaram Singh, died intestate on 20.08.2006, leaving behind his wife namely Rita Sinha, only son namely Vicky Sinha, and two married daughters namely (1) Tumpa Bhowmick & (2) Pampa Sinha, and his mother, the said Saraswati Sinha, as his heirs and successors in interest in respect of his undivided 1/9th share in the aforesaid property, left by the said Raj Kumar Sinha, since deceased, and each having possessed undivided 1/45th share in the share of the said Raj Kumar Sinha, since deceased.

- 4.2.13 **Undivided Share After Demise of Raj Kumar Sinha in the aforesaid property :** After demise of the said Raj Kumar Sinha, the undivided share/ownership of the said (1) Saraswati Sinha, (2) Rita Sinha, (2A) Vicky Sinha, (2B) Tumpa Bhowmick, (2C) Pampa Sinha, (3) Ila Sinha, (4) Ashok Sinha, (5) Pradip Sinha, (6) Gita Rani Chowdhury, (7) Purnima Chakraborty, (8) Tunu Kahar & (9) Jharna Sinha, in the

aforesaid plot of Bastu land measuring 2 (Two) Cottahs 2 (Two) Chittacks 0 (Zero) sq.ft. more or less, as under :

<u>Name of the Owner</u>	<u>Own Share as per Clause-4.2.11</u>	<u>Share (1/9) Received from deceased, Raj Kumar Sinha As per Clause-4.2.12</u>	<u>Total Share</u>
Saraswati Sinha	1/6th	1/45th	17/90th
Rita Sinha	Nil	1/45th	1/45th
Vicky Sinha	Nil	1/45th	1/45th
Tumpa Bhowmick	Nil	1/45th	1/45th
Pampa Sinha	Nil	1/45th	1/45th
Ila Sinha	Nil	1/18th	1/18th
Ashok Sinha	1/9th	Nil	1/9th
Pradip Sinha	1/9th	Nil	1/9th
Gita Rani Chowdhury	1/9th	Nil	1/9th
Purnima Chakraborty	1/9th	Nil	1/9th
Tanu Kahar	1/9th	Nil	1/9th
Jharna Sinha	1/9th	Nil	1/9th

4.2.13 **Demise of Gita Rani Chowdhury** : The said Gita Rani Chowdhury, daughter of Late Balram Sinha @ Balaram Sinha @ Balaram Singh, died intestate on 12.06.2007, behind her only son namely Tapas Chowdhury and two daughters namely (1) Runu Chowdhury & (2) Rina Singh, as her heirs and successors in interest in respect of her undivided 1/9th share in the aforesaid property, left by the said Gita Rani Chowdhury, since deceased, and each having possessed undivided 1/27th share in the share of the said Gita Rani Chowdhury, since deceased. It is to be stated here that the husband of the said Gita Rani Chowdhury, since deceased namely Santi Chowdhury @ Shanti Chowdhury died intestate on 24.06.2023.

4.2.14 **Demise of Ashok Sinha** : The said Ashok Sinha, son of Late Balram Sinha @ Balaram Sinha @ Balaram Singh, died intestate on 14.08.2014, leaving behind his wife namely Maya Sinha, only son namely Somnath Sinha, two daughters namely (1) Sonu Saha & (2) Sampa Sinha, and his mother, the said Saraswati Sinha, as his heirs and successors in interest in respect of his undivided 1/9th share in the aforesaid property, left by the said Ashok Sinha, since deceased, and each having possessed undivided 1/45th share in the share of the said Ashok Sinha, since deceased.

4.2.15 **Undivided Ownership After Demise of Ashok Sinha** : After demise of the said Ashok Sinha, the undivided share/ownership by the said owners in the aforesaid plot of

Contd.....18

Bastu land measuring 2 (Two) Cottahs 2 (Two) Chittacks 0 (Zero) sq.ft. more or less, as under :

<u>Name of the Owner</u>	<u>Own Share</u>	<u>Share (1/9) Received from deceased, Ashok Sinha</u>	<u>Total Share</u>
Saraswati Sinha	17/90th	1/45th	19/90th
Rita Sinha	1/45th	Nil	1/45th
Vicky Sinha	1/45th	Nil	1/45th
Tumpa Bhowmick	1/45th	Nil	1/45th
Pampa Sinha	1/45th	Nil	1/45th
Ila Sinha	1/18th	Nil	1/18th
Maya Sinha	Nil	1/45th	1/45th
Somnath Sinha	Nil	1/45th	1/45th
Sonu Saha	Nil	1/45th	1/45th
Sampa Sinha	Nil	1/45th	1/45th
Pradip Sinha	1/9th	Nil	1/9th
Tapas Chowdhury	1/27th	Nil	1/27th
Runu Chowdhury	1/27th	Nil	1/27th
Rina Singh	1/27th	Nil	1/27th
Purnima Chakraborty	1/9th	Nil	1/9th
Tunu Kahar	1/9th	Nil	1/9th
Jharna Sinha	1/9th	Nil	1/9th

- 4.2.16 **Demise of Saraswati Sinha** : The said Saraswati Sinha, wife of Late Balram Sinha @ Balaram Sinha @ Balaram Singh, died intestate on 15.12.2016, and in accordance with the Hindu Succession Act, the undivided share of the said Saraswati Sinha, since deceased in the aforesaid property (i.e. 19/90th share) devolved upon her only alive son namely Pradip Sinha, three alive daughters namely (1) Purnima Chakraborty, (2) Tunu Kahar & (3) Jharna Sinha, and alongwith her three daughters in law namely (1) Rita Sinha, wife of Late Raj Kumar Sinha, (2) Maya Sinha, wife of Late Ashok Sinha & (3) Ila Sinha, wife of Late Dilip Sinha @ Late Dilip Kumar Sinha, alongwith her three grandsons namely (1) Vicky Sinha, son of Late Raj Kumar Sinha, (2) Somnath Sinha, son of Late Ashok Sinha & (3) Tapas Chowdhury, son of Late Gita Rani Chowdhury, and also her six grand daughters namely (1) Tumpa Bhowmick, (2) Pampa Sinha, both daughters of Late Raj Kumar Sinha, (3) Sonu Saha, (4) Sampa

Sinha, both daughters of Late Ashok Sinha, (5) Runu Chowdhury & (6) Rina Singh, both daughters of Late Gita Rani Chowdhury, as her heirs and successors in interest.

- 4.2.17 **Undivided Ownership After Demise of Saraswati Sinha :** After demise of the said Saraswati Sinha, the undivided share/ownership by the said owners in the aforesaid plot of Bastu land measuring 2 (Two) Cottahs 2 (Two) Chittacks 0 (Zero) sq.ft. more or less, as under :

<u>Name of the Owner</u>	<u>Own Share</u>	<u>Share (19/90) Received from deceased, Saraswati Sinha</u>	<u>Total Share</u>
Rita Sinha	1/45th	19/2880th	83/2880th
Vicky Sinha	1/45th	19/2880th	83/2880th
Tumpa Bhowmick	1/45th	19/2880th	83/2880th
Pampa Sinha	1/45th	19/2880th	83/2880th
Ila Sinha	1/18th	19/720th	59/720th
Maya Sinha	1/45th	19/2880th	83/2880th
Somnath Sinha	1/45th	19/2880th	83/2880th
Sonu Saha	1/45th	19/2880th	83/2880th
Sampa Sinha	1/45th	19/2880th	83/2880th
Pradip Sinha	1/9th	19/720th	11/80th
Tapas Chowdhury	1/27th	19/2160th	11/240th
Runu Chowdhury	1/27th	19/2160th	11/240th
Rina Singh	1/27th	19/2160th	11/240th
Purnima Chakraborty	1/9th	19/720th	11/80th
Tunu Kahar	1/9th	19/720th	11/80th
Jharna Sinha	1/9th	19/720th	11/80th

- 4.2.18 **Demise of Jharna Sinha :** The said Jharna Sinha, daughter of Late Balram Sinha @ Balaram Sinha @ Balaram Singh, died intestate on 09.07.2018 in unmarried condition, and in accordance with the Hindu Succession Act, the undivided share of the said Jharna Sinha (11/80th) in the aforesaid property, devolved upon her alive brother, the said Pradip Sinha, and her two alive sisters, the said (1) Purnima Chakraborty & (2) Tunu Kahar in equal proportion, and thus the said (1) Pradip Sinha, (2) Purnima Chakraborty & (3) Tunu Kahar possessed undivided 11/240th share each in the share of Jharna Sinha, since deceased.

- 4.2.19 **Undivided Ownership After Demise of Jharna Sinha :** After demise of the said Jharna Sinha, the undivided share/ownership by the said owners in the aforesaid plot of Bastu land measuring 2 (Two) Cottahs 2 (Two) Chittacks 0 (Zero) sq.ft. more or

less, as under :

<u>Name of the Owner</u>	<u>Own Share</u>	<u>Share (11/80) Received from deceased, Jharna Sinha</u>	<u>Total Share</u>
Rita Sinha	83/2880th	Nil	83/2880th
Vicky Sinha	83/2880th	Nil	83/2880th
Tumpa Bhowmick	83/2880th	Nil	83/2880th
Pampa Sinha	83/2880th	Nil	83/2880th
Ila Sinha	59/720th	Nil	59/720th
Maya Sinha	83/2880th	Nil	83/2880th
Somnath Sinha	83/2880th	Nil	83/2880th
Sonu Saha	83/2880th	Nil	83/2880th
Sampa Sinha	83/2880th	Nil	83/2880th
Pradip Sinha	11/80th	11/240th	11/60th
Tapas Chowdhury	11/240th	Nil	11/240th
Runu Chowdhury	11/240th	Nil	11/240th
Rina Singh	11/240th	Nil	11/240th
Purnima Chakraborty	11/80th	11/240th	11/60th
Tunu Kahar	11/80th	11/240th	11/60th

4.2.20 **Demise of Ila Sinha** : The said Ila Sinha, wife of Late Dilip Sinha @ Late Dilip Kumar Sinha, daughter in law of Late Balram Sinha @ Balaram Sinha @ Balaram Singh, died intestate on 23.11.2020 without any direct issue, and in accordance with the Hindu Succession Act, her undivided share in the aforementioned property (i.e. 59/720th) devolved upon the heirs of her husband i.e alive brother in law, the said Pradip Sinha, her alive sisters in law, the said (1) Purnima Chakraborty & (2) Tunu Kahar, and her nephews, the said (1) Vicky Sinha, son of Late Raj Kumar Sinha, (2) Somnath Sinha, son of Late Ashok Sinha & (3) Tapas Chowdhury, son of Late Gita Rani Chowdhury, and also her six niece, the said (1) Tumpa Bhowmick, (2) Pampa Sinha, both daughters of Late Raj Kumar Sinha, (3) Sonu Saha, (4) Sampa Sinha, both daughters of Late Ashok Sinha, (5) Runu Chowdhury & (6) Rina Singh, both daughters of Late Gita Rani Chowdhury, and also her two sister in law, the said (1) Rita Sinha, wife of Late Raj Kumar Sinha & (2) Maya Sinha, wife of Late Ashok Sinha, as her heirs and successors in interest.

4.2.21 **Undivided Ownership After Demise of Ila Sinha** : After demise of the said Ila Sinha, the undivided share/ownership by the said owners in the aforesaid plot of Bastu land measuring 2 (Two) Cottahs 2 (Two) Chittacks 0 (Zero) sq.ft. more or less, as under :

Contd.....21

<u>Name of the Owner</u>	<u>Own Share</u>	<u>Share (59/720) Received from deceased, Ila Sinha</u>	<u>Total Share</u>
Pradip Sinha	11/60th	59/4320th	851/4320th
Purnima Chakraborty	11/60th	59/4320th	851/4320th
Tunu Kahar	11/60th	59/4320th	851/4320th
Rita Sinha	83/2880th	59/17280	557/17280th
Vicky Sinha	83/2880th	59/17280	557/17280th
Tumpa Bhowmick	83/2880th	59/17280	557/17280th
Pampa Sinha	83/2880th	59/17280	557/17280th
Maya Sinha	83/2880th	59/17280	557/17280th
Somnath Sinha	83/2880th	59/17280	557/17280th
Sonu Saha	83/2880th	59/17280	557/17280th
Sampa Sinha	83/2880th	59/17280	557/17280th
Tapas Chowdhury	11/240th	59/12960th	653/12960th
Runu Chowdhury	11/240th	59/12960th	653/12960th
Rina Singh	11/240th	59/12960th	653/12960th

4.2.22 **Municipal Record before Bidhannagar Municipal Corporation :** The owners as referred above in the name of the said Saraswati Sinha @ Saraswati Singh, since deceased, duly recorded and mutated their names in respect of the above mentioned property, in the record of the concerned Bidhannagar Municipal Corporation, having Holding No. 78/AS/94/99, Block-A, in Ward No. 19, having Assessee No. 20033120273 (Holding Address : 28, Block No. A, 78, AS, 94, 99, Jyangra, Krishnapur), being Premises No. F/F-7, Hatiara Road, Jyangra, P.O. Jyangra, Kolkata - 700059.

4.2.23 **Absolute Joint Ownership of (1) Pradip Sinha, (2) Purnima Chakraborty, (3) Tunu Kahar, (4) Rita Sinha, (5) Vicky Sinha, (6) Tumpa Bhowmick, (7) Pampa Sinha, (8) Maya Sinha, (9) Sonu Saha, (10) Sampa Sinha, (11) Somnath Sinha, (12) Tapas Chowdhury, (13) Rina Singh & (14) Runu Chowdhury :** Thus according to aforementioned facts and circumstances, the said (1) Pradip Sinha, (2) Purnima Chakraborty, (3) Tunu Kahar, (4) Rita Sinha, (5) Vicky Sinha, (6) Tumpa Bhowmick, (7) Pampa Sinha, (8) Maya Sinha, (9) Sonu Saha, (10) Sampa Sinha, (11) Somnath Sinha, (12) Tapas Chowdhury, (13) Rina Singh & (14) Runu Chowdhury, Owners/ Second Parties herein, became the absolute joint owners of the aforesaid total plot of land measuring **2 (Two) Cottahs 2 (Two) Chittacks 0 (Zero) sq.ft. be the same a little more or less equivalent to land measuring 1530 (One Thousand Five Hundred Thirty) Square Feet be the same a little more or less**, lying and situated at **Mouza - Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. Rajarhat now Baguiati, comprised in C.S. Dag No. 1494, R.S. Dag No. 1542, L.R. Dag No. 4001.**

Contd.....22

under C.S. Khatian No. 416, R.S. Khatian No. 410, L.R. Khatian Nos. 4026, 4027, 4028, 4029, 4030, 4031, 4032, 4033 & 4033/1, A.D.S.R.O. Rajarhat, New Town (formerly Bidhannagar, Salt Lake City), within the then local limit of formerly Rajarhat Gopalpur Municipality, having Holding No. RGM-15/445, in Ward No. 15, thereafter Ward No. 28, presently within the local limit of Bidhannagar Municipal Corporation, having Holding No. 78/AS/94/99, Block-A, in Ward No. 19, having Assessee No. 20033120273 (Holding Address : 28, Block No. A, 78, AS, 94, 99, Jyangra, Krishnapur), being Premises No. F/F-7, Hatiara Road, P.O. Jyangra, Kolkata - 700059, in the District North 24 Parganas, in the State of West Bengal.

- 4.2.24 **Registered Development Agreement & Development Power of Attorney :** The said (1) Pradip Sinha, (2) Purnima Chakraborty, (3) Tunu Kahar, (4) Rita Sinha, (5) Vicky Sinha, (6) Tumpa Bhowmick, (7) Pampa Sinha, (8) Maya Sinha, (9) Sonu Saha, (10) Sampa Sinha, (11) Somnath Sinha, (12) Tapas Chowdhury, (13) Rina Singh & (14) Runu Chowdhury, Owners/Second Parties herein, have jointly entered into a Registered Development Agreement with the said Aniket Constructions, for developing their aforesaid land and which is more fully described in the Second Schedule hereunder written, with some terms and conditions mentioned therein. The said Development Agreement was registered on 16.10.2023, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2023, Page from 545080 to 545129, being Deed No. 152316039 for the year 2023.

On the basis of the said Registered Development Agreement, the said (1) Pradip Sinha, (2) Purnima Chakraborty, (3) Tunu Kahar, (4) Rita Sinha, (5) Vicky Sinha, (6) Tumpa Bhowmick, (7) Pampa Sinha, (8) Maya Sinha, (9) Sonu Saha, (10) Sampa Sinha, (11) Somnath Sinha, (12) Tapas Chowdhury, (13) Rina Singh & (14) Runu Chowdhury, Owners/Second Parties herein, have jointly executed a Power of Attorney after Registered Development Agreement in favour of the said Aniket Constructions, which was registered on 16.10.2023, registered in the office of the A.D.S.R. Rajarhat, New Town and recorded in Book No. I, Volume No. 1523-2023, Page from 545318 to 545345, being Deed No. 152316050 for the year 2023.

- 4.3 **CHAIN AND TITLE REGARDING ABSOLUTE JOINT OWNERSHIP OF (1) USHA CHAKRABORTY, (2) SAYAN CHAKRABORTY [MINOR] & (3) SOUMI CHAKRABORTY (OWNERS/THIRD PARTIES HEREIN) IN RESPECT OF THIRD SCHEDULE PROPERTY, AS IS FOLLOWS, AND EXECUTION OF REGISTERED DEVELOPMENT AGREEMENT :**

- 4.3.1 **Absolute Ownership of Pulin Chandra Das under Deed No. 6039 for the year 1960** : One Pulin Chandra Das was the absolute owner of ALL THAT piece and parcel of land measuring 9 (Nine) Decimals more or less, comprised in C.S. Dag No. 1492, R.S. Dag No. 1540, under C.S. Khatian No. 69, R.S. Khatian No. 1023, lying and situated at Mouza - Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, by way of purchasing the same from one Atul Chandra Naskar, son of Late Parikshit Naskar, by the strength of a Registered Deed of Conveyance, which was registered 12.07.1960, registered in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. 1, Volume No. 77, Pages 190 to 192, being Deed No. 6039 for the year 1960.
- 4.3.2 **Demise of Pulin Chandra Das** : While in absolute possession and absolute ownership over the aforesaid property, the said Pulin Chandra Das died intestate, leaving behind his wife namely Molina Das, two sons namely (1) Babu Das & (2) Robin Das, and also one daughter namely Purnima Biswas, wife of Madhu Biswas, as his heirs and successors in interest in respect of the aforesaid land, left by the said Pulin Chandra Das, since deceased.
- 4.3.3 **Absolute Joint Ownership of (1) Molina Das, (2) Babu Das, (3) Robin Das & (4) Purnima Biswas** : Thus on the basis of the aforementioned facts and circumstances and on the basis of inheritance received from their deceased husband and deceased father, Pulin Chandra Das, the said (1) Molina Das, (2) Babu Das, (3) Robin Das & (4) Purnima Biswas, became the absolute joint owners of the aforesaid property, i.e. ALL THAT piece and parcel of land measuring 9 (Nine) Decimals more or less, comprised in C.S. Dag No. 1492, R.S. Dag No. 1540, under C.S. Khatian No. 69, R.S. Khatian No. 1023, lying and situated at Mouza - Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas.
- 4.3.4 **Joint Sale by the said (1) Molina Das, (2) Babu Das, (3) Robin Das & (4) Purnima Biswas & Remaining Ownership** : The said (1) Molina Das, (2) Babu Das, (3) Robin Das & (4) Purnima Biswas, jointly sold, transferred and conveyed land measuring 2 (Two) Decimals more or less out of their aforesaid total plot of land measuring 9 (Nine) Decimals more or less to any third parties and after sale, the said (1) Molina Das, (2) Babu Das, (3) Robin Das & (4) Purnima Biswas, became the absolute joint owners of the rest of the land measuring 7 (Seven) Decimals more or less, comprised in C.S. Dag No. 1492, R.S. Dag No. 1540, under C.S. Khatian No. 69, R.S. Khatian No. 1023, lying and situated at Mouza - Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas.

Contd.....24

- 4.3.5 **Joint Sale by the said (1) Molina Das, (2) Babu Das, (3) Robin Das & (4) Purnima Biswas to one Tapas Chakraborty @ Tapas Kumar Chakraborty** : The said said (1) Molina Das, (2) Babu Das, (3) Robin Das & (4) Purnima Biswas, jointly sold, transferred and conveyed their aforesaid plot of land measuring 7 (Seven) Decimals more or less, comprised in C.S. Dag No. 1492, R.S. Dag No. 1540, under C.S. Khatian No. 69, R.S. Khatian No. 1023, lying and situated at Mouza - Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, to one Tapas Chakraborty @ Tapas Kumar Chakraborty, son of Late Jiban Kumar Chakraborty, by the strength of a Registered Deed of Conveyance, which was registered on 22.11.1985, registered in the office of the Additional District Registrar, Barasat, North 24 Parganas, and recorded in Book No. I, Volume No. 54, Pages 346 to 353 [A], being Deed No. 4139 for the year 1985.
- 4.3.6 **Demise of Tapas Chakraborty @ Tapas Kumar Chakraborty** : While in absolute possession and absolute ownership over the aforesaid property, the said Taps Chakraborty @ Tapas Kumar Chakraborty died intestate on 11.10.2020, leaving behind his wife namely Usha Chakraborty, minor son, Sayan Chakraborty and only daughter namely Soumi Chakraborty, as his heirs and successors in ineterst in respect of the aforesaid property, left by the said Tapas Chakraborty @ Tapas Kumar Chakraborty, since deceased.
- 4.3.7 **Absolute Joint Ownership of (1) Usha Chakraborty, (2) Soumi Chakraborty & (3) Sayan Chakraborty** : Thus on the basis of the aforementioned facts and circumstances and on the basis of inheritance received from their deceased husband and deceased father, Tapas Chakraborty @ Tapas Kumar Chakraborty, the said (1) Usha Chakraborty, (2) Soumi Chakraborty & (3) Sayan Chakraborty (Minor), Owners/ Third Parties herein, have become the absolute joint owners of the aforesaid property, i.e. **ALL THAT** piece and parcel of Sali land measuring **7 (Seven) Decimals be the same a little more or less equivalent to 4 (Four) Cottahs 3 (Three) Chittacks 34 (Thirty Four) sq.ft. more or less**, lying and situated at **Mouza - Jyangra**, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. Baguiati (formerly Rajarhat), comprised in C.S. Dag No. 1492, **R.S. Dag No. 1540**, under C.S. Khatian No. 69, **R.S. Khatian No. 1023**, A.D.S.R.O. Rajarhat, New Town (formerly Bidhannagar, Salt Lake City), within the local limit of formerly Rajarhat Gopalpur Municipality, in Ward No. 28, presently within the local limit of Bidhannagar Municipal Corporation, in Ward No. 19, [Hatiara Road, P.O. Jyangra, Kolkata - 700059], in the District North 24 Parganas, in the State of West Bengal.
- 4.3.8 **Registered Development Agreement** : The said Usha Chakraborty, Soumi

Chakraborty along with their minor co owner, Sayan Chakraborty, Owner/Third Party herein, have jointly entered into a Registered Development Agreement with the said Aniket Construction, for developing their aforesaid land and which is more fully described in the Third Schedule hereunder written, with some terms and conditions mentioned therein. The said Development Agreement was registered on 04.12.2023, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2023, Pages 599676 to 599707, being Deed No. 152317737 for the year 2023.

4.4 **CHAIN AND TITLE REGARDING ABSOLUTE JOINT OWNERSHIP OF (1) SUKLA SAHA, (2) SUMAN SAHA & (3) SUSMITA SAHA (OWNERS/FOURTH PARTIES HEREIN) IN RESPECT OF FOURTH SCHEDULE PROPERTY, AS IS FOLLOWS AND EXECUTION OF REGISTERED DEVELOPMENT AGREEMENT & POWER OF ATTORNEY :**

- 4.4.1 **Absolute Joint Ownership of (1) Kalipada Mondal, (2) Rampada Mondal & (3) Lakshman Mondal :** One (1) Kalipada Mondal, (2) Rampada Mondal & (3) Lakshman Mondal, all sons of Late Buddhiswar Mondal, were the absolute joint owners of ALL THAT piece and parcel of land measuring 22 (Twenty Two) Decimals more or less, comprised in C.S. Dag No. 1539, R.S. Dag No. 1491, under C.S. Khatian No. 115, R.S. Khatian No. 154, lying and situated at Mouza - Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas.
- 4.4.2 **Sale by the said (1) Kalipada Mondal, (2) Rampada Mondal & (3) Lakshman Mondal to one Kanan Saha :** The said (1) Kalipada Mondal, (2) Rampada Mondal & (3) Lakshman Mondal out of their joint ownership, jointly sold, transferred and conveyed a plot of land measuring 2 (Two) Cottahs 8 (Eight) Chittacks 12 (Twelve) sq.ft. more or less, comprised in C.S. Dag No. 1539, R.S. Dag No. 1491, under C.S. Khatian No. 115, R.S. Khatian No. 154, lying and situated at Mouza - Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, to one Kanan Saha, wife of Satya Ranjan Saha, by the strength of a Registered Deed of Conveyance, which was executed on 13.07.1982, and registered on 16.07.1982, registered in the office of the Addl. District Registrar, 24 Parganas at Barasat, and recorded in Book No. I, Volume No. 54, Page from 39 to 43, being Deed No. 2879 for the year 1982.
- 4.4.3 **Absolute Ownership of Kanan Saha under Deed No. 2879 for the year 1982 :** Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 2879 for the year 1982, the said Kanan Saha, became the absolute owner of the

aforesaid property, i.e. ALL THAT piece and parcel of land measuring 2 (Two) Cottahs 8 (Eight) Chittacks 12 (Twelve) sq.ft. more or less, comprised in C.S. Dag No. 1539, R.S. Dag No. 1491, under C.S. Khatian No. 115, R.S. Khatian No. 154, lying and situated at Mouza - Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas.

- 4.4.4 **Record by Kanan Saha :** While in absolute possession and absolute ownership over the aforesaid property, the said Kanan Saha duly recorded her name in the record of the L.R. Settlement, in L.R. Dag No. 4010 (R.S. Dag No. 1491), under L.R. Khatian No. 4036, and nature of the said land is 'Bastu'.

It is also to be noted here that the said Kanan Saha also duly recorded mutated her name in the record of the concerned Bidhannagar Municipal Corporation (formerly Rajarhat Gopalpur Municipality), having Holding No. 63/1294, Block No. A, in Ward No. 19, having Assessee No. 20033120232 (Holding Address : 28, Block No. A, 63, 1294, Jyangra, Krishnapur), having Premises No. FE-2/7, Vidyasagar Pally, P.O. Jyangra, P.S. Baguiati, Kolkata - 700059.

- 4.4.5 **Demise of Kanan Saha :** While in absolute possession and absolute ownership over the aforesaid property, the said Kanan Saha died intestate on 02.07.2022, leaving behind her only son namely Suman Saha, and two daughters namely (1) Sukla Saha & (2) Susmita Saha, as her heirs and successors in interest in respect of the aforesaid land, left by the said Kanan Saha, since deceased. It is to be noted here that the husband of the said Kanan Saha namely Satya Ranjan Saha died intestate on 23.06.2015 before the demise of the said Kanan Saha, since deceased.

- 4.4.6 **Absolute Joint Ownership of (1) Suman Saha, (2) Sukla Saha & (3) Susmita Saha :** Thus on the basis of the aforementioned facts and circumstances and on the basis of inheritance received from their deceased mother, Kanan Saha, the said (1) Suman Saha, (2) Sukla Saha & (3) Susmita Saha (Owners/Fourth Parties herein), have become the absolute joint owners of the aforesaid property, i.e. **ALL THAT** piece and parcel of Bastu land measuring **2 (Two) Cottahs 8 (Eight) Chittacks 12 (Twelve) sq.ft. be the same a little more or less.**

- 4.4.7 **Registered Development Agreement :** The said (1) Sukla Saha, (2) Suman Saha & (3) Susmita Saha, Owners/Fourth Parties herein, have jointly entered into a Registered Development Agreement with the said Aniket Constructions, for developing their aforesaid plot of land and which is more fully described in the Fourth Schedule hereunder written, with some terms and conditions mentioned therein.

Contd.....27

The said Development Agreement was registered on 02.05.2024, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2024, Pages 278738 to 278770, being Deed No. 152307129 for the year 2024.

On the basis of the said Registered Development Agreement, the said (1) Sukla Saha, (2) Suman Saha & (3) Susmita Saha, Owners/Fourth Parties herein, have also executed a Power of Attorney after Registered Development Agreement in favour of the said Aniket Construction, which was registered on 02.05.2024, registered in the office of the A.D.S.R. Rajarhat, New Town and recorded in Book No. I, Volume No. 1523-2024, Pages 279212 to 279228, being Deed No. 152307144 for the year 2024.

5.1 **AMALGAMATION** : That with intention to better use, the landowners herein have jointly amalgamated their respective plots into a single plot of land measuring in total amalgamated plot of land measuring **14 (Fourteen) Cottah 14 (Fourteen) Chittack 1 (One) sq.ft. be the same a little more or less.**

5.1.1 **SANCTIONED OF BUILDING PLAN** : The said Aniket Constructions , as constituted attorney of Landowners herein, duly sanctioned a building plan in respect of the aforesaid amalgamated plot of land, which is morefully described in the First Schedule hereunder written, from the concerned Bidhannagar Minicipal Corporation, vide Sanctioned Building Permit No. SWS-OBPAS/..... dated

5.1.2 **PROJECT PARTNERSHIP** : After Sanction of the Building Plan from the concerned authority, the said Developer, Aniket Constructions entered into a Project Partnership with one **AR Construction**, for constructing the present project through joint investments and accordingly a Notorised Deed of Project Partnership has been executed between the said Aniket Constructions & AR Construction, on 05.05.2025.

5.2. **CONSTRUCTION OF BUILDING COMPLEX :**

5.2.1 **Construction of Building/Complex** : In accordance with the said sanctioned building Permit No. SWS-OBPAS/..... dated sanctioned by the concerned Bidhanagar Municipal Corporation, the said Developer constructed a multi storied building complex namely "....." on the said entire plot of land and the said entire plot of land is morefully described in the First Schedule hereunder written, consisting its two blocks/towers, being 'Block/Tower-A' & 'Block/Tower-B', respectively.

5.1.5 **DESIRE OF PURCHASE & ACCEPTANCE AND CONSIDERATION :**

5.1.5.1 **Desire of Purchaser for purchasing a Flat from Developer's Allocation** : The Purchaser herein perused and inspected Title Deed/s, Registered Development Agreements, Registered Development Power of Attorney, Building Sanctioned Plan and other related documents in respect of the schedule mentioned property including

The said Development Agreement was registered on 02.05.2024, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. 1, Volume No. 1523-2024, Pages 278738 to 278770, being Deed No. 152307129 for the year 2024.

On the basis of the said Registered Development Agreement, the said (1) Sukla Saha, (2) Suman Saha & (3) Susmita Saha, Owners/Fourth Parties herein, have also executed a Power of Attorney after Registered Development Agreement in favour of the said Aniket Construction, which was registered on 02.05.2024, registered in the office of the A.D.S.R. Rajarhat, New Town and recorded in Book No. 1, Volume No. 1523-2024, Pages 279212 to 279228, being Deed No. 152307144 for the year 2024.

- 5.1 **AMALGAMATION** : That with intention to better use, the landowners herein have jointly amalgamated their respective plots into a single plot of land measuring in total amalgamated plot of land measuring **14 (Fourteen) Cottah 14 (Fourteen) Chittack 1 (One) sq.ft. be the same a little more or less.**
- 5.1.1 **SANCTIONED OF BUILDING PLAN** : The said Aniket Constructions, as constituted attorney of Landowners herein, duly sanctioned a building plan in respect of the aforesaid amalgamated plot of land, which is morefully described in the First Schedule hereunder written, from the concerned Bidhannagar Minicipal Corporation, vide Sanctioned Building Permit No. SWS-OBPAS/2109/2025/0176 dated 23.04.2025.
- 5.1.2 **PROJECT PARTNERSHIP** : After Sanction of the Building Plan from the concerned authority, the said Developer, Aniket Constructions entered into a Project Partnership with one **AR Construction**, for constructing the present project through joint investments and accordingly a Notorised Deed of Project Partnership has been executed between the said Aniket Constructions & AR Construction, on 05.05.2025.
- 5.2. **CONSTRUCTION OF BUILDING COMPLEX** :
- 5.2.1 **Construction of Building/Complex** : In accordance with the said sanctioned building Permit No. SWS-OBPAS/2109/2025/0176 dated 23.04.2025, sanctioned by the concerned Bidhanagar Municipal Corporation, the said Developer constructed a multi storied building complex namely **"PINE GARDEN"** on the said entire plot of land and the said entire plot of land is morefully described in the First Schedule hereunder written, consisting its two blocks/towers, being 'Block/Tower-A' & 'Block/Tower-B', respectively.
- 5.1.5 **DESIRE OF PURCHASE & ACCEPTANCE AND CONSIDERATION** :
- 5.1.5.1 **Desire of Purchaser for purchasing a Flat from Developer's Allocation** : The Purchaser herein perused and inspected Title Deed/s, Registered Development Agreements, Registered Development Power of Attorney, Building Sanctioned Plan and other related documents in respect of the schedule mentioned property including

its amenities and facilities and areas and satisfied himself in regards thereto and approached to the Developer/Confirming Party herein, to purchase **ALL THAT** piece and parcel of one independent and complete residential flat, being **Flat No. '.....'**, on the **..... Floor, Side**, in '**Block-.....**', measuring **..... (.....) Square Feet be the same a little more or less of super built up area corresponding to (.....) Square Feet be the same a little more or less of carpet area**, lying and situated in the said building/complex namely "**PINE GARDEN**", morefully described in the Second Schedule hereunder written, lying and situate on the said plot of land, which is morefully described in the First Schedule hereunder written, together with undivided proportionate share of land, common areas, common amenities and common facilities of the said property, lying in the said building/complex, [**Hereinafter called and referred to as the SAID FLAT/SAID PROPERTY**].

- 5.1.5.2 **Acceptance by Developer** : The said Developer/Confirming Party herein accepted the aforesaid proposal of the Purchaser herein and agreed to sell the **SAID FLAT/SAID PROPERTY**, which is morefully described in the Second Schedule hereunder written, together with land share and share in common portion.
- 5.1.5.3 **Consideration** : The total sale consideration of the **SAID FLAT/SAID PROPERTY** is **Rs..... (Rupees)** only, subsequently the Purchaser herein already paid the same to the said Developer/Confirming Party herein as per memo attached herewith.
- 5.1.6 **LAND SHARE & SHARE IN COMMON PORTIONS :**
- 5.1.6.1 **Land Share** : Undivided, impartible, proportionate and variable share in the land comprised in the Said Property as is attributable to the Said Flat morefully described in the Part-I of the Third Schedule hereinafter written (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bears to the total super built-up area of the Said Building/Complex.
- 5.1.6.2 **Share In Common Portions** : Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building/Complex is attributable to the Said Flat (**Share In Common Portions**), the said common areas, amenities and facilities being described in the Part-II of the Third Schedule below (**collectively Common Portions**). The Share in Common Portions

is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bears to the total super built-up area of the Said Building/Complex.

6. **REPRESENTATIONS AND COVENANTS REGARDING ENCUMBRANCES** : The Landowners/Vendors and Developer/Confirming Party herein, hereby represent and covenant regarding encumbrances as follows :

- 6.1 **No Acquisition/Requisition** : The Landowners/Vendors and Developer/Confirming Party have not received any notice from any authority for acquisition, requisition or vesting of the Said Flat and/or any part of the property in which the building/complex is lying and declare that the Said Flat is not affected by any scheme of the concerned authority/authorities or Government or any Statutory Body.
- 6.1.1 **No Encumbrance** : The Landowners/Vendors and Developer/Confirming Party have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Flat or any part thereof can or may be impeached, encumbered or affected in title.
- 6.1.2 **Right, Power and Authority to Sell** : The Landowners/Vendors and Developer/Confirming Party have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Flat to the Purchaser herein.
- 6.1.3 **No Mortgage** : No mortgage or charge has been created by the Landowners/Vendors and the Developer/Confirming Party in respect of the Said Flat or any part thereof.
- 6.1.4 **No Personal Guarantee** : The Said Flat is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 6.1.5 **No Bar by Court Order or Statutory Authority** : There is no order of Court or any other statutory authority prohibiting the Landowners/Vendors and Developer/Confirming Party from selling, transferring and/or alienating the Said Flat or any part thereof.

7. **BASIC UNDERSTANDING** :

- 7.1 **Agreement to Sell and Purchase** : The Purchaser herein has approached to the Landowners/Vendors and Developer/Confirming Party and offered to purchase the

SAID FLAT/SAID PROPERTY, which is morefully described in the Second Schedule hereunder written, and the Purchaser based on the representations, warranties and covenants mentioned hereinabove (collectively Representations), has agreed to purchase the Said Flat from the Landowners/Vendors and Developer/Confirming and in this regard, an Agreement for Sale has already been executed in between the parties herein on

8. **TRANSFER :**

8.1 **Hereby Made :** The Landowners/Vendors and Developer/Confirming Party hereby sell, convey and transfer the Purchaser the entirety of their right, title and interest of whatsoever or howsoever nature in the **SAID FLAT/SAID PROPERTY**, which is morefully described in the Second Schedule hereinafter written, together with proportionate undivided share of land morefully described in the Part-I of the Third Schedule (**said land share**) and also together with all easement rights for egress and ingress of all common spaces, amenities and facilities (**said common portion**) in the said building/complex, described and referred in the Part-II of the Third Schedule hereinafter written.

8.1.1 **Consideration :** The aforesaid transfer is being made in consideration of a sum of **Rs..... (Rupees)** only paid by the Purchaser to Developer/Confirming Party herein, receipts of which the Developer/Confirming Party hereby and by the Memo and Receipts hereunder written admits and acknowledges.

9. **TERMS OF TRANSFER :**

9.1 **Salient Terms :** The transfer being effected by this Conveyance is :

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

9.1.2 **Absolute :** Absolute, irreversible and perpetual.

9.1.3 **Free from Encumbrances :** Free from all encumbrances of any and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, lispendens, uses, trusts, prohibitions, Income Tax Attachments, Financial Institution charges, reversionary rights, residuary rights, statutory prohibitions, acquisitions, requisitions, vestings and liabilities whatsoever.

Contd.....31

9.2 **SUBJECT TO :** The transfer being effected by this Conveyance is subject to :

9.2.1 **Indemnification :** Indemnification by the Landowners/Vendors and Developer/Confirming Party about the correctness of their title and authority to sell and this Conveyance is being accepted by the Purchaser on such express indemnification by the Landowners/Vendors and Developer/Confirming Party about the correctness of their title and the representation and authority to sell, which if found defective or untrue at any time, the Landowners/Vendors and Developer/Confirming Party shall at the cost of the purchaser, forthwith take all necessary steps to remove and/or rectify.

9.2.2 **Transfer of Property Act :** All obligations and duties of Landowners/Vendors and Developer/Confirming Party and the Purchaser as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.

9.2.3 **Delivery of Possession :** Khas, vacant and peaceful possession of the Said Flat has been handed over by the Landowners/Vendors and Developer/Confirming Party to the Purchaser, which the Purchaser admits, acknowledges and accepts.

9.2.4 **Outgoings :** All statutory revenue, cess, taxes, surcharges, outgoings and levies of or on the Said Flat relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Landowners/Vendors and Developer/Confirming Party with regard to which the Landowners/Vendors and Developer/Confirming Party hereby indemnify and agree to keep the Purchaser fully and comprehensively saved, harmless and indemnified.

9.2.5 **Holding Possession :** The Landowners/Vendors and Developer/Confirming Party hereby covenant that the Purchaser and his heirs, executors, administrators, representatives and assigns, shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Flat and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Landowners/Vendors and Developer/Confirming Party or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Landowners/Vendors and Developer/Confirming Party.

No Objection to Mutation : The Landowners/Vendors and Developer/Confirming Party declare that the Purchaser can fully be entitled to mutate his name in the record of the concerned Bidhannagar Municipal Corporation and/or in other respective authority/authorities and to pay tax or taxes and all other impositions in his own name. The Landowners/Vendors and Developer/Confirming Party undertake to co-operate with the Purchaser in all respect to cause mutation of the Said Flat in the name of the Purchaser and in this regard shall sign all documents and papers as required by the Purchaser.

THE FIRST SCHEDULE ABOVE REFERRED TO
[Description of Entire Plot of Land & Premises]

ALL THAT piece and parcel of a demarcated and amalgamated plot of land measuring :

<u>C.S. Dag</u>	<u>R.S. Dag</u>	<u>C.S. Khatian</u>	<u>R.S. Khatian</u>	<u>Nature of</u>	<u>Total Amalgamated Land Area</u>
<u>No.</u>	<u>No.</u>	<u>No.</u>	<u>No.</u>	<u>Land</u>	<u>K</u> - <u>CH</u> - <u>SFT.</u>
1492	1540	69	1023	Sali	05 - 06 - 34
1493	1541	199	158	Sali	04 - 05 - 00
1494	1542	416	410	Sali	02 - 10 - 00
1539	1491	115	154	Bastu	02 - 08 - 12
					14 - 14 - 01

In total a demarcated and amalgamated plot of land measuring 14 (Fourteen) Cottah 14 (Fourteen) Chittack 01 (One) sq.ft. be the same a little more or less, together with cement flooring residential Tiles Shed measuring 2200 (Two Thousand Two Hundred) Square Feet be the same a little more or less, lying and situate at Mouza - Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. Baguiati, comprised in C.S. Dag Nos. 1492, 1493, 1494 & 1539, R.S. Dag Nos. 1540, 1541, 1542 & 1491, L.R. Dag Nos. 4001 & 4010, under C.S. Khatian Nos. 199, 69, 416 & 115, R.S. Khatian Nos. 158, 1023, 410 & 154, , L.R. Khatian Nos. 4026, 4027, 4028, 4029, 4030, 4031, 4032, 4033, 4033/1 & 4036, A.D.S.R.O. Rajarhat, New Town, within the then local limit of formerly Rajarhat Gopalpur Municipality, having Holding No. Block-A, 79/N, RGM-15/445, in Ward No. 15, thereafter Ward No. 28, presently within the local limit of Bidhannagar Municipal Corporation, having Holding No. 79/N, Block-A, 78/AS/94/99, Block-A, 63/1294, Block No. A, in Ward No. 19, having Assessee No. 20033120277, 20033120232, having Premises No. F/F-7, F/F-7/1, FE-2/7, Hatiara Road, Jyangra, P.O. Jyangra, Kolkata - 7000591, in the District North 24 Parganas, in the State of West Bengal. The said

amalgamated plot of land is butted & bounded as follows :-

ON THE NORTH : By Jagriti Sangha Club.
ON THE SOUTH : By Ganapati Garden Apartment.
ON THE EAST : By 8' ft. Wide Municipal Road.
ON THE WEST : By Land of Debdas Samajdar,

THE SECOND SCHEDULE ABOVE REFERRED TO

[Description of Flat]

[Sold Property/Said Property]

ALL THAT piece and parcel of one independent and complete Tiles flooring residential flat, being Flat No. '.....', on the Floor, Side, in 'Block-.....', measuring (.....) Square Feet be the same a little more or less of super built up area corresponding to (.....) Square Feet be the same a little more or less of carpet area, consisting Bed Rooms, Drawing-cum-Dining, Kitchen, Toilet/s & Balcony/ies, lying and situated in the said building/complex namely "**PINE GARDEN.**", lying and situated at Mouza - Jyangra, J.L. No. 16, P.S. Baguiati, comprised in C.S. Dag Nos. 1492, 1493, 1494 & 1539, **R.S. Dag Nos. 1540, 1541, 1542 & 1491**, L.R. Dag Nos. 4001 & 4010, under C.S. Khatian Nos. 199, 69, 416 & 115, **R.S. Khatian Nos. 158, 1023, 410 & 154**, L.R. Khatian Nos. 4026, 4027, 4028, 4029, 4030, 4031, 4032, 4033, 4033/1 & 4036, A.D.S.R.O. Rajarhat, New Town, within the then local limit of formerly Rajarhat Gopalpur Municipality, having Holding No. Block-A, 79/N, RGM-15/445, in Ward No. 15, thereafter Ward No. 28, presently within the local limit of Bidhannagar Municipal Corporation, having Holding No. 79/N, Block-A, 78/AS/94/99, Block-A, 63/1294, Block No. A, in Ward No. 19, having Assessee No. 20033120277, 20033120232, having Premises No. F/F-7, F/F-7/1, FE-2/7, Hatiara Road, Jyangra, P.O. Jyangra, Kolkata - 7000591, in the District North 24 Parganas, in the State of West Bengal, lying and situated on the said plot of land, which is morefully described in the First Schedule hereinabove written, together with undivided proportionate share of land, common areas, common amenities, common facilities of the said flat, lying in the said building/complex. A Floor Plan of the said property is enclosed herewith and the said floor plan is/will be treated as part and parcel of this present Deed of Conveyance. The said flat is butted & bounded as follows :-

ON THE NORTH :
ON THE SOUTH :
ON THE EAST :
ON THE WEST :

Contd.....34

THE THIRD SCHEDULE ABOVE REFERRED TO

Part-I

[Description of share of land]

ALL THAT piece or parcel of proportionate impartiable share of land morefully and specifically described in the First Schedule hereinbefore.

Part - II

[Description of share of common areas & common amenities]

ALL THAT piece or parcel of proportionate impartiable share of common areas and common amenities morefully and specifically described in the Fourth & Fifth Schedule hereinafter.

THE FOURTH SCHEDULE ABOVE REFERRED TO

[Common Areas & Amenities]

Building Level :

- :: Lobbies on all floors and staircase of the said building complex.
- :: Lift machine room and lift well of the said building complex.
- :: Water reservoirs/tanks of the said building complex. Water supply, pipeline in the said building complex (save those inside any Unit).
- :: Drainage and sewage pipeline, Septic Chambers, Pits etc. in the said building complex (save those inside any Unit). Wiring, fittings and accessories for lighting of lobbies, staircase and other common portions of the said building complex.
- :: Space for Electricity meters. Lights and fittings in the common area and spaces.
- :: Right of common passage in common portion, installation of T.V. Antena, A.C. Outdoor units. Elevators and allied machinery in the said building complex.
- :: Ultimate roof of the building will be treated as common space.

Complex Level :

- :: Water Filter System & 24 hour water supply arrangement. Water pump/s and motor/s.
- :: Central drainage and sewage pipeline and connection with Municipal Authority.
- :: Wiring, fittings and accessories for lighting of common portions. Installations for receiving and distributing electricity from supply agency.
- :: C.C. T.V. & Generator/Inverter facilities. Boundary walls and main gates.

Contd.....35

Other such common areas, fittings and installations as may be specified by the developer/association to be common areas fittings and installations/equipments.

THE FIFTH SCHEDULE ABOVE REFERRED TO
[Common Expenses / Maintenance Charges]

1. Common Utilities : All charges and deposits for supply, operation and maintenance of common utilities of the building/complex.
2. Electricity : All charges for the electricity consumed for the operation of the common machinery and equipment of the building/complex.
3. Fire Fighting : Cost of operating and maintaining the fire-fighting equipments and personnel deputed for the building, if any.
4. Association : Establishment and all other capital and operational expenses of the Association of the flat owners of the building/complex.
5. Litigation : All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions of the building/complex.
6. Maintenance : All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the common portions [including the exterior or interior (but not inside any unit) walls of the said building/complex].
7. Insurance : Insurance of the building/complex against earth-quake, fire, mob, violence, riots and other natural calamities if any.
8. Operational : All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including changeover switches, pumps and other common installations including their license fees, taxes and other levies [if any] and expenses ancillary or incidental thereto and the lights of the common portions of the building/complex.
9. Rates and Taxes : Municipal Tax, Surcharge, Water Tax and other levies in respect of the said building/complex save those separately assessed on the buyer/s.

10. Staff : The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerks, security personnel, sweepers, plumbers, electricians, etc. including their perquisites, bonus and other emoluments and benefits of the building/complex.

THE SIXTH SCHEDULE ABOVE REFERRED TO
[Rights and obligations of the purchaser]

Absolute User Right :

The purchaser shall have full, complete and absolute rights of use in common with the other owners and/or occupiers of the different flats of the building complex :

1. The common areas and amenities as described in the Fourth & Fifth Schedule herein before.
2. Keeping, raising, inserting, supporting and maintaining all beams, gutters and structures on and to all walls, supporting the said property including all boundaries and/or load bearing or dividing and/or separating and/or supporting walls, the purchaser shall have to maintain the floor of the said property, so that it may not cause leakage or slippage to the floor underneath.
3. Obtaining telephone connection to the said flat as well as the right of fixing television antenna and/or Radio Serials on the roof of the said property and for this purpose, the purchaser shall have the right of digging, inserting and for fixing plug and supporting clumps in all portions of the said property provided always that the purchaser shall restore forthwith such dug up holes or excavations at his own costs and expenses.
4. Maintaining, repairing, white washing or painting of the door and windows of the said property in any part of the said property provided any such work does not cause any nuisance or permanent obstructions to the other occupants of the said property.
5. Mutating his name as owner of the said property in the records of the Government or local Authority and/or have the said property separately numbered and assessed for taxes.
6. Absolute proprietary rights such as the vendors/developer derives from their title save and except that of demolishing or committing waste in respect of the said property described in schedule in any manner, so as to effect the vendors/developer or other

*Contd.....*37

co-owners, who have already purchased and acquired or may hereafter purchase or acquire similar property rights as covered by this conveyance.

7. Sell, mortgage, gift, lease or otherwise alienate the said property hereby conveyed.

Obligations :

1. The purchaser shall not store any inflammable and/or combustible articles in the said property, but excluding items used in kitchen and personal purpose.
2. The purchaser shall not store any rubbish or any other things in the stair case not to the common areas and/or parts causing inconveniences and also disturbances to other owners and occupiers of the building complex.
3. The purchaser shall not make any additions and alterations in the said property, whereby the main building/complex may be damaged, but the purchaser shall be entitled to erect wooden partition in the said flat for the purpose of his family requirement.
4. The purchaser shall also pay his proportionate share for insurance of the building/complex for earthquake, fire, mob, violence and commotion alongwith maintenance charges as decided by the members of the Society with all required proposal and consent. The purchaser shall pay maintenance charges of the said property per month (as decided by the developer) from the date of final registration of the said property, to the developer, till the date of formation of association of the building.
5. Not to make any objection for fixation of hoardings, banners, dish antennas, mobile towers in the part of the ultimate roof of the building/complex by the developer and also not to make any objection to the developer and/or its associates for constructing any further floor over the existing floor of the building/complex.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

[Easements and Quassi Easements]

1. The right of common parts for ingress in and egress out from the unit or building/complex or premises.
2. The right in common with the other purchasers to get electricity, water connection from and to any other unit or common parts through pipes, drains, wires connection

lying or being in under through or over the said unit as far as may be reasonably necessary for the beneficial use and occupation of the respective unit and/or parts and/or common areas.

3. The right of protection for other common parts of the building/complex by all parts of the unit as far as it is necessary to protect the same.
4. The right of the enjoyment of the other common parts of the building/complex.
5. The right with or without workmen and necessary materials to enter from time to time upon the unit for the purpose of repairing as far as may be necessary for repairing.
6. Such pipes, drains, wires and as aforesaid provided always that save in cause of the emergency purchaser shall be given prior notice in writing of the intention for such entry as aforesaid.

THE EIGHTH SCHEDULE ABOVE REFERRED TO
[Management & Maintenance of the Common Portions]

1. The co-owners of the flats shall form an association/society for the common purposes including taking over all obligations with regard to management control and operation of all common portions of the said building under West Bengal Ownership Apartment Act, 1972.

Upon the purchaser fulfilling his obligations and covenants under and upon its formation the Association, shall manage, maintain and control the common portions and do all acts, deeds and things as may be necessary and/or expedient for the common purposes and the purchaser shall co-operate with the vendors/developer till the Association/Society may frame rules regulations and bye laws from time to time for maintaining quiet and peaceful enjoyment of the said building/complex.

2. Upon formation of the Association/Society, the vendors/developer shall transfer all its rights and obligations as also the residue of the remaining of the deposits made by the purchaser or otherwise after adjusting all amounts his/her remaining due and payable by the purchaser and the amounts so transferred henceforth be so held the Association/Society under the account of purchaser for the purpose of such deposit.
3. The Association/Society upon its formation and the co-owners shall however, remain liable to indemnify and keep indemnified the vendors/developer for all liabilities due to non fulfillment of his/her respective obligations by the co-owners and/or the Association/Society.

Contd.....39

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

SIGNED, SEALED AND DELIVERED

by the parties at Kolkata

In presence of :-

1.

Avijit Bose
Proprietor of Aniket Constructions
As constituted attorney of
Usha Chakraborty, Soumi Chakraborty,
Rakhi Bhattacharya, Madhabi Saha,
Pradip Sinha, Purnima Chakraborty,
Tunu Kahar, Rita Sinha,
Vicky Sinha, Tumpa Bhowmick,
Pampa Sinha, Maya Sinha,
Sampa Sinha, Sonu Saha,
Somnath Sinha, Tapas Chowdhury,
Rina Singh & Runu Chowdhury,
Sukla Saha, Suman Saha & Susmita Saha

2.

Usha Chakraborty
for herself & as natural guardian of
her minor son,
Sayan Chakraborty

Soumi Chakraborty
Landowners/Vendors

.....
Purchaser

ANIKET CONSTRUCTIONS
Avijit Bose
Partner

Avijit Bose

Rakesh Das

Alok Kumar Sahu
Project Partners of Aniket Constructions
Developers/Confirming Parties

MEMO OF CONSIDERATION

Received with thanks from the above named purchaser, a sum of **Rs.....** (**Rupees**) **only** towards the total consideration of the said flat, which is morefully described in the Second Schedule hereinabove written, together with undivided proportionate share of land morefully mentioned in the First Schedule hereinbefore written as per money receipts given to the purchaser.

<u>Mode of Payment</u>	<u>Date</u>	<u>Bank & Branch</u>	<u>Amount</u>
------------------------	-------------	--------------------------	---------------

TOTAL: Rs.....

Witnesses :

1.

Avijit Bose

ANIKET CONSTRUCTIONS
Avijit Bose
Partner

Rakesh Das

Alok Kumar Sahu
Project Partners of Aniket Constructions
Developers/Confirming Parties